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PARTICULAR CONDITIONS OF CONTRACT (PCC)

The following Particular Conditions of Contract (PCC) shall supplement the Conditions of Contract CC/GCC/SCC. Whenever there is a conflict, the provisions herein shall prevail over those in the CC/GCC/SCC. The conditions indicated in PCC will be on priority as compared to the conditions of CC/GCC/SCC.

CC/SCC REFERENCE CLAUSE	DESCRIPTION
CLAUSE-1/CC DEFINITIONS	i. **The following paras are added to the Existing CC Clauses.** ii. "**Contract Agreement"** The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless they agree otherwise. iii. **"Letter of Acceptance**" means the letter of formal acceptance, signed by the Employer, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement. iv. **"Letter of Bid"** means the document entitled letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works. v. **"Drawings"** means the drawings of the Works, as included in the **Contract**, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract. vi. **"Schedules"** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Price schedule, data, lists, and schedules of rates and/or prices. vii. **"Bid/Tender"** means the Letter of Technical Bid **and** Letter of Price Bid and all other documents which the Contractor submitted with the Letter of Technical Bid and Letter of Price Bid, as included in the Contract. viii. "**Employer's Requirements"** means the document entitled 'Employer's Requirements' as part of Works Requirements and as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the works. **Parties and Persons** ix. **"Party"** means the Employer or the Contractor, as the context requires. x. **"Engineer"** means the person nominated by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under New-Clause 3.4 [Replacement of the Engineer]. The person nominated to act as an engineer may be an employee of Rail Infrastructure Development Company (Karnataka) Ltd (K-RIDE) or an employee of a Project Management Consultancy firm engaged by K-RIDE for project management as per the discretion of the Employer. xi. **"Contractor's Representative"** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under New-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor. xii. **"Employer's Representative"** means the person named by the Employer in the Contract or appointed from time to time by the Employer who acts on behalf of the Employer. xiii. **"Employer's Personnel"** means the Engineer, the assistants referred to in New-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel. xiv. **"Contractor's Personnel"** means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. xv. **"GOI"** means Government of India. xvi. **"Base Date"** means the date 28 days prior to the deadline for submission of bids.

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CC/SCC REFERENCE CLAUSE	DESCRIPTION
	xvii. **"Tests on Completion"** means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 30 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer. xviii. **"Day"** means any (working or non-working) calendar day from 00:00 hrs. to 24:00 hrs. xix. **"Time Period**": Any reference to time period commencing "from" the specified day or date "till" or "until" a specified day shall include both such days. xx. Any reference to **"Time"** shall be according to Indian Standard Time (IST). xxi. **Money and Payments** xxii. **"Accepted Contract Amount"** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. In the Letter of Acceptance, the Accepted Contract Amount shall have i.e. (i) the quoted amount including GST (ii)the rates quoted by the contractor shall be deemed to be inclusive of the sales, GST and other taxes (Section -5; CONDITIONS OF CONTRCT (CC) AND SPECIAL CONDITIONS OF CONTRACT (SCC), Clause 39 xxiii. **"Cost"** means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. xxiv. **"Final Statement"** means the statement defined in Sub-Clause 37.12 [Application for Final Payment Certificate]. xxv. **"Foreign Currency"** means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency. xxvi. **"Local Currency"** means the currency in Indian Rupees. xxvii. "**Statement"** means a statement submitted by the Contractor as part of an application, under Clause 37 and 40 [Contract Price and Payment], for a payment certificate xxviii. **Works and Goods** xxix. **"Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works. xxx. **"Goods"** means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate. xxxi. **"Permanent Works"** means the permanent works to be executed by the Contractor under the Contract. xxxii. **"Section**" means a part of the Works specified in the Contract Data as a Section (if any). xxxiii. **"Temporary Works"** means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects. xxxiv. **Other Definitions** xxxv. **"Contractor's Documents"** means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract. xxxvi. **"Country**" means India, the country in which the Site (or most of it) is located, where the Permanent Works are to be executed. xxxvii. **"Employer's Equipment**" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer. xxviii. **"Laws"** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority. xxxix. **"Site"** means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site. xl. **"Unforeseeable**" means not reasonably foreseeable and against which adequate preventive precautions could not reasonably be taken by an experienced contractor by the date for submission of the Bid.

