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Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each Party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the Parties, he shall formulate the terms of a possible settlement and submit them to the Parties for their observations. After receiving the observations of the Parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement. When the Parties sign the Settlement Agreement, it shall be final and binding on the Parties and persons claiming under them respectively.

The Conciliator shall authenticate the Settlement Agreement and furnish a copy thereof to each of the Parties. As far as possible, the Conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

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

**Termination of Conciliation Proceedings**

17.8

The Conciliation proceedings shall be terminated:

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

**Arbitration**

17.9

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

- a. Only such dispute(s) or difference(s) in respect of which notice has been made under Clause 17.1 but could not be settled through Conciliation, together with counter claims or set off, given by the Employer, shall be referred to Arbitration. Other matters shall not be included in the reference.
- b. The Arbitration proceedings shall be assumed to have

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NOIDA(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, 2019 and any statutory modification or re-enactment thereof.

Further, it is agreed between the Parties as under:

17.9.1 Number of Arbitrators: The Arbitral Tribunal shall consist of:

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

17.9.2 Procedure for Appointment of Arbitrators: The Arbitrators shall be appointed as per following procedure:

i. In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for Arbitration is received by MD/NMRC, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of the request of the Employer then MD/NMRC shall appoint any one Arbitrator from the panel of 03 Arbitrators, as sole Arbitrator.

ii. In case of 3 Arbitrators:

a. Within 60 days from the day when a written and valid demand for Arbitration is received by MD/NMRC, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.

b. Employer will decide the second Arbitrator. MD/NMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/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 Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators ( if so desired by them ) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment date, then, upon the request of either or both Parties, the Presiding Arbitrator shall be appointed by the Managing Director / NMRC, Noida.

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

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discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

e. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

- 17.9.3 Qualification and Experience of Arbitrators (to be appointed as per Sub-clause 17.9.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:  
Arbitrator shall be;  
a Working / Retired Officer (not below E-8 grade in a PSU with which 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 Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.
- 17.9.4 No new claim shall be added during proceedings by either Party. However, a Party may amend or supplement the original claim or defence thereof during the course of Arbitration proceedings subject to acceptance by Tribunal including having due regard to the delay in making it.
- 17.9.5 Neither Party shall be limited in the proceedings before such Arbitrator(s) to the evidence nor did arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the Arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to Arbitrator/s. Neither Party shall be limited in the proceedings before such Arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.
- 17.9.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of Sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2019 or as amended up to date.
- 17.9.7 If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the Contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 17.9.8 Arbitration proceedings shall be held at District GautamBudhNagar, Uttar Pradesh, India and the language of the Arbitration proceedings and that

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of all documents and communications between the Parties shall be in English.

17.9.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral Tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

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

17.9.11 A Party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of specific point of award to Tribunal within 60 days/30 days of the receipt of award.

17.9.12 A Party may apply to Tribunal within 60 days/30 days of receipt of award to make an additional award as to claims presented in the Arbitral proceedings but omitted from the Arbitral award.

**Interest on Arbitration Award**

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

**Cost of Conciliation/ Arbitration**

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

**Jurisdiction of Courts**

17.12 Where recourse to a Court is to be made in respect of any matter, dispute, issue arising out of or under the Contract or connected with the Contract the Appropriate court at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes issues, dispute arising out of or under the Contract or connected with the Contract between the Parties.

**Suspension of Work on Account of Arbitration**

17.13 The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of Arbitration being conducted during the progress of the Works. Neither Party shall be entitled to suspend the Work or part of the Work to which the dispute relates on account of Arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

**18 SERVICE OF NOTICES**

**Notice to Contractor**

18.1 a. All notices to the Contractor shall be served by post or telex or telefax or e-mail or by hand to the Contractor or his authorized Representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.

b. The Contractor shall, on award of the Contract, furnish to the

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Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3.

**Notice to Employer and Engineer**

**18.2**

All notices to the Employer or Engineer shall be served by post or telex or telefax, or by e-mail or by delivering by hand to the address nominated for the purpose.

**Change of Address**

**18.3**

Parties to the Contract may change the nominated their address by Employer with a notice to all concerned.

