

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED

(A Joint Venture Govt. of India and participating State Govts.)

7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi-110049

PHONE: +91-11-41066943; FAX: +91-11-41066953

Addendum and Corrigendum No. 01A dated 11.05.2020

Name of Work: - Bid No. DM/ST/COR-OF/100, Package 24: Design, Supply, Installation, Testing and Commissioning of Signalling & Train Control and Telecommunication Systems for Delhi – Ghaziabad – Meerut RRTS Corridor of NCRTC

S.N.	Bid Document Section / Clause No.	Existing Document/Form/Clause/ Sub Clause	Modified Document/Form/Clause/Sub Clause [details in square brackets indicate comments]
1.	Part 1, IFB, clause 6	Bid through any other mode shall not be entertained. However, Bid Security in original shall be submitted physically by the Bidder on or before 23.06.2020 up to 15:00 hrs (IST). Bids received shall be opened on 24.06.2020 at 17:00 hrs (IST).	Bid through any other mode shall not be entertained. However, Bid Security in original shall be submitted physically by the Bidder on or before 23.06.2020 up to 15:00 hrs. (IST). Bids received shall be opened on 24.06.2020 at 15:00 hrs. (IST).
2.	Part 1, IFB, clause 9	The pre-bid meeting shall be conducted on 15.05.2020 at 11:00 hrs. (IST) at the address below: National Capital Region Transport Corporation Ltd., Corporate Office Extension / GC office, Under CWG Flyover, Near CWG Village Flats, NH-24, New Delhi – 110092 Tel: +91-11-41066943 Fax: +91-11-41066953	The pre-bid meeting shall be conducted on 15.05.2020 at 15:00 hrs. (IST) through Video Conferencing.

		<p>Bidders may attend the pre-bid meeting through Video Conferencing (VC) also. The prospective bidders who wish to join the VC shall be required to send a request email (along with necessary details such as name and address of the bidder, name, designation and email id of the person(s) who shall attend the meeting), to the below mentioned email id, atleast 3 working days in advance. NCRTC shall send the link for Video Conferencing in such cases enabling them to join through VC. NCRTC reserves the right to restrict the number of links per bidder based on the total requests received. NCRTC reserves the right to reject any request received after the deadline of such requests stated above.</p>	<p>Bidders may attend the pre-bid meeting through Video Conferencing (VC). The prospective bidders who wish to join the VC shall be required to send a request email (along with necessary details such as name and address of the bidder, name, designation and email id of the person(s) who shall attend the meeting), to the below mentioned email id, atleast 3 working days in advance. NCRTC shall send the link for Video Conferencing in such cases enabling them to join through VC. NCRTC reserves the right to restrict the number of links per bidder based on the total requests received. NCRTC reserves the right to reject any request received after the deadline of such requests stated above.</p>
3.	Part 1, Section 2 BDS, ITB 7.4	<p>Pre-bid Meeting: The prospective Bidder's designated representatives are invited at the Bidder's cost to attend a pre-bid meeting: Date: 15.05.2020, Time:1100 hours IST</p> <p>During this pre-bid meeting, prospective Bidder's may request clarification of the project requirement or any other aspects of the Bidding Document. Site visit by the Employer will not be organized. However, it is recommended to be undertaken by the bidder at its own cost.</p>	<p>Pre-bid Meeting: The prospective Bidder's designated representatives are invited at the Bidder's cost to attend a pre-bid meeting: Date: 15.05.2020, Time:<u>1500</u> hours IST</p> <p>During this pre-bid meeting, prospective Bidder's may request clarification of the project requirement or any other aspects of the Bidding Document. Site visit by the Employer will not be organized. However, it is recommended to be undertaken by the bidder at its own cost.</p>

