



SI. No.	Section	Existing	Amended As
		58. ARBITRATION	58. ARBITRATION
		Any dispute, in respect of which amicable settlement has not been reached, arising between the Employer and the Domestic or Foreign Contractor related to any matter arising out of or connected with this contract, then the contractor shall be entitled to demand in writing that the dispute or difference be referred to arbitration.	Any dispute, in respect of which amicable settlement has not been reached, arising between the Employer and the Domestic or Foreign Contractor related to any matter arising out of or connected with this contract, then the contractor shall be entitled to demand in writing that the dispute or difference be referred to arbitration.
		Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under GCC 4.2 but could not be settled, shall be referred to arbitration.	Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under GCC 4.2 but could not be settled, shall be referred to arbitration.
		The Arbitration proceedings shall commence from the day, a written and duly quantified demand for arbitration is received by Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bengaluru/K-RIDE).	The Arbitration proceedings shall commence from the day, a written and duly quantified demand for arbitration is received by Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bengaluru/K-RIDE).
		The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof.	The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
		Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre – Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules	Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre – Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules
		4.3.1 PROCEDURE FOR APPOINTMENT OF ARBITRATORS: THE ARBITRATORS SHALL BE APPOINTED AS PER FOLLOWING PROCEDURE:	58.1 PROCEDURE FOR APPOINTMENT OF ARBITRATORS: THE ARBITRATORS SHALL BE APPOINTED AS PER FOLLOWING PROCEDURE:
1	SECTION-5 Page108 CC&SCC	Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre – Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.	Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre – Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.
l		4.3.2 Arbitration proceedings shall be held at Bengaluru, India or at a place where K-RIDE's (dealing the contract) office is located, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be in English.	Arbitration proceedings shall be held at Bengaluru, India or at a place where K-RIDE's (dealing the contract) office is located, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be in English.
		4.3.3 Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.	Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
		4.3.4The fees and other charges of the conciliator/arbitrators shall be as per the fee structure fixed by the Employer with reference to the Rules of Arbitration Centre – Karnataka (Domestic and International) Rules 2012. The cost of arbitration shall be borne equally by the respective	The fees and other charges of the conciliator/arbitrators shall be as per the fee structure fixed by the Employer with reference to the Rules of Arbitration Centre – Karnataka (Domestic and International) Rules 2012. The cost of arbitration shall be borne equally by the respective parties.
		<ul> <li>4.3.5 Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of</li> </ul>	Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceeding.
		the arbitration proceeding.  4.3.6 EXCEPTED MATTERS	58.2 EXCEPTED MATTERS
		The following are the list of excepted matters in arbitration.	The following are the list of excepted matters in arbitration.
		<ul> <li>a. Assistance by Employer for the Stores to be obtained by the Contractor.</li> <li>b. Illegal Gratification.</li> <li>c. Meaning and intent of specifications and Drawings.</li> <li>d. Rates for Non-tendered items of works.</li> <li>e. Signing of "No claim Certificate"</li> <li>f. Measurement of works.</li> </ul>	<ul> <li>a. Assistance by Employer for the Stores to be obtained by the Contractor.</li> <li>b. Illegal Gratification.</li> <li>c. Meaning and intent of specifications and Drawings.</li> <li>d. Rates for Non-tendered items of works.</li> <li>e. Signing of "No claim Certificate"</li> <li>f. Measurement of works.</li> <li>g. Provisions of Payment of Wages Act 1936.</li> </ul>
		<ul> <li>g. Provisions of Payment of Wages Act 1936.</li> <li>h. Provisions of Contract Labour (Regulation and Abolition) Act, 1970.</li> <li>i. Provisions of Employees Compensation Act 1923.</li> </ul>	<ul> <li>h. Provisions of Contract Labour (Regulation and Abolition) Act, 1970.</li> <li>i. Provisions of Employees Compensation Act 1923.</li> <li>j. Provisions of Mines Act 1952.</li> </ul>

CORRIGENDUM



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		<ul> <li>j. Provisions of Mines Act 1952.</li> <li>k. Right of Employer to determine the Contract</li> <li>l. Payment on determination of Contract by Employer.</li> <li>m. Bonus clause as per clause 26.14 of PCC</li> </ul>	k. Right of Employer to determine the Contract I. Payment on determination of Contract by Employer. m. Bonus clause as per clause 26.14 of PCC
2	Section - 3 page no.61	FORMAT OF BID SECURITY (BANK GUARANTEE)  WHERE AS	FORMAT OF BID SECURITY (BANK GUARANTEE)  WHERE AS