*[Handwritten signatures in blue ink]*



**NOIDA METRO RAIL CORPORATION LIMITED**

**CONTRACT NO: NMRC/Projects/NGNEDDC/2025/415**

**Civil and Architectural Work for Development of NMRC Project Office at  
2nd floor, Ganga Shopping Complex, Sector-29, Noida.**

**VOLUME-2**

**Special Condition of Contracts (SCC)**

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

<b>SCC Clause</b>	<b>Reference to GCC Sub-Clause No.</b>	<b>Description</b>
1	<b>Sub-Clause 3.2</b>	<p><b>Functions of Engineer</b></p> <p>In addition to the duties mentioned in Clause 3.2 of General Conditions of Contract:</p> <ul style="list-style-type: none"> <li>(i) Shall watch and inspect the Works, monitor and examine any material to be used and workmanship employed by the Contractor in connection with the Works;</li> <li>(ii) Shall carry out such duties and exercise such powers vested in the Engineer in accordance with the provisions of the Contract;</li> <li>(iii) Shall issue instructions which in his opinion are necessary for the execution of the Works; and</li> <li>(iv) May issue any other instruction which in his opinion is desirable in connection with the Works.</li> </ul> <p>In case The Engineer is employee of any agency hired by the Employer; the Engineer shall take the approval of the Employer for all technical and financial matters otherwise he shall be deemed to have taken the approval of the Employer.</p>
2	<b>Sub Clause 4.2.1</b>	<p><b>PERFORMANCE SECURITY</b></p> <p>The amount of Performance Security for this contract will be 5% of contract value. If the contract value increases by more than 25% of the original contract value, the Performance Security will be increased accordingly for complete revised value on every increase. 100% Performance Security will be released after completion of Defect Liability Period and issuing of taking over certificate/ Final completion certificate.</p>
3	<b>Sub-Clause 4.4</b>	<p><b>Coordination with other Contractors</b></p> <p>The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages</p>
4	<b>Sub-clause 4.5</b>	<p><b>Sub-contractors</b></p> <p>The work should not be sublet without the written approval of Engineer in-charge.</p>
5	<b>Sub-Clause 4.10</b>	<p><b>Sufficiency of Tender</b></p> <p>The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.</p> <p>The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items of works executed as per BOQ.</p>
6	<b>Sub-Clause 4.11</b>	<p><b>Access Route</b></p> <p>All operations for the execution of the Works shall be carried out so as not</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.</p> <p>The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters</p>
7	<b>Sub-Clauses 5.3</b>	<p><b>Manufacture, Installation and Construction Methods</b></p> <p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner which minimizes disruption to office adjacent.</p> <p>The Engineer shall inform the Contractor in writing within 7 days after receipt of the above information;</p> <p>(a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction:</p> <p>(i) fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design;</p> <p>(ii) would be detrimental to the Works and/or to the other works comprising the Project;</p> <p>(iii) do not comply with the other requirements of the Contract;</p> <p>(c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.</p> <p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Engineer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer.</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.
8	<b>Sub-Clauses 4.16 and 6.7</b>	<p><b>Safety Precautions</b></p> <p>The Contractor is required to make himself aware of all the requirements of the Employer's Safety, Health and Environmental Manual in this regard and comply with them. The Site Safety Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16 and 6.7 of General Conditions of Contract.</p> <p>The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and industrial health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site If at any time the Site Safety Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety Plan. The Contractor shall, within 7 days, submit the revised plan to the Engineer for review.</p>
9	<b>Sub-Clause 4.17</b>	<p><b>Protection of the Environment</b></p> <p>The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions</p> <p>(a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to construction and maintenance activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.</p> <p>(b) All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall</p>

