

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).



NOIDA METRO RAIL CORPORATION LIMITED

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

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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**

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CONTRACT No. NMRC/Projects/NGNEDDC/415/2025

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 Detailed Design Consultant pursuant to this contract.
- (iii) **"Client"** means the Noida Metro Rail Corporation (also referred to as NMRC) which expression shall also include their legal successors and permitted assigns.
- (iv) **"Detailed Design Consultant"** (DDC) means the party or the group/construction named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
- (v) **"Sub-Contractor"** 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 DDC 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 DDC.
- (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 the Project.

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 - SCC.

3. Obligations of DDC

3.1. Scope of Services to be performed by the DDC

- (i) DDC shall perform Services relating to the Project. The Scope of the Services is stated in Volume 3 of tender documents.
- (ii) DDC shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.
- (iii) Where the Services include the co-ordination between the DDC and other consultants and contractors employed on the Project, the DDC shall provide such co-ordination. The DDC shall obtain, co-ordinate and submit to the Employer's Representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

3.2. Performance Guarantee

As stated in the 'Instruction to Tenderers' the DDC 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 18.1(ii) or (iii).

In the event of any defect coming to the notice of NMRC within the period of 24 months 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 and in the eventuality of the DDC failing to rectify the same, NMRC will forfeit the amount of the Performance Guarantee.

4. Change in Constitution

DDC shall promptly notify NMRC of any changes in the constitution of the DDC. 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 DDC, or on the addition or introduction of a new partner managing the Project for the DDC 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. Information

NMRC shall within a reasonable time give to DDC, free of cost, all information which he is able to obtain and which may pertain to the Services.

6. Decisions

On all matters properly referred to it in writing by DDC. NMRC shall give a decision in writing within a reasonable time.

7. Assistance

NMRC shall assist DDC in:

- (i) providing unobstructed access wherever it is required for the Services.
- (ii) providing access to other organizations for collection of information.

8. Supply/ Replacement of Personnel

The qualifications and experience of the personnel who are sent by DDC to work on the project shall be acceptable to NMRC. In case NMRC is not satisfied with the performance of any personal, the same shall be replaced on NMRC's request with a person acceptable to NMRC.

9. Representatives

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

10. Changes in Personnel

If it is necessary to replace any person of DDC, the latter shall immediately arrange for replacement by a person of comparable competence.

11. Liability of DDC to NMRC

DDC 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

DDC shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him 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.

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.

15. Modifications

The Contract can be modified in writing on application by either party only by written agreement of DDC and NMRC.

16. Delays and Liquidated Damages

16.1. Time is the essence of the Contract. It shall be the bounden duty of the DDC to strictly adhere to the time for performance of various services indicated in the Contract. In case of delays without valid reason the DDC shall be liable to pay liquidated damages as given in SCC. The maximum limit of Liquidated Damages shall be 10% of the Fixed Lump Sum Price of the Contract.

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

17. Exceptional Circumstances

If circumstances arise for which the DDC 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.

18. Abandonment, Suspension or Termination by Notice of NMRC

- (i) NMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to DDC who shall immediately make arrangements to stop the Services and minimize expenditure.
- (ii) If, NMRC considers that DDC is not discharging his obligations NMRC can inform the DDC by notice stating grounds for the notice. If a satisfactory reply is not received within 7 days of receipt of the notice by DDC. NMRC can by further notice terminate the Agreement provided that such further notice is given within 30 days of the NMRC's former notice.
- (iii) If DDC is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then NMRC may terminate the Services of the DDC as per the procedure given in Clause 18.1 (ii).
- (iv) NMRC may complete the project by whatever method may be deemed expedient and the DDC shall not be entitled to receive any further payment.

19. 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.

20. Payment to the Consultant.

NMRC shall pay the Lump Sum Price (which shall cover the sum total of all costs incurred by the DDC as set out in Special Conditions of Contract) to the DDC in partial payments on monthly basis for the performance of services as described in Volume 4 (Financial Packages) of tender documents.

