

Section: 8

Special Conditions of Contract (SCC)

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1 (b)	The Project is Delhi- Panipat-Karnal Namo Bharat Corridor. The work is Contract no. DK/GC/COR-OF/026: Engagement of General Consultant for Delhi-Panipat-Karnal Namo Bharat Corridor.
1(c) and 3.1	<u>Applicable Law</u> The Contract shall be construed in accordance with the law of India.
1 (h)	The documents forming the part of the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue any necessary clarification or instruction to the Consultant, which shall be binding on the Consultant; and priority of the documents shall be as follows: i. The Contract Agreement ii. The Letter of Acceptance iii. Accepted Financial bid/Price Bid including Schedules iv. Letter of Technical Bid v. Addenda/Corrigenda Nos. [insert addenda/corrigenda numbers if any] vi. The Special Conditions of Contract vii. The General Conditions of Contract viii. Employer's requirements- Scope of Work ix. Technical bid including replies to Post bid queries, if any x. Any other document forming part of the Contract.
1 (l)	Add the following to GCC 1 (l) "Foreign Currency" means any freely convertible international trading currency other than the currency of the Employer's country. Bidders can quote the prices in any combination of Indian Rupees (INR) and/or any three freely convertible international trading currencies as quoted in Price bid in accordance with BDS provisions.
1(u)	"Services" means the services defined in Section-06 Scope of work of the bid documents to be performed by the Consultant in accordance with the Agreement which includes any Variations to the Services instructed or arising in accordance with the Agreement.

1(v)	<p>Add the following to GCC 1 (v)</p> <ul style="list-style-type: none"> (i) With prior approval of Employer, the consultant may engage sub-consultant for the activities covered in Lum Sum Scope of work (Schedule-A). (ii) The Consultant shall provide sufficient superintendence, to ensure that the works to be carried out by a Sub-consultant comply with the requirements of the Contract. (iii) The Consultant shall ensure that the Sub-consultant(s) proposed to be appointed shall have the requisite experience prior to the proposed appointment in relation to the work proposed to be sub-contracted and details of the same are provided to the Employer while seeking the approval. (iv) The Consultant shall release payment to the Sub-consultant promptly to ensure that the execution of works is not affected in any manner whatsoever. (v) The Consultant shall indemnify and hold the Employer harmless against and from any claim of sub-consultant. 											
4.1	<p><u>Language</u></p> <p>The language is English</p>											
6.1 and 6.2	<p><u>Contact Details</u></p> <table border="1" data-bbox="400 1283 1433 1839"> <tr> <td data-bbox="400 1283 815 1402">Employer:</td><td data-bbox="815 1283 1433 1402">National Capital Region Transport Corporation Ltd. (NCRTC), Gatishakti Bhawan, INA, New Delhi-110023. India</td></tr> <tr> <td data-bbox="400 1402 815 1464">Attention:</td><td data-bbox="815 1402 1433 1464" rowspan="3">This shall be communicated to the successful Bidder at the time of signing of contract agreement.</td></tr> <tr> <td data-bbox="400 1464 815 1527">Facsimile:</td></tr> <tr> <td data-bbox="400 1527 815 1590">E-mail (where permitted):</td></tr> <tr> <td data-bbox="400 1590 815 1653">Consultant:</td><td data-bbox="815 1590 1433 1653" rowspan="4">This shall be filled in at the time of preparation of Contract Agreement</td></tr> <tr> <td data-bbox="400 1653 815 1715">Attention:</td></tr> <tr> <td data-bbox="400 1715 815 1778">Facsimile:</td></tr> <tr> <td data-bbox="400 1778 815 1839">E-mail (where permitted):</td></tr> </table>	Employer:	National Capital Region Transport Corporation Ltd. (NCRTC), Gatishakti Bhawan, INA, New Delhi-110023. India	Attention:	This shall be communicated to the successful Bidder at the time of signing of contract agreement.	Facsimile:	E-mail (where permitted):	Consultant:	This shall be filled in at the time of preparation of Contract Agreement	Attention:	Facsimile:	E-mail (where permitted):
Employer:	National Capital Region Transport Corporation Ltd. (NCRTC), Gatishakti Bhawan, INA, New Delhi-110023. India											
Attention:	This shall be communicated to the successful Bidder at the time of signing of contract agreement.											
Facsimile:												
E-mail (where permitted):												
Consultant:	This shall be filled in at the time of preparation of Contract Agreement											
Attention:												
Facsimile:												
E-mail (where permitted):												

6.3	<p><u>Add clause 6.3 as following: -</u></p> <p>Communication amongst Employer, and Consultant shall be through Common Data Environment provided by the Employer. However, the notices to be confirmed in hard paper copy upon receipt within three days.</p>
7.1	<p>Consultant shall be required to open their office within 2 months from the Commencement/ Effective Date at Delhi/Murthal for performing the services defined in Scope of Work. The Services shall be performed at Delhi and at site locations in Delhi/NCR or at such locations as are specified by NCRTC and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve. Please refer to SCC Additional clause 12 and 13 for the payment on actuals towards provision of such Services outside NCR area.</p>
8.1	<p>Lead Member of Joint Venture</p>
9.1	<p><u>Authorized Representatives</u></p> <p>The Authorized Representatives are:</p> <p>For the Employer: This shall be communicated to the successful Bidder at the time of signing of contract agreement.</p> <p>For the Consultant: The Authorized representative shall be Project Director.</p>
11.1	<p><u>Conditions of Effectiveness of Contract</u></p> <p>The Effective Date shall be the date of issue of Letter of Acceptance or from the date if mentioned in the Letter of Acceptance.</p>
12.1	<p>Replace Sub Clause 12.1 with the following:</p> <p>Termination of Contract for Failure to Become Effective:</p> <p>If this Contract has not become effective within 14 days from the Effective Date, Employer may, by not less than twenty two (22) days written notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect hereto.</p>
13.1	<p>Commencement of Services:</p> <p>The commencement of services shall be from the Effective Date of the Contract.</p> <p>Confirmation of Key Experts availability to start the Assignment shall be submitted to the Employer in writing as a written statement signed by each Key Expert before the commencement of services.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 56 Months after the effective date of Contract.</p>