3	Drawings Part-1 page 1	System Map	Revised System Map and future At-Grade station drawings with station location are attached with this addendum.
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		SI. No.		Chainage (km)	Station Formation Area (Approx.)	Nos of P.F. & Length	Remarks (Whether Jn. Station)	
				0.000	25x205	2 X 205	Jn For BSRP & Railway	
		2	Bommasandra	1.480	25 X 205	1 X 205	Future station. The earthwork and structures to be constructed up to formation level.	
		3	Singena Agrahara	3.000	25 X 205	1 X 205	Future station. The earthwork and structures to be constructed up to formation level.	
	Section-8A Part-2, Page	4	Huskur	5.068	25 X 205	2 X 205	New BSRP Station	
4	443 BSRP/	5	Ambedkarnagar	7.95	25 X 205	1 x 205	New BSRP Station	
	RAILWAY STATIONS	6	Karmelaram	9.626	25 X 205	1 X 205	Jn. For BSRP & Railway	
		7	Bellandur	13.813	25 X 205	1 X 205	Jn. For BSRP & Railway	
		8	Marathahalli	15.860	25 X 205	1 X 205	New Elevated BSRP Station	
		9	Doddanekundi	18.261	25 X 205	1 x 205	New BSRP Station	
		10	Kaggadasapura	20.700	20 X 205	1 x 205	New BSRP Station	
		11	Channasandra	24.105	25x205	1 x 205	New BSRP Station	
		12	Horamavu	26.070	25x205	2 X 205	New BSRP Station	
		13	Hennur	27.590	25 X 205	1 X 205	New BSRP Station	
		14	Thanisandra	30.925	25 X 205	1 X 205	New BSRP Station	
		15	Hegde Nagar	32.420	25 X 205	2 X 205	New BSRP Station	

SI. No.	Station	Chainage (km)	Station Formation Area (Approx.)	Nos of P.F. & Length	Remarks (Whether Jn. Station)
1	Heelalige	0.000	25x205	2 X 205	Jn For BSRP & Railway
2	Bommasandra	1.480	25 X 205	1 X 205	Future station. The earthwork and structures to be constructed up to formation level.
3	Singena Agrahara	3.000	25 X 205	1 X 205	New BSRP Station
4	Huskur	5.068	25 X 205	2 X 205	New BSRP Station
5	Ambedkarnagar	7.95	25 X 205	1 x 205	New BSRP Station
6	Karmelaram	9.626	25 X 205	1 X 205	Jn. For BSRP & Railway
7	Bellandur	13.813	25 X 205	1 X 205	Jn. For BSRP & Railway
8	Marathahalli	15.860	25 X 205	1 X 205	New Elevated BSRP Station
9	Doddanekundi	18.261	25 X 205	1 x 205	New BSRP Station
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13	Hennur	27.590	25 X 205	1 X 205	New BSRP Station
14	Thanisandra	30.925	25 X 205	1 X 205	New BSRP Station
15	Hegde Nagar	32.420	25 X 205	2 X 205	New BSRP Station
16	Jakkur	33.930	25 X 205	1x205	New BSRP Station
17	New At Grade Station	35.775	25 x 205	1x205	Future Station

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	16	Jakkur	33.930	25 X 205	1x205	New BSRP Station							The earthwork and structures to be
	17	Yelahanka	37.152	25 X 205	1 X 205	Jn. For BSRP & Railway -Elevated							constructed up to formation level.
	18	Muddanahalli	42.275	25 X 205	1 X 205	New BSRP Station		18	Yelahanka	37.152	25 X 205	1 X 205	Jn. For BSRP & Railway -Elevated
	19	Rajanukunte	46.285	25 X 205	1 X 205	Jn. For BSRP & Railway							Future Station
								19	New At Grade Station	40.265	25 x 205	1x205	The earthwork and structures to be constructed up to formation level.
								20	Muddanahalli	42.275	25 X 205	1 X 205	New BSRP Station
								21	New At Grade Station	43.950	25 x 205	1x205	Future Station  The earthwork and structures to be constructed up to formation level.
								22	Rajanukunte	46.285	25 X 205	1 X 205	Jn. For BSRP & Railway
5 <b>Drawings</b>							For	· Drawing	js for recalled tender r	efer www.kride.in			