21. 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 DDC's Proposal; and
- (xii) Any other document forming part of the Contract.

22. Time for Payment

Amounts due to the DDC shall be paid promptly.

23. Currency of Payment

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

24. Disputed Invoices

If any item or part of an item in an invoice submitted by the DDC is contested by NMRC, then NMRC shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

25. Languages and Law

In SCC, there is stated the language or languages of the Agreement, the ruling language and the law to which the Agreement is subject.

26. Assignment and Sub-Contracts

- (i) The DDC shall not, without the written consent of NMRC, assign the benefits from

the Agreement other than money.

- (ii) The DDC shall not assign obligations under the Agreement (to Sub-Consultant/ Sub-Contractors) without the written consent of NMRC.
- (iii) The DDC shall not without the written consent of NMRC initiate or terminate any sub-contractor for performance of all or part of the Services.

27. Copyright

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

28. Conflict of Interest

Unless otherwise agreed in writing by NMRC, the DDC and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

The DDC shall not engage in any activity that might conflict with the interests of NMRC under the Agreement.

29. Notices

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in the Agreement. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.

30. Publication

Unless otherwise specified in the Service Agreement, DDC, 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.

31. 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 DDC, failing which the same shall be referred to arbitration in accordance with Clause 33.

32. Taxes and Duties

The DDC 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.

33. Conciliation and Arbitration

33.1. Procedure for Claims

If the DDC intends to claim any additional payment under any clause of these Conditions or otherwise, the DDC 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 DDC

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 DDC 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 DDC to keep further contemporary records. The DDC 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 DDC 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) DDC 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 DDC 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 DDC and approved by NMRC.

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

33.2. Payment for Claims

The DDC 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 DDC shall be entitled to payment for such part of the claim as has been substantiated.

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

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.

33.4. 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.

33.5. 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.

33.6. 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.

33.7. Conciliation Procedure

- 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 DDC 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 DDC 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.

33.8. 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
- 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.

33.9. 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:

33.9.1. 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.

33.9.2. 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 DDC. The DDC 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 NMRC. In case the DDC 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 DDC. The DDC 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 DDC, within 30 days from the receipt of the consent for one name of the Arbitrator from the DDC. In case the DDC 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 DDC 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 DDC.

33.9.3. 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;

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.

33.9.4. 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.

33.9.5. 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.

- 33.9.6.** 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.
- 33.9.7.** 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.
- 33.9.8.** 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.
- 33.9.9.** 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.
- 33.9.10.** 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.
- 33.9.11.** 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.
- 33.9.12.** 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.

33.10. 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.

33.11. 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 DDC. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

33.12. Jurisdiction of Courts

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

33.13. 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 DDC 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 DDC shall continue to be made in terms of the Contract.

34. 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.

35. Consultant’s Warranty of Design

- (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.

36. Professional Indemnity Insurance (PII)

The DDC shall affect and maintain Professional Indemnity Insurance for the amount in **India Rupees equal to the contract value** payable to DDC in respect of design to be carried out by, or on behalf of them. The DDC shall produce evidence of coverage of the Professional Indemnity Insurance before any payment is released. The insurance which shall ensure the DDC's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of works, until two years after commissioning of work. It is a deemed accepted condition of contract that the DDC 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 DDC 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.

37. Corrupt and fraudulent practices

37.1. 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.
- 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.

37.2 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.

38. Termination of the Contract

38.1. Notice to Contractor

If the contractor fails to carry out any of his obligations, or if the contractor is not executing the works in accordance with the contract, the engineer may give notice to the contractor requiring him to make good such failure and remedy the same within such time as the employer/ engineer may deem to be reasonable.

38.2. Termination of Contract due to Contractor's Default

38.3. Conditions leading to termination of contract

The employer shall be entitled to terminate the contract if the contractor or any one of its constituents.

