

TENDER NO: DMRC/DPR/EIA/20/II-143/2007

DELHI METRO RAIL CORPORATION.
(A JOINT VENTURE OF GOVT. OF INDIA AND GOVT. OF DELHI)

ENVIRONMENT IMPACT ASSESSMENT STUDY

FOR

DETAILED PROJECT REPORT (DPR)

FOR

**PROPOSED METRO RAIL PROJECT IN PUNE METROPOLITAN
AREA**

**DELHI METRO RAIL CORPORATION.
N.B.C.C. PLACE, PRAGATI VIHAR,
BHISHMA PITAMAH MARG,
NEW DELHI – 110 003**

NOTICE INVITING TENDER

TENDER NO: DMRC/DPR/ EIA/20/II-143/2007

1.1 GENERAL

DMRC invites sealed tender in prescribed proforma on Open Tender basis, for the following works of the proposed Metro Rail Project in Pune Metropolitan area.

Description of work	Earnest Money Deposit (EMD)	Period of completion	Last date for submission of tenders
Environmental Impact Assessment study for the DPR of the proposed Metro Rail Project in Pune Metropolitan area (Approx. Length 30 kms and 03 Lines)	Rs. 20,000	Ten Weeks	As per para 1.2.4 below

1.2 POINTS TO BE NOTED

1.2.1 Works envisaged under this contract are required to be completed in all respects within the period of completion mentioned above.

1.2.2 The mere fact that the tenderer has been shortlisted for the work shall not imply that his tender shall automatically be accepted. The same should contain all technical details as required for the consideration of tender.

1.2.3 Tender document consists of following sections:

- i) Notice Inviting Tender
- ii) Instructions to Tenderers
- iii) Scope of work
- iv) Special Conditions of Contract
- v) Tenderer's Financial Offer

Tender document may be purchased from the office of CE/Consultancy on all working days from 22.11.2007 to 17.12.2007 by paying Rs. 5200/- in the form of demand draft (Rs. 5000/- Tender Document Fee + 4% DVAT on Rs 5000/-). The tender document can be downloaded from DMRC web site www.delhimetrorail.com and while submitting the tender document enclose the tender document fee Rs.5200/- along with EMD.

- 1.2.4 Sealed Tender documents duly filled in is to be dropped in tender box placed in the office of Chief Engineer/Consultancy, DMRC, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi – 110003, Telefax No. 011- 24366748, 24365880 before and upto 1500 hrs on 18.12.2007. The Tender will be open on same date at 1530 Hrs.
- 1.2.5 The contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.6 Conditional offer or offer with deviations from the Conditions of Contract or other requirements stipulated in this tender document is likely to be rejected as non-responsive.
- 1.2.7 DMRC reserves the right to accept or reject the tender offer without assigning any reasons. Tenderer shall not have any cause of action or claim against the DMRC for rejection of his proposal.

(S.D.Sharma)
Chief Engineer (Consultancy)
Delhi Metro Rail Corporation.

SECTION 1.0

INSTRUCTIONS TO TENDERERS

1.0 INTRODUCTION

- 1.1 DMRC Limited hereinafter called the 'Employer' for works in accordance with this tender. The tender papers consist of the following sections in the tender document:

Notice Inviting Tender (NIT)
Instructions to Tender's (ITT)
Scope of work
Special conditions of Contract (SCC)
Tenderer's Financial Offer

- 1.2 Tender shall be prepared and submitted in accordance with the instructions given herein.

- 1.3 Relevant address for correspondence relating to this tender is given below:

Chief Engineer/Consultancy, DMRC, 3rd floor, NBCC Place, Bhisma Pitamah Marg, Pragati Vihar, New Delhi – 110003, Telefax No. 011-24365880

- 1.4 Some essential data / requirements pertaining to this Tender are detailed below:

- a. Earnest Money Deposit (EMD) to be furnished by the Tenderer for the amount as mentioned in NIT Para 1.1 in favour of *DMRC Limited* in the form of demand draft drawn on any Scheduled bank payable at New Delhi.
- b. Tender will be accepted in the office of Chief Engineer/Consultancy, DMRC, 3rd floor NBCC Place, Bhisma Pitamah Marg, Pragati Vihar, New Delhi – 110003, Telefax No. 011-24366748,24365880 (INDIA) as per time and date of opening of tender given in para 1.2.4 of NIT.
- c. Period for which the tender is to be kept valid is 60 days from the last date of submission of Tender.
- d. Period of commencement of work will be 3 days from the date of issue of "Letter of acceptance".