16	<p><u>Add the following at the end of GCC Sub Clause 16.1:</u></p> <p>The Consultant shall be bound to carry out and complete the stipulated work irrespective of percentage of variation in quantities of individual items, at the accepted rate as specified in the Bill of Quantities in Price bid subject to variation in the value of the Contract being limited to 50% of original accepted Contract value.</p> <p>Variation beyond limit mentioned above shall be negotiated and will be mutually decided by both the parties.</p>
20.7	<p>Add New Clause as 20.7 as following:</p> <p>(i) If a Party becomes aware of an error or defect in a document which was prepared for use in executing the works, the Party shall promptly give notice to the other Party of such error or defect.</p> <p>(ii) Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request test or similar act by the Employer /Employers representative/Engineer (including absence of disapproval) shall not relieve the Consultant from any responsibility he has under this Contract, including responsibility for errors, omissions, discrepancies and non-compliances.</p>
22.1	<p><u>Add the following at the end of GCC Sub Clause 22.1:</u></p> <p>Consultant is required to sign a Non-Disclosure agreement in the format given in Contract Forms before signing of the Contract Agreement. The Consultant shall ensure that his Experts and other personnels and any sub-consultants of any tier shall be bound by a like confidentiality undertaking.</p>
23.1	<p><u>Consultant's Liability</u></p> <p>The Consultant shall be responsible for, and shall indemnify the Employer, in respect of loss of or damage to equipment and materials furnished by the Employer, or purchased by the Consultant in whole or in part with funds provided by the Employer.</p> <p>The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.</p> <p>The Consultant shall indemnify the Employer from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of any nature that may be imposed on, incurred by or asserted against the Employer during or in connection in the Services by reason of:</p> <ol style="list-style-type: none"> a. Infringement or alleged infringement by the Consultant of any patent or other protected right; or b. Plagiarism or alleged plagiarism by the Consultant. <p>“Limitation of the Consultant's Liability towards the Employer:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Employer, shall not be liable to the Employer:</p> <ol style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the total value of the Contract;

	<p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;(ii) be construed as providing the Consultant with any limitation or exclusion from liability prohibited by the "Applicable Law,".
--	---

24.1	<p><u>Insurance Coverage</u></p> <p>The insurance coverage against the risks shall be as follows:</p> <p>a. The Consultant shall, for the duration of this Agreement, takeout and maintain, and shall cause any Sub-Consultant to takeout and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Employer, insurance against the risks, and for the coverages, as specified below and in accordance with good industry practice.</p> <p>b. If the Consultant fails to effect and keep in force the afore said insurances for which it is responsible pursuant hereto, the Employer shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the afore said insurance, to keep in force any such insurances, and pay such premia and recover the costs plus 50% thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Employer.</p> <p>c. The Insurances shall be jointly in name of Consultant and Employer. In case the Consultant intend to utilize the existing umbrella insurance policy(ies) already obtained by the Consultant, in the cover note / letter issued by the Insurance Company incorporating the name of this Services in the umbrella policy, it shall mention the Employer as the beneficiary and Consultant shall procure an undertaking from the Insurance Company in this regard. In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this Services than Consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this assignment.</p> <p>d. The insurance coverage to be obtained by the Consultant are:</p> <p>i. Professional liability insurance shall be jointly in name of consultant and employer, with a minimum coverage of value equal to the Contract value with unlimited number of incidents in respect of design and services to be carried out by, on behalf of the Consultant valid from the date of commencement till 60 Months after the date of issue of completion certificate.</p> <p>ii. Employer's liability and workers' compensation insurance in respect of the Experts in accordance with the relevant provisions of the applicable law in the Employer's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>iii. Third Party liability insurance as required under the applicable laws in the Employer's Country with a minimum coverage in accordance with the applicable law in the Employer's country.</p> <p>e. For the above insurances, the AOA (Any One Accident) limit shall not be less than 100% of the Contract Price with AOY (Any One Year) with unlimited occurrences. The deductible amount shall be 5% of claim amount or INR One Hundred Thousand (INR 100,000/-) whichever is less or as per the requirements of Statutory provisions. The insurance policy shall include a cross liability clause such that the insurance shall apply to the Consultant and the Employer as separate insureds.</p> <p>f. The evidence of the above Insurance shall be provided within 14 days from the Effective Date. The above Insurance shall be obtained within four weeks from the Effective Date and before any payment is released to Consultant. No insurance shall be cancelled, modified or allowed to expire or lapse during the period of the Contract. In case the insurances are annual policy, then the Consultant shall ensure and renew the validity of such policies annually to cover the entire period of the Contract. It is a deemed accepted condition of contract that the Consultant indemnifies and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc. In case currency of Contract/ Defect Notification</p>
------	--

	<p>Period is extended, then policy validity are also required to be extended suitably by the Consultant at his own cost.</p> <p>g. The Professional Liability Insurance shall be valid from Effective Date until the expiry of Professional Liability Period.</p>
27.2	<p><u>Future Use of Documents</u></p> <p>The Consultant shall not use the reports, relevant data, information such as maps, plans, drawings, specifications, designs, databases, diagrams, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Employer.</p>

30.3**Add New Clause GCC clause 30.3: Deduction from Payment for substitution of personnel as per the request of Consultant as following:**

Deduction from Payment for substitution of personnel as per the request of Consultant as per following:

(i) In case substitution is requested by the Consultant for the Key Experts evaluated during the Technical Bid, Consultant shall forthwith provide as a substitution, a person with equivalent or better qualifications and experience subject to the approval of the Employer. For others, the Consultant shall forthwith provide as a substitution, a person fulfilling the minimum requirements of age, qualification and experience in the relevant field of deployment as specified for similar category of Experts subject to approval of the Employer.

(ii) The Substitution shall be limited to once for each Key Expert (Project Director, Chief System Integration & Interface Expert -Cum-Dy. Project Director), K-1 and K-2 for whole contract period without any reduction of remuneration. In case, substitution of above Key Experts occurs more than once, then such substitution shall be paid at reduced rate of monthly remuneration as stated below:

S.No.	Key Expert	Remuneration for second substitution	Remuneration for third and onward substitutions
1.	For Project Director, Chief System Integration & Interface Expert - Cum-Dy. Project Director:	80% of original accepted remuneration/rates of the said Expert mentioned in the original accepted BOQ for balance contract period.	
2.	K1	85% of original accepted remuneration/ rates of the said Expert mentioned in the original accepted BOQ for balance contract period	80% of original accepted remuneration/ rates of the said Expert mentioned in the original accepted BOQ for balance contract period.
3.	K2	90% of original accepted remuneration/ rates of the said Expert mentioned in the original accepted BOQ for balance contract period.	85% of original accepted remuneration/ rates of the said Expert mentioned in the original accepted BOQ for balance contract period.

(iii) If the substitution is requested by the Employer, such cases shall not be counted for the substitution of as mentioned in S. No. (ii) above.

(iv) If suitable substitution of Key Experts is not deployed within one month period, it shall be treated as non-deployment of that Key expert and deduction shall be made as stated in Additional clause 9 after one month from the date of leaving of such expert.

(v) In case, the Consultant does not find suitable personnel for any of National/ local positions, Consultant may deploy international personnel meeting the bid requirements for such positions without any change in the price and currencies.

(vi) In case of absence of Team leader/ Project Director during any scheduled meeting for any non-justifiable reason to the satisfaction of NCRTC, a penalty of Rs 10,000/- per meeting shall be made.