- a) fails to comply with a notice under sub clause 38.1
- b) abandons or repudiated the contract
- c) without reasonable excuse acceptable to the engineer, fails to commence the works in accordance with the contract
- d) sub contracts the whole of the works or assigns the contract without approval of the employer
- e) become bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the engineer or contravenes any provisions of the contract, or
- g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress, or
- h) fails to remove materials from the site, or pull down and replace work, after receiving notice from the engineer to the effect that the said materials or works have been condemned or rejected, or
- i) fails to take steps to employ competent and/or additional staff and labour, or
- j) fails to afford the engineer or his representative proper facilities for inspecting the works or any part thereof, or
- k) indulges in corrupt or fraudulent practices as explained in clause 37.1.

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).



NOIDA METRO RAIL CORPORATION LIMITED

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

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

VOLUME-2

Special 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**

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SPECIAL CONDITIONS OF CONTRACT (SCC)

Cl. No.	GCC Cl. Ref.	
1.	Clause 1	Definitions Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).
2.	Sub Clause 3.2	Release of Performance Security On completion of the entire work, the release of performance security shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Defect Liability Period.
3.	Clause 12	Duration of Liability shall be a period of 24 months reckoned '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.
4.	Clause 14	The date of Commencement for all 03 Extension Corridor Projects shall be the date of Notice to Proceed for that particular Project issued by NMRC.
5.	Clause 16.1	For any delay in any of the activities to be completed as given in Milestones in Volume 4 beyond the key date given thereof shall attract a Liquidated Damage per week or part thereof at the rate of 0.05% of the total amount (subject to correction) payable for that activity as per the "Stage Payment" distribution given in Volume 4. The maximum limit of Liquidated Damages shall be 10% of the Fixed Lump Sum Price of the Contract.
6.	Clause 16.2	Liquidated damages shall be incurred for late delivery of documents/ non-performance of activity as indicated in Payment Schedule in Volume 4 of tender documents at the rate given in SCC Clause 4.
7.	Clause 20	Lump Sum Price

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

		The Lump Sum Price shall cover the sum total of all costs incurred by the DDC for performing the Services. This shall not only include salaries, overheads and non-salary expenses, all allowance for contingencies, fees and profits, but all other costs and expenses incurred in carrying out the requirements of the Services, and the taxes, duties, fees and other impositions under the Applicable Laws. This cost shall include all costs for sub-consultants, sub-contractors, and any other professional fees or services incurred by the DDC. The Lump Sum Price Shall also include all costs, office expenses, travel charges, expenses and allowance paid to or on behalf of expatriate staff (if any) working in their own country or in India.
8.	Sub Clause 22	<p>Time for Payment</p> <p>Unless otherwise stated in Special Conditions of Contract,</p> <ol style="list-style-type: none"> After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 07 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer. Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed. The employer shall pay the amount certified in the final payment certificate within 56 days from the date of issue of certificate.
9.	Clause 25	<p>Language of the Agreement shall be English.</p> <p>The Agreement shall be interpreted, construed and governed by the Laws of India, and the legal proceedings, if any, shall be under the jurisdiction of the Courts in Noida/ Gautam Buddha Nagar.</p>

10.	Clause 29	<p>Notices shall be delivered to:</p> <p>-----</p> <p>-----.</p> <p>Executive/Director Noida Metro Rail Corporation Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India Attention Managing Director Facsimile</p> <p>For the Consultant:</p> <p>-----</p> <p>----- Attention: -----</p> <p>----- Facsimile: -----</p>
11.	Clause 32	<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> <p>i. any new tax which is imposed on Composite Works Contracts applicable on Metro Project.</p> <p>ii. Change in the rate of GST on Composite Works Contracts 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 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</p>