- e. Period of completion as indicated in para 1.1 of NIT is from the date of issue of "Letter of acceptance". However progress of the work is to be furnished weekly from 2nd week.
- f. The following documents will be required to be submitted by the tenderer along with tender:
 - i) Tender Documents duly signed and stamped on each page.
 - ii) List of staff and equipment proposed to be deployed on work.
 - iii) A work programme for timely completion of the work.

1.5 Tenderer, or any associate will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, engaged to provide any services, for award of this contract.

1.7 SITE VISIT

1.7.1 Any site information given in this tender document is for reference only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain all information that may be necessary for preparing the tender and entering into a contract.

1.7.2 The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

1.8 CONTENTS OF TENDER DOCUMENTS.

1.8.1 The tenderer is expected to examine carefully all the contents of the tender documents including instructions, conditions, terms, specifications and drawings and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenders which are not responsive to the requirements of the tender documents will be rejected.

1.9 CLARIFICATION ON TENDER DOCUMENTS.

1.9.1 While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.10 AMENDMENT TO TENDER DOCUMENTS.

- 1.10.1 At any time prior to the deadline for the submission of tenders, the Engineer may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.

The said amendment in the form of an addendum will be sent to all prospective tenderers who have received the tender documents, to reach them 2 days prior to the deadline for the submission of tenders. This communication will be in writing or by telefax and the same shall be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by telefax to the Engineer.

In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Engineer or the Employer may, at his discretion, extend the deadline for the submission of tenders.

1.11 LANGUAGE OF TENDER.

- 1.11.1 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer/Engineer shall be in the English language.

1.12 TENDER PRICES

- 1.12.1 The tenderer is required to quote his rates for all the items as per tender documents.
- 1.12.2 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

1.13 CURRENCIES OF THE TENDER

Tender prices shall be quoted in Indian Rupees only.

1.14 TENDER VALIDITY

The tender shall remain valid and open for acceptance for a period of 60 days as specified in para 1.4 (c)

1.15 EARNEST MONEY DEPOSIT (EMD)

- 1.15.1 The tenderer shall furnish, as Earnest Money Deposit (EMD) as specified in para 1.4 (a) above.

- 1.15.2 The Earnest Money Deposit (EMD) shall be in the form of a bank draft on any Scheduled bank payable at New Delhi.
- 1.15.3 The Earnest Money Deposit (EMD) shall be returned after successful completion of work.
- 1.15.4 Earnest Money Deposit (EMD) will be forfeited in the following cases
- a. If the Tenderer withdraws / modifies his tender during the period of tender validity
 - b. If the tenderer does not accept the correction of his tender in pursuance to clause 1.22
 - c. If the tenderer after award of work, does not start the work within the stipulated time period as per letter of award
- 1.15.5 No interest will be payable by the Employer on the Earnest Money Deposit (EMD) amount cited above

1.16 Signing of the Tenders

- 1.16.1 Entries to be filled in by the Tenderer shall be typed or written in indelible ink. Each page of the documents should be signed in full at the bottom by the person submitting the Tender along with the date of signing.
- 1.16.2 The person signing/initiating the documents shall be one who is duly authorised in writing by or for and on behalf of the Tenderer and/or by a Statute Attorney of the Tenderer. Such authority in writing in favour of the person signing the tender and/or notary certified copy of the Power of Attorney as the case may be shall be enclosed along with the tender.
- 1.16.3 The complete tender shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the tenderer. All amendments/corrections shall be initialed by the person or persons signing the tender.