(vii) In case of absence of Key Experts evaluated under clause 3.2 of EQC (except

	Project Director) during any Scheduled meeting called by concerned nodal officer for any non-justifiable reason to the satisfaction of NCRTC a penalty of Rs.5,000/- per meeting shall be made.
31.1	<p>Add following to GCC clause 31.1</p> <p>If the Additional service of Expert(s) is required for carrying out services, the additional amount shall be payable to the Consultant for the approved period of deployment of the additional Expert based on the unit remuneration. The miscellaneous cost shall be made as per the conditions defined in SCC additional clause-18.</p> <p>Consultant shall prepare the deployment schedule of Experts in Consultation with NCRTC keeping in view of the requirement of the project implementation schedule.</p>
34.1	The deployment of the Experts shall be counted for the duration of the availability of the personnel at the Location of Services. One man-month equals twenty- four (24) working days with one (01) working day shall not be less than eight (08) hours. 24 working day in a month considering Monday to Friday full day working and Saturdays Half day working similar to the practice followed in NCRTC. National holidays and holidays shall be those days which are recognized by NCRTC. Number of days to account for travel time to/from the Employer's country shall be zero.
34.2	The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave during the "Period of their engagement for the Services", and the Consultant's remuneration shall be deemed to cover these items.
35.1 (a) through (f)	<p><u>Assistance and Exemptions</u></p> <p>Employer shall assist in the matters specified in the GCC by providing documentation only on request of the Consultant.</p>

37.1	<p>Replace clause 37.1 with following</p> <p>The accepted contract price amount shall be adjusted to take into account any increase or decrease in cost after the date of submission of bid from:</p> <ul style="list-style-type: none"> a) a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or b) in the judicial or official governmental interpretation of such laws of India; or c) the commencement of any Indian law which has not entered into effect until the date of submission of bid; or d) any change in the rates of any of the Indian taxes that have direct effect on the contract <p>If as a result of change in law, interpretation or rates of taxes defined above, Consultant benefits from any reduction in cost for the execution of the Contract, save and except as expressly provided for in this clause or in accordance with the provisions of the Contract, Consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify Employer of such reduction in cost. Alternatively, the Employer may give notice to the Consultant along with detailed supporting particulars and instruct the consultant to submit a statement for reduction in cost as a result of change in Legislation.</p> <p>Due to increase and decrease in the cost, the remuneration otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the accepted contract value.</p>
38.3	<p>Add New Clause 38.3 as following:</p> <p>1.General Consultant shall be required to open their office within 2 months from the effective date at Delhi/Murthal for performing the services defined in Scope of Work.</p> <p>2.On request of the Consultant, the Employer may provide, if available, office space of about total area of 1500 square mtr in the NCR located near project site with reasonably adequate electrical points, intercom points and air conditioning only. Other arrangements shall be made by the Consultant on their own including but not limited to:</p> <ul style="list-style-type: none"> a) all office furniture and furnishings including chairs, tables etc. as required, b) office equipment including computers, stationary etc., c) Security and Housekeeping including any consumables d) Power consumption charges, Water and telephone charges etc. are to be borne by the Consultant <p>The payment for the above is covered under miscellaneous cost (Schedule-E of BoQ) and no extra payment shall be made by the employer on this account. However, in this case, a recovery of rent @ Rs. 1500 per square metre per month (inclusive of all taxes, duties, levies etc. excluding GST) for the actual area provided shall be made.</p> <p>3.The consultant will be required to vacate the offices within 60 days of completion of the consultancy services. In case of any delay in vacating the office, for next six months, a rent of INR 3000 per sqm per month (inclusive of all taxes, duties, levies etc. excluding GST) shall be charged in addition to the electricity and water supply charges. After expiry of six- months extended period as above, office will be got evacuated by the Employer and all expenses in evacuation process shall be borne by the Consultant.</p>

39	<p>Employer may provide Counterpart personnel for associating with Consultant's Experts for liaising, capacity building etc.</p> <p>These personnel shall be under administrative control of the Consultant and shall work in association of the respective Experts of the Consultant. However, they shall not replace any Consultant's Experts.</p> <p>The remuneration, salary etc. of these personnel shall be borne by Employer. Consultant shall permit these personnel to work in its office and shall provide various office facilities to them as provided to its own personnel.</p>
40	<p>In consideration of the Services performed by the Consultant under this Contract, the Employer shall make such payments to the Consultant as specified in original accepted Price Bid.</p>
41	<p>The sub clause 41: Ceiling Amount stands Deleted</p>
42.3	<p>Price adjustment on the remuneration applies: Price adjustment on the certified monthly payment (which includes Schedule B, C, D & E) shall be adjusted as follows: a) Payments certified in local currency shall be adjusted as follows: Payment certified in local currency pursuant to the rates set forth in Price Bid shall be adjusted after every 12 months (and, for the first time, with effect for the payment certified in the 13th calendar month after the date of commencement of the Contract) by applying the following formula: $P_n = a + b (B_n/B_o)$ In which: P_n= adjustment multiplier to be applied to the Local Currency component for the 13th calendar month from the date of commencement of the Contract and shall be applicable to the payment certified in 13th -24th month from the date of commencement of the Contract. Adjustment multiplier shall be recalculated for application in subsequent period on yearly basis as calculated for the 13th – 24th month from the date of commencement of the Contract. a=0.15 is fixed coefficient representing the non- adjustable portion in contractual payments. b=0.85 is the adjustable portion in contractual payments.</p> <p>Bo is the base cost index i.e. State/UT wise Group and All Groups Consumer Price Index (Urban), published by Ministry of Statistics and Programme Implementation, Govt of India, as applicable to Delhi area for the month of 28 days prior to the last day of bid submission.</p> <p>B_n is the current cost index i.e. State/UT wise Group and All Groups Consumer Price Index (Urban), published by Ministry of Statistics and Programme Implementation, Govt of India, as applicable to Delhi area for the 13th calendar month (governing month for current cost index for subsequent years shall be arrived by adding 12 months to last year's governing month i.e. 13th / 25th / 37th etc.) from the date of commencement of the Contract and will be applicable on yearly basis to which the particular interim payment certificate relates.</p> <p>Payments certified in foreign currency shall be adjusted as follows:</p> <p>Payment certified in foreign currency pursuant to the rates set forth in Price Bid shall also be adjusted after every 12 months (and, for the first time, with effect for the payment certified in the 13th calendar month after the date of commencement of the Contract by applying the formula provided in para-(a) above (applicable for local currency).</p> <p>Price adjustment on the foreign currencies certified for payment in Schedule 'B' shall be paid only on the adjustable portion (85%) as per the Consumer Price Index for Manpower or equivalent Index of the Government/ Government Authorized Agency of that country to which the currency belongs as accepted</p>