4.	Part 1, Section 2 BDS, ITB 7.5	<p>Replace ITB 7.5 with the following:</p> <p>The Bidder is requested to submit any questions in writing as per the standard proforma provided in section-4 of Bidding Documents (Form PQ-1 of bidding forms) and upload it on the e-procurement portal not later than the date and time as mentioned in ITB 7.1.</p>	<p>Replace ITB 7.5 with the following:</p> <p>The Bidder is requested to submit any questions in writing as per the standard proforma provided in section-4 of Bidding Documents (Form PQ-1 of bidding forms) and upload it on the e-procurement portal not later than the date and time as mentioned in ITB 7.1. <u>Bidder is also requested to submit the editable soft copies of the same on the email-id mentioned in ITB 22.1 of Section 2: BDS.</u></p>
5.	Part 1, Section 2 BDS, ITB 14.7	<p>Replace ITB 14.7 with the following:</p> <p>All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and for which financing from Asian Development Bank and Asian Infrastructure Investment Bank has been applied. The Goods imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached in PCC for ready reference).</p>	<p>Replace ITB 14.7 with the following:</p> <p>All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and for which financing from Asian Development Bank and Asian Infrastructure Investment Bank has been applied. The Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u> imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of</p>

	<p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods. Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods.</p> <p>Employer has applied for Deemed Export Benefits under Foreign Trade Policy. In case the benefit is made available, Contractor shall pass on the same to the Employer. Employer shall facilitate the Contractor with reasonable documents for availing the Deemed Export Benefits. However, the responsibility to avail the Deemed Export Benefits or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.</p> <p>GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of certified 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-2A as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. 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 filling. The Final payment</p>	<p>customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached in PCC for ready reference).</p> <p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u>. Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u> imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u>.</p>
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6.	Part 1, Section 2 BDS, ITB 37.2	<p>II. The Employer's evaluation of a Bid will exclude and not take into account,</p> <p>(a) in the case of Goods (as defined under Conditions of Contract, Sub-Clause 1.1.44) offered from abroad, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable on the Plant if the Contract is awarded to the Bidder; and</p> <p>(b) in the case of Goods offered from within the Employer's country, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable on the Plant if the Contract is awarded to the Bidder.</p>	<p>II. The Employer's evaluation of a Bid will exclude and not take into account,</p> <p>(a) in the case of Goods (as defined under <u>General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u> offered from abroad, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable if the Contract is awarded to the Bidder; and</p> <p>(b) in the case of Goods (<u>as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u>) offered from within the Employer's country, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable if the Contract is awarded to the Bidder.</p>
7.	Part 1, Section 4, Bidding Forms, Form ELI-3 – Joint Venture Agreement, Point no. 4 (a)	The Lead Partner of our JV ----- (Name of the Lead Partner) shall have the majority share amongst the other partners of the JV.	The Lead Partner of our JV ----- (Name of the Lead Partner) shall have <u>.....% (insert percentage share minimum being 25%)</u> share amongst the other partners of the JV.

8.	Part 1, Section 4, Bidding Forms, Form CL-2, Para 1, 2 and 3 clause 2.4.2 (c) or 2.4.2 (d) or 2.4.2 (e) or 2.4.2 (f) of EQC.	[Replace the existing clause with the following] clause 2.4.2 (c) or 2.4.2 (d) of EQC.
9.	Part 3, Section 8, PCC Part A Contract Data, 1.8 Number of Additional Paper copies of Contractor's Document	3 Copies	<u>1 Copy</u>
10.	Part 3, Section 8, PCC Part A Contract Data, 4.4(b), Part of the Works for which subcontracting is not permitted	Design and Integrated Testing of Signalling System shall not be subcontracted	Design, Integrated Testing <u>and Commissioning</u> of Signalling System shall not be subcontracted
11.	Part 3, Section 8, PCC Part A Contract Data, 4.20, Number of additional paper copies of progress reports	3 Copies	<u>1 Copy</u>
12.	Part 3, Section 8, PCC Part A Contract Data, 8.3, Number of additional paper copies of the Programs	3 Copies	<u>1 Copy</u>