1.17 SUBMISSIONS OF TENDERS

- 1.17.1 Tenders must be delivered at the place and time as indicated in para 1.4 (b) above in a sealed envelope duly marked on top with Tender Number and Name of work. The Employer/Engineer may, at his discretion, extend this date for the submission of tender by amending the Tender Documents. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of tender.

- 1.17.2 Tenders shall be submitted in time to the office of Chief Engineer/Consultancy, DMRC. The Engineer/Employer cannot take any cognisance and shall not be responsible for delay in transit.
- 1.17.3 Tenders sent telegraphically or through other means of transmission (telex etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

1.18 TENDER OPENING

- 1.18.1 The employer or his authorised representative will open the tenders in the presence of tenderers or their representatives who choose to attend on the date and time indicated in para 1.4 (b) above in the office of the Chief Engineer/Consultancy, DMRC, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi – 110003, Telefax No. 011-24366748,24365880. If such nominated date for opening of tender is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date of opening of Tender.
- 1.18.2 The Employer/Engineer will examine the tenders to determine whether they are complete, whether the requisite Earnest Money Deposit (EMD) has been furnished, whether the documents have been properly signed and whether the tenders are in order in all respects.
- 1.18.3 The tenderers name, the presence or absence of the requisite Earnest Money Deposit (EMD) and such other details will be announced at the time of tender opening by the Employer or his authorised representative.

1.19 PROCESS TO BE CONFIDENTIAL

- 1.19.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- 1.19.2 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of his tender.

1.20 CLARIFICATION OF TENDERS

- 1.20.1 To assist in the examination, evaluation and comparison of Tenders, the Engineer / Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by telefax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer during the evaluation of tenders.
- 1.20.2 Prior to the detailed evaluation of tenders, the Engineer will determine whether each tender is responsive to the requirements of the tender documents.
- 1.20.3 The Employer/Engineer will award, the contract to the tenderer, whose tender has been determined to be substantially responsive, complete and in accordance with the tender documents and whose evaluated Price has been determined to be the lowest. Negotiations, if any, shall be carried out with lowest responsive tenderer.

1.21 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 1.21.1 The Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of contract, or to divide the contract between / amongst tenderers without thereby incurring any liability to the affected tenderer or tender's or any obligations to inform the affected tenderer or tender's of the grounds for the Employer's action.

1.22 NOTIFICATION OF AWARD

- 1.22.1 Prior to the period of tender validity prescribed by the Engineer / Employer, the Engineer / Employer will notify the successful tenderer by telegram or telefax to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the conditions of Contract called the Letter of Acceptance) shall indicate the accepted tender amount, which the Employer will pay to the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract called the Contract Price). The "Letter of acceptance" will be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorised signatory, within two days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.
- 1.22.2 The "Letter of Acceptance" will be a part of the contract.

1.23 SIGNING OF AGREEMENT

- 1.24.1 The Engineer/Employer shall prepare the Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties. However, the successful tenderer shall arrange the necessary Non-judicial stamp papers of requisite value and attend the DMRC office to execute the agreement within two weeks of the date of receipt of the “Letter of acceptance” duly acknowledged and signed by the successful tenderer. Up on executing the agreement the original agreement will be retained by the employer and one copy of the Agreement duly signed by the Employer and the Contractor through their authorised signatories, will be supplied by the Employer to the contractor.

FORM OF AGREEMENT

(TO BE EXECUTED ON A RS.100/- NON-JUDICIAL STAMP PAPER)

Name of the work: ENVIRONMENT IMPACT ASSESSMENT Study of the DPR of the PROPOSED METRO RAIL PROJECT IN PUNE METROPOLITAN AREA.

This Agreement is made on the ---- day of ----- 2007 between DMRC hereinafter called “the Employer” of the one part and M/s----- hereinafter called “the contractor” of the other part.

Whereas the Employer is desirous that “ENVIRONMENT IMPACT STUDY as Detailed in `Section 2.0 - Scope of work “hereinafter called the “the Works” and has accepted a tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a. TENDER NO: DMRC/DPR/EIA/20/II-143/2007 comprising of Notice Inviting Tender, Instructions to Tenderers, Scope of work, Technical Specifications, Special Conditions of Contract and Bill of Quantities.
 - b. Your offer through your letter No. -----
 - c. Our Letter of acceptance No.:-----

In consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works by ----- and remedy any defects therein in conformity in all respects with the provisions of the contract.