	<p>by the Employer and remaining (15%) shall be non-adjustable as per the formula for adjustment. The Index shall be proposed by the Bidder in their Technical Bid (Form: Table of Adjustment Data) along with their indices as on Base Date with supporting documents for Employer's review and acceptance. Base Date for this purpose shall be 28 days before the deadline for submission of bids.</p> <p>To arrive current indices as on last date of the respective month i.e. 13th / 25th / 37th etc. the Consumer Price Index for Manpower or equivalent Index of the Government/Government Authorized Agency of that country shall be considered from similar source of indices proposed by bidder as per supporting document for base indices.</p> <p>In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.</p> <p>Price adjustment in extended period of completion</p> <p>In case Extension of time is granted to Consultant for the reasons not attributable to Consultant, the price adjustment shall be made as mentioned above for the extended period of time.</p> <p>Further, if the extension of time is granted to the Consultant due to reasons attributable to the Consultant then price adjustment thereafter in the extended period shall be made using either (i) each index applicable on the month of expiry of the Time for Completion of the Works, or (ii) each index on the month to which a particular bill relates in the extended period of completion, whichever is more favorable to the Employer.</p>
42.4 (iv)	<p>Payment covered under Schedule-A (Lump Sum cost) as quoted in Price Bid:</p> <ol style="list-style-type: none"> 1. The initial two (02) months from the effective date shall be considered as the mobilization period, during which the GC shall undertake full-fledged office setup, associated preparatory activities and plan for deployment of experts. 2. During this mobilization period, unless specified otherwise, the Experts i.e. Team Leader/Project Director (International), Chief Track Expert (International), Chief Structural Design Expert, Chief Rolling Stock Expert (International), Sr. Traction Expert (International), Chief E&M, ECS, TVS & HVAC Expert, engaged for finalization of Technical Parameters (covered under Schedule-A of Price Bid) may provide inputs from their off-shore locations. 3. The Key Experts mentioned in para 2 above engaged in the finalization of Technical Parameters shall not be eligible for payment under the respective Man-Month schedule till submission of report on technical parameter. Their deployment (whether on-site or off-shore) shall be deemed to be included in the Lump Sum cost quoted in the Price Bid against Schedule-A, up to the submission of the Final Report of Technical Parameters or D+105 days, whichever is later. 4. The Chief Structural Design Expert and their associated Non-Key staff (maximum up to 3) engaged in the finalization of Technical Parameters up to the preparation and submission of drawings for standard spans of the finalized superstructure shall not be eligible for payment under the respective Man-Month schedule. Their deployment (whether on-site or off-shore) shall be deemed to be included in the Lump Sum cost quoted in the Price Bid against Schedule-A, up to the submission of the detailed design and drawings for standard spans of the finalized superstructure or D+135 days, whichever is later.
42.5	Deleted

<p>43.1 and 43.2</p>	<p>The cost of any expenses reasonably incurred by the Consultant other than those stipulated in the contract will only be reimbursed if prior approval of such expenses is taken from the Employer.</p> <p>The original accepted contract value includes all the services as stipulated in the bid documents during the contract period including all taxes [except Goods and Service Tax (GST) and Custom Duty] and duties' shall cover all costs incurred by the Consultant for performing the stipulated 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. These costs shall include all costs for Sub-Consultants, all other staff and any other professional fees or services incurred by the Consultant. The Original accepted contract value shall also include all costs, office expenses, travel charges, expenses and allowance paid to or on behalf of expatriate staff working in their own country or in India.</p> <p>Consultant and their personnel shall pay all taxes, cess, duties, fees and other impositions as may be levied under the Applicable Laws in India. In addition, they shall pay all taxes, fees and other impositions as may be applicable in their country of origin, as per their laws and regulations. All payments to the Consultant, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act and any other applicable law. The Consultant shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes/GST, as applicable. GST on this Contract, as applicable, shall be reimbursed by the Employer.</p> <p>All duties, taxes [except Goods and Service Tax (GST) and Custom Duty], royalties, cess, overheads, profit and other levies payable by the Consultant under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Consultant.</p> <p>GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of GST invoices as per the prevailing Government rules. Goods and Service Tax [GST] will be paid extra as applicable on the submission of GST Invoices for first Interim payment certificate. The subsequent Interim payment certificate shall be processed for payment upon submission of documentary evidence in the form of Challans/GSTR Form-1 as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. In case proof of GST deposited to authorities is not submitted with IPC, the same will be processed after withholding the GST amount (which was paid on previous IPC to consultant). The same withhold amount will be released only after the submission of documentary evidence (as stated above) to employer. However, if subsequent bills are raised before the return submission date of previous Bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the date of such return filing. The Final payment certificate/single payment certificate, payment shall be released on the undertaking by the consultant for providing evidence within 07 days from the due date of such return filing for final bill based on GST provision for due dates.</p>
<p>44.1</p>	<p><u>Currency of Payments</u></p> <p>The currency means the currency of India (INR) along with foreign currencies as quoted in the Price Bid in accordance with BDS provisions.</p>

<p>45.1(a)</p>	<p><u>Advance Payments</u></p> <p>Interest-bearing Mobilization Advance of 5% of the original accepted Contract value in the proportion of the currencies shall be paid in two installment of 2% and 3% on GC's written request. The first instalment of 2% of original accepted Contract value in the proportion of the currencies shall be paid after signing of Contract Agreement and submission of all insurances. The second instalment of 3% of the original accepted Contract value in the proportion of the currencies shall be paid after establishment of the exclusive coordination office in Delhi/Murthal.</p> <p>Employer shall process for the mobilization advance after receiving an application for advance payment as an Interest-bearing advance and after the Employer receives (i) the Performance Security and (ii) a guarantee in amounts and currencies equal to the advance payment plus 10% of the advance amount valid till the time of completion of the Contract.</p> <p>The Consultant, shall have option to reduce the Bank Guarantee progressively on quarterly basis for the mobilization advance recovered. Interest on Mobilization advance shall be charged as follows:</p> <ul style="list-style-type: none"> i In case of advance on INR component- at the rate equal to State Bank of India's MCLR applicable for the tenure of 01 year prevailing on the date of disbursement of the advance. ii In case of advance on Foreign Currency component- at the interest rate as mentioned in clause 46.1 below applicable for the tenure of 03 months or equivalent prevailing on the date of disbursement of the advance. <p>The recovery of Advances shall commence when 15% of the original contract Price has been paid and it will be completed by the time 85% of the Original Contract Price has been paid or the original completion date whichever is earlier. The recovery of advances shall be limited to 20% of the amount payable to the Consultant. The Consultant shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in instalments of higher amount and also to repay part or whole of the advance by direct payment rather than through On-account Bills.</p> <p>In case the Contract is terminated due to default of the Consultant or rescinded/foreclosed, due to any other reason, the Consultant shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/foreclosure of the contract and if the Consultant fails to do so due to any reason whatsoever, then interest at an interest rate as follows shall be levied</p> <ul style="list-style-type: none"> i. In case of advance on INR component -equal to State Bank of India's MCLR applicable for the tenure of 01 year prevailing on the date of issue of notice of termination/rescission/foreclosure plus 3%. ii. In case of advance on Foreign Currency component- equal to interest rate as mentioned in clause 46.1 below applicable for the tenure of 03 months or equivalent prevailing on the date of issue of notice of termination/rescission/foreclosure plus 3% shall be levied
-----------------------	---