<b>SCC Clause</b>	<b>Reference to GCC Sub-Clause No.</b>	<b>Description</b>
		<p>include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.</p> <p>(c) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to monitor and conduct tests to verify that the Site Environmental Plan is being properly and fully implemented</p>
10	<b>Sub-Clause 4.18</b>	<p><b>Electricity and Water</b></p> <p>Electricity and water shall be arranged by the contractor on his own and at his cost.</p> <p>If available, the Employer may provide Water supply and Electricity on chargeable basis. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules &amp; IE Act (Latest) duly complying all safety precautions and under following conditions:</p> <p>(a) The contractor shall submit full scheme for the requirement of electricity &amp; water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements/ alternative arrangements.</p> <p>(b) The Contractor should make his own arrangements to draw the water from the available water point to the working place without affecting the premises</p>
11	<b>Sub-Clause 4.19</b>	<p><b>Employer Supplied Machinery and Materials</b></p> <p>The Employer will not provide any machinery or materials under the Contract.</p>
12	<b>Sub Clause 4.27</b>	<p><b>Security of the Site</b></p> <p>The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project.</p> <p>The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorized person.</p> <p>If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity.</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		<p>The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority.</p> <p>For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.</p>
13	<b>Sub-Clause 5.3</b>	<p><b>Submission of Documents</b></p> <p>The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.</p> <p>Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.</p> <p>The Operation and Maintenance Manuals and drawings submitted by the Contractor shall, if required, be updated by him during the Defects Liability Period and re-submitted for review by the Employer's Representative.</p>
14	<b>Sub-Clause 6.0</b>	<p><b>Training of Contractor's Employees / Staff / Workers</b></p> <p>Contractor shall provide a training / workshop on Safety, Health &amp; Environment (SHE) to all its workers/ employees/ sub-contractors at the time of induction as per required of condition of contract on Safety, Health and Environment. Before posting any of his workers/ staff/ employees/ sub-contractors, the contractor shall give a certificate that the said person had undergone the requisite SHE training.</p>
15	<b>Sub-Clause 6.4</b>	<p><b>Labour Laws and NMRC Labour Welfare Fund</b></p> <p>(a) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work.</p> <p>The contractor must ensure compliance of all the labour laws including obtaining labour licence and registration of workers with BOCW Board.</p> <p>(b) In case of death of staff, the agency is required to deposit ₹1,00,000/- in NMRC Labour welfare fund to enable NMRC to release ₹2,00,000/- for heir apparent as immediate relief to his dependent. Subsequently agency should facilitate compensation on priority. Violation of these</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		basic provisions shall attract a penalty of 5% of contract value and repeated violations shall lead to termination of contract.
16	<b>Sub-Clause 6.6</b>	<p><b>Housing Facilities</b></p> <p>The Contractor shall have to make his own arrangements for housing facilities for his staff.</p>
17	<b>Sub-Clause 6.7</b>	<p><b>Health and Safety</b></p> <p>Contractors are required to have tie-up with well-equipped reputed hospitals having facilities of MRI, CT Scan, Ultrasound, Blood Bank, specialist Doctors like neurosurgeon, orthopedic as mandatory requirement and fire station located in the neighborhood for attending to the casualties promptly and emergency vehicle kept on standby duty during the working hours for the purpose.</p>
18	<b>Sub Clause 7.0</b>	<p><b>Quality Control</b></p> <p>The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.</p> <p>The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.</p>
19	<b>Sub Clause 10.1</b>	<p><b>Defect liability period</b></p> <p>The Defect liability period (DLP) shall be <b>06 months</b> from the date of issue of the latest Taking over Certificate for the whole of the works.</p> <p><b>Work by persons other than the Contractor.</b></p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorize the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorized by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.</p>

<b>SCC Clause</b>	<b>Reference to GCC Sub-Clause No.</b>	<b>Description</b>
20	<p><b>Sub-Clause 11.1</b></p> <p><b>Sub-Clause 11.1.1</b></p> <p><b>Sub-Clause 11.1.4</b></p>	<p><b>Contract Price &amp; Payment</b></p> <p><b>In respect of All Inclusive Contract</b></p> <p>The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be all inclusive (including all taxes, duties, royalties etc.)</p> <p><b>Change in Taxes Duty</b></p> <p>(a) "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender.</p> <p>(i) Any new tax which is imposed on Composite Works Contractors applicable on Metro Project.</p> <p>(ii) Change in the rate of GST on Composite Works Contractors applicable on Metro Project as Per GST Act.</p> <p>(b) The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under sub clause 8.4.1 of GCC or it is specifically mentioned that extension is with adjustment for changes as stated above.</p> <p>(c) If the extension of contract period is on account of contractor's fault under Sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) &amp; (ii) above, during the original contract period or extended contract period shall be on employer's account.</p> <p>(d) Any other changes (except on account of clause (a) (i) &amp; (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation clause s not provided, the impact on any other change (except on account of clause (a) (i) &amp; (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.</p> <p>(e) Also, the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian rupees from the last date of submission of tender.</p>
21	<b>Sub clause 11.1.3</b>	<p><b>Price Variation</b></p> <p>This is a fixed price contract and no Price Variation is admissible in this</p>

SCC Clause	Reference to GCC Sub-Clause No.	Description
		contract.
22	<b>Sub-Clause 11.2</b>	<p><b>Advance</b></p> <p>No Advance is admissible in this contract.</p>
23	<b>Sub-Clause 11.6</b>	<p><b>Payment</b></p> <p>For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.</p> <p>The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the contractor shall submit necessary documents &amp; Bill in the standard format for payment.</p>
24	<b>Sub-Clause 15.0</b>	<p><b>Insurance</b></p> <p>(a) All of the contractor's employees drawing monthly wages up to ₹21,000/-or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.</p> <p>(b) The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff under sub clause above which may arise out of the performance of the contract. The insurance shall be at least for the amount of <b>₹2,20,000/-</b> for each incident.</p> <p>(c) Insurance cover for Contractor's All Risk shall be full value of Contract price.</p>
25	<b>Sub-Clause 18.1</b>	<p><b>Notices and Instructions</b></p> <p>The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi NCR. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.</p> <p>The Contractor shall establish an office in the Delhi NCR in consultation with the in charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to in charge. In addition, the</p>

**Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.**

<b>SCC Clause</b>	<b>Reference to GCC Sub-Clause No.</b>	<b>Description</b>
		Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.
	<b>Additional</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>  This contract will be governed by NMRC's General Conditions of Contract and Special Conditions of Contract. The later will have priority over the earlier one in case of any ambiguity in any of the clause.  All conditions mentioned in the General Conditions of Contract (GCC) will be applicable in addition to above.