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CC/SCC REFERENCE CLAUSE	DESCRIPTION
	xli. **"Railway"** means a railway, or any portion of a railway for public carriage of passengers and goods as defined in the Railways ACT 1989. Any reference to railway means the Indian Railways and the respective Zonal Railway (a) **References to any legislation** or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder; (b) **References to laws of India** or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted; (c) **References to a "person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns; (d) **References to "construction" or "building" include**, unless the context otherwise requires, survey and investigation, design, developing, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, testing, and commissioning of the BSRP Project, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and "construct" or "build" shall be construed accordingly; (e) **The damages payable** by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"). xlii. "**Agreement**" means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement; xliii. "**Applicable Laws**" means all laws, brought into force and effect by Government of India or the State Government(s) including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement; xliv. "**Applicable Permits**" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction of the BSRP Project during the subsistence of this Agreement; xlv. "**Defect**" means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards. xlvi. **"Encumbrances**" means, in relation to the BSRP Project, encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the BSRP Project, where applicable herein but excluding utilities referred to in Clause 14 of Employer's Requirement Part-1; xlvii. **"EPC"** means engineering, procurement and construction. xlviii. "**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

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CC/SCC REFERENCE CLAUSE	DESCRIPTION
	xlix. "**Government Instrumentality**" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including panchayat, under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the BSRP Project or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement; l. **Deleted** li. "**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world; lii. **Deleted** liii. "**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party; liv. **Deleted** lv. **"Mobilization Date"** as given in the contract data; The contractor shall mobilise resources, establishment, survey and design works from 28days of issue of LOA. lvi. **"Power Block"** means the length of the railway line between two railway stations, on which the overhead equipment (OHE) is de-energized and earthed to enable the Contractor to execute construction or maintenance works lvii. "**Project Assets**" means all physical and other assets relating to (a) tangible assets such as civil works and equipment including [foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road over-bridges, drainage works, traffic signals, sign boards, kilometer-stones, electrical systems, communication systems, rest areas, relief centers, maintenance depots and administrative offices]; and (b) Project Facilities situated on the Site; lviii. "**Right of Access**" **(ROA)** means unrestricted access to the site, together with all way leaves, easements, and other rights of way, howsoever described, necessary for construction of the Project in accordance with this Agreement. lix. **Deleted.** lx. **Deleted** lxi. "**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the BSRP Project, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the BSRP Project submitted by the Contractor to, and expressly approved by, the Employer. lxii. "**Sub-contractor**" means any person or persons to whom a part of the Works has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person. lxiii. "**Works**" means all works including survey and investigation, design, engineering, procurement, construction, Plant, Materials, temporary works, and other things necessary to complete the BSRP Project in accordance with this Agreement; and lxiv. "**WPI**" means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

CC/SCC REFERENCE CLAUSE	DESCRIPTION
CLAUSE-1/CC	**The following Paras are added to the existing CC Clauses.** **Employer's Name and Address:** K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited) (A Joint venture of GoK and MoR) #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajaji Nagar 1st Block Bengaluru – 560010 Tele: 080-24482800 **Employer's Authorised Representative and Address:** General Manager/Civil4 K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited) #8, 1st Floor, Samparka `Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajaji Nagar 1st Block Bengaluru – 560010 **Tel.: 080-24482800, +91-8296044970** **Email: gmcivil4@kride.in**
CLAUSE -2.1/CC INTERPRETATION	**The Following Paras Are Added To The Existing CC Clauses:** (a) provisions including the word "agree," "agreed" or "agreement" require the agreement to be recorded in writing. (b) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and (c) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bid documents"
CLAUSE-2.2/CC. PRIORITY OF DOCUMENTS	**Replace The Existing Sub Clause 2.2 Of CC:** The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: i. Contract Agreement and the Appendices thereto. ii. Letter of Acceptance iii. Notice to Proceed iv. Letter of Bid (in the format given with bid document) and accepted Price Schedule v. Addenda, Corrigenda and Pre-bid clarifications to the Tender vi. Contract Data, Special provisions (if any) vii. Particular Conditions of Contract (PCC) viii. General Conditions of Contract (GCC) / Conditions of Contract (CC) ix. Employers Requirements including scope of works, the Schedules. x. Technical specification, Safety, Health & Environment Manual xi. Design and Drawings xii. Any other documents pertaining to tender, issued by the Employer xiii. Contractor's Technical Proposal xiv. Any other related documents pertaining to tender, approved by the Employer If an ambiguity or discrepancy is found in the documents, the Engineer will bring the same to the notice of the Employer and the Employer will issue necessary clarification or instruction, as per the need.