13.	Part 3, Section 8, PCC Part A Contract Data, 14.3 (b) Number of additional paper copies of Statements for Interim Payment	6 Copies	<u>1 Copy</u>
14.	Part 3, Section 8, PCC Part A Contract Data, 14.15(g), 2 nd Paragraph	In case the exchange rate of particular currency is not available on any date in the website then the selling exchange rate as per the website of the Central Bank of that country to which the currency belongs will be taken. In case the exchange rate of that currency is not directly available in INR on that website then the currency will be first converted to USD as per that web site and then converted from USD to INR as Per RBI or FBIL.	In case the exchange rate of the particular currency is not available on <u>the above date</u> in the website, then the exchange rate as per the website of the Central Bank of that country to which this currency belongs will be <u>adopted</u> . In case the exchange rate of that currency is not directly available in INR on that website then the currency will be first converted to USD as per the <u>exchange rate between that foreign currency and US Dollar on</u> that web site and then converted from USD to INR as per FBIL <u>exchange rate between US Dollar and INR, as prevailing 28 days before the latest deadline for submission of bids.</u>
15.	Part 3, Section 8, PCC Part B, Clause 1.1.93	“Bank” means the Asian Development Bank”	<u>Deleted</u>
16.	Part 3, Section 8, PCC Part B, Clause 1.1.103		[Add a New Sub-Clause 1.1.103, as follows:] <u>1.1.103: “Services” means all acts of every kind to be performed by the Contractor for the execution and completion of Contract and the remedying of any defects.</u>
17.	Part 3, Section 8, PCC Part B, Clause 1.5	Priority of Documents Replace point (a) to (k) with following (a) to (l) a. the Contract Agreement; b. the Letter of Acceptance;	Priority of Documents Replace point (a) to (k) with following (a) to (m) a. the Contract Agreement; b. the Letter of Acceptance;

		<ul style="list-style-type: none"> c. the Letter of Tender; d. the Particular Conditions Part A- Contract Data; e. the Particular Conditions Part B- Special Provisions; f. these General Conditions; g. the Employer's Requirements; h. the Schedules; i. Contractor's Proposal; and j. any other documents forming part of the Contract. 	<ul style="list-style-type: none"> c. the Letter of Tender; d. <u>Addendum and Corrigendum</u> e. the Particular Conditions Part A- Contract Data; f. the Particular Conditions Part B- Special Provisions; g. the General Conditions; h. <u>the Employer's Requirements – Particular Specifications;</u> i. <u>the Employer's Requirements – General Specifications;</u> j. <u>the Employer's Requirements – Drawings;</u> k. the Schedules; l. Contractor's Proposal; and m. any other documents forming part of the Contract.
18.	Part 3, Section 8, PCC Part B, Clause 1.8	<p>Care and Supply of Documents: Add following at the end of the Sub Clause</p> <p>Contractor shall create and maintain Building Information Modelling (BIM) as provided in the Employer's Requirements and update with variations and changes.</p> <p>Contractor shall furnish to the Employer three (3) hard copies in bound sets and one soft copy of all "As Built" drawings for every component of the Works at his own cost, all such copies being on Polyester film of quality to be approved by the Engineer or his Representative.</p>	<p>Care and Supply of Documents: Add following at the end of the Sub Clause</p> <p>Contractor shall create and maintain Building Information Modelling (BIM) as provided in the Employer's Requirements and update with variations and changes.</p> <p>Contractor shall furnish to the Employer <u>one (1) hard copy</u> in bound sets and one soft copy of all "As Built" drawings for every component of the Works at his own cost, all such copies being on Polyester film of quality to be approved by the Engineer or his Representative.</p>

19.	Part 3, Section 8, PCC Part B, Clause 1.17	<p>1.17. Inspections and Audit by the Bank</p> <p>The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.</p>	<p>1.17. Inspections by the Bank</p> <p>The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site.</p>
20.	Part 3, Section 8, PCC Part B, Clause 2.4	<p>Replace the last sentence of second Para,</p> <p>“the Employer shall immediately give a Notice to the Contractor with detailed supporting particulars”</p> <p>with</p> <p>“In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.</p>	<p>[The sub clause in PCC is deleted]</p> <p><u>Deleted.</u></p>