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

		<p>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>
12.	Sub-Clause 33.9 b)	<p>"The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Executive Director/NMRC on behalf of MD/NMRC" at following address:</p> <p>Office of Executive/Director,</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>
13.	Sub-Clause 33.9.2 i)	In case of Sole Arbitration: Within 60 days from the day when a written and valid demand for arbitration is received by Executive Director/NMRC on behalf of MD/NMRC, the Employer will forward a panel of 03 names to the Contractor.
14.	Sub-Clause 33.9.2(ii)(a)	Within 60 days from the day when a written and valid demand for arbitration is received by Executive Director/NMRC on behalf of MD/NMRC, the Employer will forward a panel of 05 names to the Contractor.
15.	Clause 36	<p>In addition to the GCC Clause no. 36</p> <p>The DDC 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 DDC. The insurance which</p>

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

		<p>shall ensure the DDC'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 DDC 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 DDC 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>
16.		<p>Variation –</p> <p>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 DDC and Employer before execution of such services.</p>
17.		<p>Price Variation:</p> <p>Price adjustment applies on the BOQ for the extended period sanctioned due to reasons attributable to the Employer. This Price adjustment shall be applicable for period beyond the original completion period/revised completion period due to reasons attributable to the DDC.</p> <p>Price Adjustment shall not be applicable during the original completion period or the extension period for which extension is sanctioned for the reasons attributable to the DDC.</p> <p>Price shall be adjusted as follows:</p> $Pa = P (a + b*(Bn/Bo)) - P$ <p>in which:</p> <p>Pa = adjusted amount payable to the Contractor</p> <p>P = Price payable on the basis of rates set forth in accepted rates in the Bill of Quantities for the work done by DDC.</p> <p>a = 0.10 is fixed coefficient representing the nonadjustable portion in contractual payments.</p> <p>b = 0.90 is the adjustable portion in contractual payments.</p> <p>Bn is the current cost index which is All India Consumer Price Index for Industrial Workers as published by Labour Bureau, Gol for the month that is 28 days prior to the date of actual</p>

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

		<p>completion of the part of work for which payment is made.</p> <p>Bo is base cost index which is the All India Consumer Price Index for Industrial Workers as published by Labour Bureau, Gol for the month which is 28 days prior to the original date of completion of work or revised date of completion of work sanction due to reasons attributable to the DDC.</p>
18.	Clause 3.2	<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 10% of the variation amount exceeding 25% of the Original Contract Value.</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>

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).



NOIDA METRO RAIL CORPORATION LIMITED

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

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

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**

ANNEXURE - 1

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(Reference Clause 3.2 of G.C.C.)

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

To

Executive Director,

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 DDC) ----- 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/NGNEDDC/415/2025 to execute the **Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).**

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.

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

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**'.

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 DDC) [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 **"Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km)"** as mentioned in contract documents and agrees to undertake performance thereof under the terms and conditions set forth in this Contract.

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

Both parties hereby agree as follows:

Clause 1

NMRC agrees to hire and the Consultant agrees to be hired to implement the “**Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).**” 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 (Part –I, II & III)
6. **Volume 5**
 - Standard Documents
7. **Volume 6**
 - Reference Drawings

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 design and consultant **Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from**

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km) and other design 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.

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 including GST.

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

Executive Director

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

Consultant

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

Clause 6 – Integration

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.

Executive Director
Noida Metro Rail Corporation
Block-III, 3rd Floor,
Ganga Shopping Complex,
Sec- 29, Noida- 201301, India

[Refer Note 6]
The Consultant

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

(.....)

WITNESS

(b)
.....

(.....)

(.....)

(c)
.....

(.....)

WITNESS

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

(.....)

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.

**Annexure-03
DETAILED JOINT VENTURE /CONSORTIUM AGREEMENT**

THIS JOINT VENTURE / CONSORTIUM AGREEMENT is entered into on this theday of 20.....

AMONGST

- i. M/s, and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns) acting as the Lead Partner,

and

- ii. M/s, and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns) in the capacity of a Joint Partner,

and

- iii. M/s, and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns) in the capacity of a Joint Partner,

The expressions of (i)(ii)and (iii)(names of Joint Venture / Consortium Partners) shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “The Party”.