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CC/SCC REFERENCE CLAUSE	DESCRIPTION
CLAUSE-6.1/CC, COMMUNICATIONS	**The Following Para Is Added to The Existing CC Clause** Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be: in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data.
CLAUSE- 7/CC SUB-CONTRACTORS	**The Following Paras Are Added to The Existing CC Clauses:** **7.1 Definition of Nominated/Identified Subcontractor** In the Contract, "Nominated Subcontractor/ Identified subcontractor" means a Subcontractor: (a) who is stated in the Contract as being a nominated Subcontractor, or (b) whom the Engineer, under Clause 7/CC [Sub-contracting], approves to employ as a Sub-contractor. **SUB-CONTRACTORS** The Contractor shall not subcontract the whole of the Works. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents, or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Conditions of Contract: (a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract or as specifically provided in the Contract data or value of any sub-contract for Works, provided that such works are not for the key activities. (b) The prior consent of the Engineer shall be obtained to other proposed Subcontractors and/or suppliers. While submitting his proposal in this regard, the Contractor shall ensure that; (i) Total value of Works requiring such consent for subcontracting shall not be more than 50% (fifty per cent) of the Contract Price; (ii) The proposed subcontractor must have executed woks of 40% of value of the proposed subcontract through a single contract during last seven years; and (iii) No banning/blacklisting/declaration as poor performer by K-RIDE is in force on the proposed subcontractor (on the date of grant of consent by the Engineer); (iv) No contract of the proposed subcontractor has been terminated by K-RIDE during the last two years (to be reckoned from the date of grant of consent by the Engineer); (v) The Contractor shall submit the proposal for subcontracting with the name, particulars and the relevant experience of the proposed subcontractor. (c) The Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; (d) Each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under New-Clause 4.23/PCC [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 49.7/PCC. [Termination by Employer]; and (e) On getting consent from the Engineer, the Contractor shall provide to the Engineer copy of the agreement entered with such subcontractor. The Contractor shall ensure that the requirements imposed on the Contractor by New-Clause 1.6/PCC [Confidential Details] apply equally to each Subcontractor. Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors. The Contractor shall endeavor to resolve all matters and payments amicably and speedily with the sub-contractors. The Contractor shall indemnify and hold the Employer harmless against and from any claim of subcontractors or suppliers of the materials.