21.	Part 3, Section 8, PCC Part B, Clause 4.1, First Paragraph.	<p>Contractor's General obligation</p> <p>Add the following below the third para:</p> <p>All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank</p> <p>.....</p>	<p>Contractor's General obligation</p> <p>Add the following below the third para:</p> <p>All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any source country <u>except as required by ITB 4.8.</u></p> <p>.....</p>
22.	Part 3, Section 8, PCC Part B, Clause 13.3A, Sub-clause 1.5	In case of 1.3 (additional on board equipment) above, a reduction of 20% shall be applied on Schedule 1&2 i.e. Project Management and Design shall be taken as NIL.	In case of 1.3 (additional on board equipment) above, a reduction of 20% <u>and 100% shall be applied on Schedule 1: Project Management and Schedule 2: Design respectively.</u>
23.	Part 3, Section 8, Particular Conditions of Contract (PCC), Part B, Clause 14.2.3 (c)	In case the Contract is terminated due to default of the Contractor or rescinded/foreclosed, due to any other reason, the Contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/foreclosure of the Contract if the Contractor fails to do so due to any reason whatsoever, then interest at the rate 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% per annum shall be charged on the unrecovered amount of such advances from 16th day onwards compounded quarterly till the same is returned by the Contractor for INR portion. In case of foreign currency component interest rate equal to LIBOR for tenure of six months plus three percent or three percent whichever is higher	In case the Contract is terminated due to default of the Contractor or rescinded/foreclosed, due to any other reason, the Contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/foreclosure of the Contract if the Contractor fails to do so due to any reason whatsoever, then interest at the rate 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% per annum shall be charged on the unrecovered amount of such advances from 16th day onwards compounded quarterly till the same is returned by the Contractor for INR portion. In case of foreign currency component interest rate equal to LIBOR for tenure of six months plus three percent <u>however it shall not be less than</u>

		shall apply	<u>zero percent.</u>
24.	Part 3, Section 8, Particular Conditions of Contract (PCC), Part B, Clause 14.2.4	In case of a delay in the progress and/or completion of Work, as a result of which it is not possible for the Employer to recover the advance, before the original date of completion of Works stipulated in the Contract / extended date of completion (not on Contractor's account), then the interest to be charged from the Contractor on the remaining portion of the advance beyond such date, shall be equal to State Bank of India's MCLR applicable for the tenure of 01 year prevailing on the original completion date specified in the Contract plus 3% per annum for INR portion. In case of foreign currency component, recovery shall be made interest rate equal to LIBOR for tenure of six months plus three percent or three percent whichever is higher.	In case of a delay in the progress and/or completion of Work, as a result of which it is not possible for the Employer to recover the advance, before the original date of completion of Works stipulated in the Contract / extended date of completion (not on Contractor's account), then the interest to be charged from the Contractor on the remaining portion of the advance beyond such date, shall be equal to State Bank of India's MCLR applicable for the tenure of 01 year prevailing on the original completion date specified in the Contract plus 3% per annum for INR portion. In case of foreign currency component, recovery shall be made interest rate equal to LIBOR for tenure of six months plus three percent <u>however it shall not be less than zero percent.</u>
25.	Part 3, Section 8, PCC Part B, Clause 14.7, Sub-clause 1.5	Payment Replace the Sub-clause 14.7 (b) by following (b) after preliminary scrutiny and issue of provisional interim payment certificate by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], payment of 80% of the certified amount in provisional interim certificate shall be made by the Employer within 5 days of date of certification by the Engineer. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance amount shall be paid within 21 days from the certification of interim payment certificate by the Engineer or within 56 days after the engineer receives the statement & supporting documents whichever is earlier.	Payment Replace the Sub-clause 14.7 (b) by following (b) after preliminary scrutiny and issue of provisional interim payment certificate by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], payment of 80% of the certified amount in provisional interim certificate shall be made by the Employer within 5 days of date of certification by the Engineer. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance amount shall be paid within 21 days from the certification of interim payment certificate by the Engineer or within 56 days after the engineer receives the statement & supporting documents whichever is earlier.