45.1 (b)	<p>Add the following to GCC 45.1 (b)</p> <p>For each category of the personnel provided by the Consultant to the Employer, a monthly time sheet generated through attendance app provided or as directed by the Employer, shall be maintained by the Consultant, which shall be approved by the nominated official of the Employer. The above sheet shall be the basis for release of payment.</p> <p>The payment will be made on monthly basis against submission of an invoice by the Consultant which shall be supported by the originals of the time sheets duly approved by the nominated official of the Employer. Payment will be made only for the man days approved by the nominated official of the Employer.</p>
45.1 (c)	<p>Replace Clause GCC 45.1 (c) with following:</p> <p>The Employer shall pay the Consultant's invoices within 30 days after the receipt by the Employer of the itemized invoices and supporting documents. Only the portion of the invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Employer may add or subtract the difference from any subsequent payments.</p>
45.1(e)	<p>Payment shall be made electronically in the account of the Consultant as per the details provided by the Consultant. In case the Consultant is a Joint Venture, the payment shall be made only in the name of Joint Venture. In case the Consultant is a un-incorporated JV, if requested by the Consultant, direct payment to the individual partners of the JV can be made on joint certification by the authorized representatives of individual constituent partners, after making requisite recoveries /deduction from the gross payment. In this case, a notarized Joint Venture Agreement (Section 9: Contract Form) jointly signed by authorized representatives of all the constituent partners of the JV to this effect need to be submitted to the Employer before commencement of the Work. All payments, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act and any other applicable law, including any Withholding Taxes etc. For Tax purpose, Individual partners of JV shall be required to submit individual Tax invoices and TDS deduction certificate. The Consultant / individual partners of JV shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes/GST, as applicable.</p>

46.1

Interest Rate on Delayed Payments

The interest rate is:

The interest rate is taken as State Bank of India’s MCLR applicable for the tenure of 01 year prevailing on the date of default for INR portion.

In case of foreign currency component, interest amount shall be paid with following interest rate applicable on the date of default on such foreign currency portion:

Currency	Applicable base rate	Published by
USD	3 Months Term SOFR	https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr-fact-sheet.html
EURO	3 Months Euribor (term)	https://www.emmi-benchmarks.eu/benchmarks/euribor/rate/
JPY	3 Months TONA (forward)	https://www.jpx.co.jp/english/derivatives/products/interest-rate/3m-tona-futures/index.html
GBP	3 Months Term SONIA	https://www.ice.com/index
SKE	3 Months SWESTR	https://www.riksbank.se/en-gb/statistics/swestr/
Other	3 Months Lending Rate (as applicable from banks to commercial borrower)	As published by Central Bank or Central Bank’s authorized agency for publication of rates

48 & 49

Replace the Clause 48: Amicable Settlement and Clause 49: Dispute Resolution with the following:

48.1 Procedure for Claims: If the Consultant intends to claim any additional payment under any clause of Contract Agreement or otherwise, the Consultant shall give notice to the Employer/ Employer’s Representative as soon as possible and in any case within 28 days of the event giving rise to the claim coming to the knowledge of the Consultant.

The Consultant shall keep such contemporary records as may be necessary to substantiate the claim, either at the Site or at any other location acceptable to the Employer/ Employer’s Representative. Without admitting the Employer’s liability, the Employer/ Employer’s Representative shall on receipt of such notice, inspect such records, monitor the record-keeping and may instruct the Consultant to keep further contemporary records. The Consultant shall permit the Employer/ Employer’s Representative to inspect all such records and shall (if instructed) submit copies to the Employer/ Employer’s Representative.

Within 28 days of such notice, or such other time as may be agreed by the Employer/ Employer’s Representative, the Consultant shall send to the Engineer a fully detailed claim with all the supporting documents which form the basis of the claim. If the event or circumstance giving rise to the claim has a continuing effect:

this fully detailed claim shall be considered as interim;

the Consultant shall send further interim claims at monthly intervals, giving the accumulated amount claimed, and such further particulars as the Employer/ Employer’s Representative may reasonably require; and

the Consultant 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 the Consultant and approved by the Employer/ Employer’s Representative.

48.2 Payment for Claims: The Consultant shall be entitled to include in any Interim Payment Certificate such amount for the claim as the Employer/ Employer’s Representative considers due, after taking approval from the

	<p>Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Consultant shall be entitled to payment for such part of the claim as has been substantiated.</p> <p>48.3 No legal action till Dispute Settlement Procedure is exhausted: All Disputes raised by the Consultant shall be settled in accordance with the provisions of Clause 48 & 49. 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 48 & 49 shall have been exhausted in relation to that Dispute.</p> <p>48.4 Notice of Dispute: For the purpose of Sub-Clause 48.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Employer/ Employer's Representative.</p> <p>48.5 Two Stages for Dispute Resolution: All disputes shall be settled through a procedure in two stages:</p> <p>a. In the event of any dispute, in connection with or arising out of this Contract Agreement, the parties, within 60 days of the Notice of Disputes, shall first attempt to resolve such dispute(s) through amicable settlement. However, any failure of the party to resolve the dispute amicably at this stage does not prevent them retrying to resolve this dispute amicably at any subsequent stage.</p> <p>(b) Such disputes which are being tried to resolve amicably or cannot be resolved amicably shall be taken to Conciliation.</p> <p>48.6 Conciliation: Within 90 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to Conciliation.</p> <p>For Contract Awarded to MSME: Conciliation shall be done as per the provisions of MSME Act 2006 & its subsequent Amendments.</p> <p>For Contract Awarded to Other than MSME: If the party initiating Conciliation does not receive a reply within 21 days from the date on which the matter was referred to Conciliation, then such party may treat this as a rejection of the invitation to Conciliate and inform the other party accordingly.</p> <p>48.7 Conciliation Procedure</p> <p>a) Number of Conciliators:</p> <p>The Conciliator may consist of either a Sole Conciliator or a panel of three persons (the "Conciliation Forum"), and shall be constituted as mentioned below:</p> <p>For Disputes Amounting to upto Rs. 10.0 Cr. – A sole Conciliator shall be appointed.</p> <p>For Disputes Amounting to more than Rs. 10.0 Cr. – A Three-Members Conciliation Forum shall be appointed.</p> <p>b) Procedure for Appointment of Conciliator</p> <p>The Employer/ Employer's Representative shall maintain a panel of Conciliators. The Conciliator shall be appointed as per the following:</p> <p>(i) In case of Sole Conciliator: Out of the panel of Conciliators maintained by the Employer/ Employer's Representative, a list of three Conciliators shall be sent to the Consultant, within 21 days of receiving the notice for referring the matter in Dispute to Conciliation. Within 21 days from being informed to Consultant the panel of 03 names of Conciliators, the Consultant shall choose one of them to act as Conciliator and conduct conciliation proceedings. In case the Consultant fails to choose one Conciliator from the given panel of 03 names of Conciliators, within 21 days from being informed by Employer/ Employer's Representative to Consultant, then MD/NCRTC shall appoint any one Conciliator from the given panel of 03 names of Conciliators as Sole Conciliator, within next 21 days.</p> <p>(ii) In case of Three Member Conciliation Forum: Out of the panel of Conciliators maintained by the Employer/ Employer's Representative, the Employer/ Employer's Representative shall, within 21 days of receiving the notice for referring the matter in Dispute to Conciliation, forward a panel of 05 names of Conciliator to Consultant. The Consultant shall then give his consent for any one name out of the above panel of 05 names as one of the Conciliator</p>
--	---