The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the

Contract price of Rs. ----- being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorised Official

signature of the authorised official.

Name of the official
Stamp/Seal of the contractor

Name of the official
Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name -----
On behalf of the contractor in
The presence of-----

Name -----
On behalf of the Employer
in the presence of -----

Witness
Name
Address

Witness
Name
Address

Section 2

SCOPE OF WORK

2.1 GENERAL

The Environmental Impact Assessment shall be made due to implementation and operation of the project. The report shall be based on the base line measurement of Air, Noise and Water pollution and effect on these due to implementation of the project. Assessment shall be made for the trees to be cut / trimmed and displacement of the people along the corridor. Suitable mitigation measures shall be recommended for all adverse effects with minimum disturbance to environment and cost there of shall be worked out. The above studies shall assess the impact on environment due to the proposed Metro Rail Project for all the 3 phases, namely, 1. Pre –construction phase, 2. Construction phase and 3. Post Construction/Operation phase.

2.2 STUDY AREA/CORRIDOR

The proposed Corridor is for Metro Rail Project in Pune Metropolitan Area (approximately 30 KM & 03 Lines).

2.3 SCOPE OF WORK

The scope of work of the sub – consultant shall be as follows:

To carry out environmental and socio – economic impact assessment with following scope of services and to carry put related surveys:

Scope of Services.

- a) Assessment of environmental impacts related to location, design, construction and operations of projects.
- b) Preparing environmental mitigation and management plans for negative impacts.
- c) Identification of structures/organizations and persons affected by land to be acquired for the project.
- d) Development, review and appraisal of the existing situation of PAP with regard to their social-economic conditions. For this purpose surveys shall be conducted to evaluate social profile of PAPs. Opinion survey shall also be conducted regarding rehabilitation of the PAPs.
- e) Suggestion locations and methods for rehabilitation of PAPs as per current government policies.
- f) Consultancy for disposal of spoil generated due to construction.

The environmental and socio-economic impact assessment will be done for all the three phases:

i) Pre Construction Phase

As per existing environmental scenario forms most important data base for any further studies related to impact assessment. The consultant will undertake a comprehensive study for developing this database. The major areas of this database are as follows:

(a) Ecological scenario of the study area

Under this group of investigations, the data pertaining to the air, water, noise, oil, land quality, land use patterns, landscape aesthetics, plants, trees, green cover, waste generation, waste disposal etc. will be collected, with the objective to develop a scientifically authentic representation of study area. For detailed studies related to various pollution parameters, required samples will have to be collected from different segments of the study area.

(b) Sociological Studies

Information related to various social aspects like demography, occupational details, identification of project affected persons, vulnerable groups, rehabilitation requirements, institutional/community aspects etc. will be collected.

(c) Economic studies

Information related to various details like existing business institutions, employment scenario, civil amenities like sanitation, water supply, electricity, bore wells, telephones etc. will be collected.

(d) Vehicular Movement studies

To enable the negative and positive impacts of the proposed project, information related to traffic census, flow pattern, fossil fuel consumption, accidents etc will be collected.

ii) Construction Phase

Most of the negative impacts on account of the proposed project are expected in this phase. Therefore, the proper identification of the potential impacts has to be studied in detail. For this purpose a close interaction with DMRC and project proposed is requested. On the basis of the baseline information and the various activities proposed during the construction, possible negative environmental impacts will be forecasted and alternate models will be developed to deal with negative environmental impacts with discussions

involving not only DMRC and project proposer but also the construction agency and the experts.

ii) Post Construction Phase

To minimize the negative impacts, if any, various environmental management plans will be developed related to the green cover development, noise abatement, visual obstruction etc. for this phase, positive expected impacts of the metro are also to be assessed and brought out.