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	The Contractor shall release payment to the Sub-contractors/Suppliers promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractors/Suppliers, so that the execution of work is not affected in any manner whatsoever. In case a Sub-contractor/Supplier represents to the Engineer in writing with supporting documents, stating that he has not received payment due as per the agreement/work or purchase order for the works executed by such Sub-contractor or supplies made by such Supplier, which have been covered in previous Payment Certificates and the Engineer finds such representation having merit, the Engineer, before issuing next Payment Certificate, may forward a copy of the representation to the Contractor requesting the Contractor to supply reasonable evidence that the amount stated to be outstanding by the Sub-contractor/Supplier for the works executed or supplies made, which have been covered in previous Payment Certificates has been paid and if not, why the same is not payable. The Engineer may recommend to make payment to the Sub-contractor/Supplier unless the Contractor submits reasonable evidence to the Engineer: (i) that the amount claimed has been paid, or (ii) satisfying the Engineer in writing that the Contractor is entitled to withhold or that the amount is not payable. On the recommendation of the Engineer, the Employer may (at his sole discretion) directly pay to the Sub-contractor/Supplier the amount due for and on behalf of the Contractor, part or all of such amounts previously certified (less applicable deductions) as are found due to the Sub-contractor/Supplier by the Engineer. The Employer shall adjust the amount paid directly to the Sub-contractor/Supplier from any amount due to the Contractor. The Contractor shall repay the amount, in case no amount is found due by the Employer to the Contractor. That the payment by Employer, on behalf of the Contractor to its Sub-contractor/Supplier, shall not alter any terms of agreement between the Employer and the Contractor and nor the same shall result in any privity of contract between the Employer and the Sub-contractor/Supplier. Assignment of Contractor's and Sub-contractor's Obligations: The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by: A. a charge in favor of the Contractor's bankers of any money due or to become due under the Contract, or B. assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period, then the Contractor shall assign the benefits of such obligations to the Employer. In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third party. **Specialist Subcontracting** If an Applicant intends to subcontract any highly specialized elements of the Works to specialist subcontractors, such elements and the proposed subcontractors shall be clearly identified, and the experience and capacity of the subcontractors shall be described in the relevant Information Forms. **Acceptable Substitutes** With reference to subcontracting & specialist subcontracting, the Employer may require Applicants to provide more information about their proposals. If any proposed subcontractor is found ineligible or unsuitable to carry out an assigned task, the Employer may request the Applicant to propose an acceptable substitute, and may conditionally pre-qualify the Applicant accordingly, before issuing an invitation to tender.

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	7.2 Objection to Nomination The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees to indemnify the Contractor against and from the consequences of the matter: (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength; (b) the subcontract does not specify that the nominated Subcontractor shall indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or (c) the subcontract does not specify that, for the subcontracted work (including design, if any), the nominated Subcontractor shall: (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract, and (ii) Indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities. **7.3 Payments to Nominated Subcontractors** The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 34/PCC, except as stated in Sub-Clause 7.4/PCC [Evidence of Payments] **7.4 Evidence of Payments** Before issuing a Payment, Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received (Within 7 days of receipt of previous payment by the contractor) all amounts due in accordance with previous Payment Certificates, less applicable deductions for Security Deposit or otherwise. Unless the Contractor, submits this reasonable evidence to the Engineer, or (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer. **7.5 Assignment of Benefit of Subcontract** If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.
CLAUSE 11/CC EMPLOYER'S RISKS	**The Clause 11 of CCIs Modified As Under** **Risk And Responsibility** **11.1 Indemnities.** The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, Employers Representative, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of: (a) bodily injury, sickness, disease, or death, of any person including railway user whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and

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	completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel,, their respective agents, or anyone directly or indirectly employed by any of them. The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of: (1) bodily injury, sickness, disease, or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 13.8/PCC [Insurance Against Injury to Persons and Damage to Property]. **11.2 Contractor's Care of the Works** The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 46.1/PCC [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer. After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed. If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 11.3/PCC [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract. The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable. **11.3 Employer's Risks** The risks referred to herein below, insofar as they directly affect the execution of the works in the Country, are: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) riot, commotion, or disorder within the Country by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, and (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible. **11.4 Consequences of Employer's Risks:**

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	If and to the extent that any of the risks listed in Sub-Clause 11.3/PCC above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer. If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Employer and shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause [Extension of Time for Completion], and (b) In the case of sub-paragraphs (f) and (g) of Sub-Clause 11.3/PCC [Employer's Risks], Cost shall be payable. After receiving this further notice, the Employer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these matters. **11.5.1Intellectual And Industrial Property Rights** In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement. Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause. The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was: (a) an unavoidable result of the Contractor's compliance with the Contract, or (b) a result of any Works being used by the Employer: (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract. The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible. If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party. **11.5.2 Copyright** As between the Parties, the Contractor shall retain the copyright and other Intellectual Property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing this Agreement) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall: (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing, and demolishing the Works, and (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Contractor: As between the Parties, the Employer shall retain the copyright and other Intellectual Property rights in this Agreement and other documents made by (or on behalf of) the Employer. The Contractor may, at its cost, copy, use, and obtain communication of these documents for the