	<p>within 21 days from being informed by Employer to Consultant.</p> <p>The Employer/ Employer's Representative, within next 14 days, shall decide on the second Conciliator from the above panel of 05 names of Conciliator. Within 14 days from the receipt of the notification of their names as Conciliators, the third Conciliator who will act as Presiding Conciliator, shall be chosen by two Conciliators so appointed by the parties out of panel of 05 Conciliators provided to the Consultant.</p> <p>In case the Consultant fails to nominate one Conciliator from the panel given by the Employer/ Employer's Representative or the two nominated Conciliators fail to choose the Presiding Conciliator, within the given time, then MD/NCRTC shall nominate both such Conciliators or Presiding Conciliator, as the case may be, from the above-mentioned panel of 05 names of Conciliator, within next 21 days.</p> <p>The Employer/ Employer's Representative and the Consultant shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests of the Conciliator to submit written materials, provide evidence and attend meetings.</p> <p>Each party may, on its own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.</p> <p>The Conciliator shall record minutes of meeting. The proceedings/meeting shall normally be conducted on the basis of documents and written submissions/statements.</p> <p>When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.</p> <p>If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.</p> <p>The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the Conciliation proceedings should be completed by the Sole Conciliator or Three Member Conciliation Forum, within 120 days of receipt of their appointment.</p> <p>48.7.1 Place of Conciliation: Conciliation proceedings shall be held at New Delhi, India and the language of the Conciliation proceedings and that of all documents and communications between the parties shall be in English.</p> <p>48.7.2 Cost of Conciliation Cost of Conciliation means reasonable costs relating to;</p> <ul style="list-style-type: none"> i the fees and expenses of the Conciliator, ii any other expenses incurred in connection with the Conciliation meetings and the settlement agreement. <p>The fee of the Conciliator shall be as per fees structure applicable in NCRTC and expenses of Conciliation on account of (i) and (ii) above (as given as Appendix-A to SCC) or any subsequent upward amendment in the Fees of the Conciliator in NCRTC, shall be borne equally by both the parties.</p> <p>48.7.3 Jurisdiction of Courts: Where recourse to a court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.</p> <p>48.7.4 Suspension of Service on Account of Conciliation</p> <ul style="list-style-type: none"> (i) The ongoing service of the project shall in no case be interrupted or stopped in view of making reference for conciliation or its commencement.
--	--

	<p>(ii) The obligations of the Employer/ Employer's Representative and the Consultant shall not be altered by reasons of conciliation being conducted during the progress of the Service.</p> <p>Neither party shall be entitled to suspend the service or part of the service to which the dispute relates on account of conciliation and payments to the Consultant shall continue to be made in terms of the Contract.</p> <p>48.8 Termination of Conciliation Proceedings The conciliation proceedings shall be terminated in accordance with clause 75 of the Arbitration and Conciliation Act 1996 with upto date amendments: Upon termination of the conciliation proceedings, the conciliator shall be paid fee as per the terms of conciliation of the employer for which the conciliator shall give written notice to the parties. The costs shall be borne equally by the parties unless otherwise agreed by the parties.</p> <p>48.9 Arbitration There shall be no Arbitration for any or all disputes arising in this Contract.</p> <p>48.10 Jurisdiction of Courts Where recourse to a court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.</p>
Additional Clause 1	<p>Submissions of deliverable</p> <p>Time is the essence of the Contract. It shall be the bounden duty of the Consultant to strictly adhere to the time for performance of various services indicated in the Contract. The Consultant shall make all the submissions mentioned in the Section 6: Scope of Work within the mentioned time limit.</p>
Additional Clause 2	<p>Delayed Drawings /Submissions</p> <p>The Consultant shall give notice to the Employer whenever the Work are likely to be delayed or disrupted to the extent that any necessary drawing could not be issued to the Contractors engaged by the Employer within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p>
Additional Clause 3	<p>Change in Constitution</p> <p>(i) The Consultant shall promptly notify and obtain the approval of the Employer for any changes in the constitution of the Consultant. It shall be open for the Employer to terminate the Agreement upon change in the constitution of the Consultant. It shall be also open for the Employer to terminate the Agreement, upon loss of life, retirement, insanity or insolvency of any person being the proprietor/partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the prior approval in writing of the Employer.</p> <p>(ii) But in absence of and until its termination by the Employer as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by loss of life, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of loss of life 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.</p>