WHEREAS:

Noida Metro Rail Corporation Limited. and having its registered office at Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida, Dist – Gautam Budh Nagar, U.P. - 201301 [hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns] , had invited bids by its Bid Invitation No.datedfor “[Insert name of work] [hereinafter referred to as “Contract”] and the parties stated above had entered into a Memorandum of Understanding (MoU) for participation in the above bid as _____(name of Joint Venture/ Consortium) and thereafter vide their offer dated “[Insert date of bid submission] had participated in the bids, and the Employer on considering the offer and its subsequent communications, if any, has awarded the Contract vide Notification of Award No.....(LOA No.).

- (A) It is a necessary condition under the Bidding Document that the partners of the Joint Venture / Consortium shall enter into a Joint Venture / Consortium Agreement and furnish the same to the employer after notification of the award of contract within a period of 28 days.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Document.

2. Joint Venture / Consortium

2.1 The Parties do hereby irrevocably constitute a JV/ consortium (the "JV/Consortium") for the purposes of jointly execution of work.

2.2 The Parties hereby undertake to execute the work only through this JV/ Consortium and not individually and/ or through any other JV/Consortium constituted for this work , either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead partner of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/ Consortium during the execution of work.
- b) Party of the Second Part shall be {the Partner of the JV/ Consortium; and }
- c) Party of the Third Part shall be {the Partner of the JV/ Consortium;}

4. The following documents shall be deemed to form and be read and construed as an integral part of this Agreement.

- i) Notice of Invitation for Bid, and
- ii) Bidding document
- iii) Any Addendum/Corrigendum to the Bid document
- iv) The offer submitted by the JV/Consortium.
- (v) Notification of Award No..... by the Employer awarding the Contract to JV/Consortium.

5. The 'Parties' have studied above documents and irrevocably agree with the same. The parties also agree to submit the Performance Security to the Employer for an amount and in the manner as stipulated in the bidding document.

6. For the purpose of submission of bid proposals, the parties had nominated (Name of lead Partner) as the Lead Partner duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. The same nomination will hold good for signing of the Contract Agreement and for doing all correspondences with the Employer during the execution of the contract, unless revoked with the approval of the Employer. However, M/s shall not submit any such proposals, clarifications or commitments in relation to this contract to the Employer, before securing the written clearance / consent of the other Partners. All such communications done by the lead Partner on behalf of the JV/Consortium with the Employer shall be deemed to have the concurrence of all the Partners of the JV/Consortium and shall be binding on all the Partners.

7. The 'Parties' have resolved that the distribution of share and responsibilities between the JV/Consortium Partners is as under:-

- a) Lead Partner share% ;

Responsibilities of Key Activities

- (i)
- (ii)
- (iii)

- b) Joint Venture /Consortium Partner Name.....and share%;

Responsibilities of Key Activities

- (i)
- (ii)
- (iii)

c) Joint Venture /Consortium Partner Name.....and share% ;

Responsibilities of Key Activities

- (i)
- (ii)
- (iii).....

8. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV/Consortium.

9. REPRESENTATION OF THE PARTIES

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly constituted, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental authority and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV/Consortium Partner is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any applicable law in force and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

10. ASSIGNMENT

The assignment and the role of each of the JV partner shall be dealt as per relevant contract conditions.

11. EXCLUSIVITY

The parties shall co-operate throughout the entire period of this JV Agreement on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other JV Partners and the Employer.

12. EXECUTIVE AUTHORITY

The said Joint Venture/Consortium through its authorized representative shall receive instructions from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project as per the contract requirements.

13. GUARANTEES AND BONDS

The Performance Security to be submitted by the JV/Consortium to the Employer shall be submitted by the JV/Consortium in accordance with the requirements of the Contract.

14. INDEMNITY

Each party hereby agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture/Consortium.

15. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

16. TAXES

16.1 Tax obligations

Each JV/Consortium Partner shall comply with all tax regulations concerning its Scope of work at its own risk and expense and for its own account. In particular, each JV/Consortium Partner shall be responsible for preparing and submitting all necessary tax returns and tax payments, as legally required.