		<p>The Engineer shall have the power to omit from any of the Contractor's requests for payment for the value of any work executed or Materials supplied or services rendered with which he may for the time being be dissatisfied with and for that purpose or for any other reason which seems proper in its sole discretion, may delete, correct or modify the sum(s) previously certified by him as being due to the Contractor.</p> <p>All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and Financed by Asian Development Bank and Asian Infrastructure Investment Bank. The Goods imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached for ready reference).</p> <p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods. Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods imported</p>	<p>The Engineer shall have the power to omit from any of the Contractor's requests for payment for the value of any work executed or Materials supplied or services rendered with which he may for the time being be dissatisfied with and for that purpose or for any other reason which seems proper in its sole discretion, may delete, correct or modify the sum(s) previously certified by him as being due to the Contractor.</p> <p>All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and Financed by Asian Development Bank and Asian Infrastructure Investment Bank. The Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u> imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached for ready reference).</p>
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		<p>for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods.</p> <p>Employer has applied for Deemed Export Benefits under Foreign Trade Policy. In case the benefit is made available, Contractor shall pass on the same to the Employer. Employer shall facilitate the Contractor with reasonable documents for availing the Deemed Export Benefits. However, the responsibility to avail the Deemed Export Benefits or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.</p> <p>GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of certified 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-2A as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. 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 contractor/supplier 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>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89).</u> Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u> imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Goods <u>(as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89).</u></p> <p>Employer has applied for Deemed Export Benefits under Foreign Trade Policy. In case the benefit is made available, Contractor shall pass on the same to the Employer. Employer shall facilitate the Contractor with reasonable documents for availing the Deemed Export Benefits. However, the responsibility to avail the</p>
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		<p>Payment shall be made electronically in the account of the Contractor as per the details provided by the Contractor. In case the Contractor is a Joint Venture, the payment shall be made only in the name of Joint Venture. In case the Contractor is a un-incorporated JV, if requested by the contractor, 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: CF) 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. BOCW Cess shall be applicable on Contract Price. For Tax purpose, Individual partners of JV shall be required to submit individual Tax invoices and TDS deduction certificate. The Contractor / individual partners of JV shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes/GST, as applicable.</p>	<p>Deemed Export Benefits or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.</p> <p>GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of certified 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-2A as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. 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 filling. The Final payment certificate/single payment certificate, payment shall be released on the undertaking by the contractor/supplier 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>Payment shall be made electronically in the account of the Contractor as per the details provided by the Contractor. <u>All payments to the contractor for the foreign currency portion if Contractor so desire shall be through a Letter of Credit. All bank charges of Employer's Banker shall be borne by the Employer and that of Contractor's Banker shall be borne by the Contractor. The charges towards confirmation (if required by the Contractor) shall be borne by the contractor. Extension of validity of L/C is not envisaged. However, should be validity of L/C need to be extended, for reasons solely attributable to</u></p>
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			<p><u>Employer, the charges for such extension will be borne by the Employer. In all other cases, L/C charges for extension or otherwise shall be borne by the Contractor.</u> In case the Contractor is a Joint Venture, the payment shall be made only in the name of Joint Venture. In case the Contractor is a un-incorporated JV, if requested by the contractor, 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: CF) 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. BOCW Cess shall be applicable on Contract Price. For Tax purpose, Individual partners of JV shall be required to submit individual Tax invoices and TDS deduction certificate. The Contractor / individual partners of JV shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes/GST, as applicable.</p>
26.	Part 3, Section-8, Particular Conditions of Contract (PCC) Part B, Sub-Clause 14.15 (c)	<p>Currencies of Payment</p> <p>Add the following at the end of the para 14.15(c)</p> <p>For the applicability of the delay damage on various currencies the exchange rate shall be the same as indicated Section 4 Bidding Form, Schedule, footnote; PCC 14.15(g)</p>	<p>Currencies of Payment</p> <p>Add the following at the end of the para 14.15(c)</p> <p>For the applicability of the delay damage on various currencies the exchange rate shall be the same as indicated in <u>PCC Part A</u> 14.15(g).</p>
27.	Part 3, Section 8, PCC Part B, Clause 16.1, 3 rd para	<p>Add a new third Para in the Sub Clause Suspension by Contractor:</p> <p>Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which</p>	<p>[The sub clause in PCC is deleted]</p> <p><u>Deleted.</u></p>

		payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Employer having received the suspension notification from the Bank.	
28.	Part 3, Section 8, PCC Part B, Clause 16.2.2	Insert the following as the new third paragraph in the Sub-Clause 16.2.2 16.2.2 In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice	[The sub clause in PCC is deleted] <u>Deleted.</u>
29.	Part 3, Section 9, Contract Forms, Contract Agreement, S. No. 2	2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents (a) Letter of Acceptance, (b) Letter of Technical Bid, (c) Letter of Price Bid, (d) Addenda Nos [insert addenda numbers if any] (e) the Particular Conditions of Contract – Part A,	2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents (a) Letter of Acceptance; (b) Letter of Technical Bid; (c) Letter of Price Bid; <u>(d) Addendum and Corrigendum Nos. [insert A&C numbers if any];</u>

		<p>(f) Particular Conditions of Contract – Part B, (g) List of Eligible Countries that was specified in Section 5 of the Bidding Document (h) General Conditions of Contract, (i) Specifications, (j) Drawings, (k) Completed Schedules including Bill of Quantities, and (l) any other documents shall be added here.</p>	<p>(e) Particular Conditions Part A – Contract Data; (f) Particular Conditions Part B – Special Provisions; (g) List of Eligible Countries that was specified in Section 5 of the Bidding Document; (h) General Conditions of Contract; <u>(i) the Employer’s Requirements- Particular Specifications;</u> <u>(j) the Employer’s Requirements- General Specifications;</u> <u>(k) the Employer’s Requirements-Drawings;</u> (l) Completed Schedules including Bill of Quantities; <u>(m) Contractor Proposal;</u> <u>(n) Replies to Pre-Bid Queries; and</u> (o) any other document shall be added here <u>forming part of the Contract</u></p>
30.	Part 3, Section 9, Contract Forms, SUB-CONTRACTOR'S WARRANTY, Point no. 2	The National Capital Region Transport Corporation (NCRTC) (together with its successors and assigns, “the Employer”) of 6/7 Siri Fort Institutional Area, New Delhi India 110001	The National Capital Region Transport Corporation (NCRTC) (together with its successors and assigns, “the Employer”) at 7/6 Siri Fort Institutional Area, New Delhi India 1100 49
31.	Part 3, Section 9, Contract Forms, FORM OF DESIGNER'S WARRANTY, Point no. 2	The National Capital Region Transport Corporation (NCRTC) (together with its successors and assigns, “the Employer”) of 6/7 Siri Fort Institutional Area, New Delhi India 110001	The National Capital Region Transport Corporation (NCRTC) (together with its successors and assigns, “the Employer”) at 7/6 Siri Fort Institutional Area, New Delhi India 1100 49
32.	Financial_Bid, Preamble 4.1	"This Contract is a Lump Sum price Contract for the works specified in the Bid Document. Bidder shall quote a 'LUMP SUM PRICE' fulfilling all obligations under the Contract inclusive of all taxes, levies, duties and any other charges leviable, including tax deducted at source, statutory deductions etc. excluding the following stated in (a) and (b) below.	This Contract is a Lump Sum price Contract for the works specified in the Bid Document. Bidder shall quote a 'LUMP SUM PRICE' fulfilling all obligations under the Contract inclusive of all taxes, levies, duties and any other charges leviable, including tax deducted at source, statutory deductions etc. excluding the following stated in (a) and (b) below.