Additional Clause 4	Deleted
Additional Clause 5	<p>Information</p> <p>The Employer shall within a reasonable time give to Consultant, free of cost, all information which he is able to obtain, and which may pertain to the Services. But this will not relieve the responsibility of the Consultant to collect all the necessary information from other organisations, agencies etc. to the execution of the work assigned.</p> <p>Information shall be provided at the earliest. However, reasonable time shall not be more than 15 working days after Consultant has made the request.</p>
Additional Clause 6	<p>Decisions</p> <p>On all matters properly referred to it in writing by Consultant. NCRTC shall give a decision in writing within a reasonable time.</p> <p>Decisions/Approvals shall be provided at the earliest. However, reasonable time shall not be more than 15 working days after Consultant has made the request.</p>
Additional Clause 7	<p>Issue of Completion Certificate</p> <p>Employer shall issue the completion certificate within 60 days from the date of completion of service as certified by the Employer.</p>
Additional Clause 8	<p>Duration of Professional Liability</p> <p>Duration of Liability shall be a period of 60 months reckoned from the date of completion of services, as certified by the Employer.</p>
Additional Clause 9	<p>Deduction from Payment for non- deployment of Expert</p> <p>In case the Consultant does not deploy an expert which has otherwise been planned for deployment as per the approved deployment schedule, for the reasons attributable to the Consultant, the remuneration for the non-deployed person shall not be paid for the period of non-deployment and a recovery equivalent to 20% of the original accepted remuneration/rates of the said Expert mentioned in the original accepted BOQ for the period of non-deployment shall be made.</p>
Additional Clause 10	<p>Performance Security:</p> <p>The amount of Performance Security shall be 5% of Contract Price as stated in Letter of Acceptance and in the same currency(ies) and its proportion as mentioned in the Contract Price as stated in Letter of Acceptance.</p> <p>The Consultant shall deliver the Performance Security, as specified in the 'Instruction to Bidders', to the Employer within 28 days after issue of the Letter of Acceptance. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer and shall be in the form as given in Section 9 (Contract Forms) or in other form specifically approved by the Employer.</p> <p>The Consultant shall submit the Performance Security in any of the following forms:</p>

	<p>(a) Bank Draft in favour of National Capital Region Transport Corporation Limited payable at New Delhi from a Schedule Commercial Bank Based in India, or</p> <p>(b) Fixed Deposit Receipt of a Scheduled Commercial bank based in India duly pledged in favour of National Capital Region Transport Corporation Limited., or</p> <p>(c) Unconditional and irrevocable Bank Guarantee in prescribed format (from a Bank having minimum net worth of over INR 5000 million) issued by a Scheduled Commercial Bank Based in India or a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by a Scheduled Commercial Bank in India, or a Foreign Bank which has a correspondent bank in India is required to submit the Bank Guarantee through the correspondent bank in India.</p> <p>The Bank Guarantee preferably be issued on the Structure Financial Messaging System (SFMS) platform. In case if Bank Guarantee is issued on SFMS platform then a separate advice of the bank guarantee shall invariably be sent by the issuing bank to Employer's Bank through SFMS and only of the same by the Employer's Bank, the bank guarantee shall become operative and acceptable to the Employer. Further, the bank guarantees in original form along with a copy of "MT760COV/IFN760COV (in case of issue of original bank guarantee message) / MT767COV/IFN767COV (in case of bank guarantee amendment message) Report" sent by the concerned issuing bank sealed in an envelope shall be submitted to the Employer.</p> <p>The Issuing Bank shall send the SFMS to: Beneficiary: National Capital Region Transport Corporation Limited Bank Name: HDFC Bank Account No. 50200029737870 IFSC Code: HDFC0000003</p> <p>In case of joint venture/ consortium, the performance security is to be submitted by the JV /consortium partners in the name of the JV/consortium in favour of National Capital Region Transport Corporation Limited. However, splitting of the performance security is permitted.</p> <p>The Consultant may submit Performance Security in two Parts of 2.5 % each. The first part of performance security (2.5%) shall initially remain valid up to 60 days beyond the issue of completion certificate and second part (2.5%) shall remain valid up to 60 days beyond the issue of performance certificate. In case of extension of time, the validity of the performance security shall be accordingly extended. Both parts shall be submitted prior to signing of Contract.</p> <p>The first part (2.5%) of Performance Security shall be released on issue of completion certificate. The second part (2.5%) of Performance Security shall be released after issue of the performance certificate.</p> <p>Such Performance Security shall be valid for period stated in the Special Conditions of Contract and in case of extension of time the validity of the same shall be extended for further period. The Employer reserves the right to forfeit the performance guarantee amount, in the event of termination of the Contract in accordance with relevant Clauses.</p> <p>In case validity period of Performance Security required is more than five (05) years, then in such case the Consultant may submit Performance Security with initial validity up to five (05) years along with an undertaking that the Consultant shall extend the validity of Performance Security up to the requisite validity period at least 60 days prior to expiry of the initial validity period (five (05) years) of Performance Security, failing which Employer reserves the right to invoke encashment of the Performance Security.</p> <p>If the Consultant fails to provide, maintain and renew the Performance Security in accordance with the Contract, then the Employer shall, without prejudice to any other rights and remedies to which it may be entitled, shall have the right to invoke the Performance Security. The Employer reserves the right to terminate the Contract.</p>
--	--

	<p>Upon any encashment and appropriation of the Performance Security, the Consultant shall, within 14 (fourteen) days thereof, replenish the Performance Security to the original level.</p> <p>Without limitation to the provisions of the rest of this Sub-Clause, whenever the Employer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Original Contract Price payable in a specific currency, the Consultant shall at the Employer's request promptly increase or decrease Performance Security equal to an amount of same percentage (as stated in ITB) of the variation amount exceeding beyond 25% of the original Contract Price.</p> <p>In the event of any defect coming to the notice of the Employer within the duration of liability period as stipulated in additional clause 8 of SCC and in the eventuality of the Consultant failing to rectify the same, despite written advice from the Employer, the Employer will forfeit the amount of the Performance Security.</p>										
Additional Clause 11	<p>Surveys</p> <p>In case any surveys are required by the Consultant and the request is deemed reasonable by NCRTC, the Consultant shall get the same done after approval. The cost of such surveys shall be borne by NCRTC.</p>										
Additional Clause 12	<p>Travel Reimbursement</p> <p>Whenever the Expert of the Consultant is required to provide Services outside NCR area, Consultant shall take approval of Employer. Employer shall make the payment of the actual travel and lodging charges only subject to the limit defined for equivalent grades in NCRTC.</p>										
Additional Clause 13	<p>Equivalent Grades of NCRTC</p> <table border="1"> <thead> <tr> <th>Experts of GC</th><th>Equivalent Grades of NCRTC</th></tr> </thead> <tbody> <tr> <td>PD, DPD & K1</td><td>Grade-E8</td></tr> <tr> <td>K-2</td><td>Grade-E4</td></tr> <tr> <td>Non-Key-1</td><td>Grade-E2</td></tr> <tr> <td>Non-Key-2, 3 & 4</td><td>Grade-NE7</td></tr> </tbody> </table>	Experts of GC	Equivalent Grades of NCRTC	PD, DPD & K1	Grade-E8	K-2	Grade-E4	Non-Key-1	Grade-E2	Non-Key-2, 3 & 4	Grade-NE7
Experts of GC	Equivalent Grades of NCRTC										
PD, DPD & K1	Grade-E8										
K-2	Grade-E4										
Non-Key-1	Grade-E2										
Non-Key-2, 3 & 4	Grade-NE7										
Additional Clause 14	<p>I. Extension of time-</p> <p>The Consultant may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:</p> <ol style="list-style-type: none"> "Force Majeure" referred to in Clause 17. The Consultant's work held up for not being given the details to be provided by the Employer in accordance with the Contract. Instruction of the Employer to suspend the Works and the Consultant not being in default as to reasons of suspension. Acts or omissions of other agencies involved in the project not forming part of this Contract and on whose performance, the performance of the Consultant necessarily depends, as stipulated in the contract. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause. Any order of Court restraining the performance of the Contract in full or in any part thereof. Any other event or occurrence which, according to the Employer, is not due to the Consultant's failure or fault and is beyond his control without Employer being responsible for the same. Employer's Variation. <p>If the Consultant considers himself to be entitled to an extension of time for Completion, he shall give notice to the Employer of such intention as soon as</p>										