2.4 Submissions

- a. Inception report
- b. Compilation and analysis of the data report
- c. Draft Final Report
- d. Final report.

2.5 Time Frame

Time from the date of award:

- | | |
|------------------------------------|--|
| (a) Submission of inception report | : 2 weeks from date of award |
| (b) Data report | : 5 weeks from date of award |
| (c) Draft final report | : 9 weeks from date of award |
| (d) Final report | : 1 week after receipt of DMRC comments. |

2.5 SCHEDULE OF PAYMENTS

- | | |
|-------------------------------------|-------|
| Mobilisation fees | : 10% |
| On submission of inception report | : 20% |
| On submission of draft final report | : 50% |
| On submission of final report | : 20% |

2.6. FEES

The consultant should quote lump sum fee for the study in Section 5.0. Any taxes not included in the fee should be specifically mentioned.

2.8 OTHER CONDITIONS

- (a) There will be complete co-ordination between consultants and DMRC to review the progress of work done at each stage and DMRC will review the progress of work at regular intervals.
- (b) In case of premature termination, no extra compensation will be payable. DMRC in that case will make payment of remuneration to the extent of the services rendered till that time.
- (c) The consultant will attend all the meetings and make presentations to the client and also in other forums as and when required. This

may be required even after the consultant's work/time frame is over.

- (d) All the documents created out of the assignment work, will become the sole property of DMRC, and DMRC will be free to use the same in any manner deemed fit.
- (e) The consultant will exercise all reasonable skill, care diligence in the performance of the services under the agreement and shall carry out all the responsibilities with recognised professional standards.

SECTION – 3

SITE INFORMATION

WORK SITE

The project site is located in the area of Pune Municipal Corporation (PMC) and PCMC.

SECTION 4.0

SPECIAL CONDITIONS OF CONTRACT

4.1 Work Program

The contractor shall submit the work program before the start of work and submit 2 copies of weekly progress report to DMRC, clearly indicating the target achieved and programme for next week.

4.2 Safety precautions during progress of works

The contractor shall take all precautions to ensure safety of the staff, existing utility services, adjoining structures etc., during progress of work. The contractor shall also make necessary arrangement for the safety of his workers, if any accident occurs, the entire responsibility fall on the part of the contractor.

4.3 Damage to Government property or private life & property.

The contractor shall be responsible for all risks to the works and for trespasses and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Government (including Utility Services). DMRC is not responsible for the lives of persons or property of others whatsoever may be the cause in connection with or as a result of the execution of works even though all reasonable and proper precautions may have been taken by the contractor. Such cost, loss or damages or compensation (including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as omission on the part of the contractor, is to be borne by the contractor.

The amount of any costs or charges (including costs and charges in connection with legal proceedings), which may incur in reference thereto, shall be charged to the or to defend or comprise any claim or threatened legal proceedings or in anticipation of legal proceedings being instituted consequent to the action or default of the contractor to take such steps as may be considered necessary or desirable to ward off mitigate the effect of such proceedings, charging to the contractor as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or comprise and the incurring of any such expenses shall not be called in question by the contractor.

4.4 Risks and Cost

In case contractor fails to complete work as per schedule, DMRC has discretion to get the work done completed by any other agency at risk and cost of the agency to which the work has initially been awarded by giving seven days notice.

4.5 Permission

All the permissions from concerned agencies for carrying out surveys and other works is to be taken by the consultant. However, assistance in the form of letters etc. to local agencies for obtaining permission shall be extended by DMRC.

4.6 Taxes and Levies

All statutory liabilities as per applicable laws and act at site will be borne by contractor and DMRC will not entertain any claim in this regard. Income tax as per rules shall be deducted from each bill.

4.7 Liquidated Damages

Time is essence of the contract and it shall be strictly adhered to. In case of any delay not attributed to DMRC in the execution of work beyond stipulated time period, DMRC may recover as liquidated damage from contractor at the rate of 1/2 (half) percent of contract value per week of delay, limited to 10 (ten) percent of total value of the contract.