16.2 GST

If the JV/Consortium is subject to GST, the relevant tax obligations shall be satisfied by the JV/Consortium.

Details of necessary procedures (with regard to invoicing procedure, tax declarations, documents and respective tax payments) will be agreed upon separately.

16.3 Taxation of the JV/Consortium

It is the JV/Consortium partner's common understanding that the implementation of the Project based on the principles of cooperation in this Agreement will not cause the JV/Consortium to register for corporate income tax purposes, whether as taxable entity

or in another form. No JV/Consortium Partner shall take any action that may contradict such common understanding of the JV /Consortium Partners. If the tax authorities nevertheless should tax the JV/Consortium on the basis of income from the entire Contract, the JV/Consortium Partners shall closely cooperate and agree on a joint approach in responding to the tax authorities' position. If the JV/Consortium should be taxable, the JV/Consortium Lead Partner will coordinate the tax filling and tax payment process. Details will be agreed upon separately. In principle, each JV/Consortium Partner shall bear the corporate income tax to the extent it relates to its Scope of Work. The calculation of each Consortium Partner's proportional amount of tax will be subject to the local tax law, each JV/Consortium Partner's pro-rata share of the taxable income and the relevant tax rate. If such calculation is not possible, the JV / Consortium Partners shall agree on another way of allocation of the respective tax. Taxes other than corporate income tax assessed on the JV/Consortium shall be borne by the JV/Consortium Partners pursuant to their Proportionate Values.

17. CONFIDENTIALITY

17.1 CONFIDENTIALITY OBLIGATION

Each party shall keep the information and documents received from the other party secret and confidential and shall not disclose them to a third party without written consent of the other party providing the information / documents.

17.2 EXCLUSIONS

Clause 17.1 does not apply to information which;

- a) Is or become generally available to the public through no breach of the receiving party;
- b) Is within the receiving party's lawful possession before the disclosure;
- c) Prior to the date of this Agreement, has been received from a Third Party having no obligation of confidentiality.
- d) Is independently developed by the receiving party;
- e) The receiving Party is required to disclose by any court order or government action, provided that prior to the disclosure, the receiving Party shall notify the disclosing Party.
- f) Is disclosed by either of the Parties to its affiliates or attorneys in connection with and for the purposes of the performance of this Agreement; or
- g) Is disclosed as required by any law, the rules of any recognized stock exchange or regulatory body or any written requirements of any taxation authority.

18. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996(Act no 26 of 1996) as amended from time to time. The venue of the arbitration shall be Delhi.

19. VALIDITY

Contract NGNEDDC: Detail Design Consultant (DDC) for Civil, Architectural and E&M works including Traction works for Elevated Sections of Extension Projects of Aqua Line from Noida Sec-51 to Knowledge Park-V, Noida Sec-142 to Botanical Garden & Depot Station to Boraki including augmentation of existing depot and RSS works (31.595 km).

This Agreement shall remain in force till the occurrence of the earliest of any of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a) The completion period of the Contract including its Defect Notification Period, or
- b) Termination of the contract awarded to JV/Consortium by the Employer
- c) Cancellation/ shelving of the Project by the Employer for any reasons

20. This Agreement is drawn in number of copies with equal legal strength and status. One copy is held by M/s (Lead Partner) and the other by M/s., M/s & M/s..... and a copy submitted to the Employer.

21. MISCELLANEOUS

- a) This Agreement shall be governed and construed in accordance with the Laws in force in India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

22. NOTICES BETWEEN JV/CONSORTIUM PARTNERS

Notices shall be given in writing confirmed by registered mail or commercial courier to the following addresses:

Lead Partner	Other Partner	Other Partner
.....
.....
(Name & Address)	(Name & Address)	(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this Agreement the day, month and year first before written

M/s.....	M/s.....	M/s.....
.....
(Seal)	(Seal)	(Seal)

Witness

1..... (Name & Address)

2..... (Name & Address)

Notes:

1. The mode of the execution of the JV/ Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.