	<p>possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.</p> <p>The Employer shall proceed in accordance with the contract conditions to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Employer shall notify the Consultant accordingly.</p> <p>II. Extension of time for completion for other reasons</p> <p>The Consultant shall not be entitled to an extension of time by reason of any delay to any activity in carrying out of the Services unless in the opinion of the Employer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Consultant fails to achieve any key date by reason of any delay shall not by itself be material to the Consultant's entitlement to an extension of time.</p> <p>III. Extension of time for delays due to Consultant</p> <p>If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Consultant's failure or fault, and the Employer is of the view that the remaining Works or the portions of Works can be completed by the Consultant in a reasonable and acceptable short time, then, the Employer may allow the Consultant extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide. The Liquidated Damages shall be charged at a rate of 0.1% per week of delay on original accepted contract value. Further, Liquidated Damages pertaining to key dates are mentioned in para 7 of Section 6: Scope of Work.</p> <p>The maximum limit of Liquidated Damages shall be 10% of the original accepted contract value.</p> <p>IV. Issue of Notice</p> <p>The Notice shall be given as soon as practicable after the Employer/consultant became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of Duration of Professional Liability shall be given before the expiry of such period.</p>
Additional Clause 15	<p>1. GC Steering Committee shall consist of Officials nominated by the Employer, Project Director or Deputy Project Director of the Consultant and one Key-1 level representative of the concerned group of the Consultant.</p> <p>2. GC Steering Committee shall hold a meeting on mutually convenient date in the first week of every month.</p> <p>3. The activities to be undertaken in the monthly GC Steering Committee shall include but not limited to review the Rolling Deployment Schedule, reason of any delay in any sub-activity/ activity, remedial measures to be undertaken for offsetting the delay, any additional amount payable to the Consultant, any deduction to be made from the payments to the Consultant, requirement of any mobilization/demobilization etc.</p>
Additional Clause 16	<p>Delays Caused by Authorities</p> <p>If the following conditions apply, namely:</p> <p>(a) the Consultant has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,</p> <p>(b) these authorities delay or disrupt the Consultant work, and</p> <p>(c) the delay or disruption was Unforeseeable,</p> <p>then this delay or disruption will be considered as a cause of delay under subparagraph additional clause 14 I (d) of additional Sub-Clause 14 [Extension of Time].</p>

Additional Clause 17	Employer reserves the right to re-apportion the deployment period between the same category of personnel or different categories of personnel based on the ratio of remuneration rates converted into Equivalent INR.
Additional Clause 18	<p>Miscellaneous Costs:</p> <p>Miscellaneous cost include but not limited to Consultants' expenses on hiring and retaining of supporting office staff, hiring and maintaining office accommodation, purchasing/ hiring office furniture, consumables for general consultancy, hiring and maintaining vehicles for local travel within NCR/project area to discharge all duties in respect of General Consultancy, preparing and submission of reports and other documents and accounts, mobilization and demobilization of all international experts, national/local experts & non-key experts (which includes airfare, luggage allowance and other miscellaneous expenses), communication costs, electricity charges, Equipment, any Software, Stationery, conferencing and other overheads etc.</p> <p>The payment of miscellaneous cost (Schedule-E of BoQ) shall be made @ 12% of amount payable under Schedule- B, C & D of BoQ in each R.A bill.</p>
Additional Clause 19	<p>Issue of Performance Certificate</p> <p>Performance Certificate shall be issued after 28 days of completion of Professional Liability Period.</p>
Additional Clause 20	<p><u>Recruitment/Deployment of Personnel</u></p> <p>(i) The Employer shall not recruit any personnel of the Consultant directly or indirectly.</p> <p>(ii) The Consultant shall not deploy in this contract any personnel of the Employer directly or indirectly for period of two years after leaving the service of the Employer.</p> <p>(iii) The Consultant shall not deploy in this contract any personnel of the contractor/consultant engaged by Employer on this project directly or indirectly for period of two years after leaving the service of the contractor/consultant engaged by Employer.</p>

Appendix A

The fee structure of Conciliator/Conciliator Forum is detailed as follows:

S.N	Particulars	Amount of Dispute		Fee Structure
1.	Conciliation Fee	A. Per Sitting Payment:		
		S. No.	Amount of dispute	Charges - per Conciliator *#
		i)	Up to Rs 10 Cr.	Rs. 15,000
		ii)	Above Rs 10 Cr.	Rs. 25,000
		B. Ceiling Limit of Sitting charges:		
		S. No.	Amount of dispute	Ceiling limit of sitting charges per Conciliator
		i)	Up to Rs 10 Cr.	Rs. 75,000
		ii)	Above Rs 10 Cr. & upto Rs 100 Cr.	Rs. 1,25,000
		iii)	Above Rs 100 Cr.	Rs 1,75,000
2.	Reading Charges/ Studying Documents of	S. No.	Amount of dispute	Charges- per Conciliator
		i)	Up to Rs 10 Cr.	Rs. 50,000
		ii)	Above Rs. 10 Cr & upto Rs. 100 Cr	Rs. 60,000
		iii)	Above Rs 100 Cr.	Rs. 75,000
3.	**Secretarial Assistance Incidental Charges &	S. No	Amount of dispute	Charges
		i)	Up to Rs 10 Cr.	Rs. 10,000
		ii)	Above Rs. 10 Cr & upto Rs. 100 Cr.	Rs. 20,000
		iii)	Above Rs 100 Cr.	Rs. 30,000
4.	Charges for publishing Settlement Agreement (On signing of Agreement by both the parties)	S. No.	Amount of dispute	Charges- per Conciliator
		i)	Up to Rs 10 Cr.	Rs. 50,000
		ii)	Above Rs. 10 Cr & upto Rs. 100 Cr	Rs. 1,00,000
		iii)	Above Rs 100 Cr.	Rs. 1,50,000

Note:

- *# Sole Conciliator for dispute upto Rs 10 Crore and three-member Conciliator for dispute above Rs 10 Crore.
- ** In case of 3-member conciliator forum, Secretarial Assistance and Incidental Charges shall be given to the Presiding Conciliator.