4.8 Force Majeure

War, invasion, revolution, riot, sabotage, lockouts, strikes, work shut down imposed by Government, acts of legislative or other authorities, stoppage in supply of raw materials, fuel or electricity, break down of machinery by mob or mass, act of God, epidemic, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable controls of contractor and which shall directly or indirectly prevent completion of project within the time specified in the agreement, will be considered Force Majeure. DMRC shall grant necessary extension of completion date to cover the delays caused by Force Majeure without any financial repercussions.

4.9 Settlement of disputes.

Matters will be finally determined by DMRC. All disputes and differences of any kind whatsoever arising out of or in connection with the contractor, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the contractor to and DMRC shall within a reasonable time after their

presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the DMRC or a by the Engineer on behalf of the DMRC, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the contractor and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, In or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or differences between the parties hereto as to the construction or operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or differences on any account, or as to the withholding by DMRC of any certificate to which the contractor may claim to be entitled to or if the DMRC fails to make a decision within a reasonable time, then and in any such case, the contractor after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration, obligations during tendency of arbitration work under the contract, shall unless otherwise directed by the Engineer, continue during the arbitration proceedings and no payment due or payable by DMRC. Shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

4.10 Arbitration

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be a nominated person appointed by Management of DMRC, whose decision shall be final and binding to the contractor.

The work shall be continued as per programme during pendency of arbitration.

4.11 Schedule of payment.

This is as specified in the scope of work.

4.12 Deliverables

This is as specified in the scope of work.

4.13 On Account Payment

The Contractor shall be entitled to take from time to time by way of on account Payments only for such works as in the opinion of DMRC he has executed in terms of the Contract.

4.14 Running payments not prejudicial to final settlement

Running payment made to the contractor shall be without prejudice to the final payment of accounts as final measurements and as such have been signed by the contractor and shall in no respect be considered or used as evidence of any facts stated or in or to be inferred from such accounts not of any particular quantity of works having been executed nor of the manner of its execution being satisfactory.

4.15 Certificate of completion of work

As soon as in the opinion of the Engineer-in-Charge, the work shall have been substantially completed the Engineer-in-Charge shall issue a certificate of completion in respect of work.

4.16 Escalation

No escalation in rates shall be allowed on any account.

4.17 Performance Security

Performance Security 10% of contract award value is to be deposited within 10 days from the award of the contract either in the form Demand Draft or Bank Guarantee valid upto completion period plus two months.

Engineer in Charge will refund the security deposit only after the completion of work in all respects by the contractor and formal issue of completion certificate by the Engineer.

4.18 Alteration to scope of work

DMRC Engineers or representative shall have power to make any alteration, omission addition substitution for the original work. No claim whatever on account of above shall be entertained except the payment for the actual work done.

4.19 Water and Electricity

All arrangements shall be made by the Contractor for obtaining water, electricity etc., required for the work, if any.

4.20 Other Conditions

In case of premature termination, no extra compensation shall be payable. Payment of remuneration in that case will be made to the extent the services rendered till that time can be made use of by DMRC limited to the period for which the agency had actually rendered the service and subject to the intermediate targets being adhered to as per the work schedule mutually agreed to. No notice of termination or remuneration thereof will be necessary and continuance shall be solely at the discretion of DMRC.

All the documents and drawings created out of the assigned work will become the sole property of the DMRC and DMRC will be free to use the same in any manner deemed fit.

The agency will exercise all responsible skill, care and diligence in the performance of the service under this work and shall carry out all the responsibilities with recognized latest professional standards.

Section – 5.0

Tenderer's Financial Offer

Sub: Environmental Impact Assessment Study for the DPR of the proposed Metro Rail Project in Pune Metropolitan Area (approximately 30 KM & 03 Lines).

I hereby quote Rs----- (In Words Rupees -----) as lump sum fees to complete the work in all respects as per terms and conditions mentioned in this tender document and to the entire satisfaction of Engineer in Charge.

Signature of Tenderer

Note

1. The quoted rates shall be inclusive of all cost of labour, materials, equipment, preparation of drawings, all incidental of any kind and taxes of all kinds for proper completion of the work