## Draft Contract Agreement

THIS AGREEMENT made on the.....day of..... 2026 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Here after referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India** represented by ..... of the company, by virtue of his designation and authorization by Mr....., Managing Director, NMRC (here in after called as the "Corporation"), which expression shall unless excluded by or repugnant to the context or meaning there of be deemed to include its successors and permitted assigns) of the one part,

AND

.....having its registered office at ....., represented by ..... (here in after called the "**Contractor**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the Corporation desires that the Works/ Services known as the "....." should be executed by the Contractor, and has accepted a contract by the Contract or for the execution and completion of these Works.

The Corporation and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the min the Contract documents referred to.
2. The following documents shall be deemed to for mandberead and construed as part of this Agreement-

### Reference:

- (i) Tender No.....Dated.....
- (ii) Bid Documents duly accepted and submitted by.....dated.....
- (iii) The Bidding Documents which include all the Sections specified below:
  - a. Notice Inviting Tender
  - b. Instructions to Tenderers
  - c. Form of Tender
  - d. General Condition of Contract
  - e. Special Condition of Contract
  - f. Scope of Work
  - g. Tender Drawings
- (iv) Letter of Acceptance issued by NMRC
- (v) Any other admitted correspondence documents between NMRC and the Bidder.

### 3. Duration of Contract

The Corporation intends to appoint a Contractor to NMRC for a period of 60 (Sixty) days, which may be extended for a further period of 10 (Ten) days after reviewing the performance of the Contractor and depending upon the requirement and administrative convenience of NMRC in mutual agreement with the Bidder.

**4. Price Schedule**

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and there me dying of Defects therein, The Total Contract Price of Rs. ....-/- including GST and all other taxes & duties etc. as applicable would be payable as prevalent as per statute.

- 5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to trial all disputes arising out of this agreement between the parties.
  
- 6. In consideration of the payments to be made by the Corporation to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Corporation to execute the Works/Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum given by NMRC and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in any way whatsoever at any stage of work during execution or thereafter."
  
- 7. The Corporation hereby covenants to pay the Contractor in consideration of the execution and completion of the Works/Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Contractor  
Signature of the authorized official

For and on behalf of the Corporation  
Signature of the authorized official

**Name of the official**

**Name of the official**

Stamp/Seal of the Contractor

Stamp/Seal of the Corporation

In the presence of:

In the presence of:

**Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.**

Sign of Witness1\_\_\_\_\_

Sign of Witness1\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sign of Witness2\_\_\_\_\_

Sign of Witness2\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

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

1. This deed of Guarantee made this ..... Day of ..... (month & year) between Bank of..... (herein after called the "Bank") of the one part, and Noida Metro Rail Corporation Limited (herein after called "the Employer") of the other part.
2. Whereas Noida Metro Rail Corporation limited has awarded the contract for (name of work) (here in after called "the contract") to M/s..... (Name of the Contractor) .... here in after called "the Contractor".
3. AND WHEREAS the Contractor is bound by the said Contract to submit of the Employer a Performance Security for a total amount of ₹... (Amount in figures and words).
4. Now we the Undersigned.....(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ₹... (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately/same day on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor or in any suit or proceeding pending before any Court, Tribunal or Arbitrator/s/ Arbitral Tribunal relating there to and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till..... (The initial period for which this Guarantee will be valid must be for a period of 12 months after completion of work as per clause 4.7 section 4)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

**Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.**

8. The Bank agrees that no changes, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions "the Employer", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rs.....)
  - (b) This Bank Guarantee shall be valid upto.....
  - (c) We are liable to pay the Guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....(12 month from date of validity)

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

**For and on behalf of the**

\_\_\_\_\_ **Bank.**

**Signature of authorized Bank official**

Name: .....

Designation: .....

I.D. No.: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named In the presence of:

Witness1.

Witness2.

**Civil and Architectural Work for Development of NMRC Project Office at 2nd floor, Ganga Shopping Complex, Sector-29, Noida.**

Signature..... Signature.....

Name..... Name.....

Address..... Address.....

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.