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	purposes of this Agreement. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the contract. **11.6 Limitation of Liability** Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay Delay Damages to the Employer under Sub-Clause 26.6/PCC[Delay Damages]. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under New-Clause 4.37/PCC [Electricity, Water and Gas], New Clause 4.38/PCC [Employer's Equipment and Free-Issue Material], Sub-Clause 11.1/PCC [Indemnities] and Sub-Clause 11.5/PCC [Intellectual and Industrial Property Rights], shall not exceed the sum as specified in the Contract Data or if nothing is specified in the Contract Data, the accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default, or reckless misconduct by the defaulting Party. The maximum total liability of Contractor is accepted contract amount. **11.7 Use of Employer's Accommodation/ Facilities** The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works). If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer. The decision of Employer is final in this regard.
CLAUSE 13/CC INSURANCE	**The Following Paras Are Added to The Existing CC Clauses.** **Insurance** **13.6 General Requirements for Insurances** In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause. Wherever the Contractor is the insuring Party, each insurance shall be affected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause. If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy. The Contractor shall provide to the Employer, within 28 days of the Commencement Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability cover shall be for a sum of not less than [6% (Six per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period. **Waiver Of Subrogation** All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Insurance clause shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Employer, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or

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	counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance. **Cross Liabilities** Any such insurance maintained or effected in pursuance of this Insurance clause shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separately insured. **Accident Or Injury to Workmen** Notwithstanding anything contained in this Agreement, it is hereby expressly agreed between the Parties that the Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the Employer, its agents, or servants. The Contractor shall indemnify and keep indemnified the Employer from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions, or defaults for which the Employer shall be liable. **Insurance Against Accident to Workmen** The Contractor shall effect and maintain during the Agreement such insurances as may be required to ensure the Contractor's personnel and any other persons employed by it on the BSRP Project from and against any liability incurred in pursuance of this Insurance clauses Provided that for the purposes of this para, the Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel. Provided further that in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this para shall be discharged if the Sub-contractor shall have insured against any liability in respect of such persons in such manner that the Employer is indemnified under the policy. The Contractor shall require such Sub-contractor to produce before the Employer, when required, such policy of insurance and the receipt for payment of the current premium within 10 (ten) days of such demand being made by the Employer. **Application of Insurance Proceeds** The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the BSRP Project and the provisions of this Agreement in respect of construction of Works shall apply mutatis mutandis to the Works undertaken out of the proceeds of insurance. **Compliance With Policy Conditions** The Contractor expressly acknowledges and undertakes to fully indemnify the Employer from and against all losses and claims arising from the Contractor's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement. **Periods For Submission of Insurance:** a) evidence of insurance: Before start date of work. b) relevant policies: Before start date of work. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage. The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party: (a) evidence that the insurances described in this Clause have been effected, and (b) copies of the policies for the insurances described in Sub-Clause 13.7/PCC [Insurance for Works and Contractor's Equipment] and Sub-Clause 13.8/PCC[Insurance against Injury to Persons and Damage to Property]. (c) If the contractor fails to submit evidence and copies of the policies as mentioned in (a) & (b) above to prove that the policies have been obtained within the period specified in the contract data, and submits the same later on and from the submitted evidence it is found that the policies have not been obtained within the period specified, the Employer shall recover double the cost of the premium for the period the policies have been delayed.

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	When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer. Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause. Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party. If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay double the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly. Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities, or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party. Payments by one Party to the other Party shall be subject to New-Clause 2.4/PCC [Employer's Claims] or Sub-Clause 56.1/SCC [Contractor's Claims], as applicable. The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 13/CC/PCC with insurers from any eligible source country. **13.7 Insurance for Works And Contractor's Equipment** The Contractor shall insure the Works, Plant, Materials, including those issued by the Employer and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit, subject to a maximum value indicated in Contract Data. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 13.6/PCC [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works. The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under New-Clause 6/PCC [Defects Liability]). The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment. Unless otherwise stated in the Conditions of Contract/SCC, insurances under this Sub-Clause: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage, (c) shall cover all loss and damage from any cause not listed in Sub-Clause 11.3/PCC [Employer's Risks], (d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 11.3/PCC [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply), and (e) may however exclude loss of, damage to, and reinstatement of:

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	i) part of the Works which is in a defective condition due to a defect in its design, materials, or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below), ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship, iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and iv) [DELETED] If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to New-Clause 2.4/PCC [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 13.6/PCC [General Requirements for Insurances]. **13.8 Insurance Against Injury to Persons And Damage To Property** The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 13.7/PCC [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 13.9/PCC [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate. This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. Unless otherwise stated in the Special Conditions of Contract, the insurances specified in this Sub-Clause: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property including Railways Property (except things insured under Sub-Clause 13.7/PCC) arising out of the Contractor's performance of the Contract, and (d) may however exclude liability to the extent that it arises from: (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and (iii) a cause listed in Sub-Clause 11.3/PCC [Employer's Risks], except to the extent that cover is available at commercially reasonable terms. **13.9 Insurance for Contractor's Personnel** The Contractor shall abide by the provisions of ESIC Act, 1948 (extended from time to time) to take care of insurance against liability for claims, damages, losses, and expenses (including legal fees and expenses) arising from injury, sickness, or disease. In addition, the contractor shall also maintain insurance against liability for claim of death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause. Maximum number of deductibles for insurance of Employer's risks: Nil

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CLAUSE- 22/CC. RIGHT OF ACCESS TO THE SITE	**The Following Para Is Added to The Existing CC Clause:** The Employer will make all-out efforts to give the Contractor Right of Access to the site within the time (or times) stated in the Contract Data. The ROA is shared i.e., it may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer will make all-out efforts to do so in the time and manner stated in the bid document. In case there is an encumbrance/obstruction at an isolated location, which in the opinion of the Engineer/Employer does not constitute a major problem in the execution of part/full work at/around that location, the ROA at such a location is deemed to have been given. The decision of Employer is final in this regard. If no such time is stated in the Contract Data, the Employer will make all-out efforts to give the Contractor ROA of the site within such times as may be required to enable the Contractor to proceed in accordance with the programme submitted under Sub-Clause 25.3/PCC [Programme]. If the Contractor suffers delay as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 26.5/PCC [Extension of Time for Completion], and After receiving this notice, the Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these matters. However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time. The Contractor shall prepare, at his cost, approach roads to the site of work and this cost will not be reimbursed by the Employer. The Employer reserves the right to make use of these service roads for themselves or other Contractors working on the project, as and when necessary, without any payment to the Contractor. The barricading to the extent feasible subject for carrying out the works and suitable barricading width for off-road structures in stages as per the approved sequence of construction. The employer shall grant the contractor ROA progressively for the completion of works. The contractor will draw/ modify the schedule for completion of work according to progressive ROA of such sites.
CLAUSE 25 OF CC PROGRAMME	**The Following Paras Are Added to The Existing CC Clauses.** **25.3 Programme** The Contractor shall submit a detailed time programme to the Employer within 28 days after receiving the notice under Sub-Clause 26.3/PCC [Commencement of Works]. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software Primavera/Sure Track/MS Project or as mutually agreed. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Employer and the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include: (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection, and testing, (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 7/PCC [Nominated Subcontractors]), (c) the sequence and timing of inspections and tests specified in the Contract, and (d) a supporting report which includes: (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage. Unless the Employer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with