		<p>(a) In the case of Plant (as defined under Conditions of Contract, Sub-Clause 1.1.66) offered from abroad, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable on the Plant if the Contract is awarded to the Bidder; and</p> <p>(b) In the case of Plant offered from within the Employer's country, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable on the Plant if the Contract is awarded to the Bidder.</p>	<p>(a) In the case of <u>Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)</u>/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) <u>and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)</u>/Works (as defined under <u>General Conditions of Contract, Sub-Clause 1.1.89</u>) offered from abroad, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable if the Contract is awarded to the Bidder; and</p> <p>(b) In the case of <u>Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)</u>/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) <u>and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)</u>/Works (as defined under <u>General Conditions of Contract, Sub-Clause 1.1.89</u>) offered from within the Employer's country, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable if the Contract is awarded to the Bidder.</p>
33.	Financial_Bid, Preamble 4.2	All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project	All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project

	<p>by the Government of India and Financed by Asian Development Bank and Asian Infrastructure Investment Bank. The Plants imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached in BDS for ready reference).</p> <p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Plants. Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Plants imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Plants.</p> <p>GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of certified 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 towards payment of GST</p>	<p>by the Government of India and Financed by Asian Development Bank and Asian Infrastructure Investment Bank. <u>The Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u> imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached in PCC for ready reference).</p> <p>Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the <u>Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u>. Importer on record can be NCRTC or domestic JV Partner. The Contractor shall maintain records of the <u>Goods (as defined under General Conditions of Contract, Sub-Clause</u></p>
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		<p>collected on the previous Interim payment certificates to the GST Authorities. 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 filling. The Final payment certificate/single payment certificate, payment shall be released on the undertaking by the contractor/supplier 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><u>1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89)</u> imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported <u>Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89).</u></p> <p><u>Employer has applied for Deemed Export Benefits under Foreign Trade Policy. In case the benefit is made available, Contractor shall pass on the same to the Employer. Employer shall facilitate the Contractor with reasonable documents for availing the Deemed Export Benefits. However, the responsibility to avail the Deemed Export Benefits or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.</u></p> <p>GST shall be paid as applicable in accordance with the prevailing rules of Government of India on submission of certified 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</p>
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			<p>subsequent Interim payment certificate shall be processed for payment upon submission of documentary evidence in the form of Challans / GSTR Form-2A as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. 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 filling. The Final payment certificate/single payment certificate, payment shall be released on the undertaking by the contractor/supplier 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><u>Payment shall be made electronically in the account of the Contractor as per the details provided by the Contractor. All payments to the contractor for the foreign currency portion, if Contractor so desire, shall be through a Letter of Credit. All bank charges of Employer's Banker shall be borne by the Employer and that of Contractor's Banker shall be borne by the Contractor. The charges towards confirmation (if required by the Contractor) shall be borne by the contractor. Extension of validity of L/C is not envisaged. However, should be validity of L/C need to be extended, for reasons solely attributable to Employer, the charges for such extension will be borne by the Employer. In all other cases, L/C charges for extension or otherwise shall be borne by the Contractor. In case the Contractor is a Joint</u></p>
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			<p><u>Venture, the payment shall be made only in the name of Joint Venture. In case the Contractor is a un-incorporated JV, if requested by the contractor, 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: CF) 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. BOCW Cess shall be applicable on Contract Price. For Tax purpose, Individual partners of JV shall be required to submit individual Tax invoices and TDS deduction certificate. The Contractor / individual partners of JV shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes/GST, as applicable."</u></p>
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Enclosure:

1. Addendum & Corrigendum No. 01B
2. Custom Duty Notification Attachment to PCC