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	the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities. The Contractor shall promptly give notice to the Employer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price, or delay the execution of the Works. The Employer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 34.2/PCC [Procedure for change of scope]. If, at any time, the Employer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Employer within 15 days in accordance with this Sub-Clause.
CLAUSE 26 OF CC EXTENSION OF THE INTENDED COMPLETION DATE	**The Following Paras Are Added to The Existing CC Clauses.** **26.3 Commencement of Works** The Employer shall give the Contractor not less than 14 days' notice for Commencement of work. Unless otherwise stated in the Special Conditions of Contract, the Commencement of work shall be within the number of days after the Contractor receives the Letter of Acceptance as specified in Contract Data. The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay. **26.4 Time for Completion** The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including: (a) achieving the passing of the Tests on Completion, and (b) completing all work which is stated in the Contract as being required for whole of the Works or Section(s) to be considered to be completed for the purposes of taking-over under Sub-Clause 46.1/PCC [Taking Over of the Works and Sections]. **26.5 Extension of Time For Completion** The Contractor shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 46.1/PCC [Taking-Over of the Works and Sections] is or will be delayed by any of the following causes: a) Delay in providing the access to the site, environmental clearances, in accordance with the provisions of this Agreement. b) Change of Scope, unless an adjustment to the Scheduled Completion Date has been agreed under change of scope. c) Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 34.2/PCC [Procedure for change of scope]) or other substantial change in the quantity of an item of work included in the Contract, d) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, e) Occurrence of Force Majeure event. f) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors. If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Employer in accordance with Sub-Clause 56.1/SCC [Contractor's Claims]. When determining each extension of time under Sub-Clause 56.1/SCC the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time. **26.6 DELETED.** **26.7 Rate of Progress** If, at any time: (a) actual progress is too slow to complete within the Time for Completion, and/or (b) progress has fallen (or is expected to fall) behind the current programme under Sub-Clause 25.3/PCC [Programme], other than as a result of a cause listed in Sub-Clause 26.5/PCC [Extension of Time for Completion], then the Employer/Engineer may instruct the Contractor to submit, under Sub-Clause 25.3/PCC [Programme],

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a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.
Unless the Employer/Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to New-Clause 2.4/PCC [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 26.8/PCC below.

26.8 Extension of Time For Completion With Delay Damages

If the Contractor fails to comply with Sub-Clause 26.4/PCC [Time for Completion for entire work or for specified section wise completion period], and he is not entitled to an extension of time under sub clause 26.5/PCC then the employer may grant extension of time with delay damage in such case, the Contractor shall subject to New-Clause 2.4/PCC [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data.
Further, if the contractor fails to achieve physical/financial targets as per the agreed programme for a consecutive period of 3 months without any valid reasons, other than attributable to the contractor, a provisional recovery of delay damages shall be made from the next interim payment certificate @ 1/10th of the sum of delay damages stated in the contract data, for the entire period of 3 months. Such recovery shall continue from the further interim payment certificates till the contractor is able to make good the shortfall and achieve the cumulative targets as per agreed programme. On achieving the cumulative progress targets as per agreed programme, the entire amount recovered till that month, shall be refunded

S. No.	Suspension Period	Extension of Time	Compensation for the Suspension Period	Remarks
1	Up to 30 days	NO	NO	Employer may give extension of time in exceptional circumstances
2	30-60 days	YES	NO	Extension of time as considered proper by the Employer
3	Above 60 days	YES	A. As per Daily rate of wages for idle labour/employees B. 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) 15% above all these items to cover overhead costs	Compensation as assessed by the Engineer on submission of documentary proof by the Contractor will be recommended by the Engineer and may be considered by the Employer

to the contractor in the next interim payment certificate. In case the contractor is unable to make good the shortfall and achieve the cumulative targets resulting in delay in completion of the project, then the provisional recoveries made shall be adjusted against the delay damages to be finally imposed on the contractor.
These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 49.7/PCC [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

26.9 Suspension of Work

The Employer/Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store, and secure such part or the Works against any deterioration, loss or damage.

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	The Employer/Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 26.10, 26.11 and 26.12of PCC shall not apply. **26.10 Consequences of Suspension** If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 26.9/PCC [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 26.5/PCC [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Employer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these matters and bring them to the notice of the Employer for further action. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship, or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 26.9/PCC [Suspension of Work]. If suspension is ordered by the Employer/Engineer for reasons other than those mentioned in Sub Clause 26.9/PCC then the Contractor's entitlement is in the table below. However, Employer's decision is final and binding in regard to defining suspension and specifying the suspension period. Contractor has no right to claim or appeal against this decision. **26.11 Payment for Plant and Materials in Event of Suspension** The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials, if: (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 60 days, (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions, and (c) Such materials or plant is received at site. **26.12 Prolonged Suspension** If the suspension under Sub-Clause 26.9/PCC [Suspension of Work] has continued for more than 90 days, the Contractor may request the Employer's permission to proceed. If the Employer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Employer, treat the suspension as an omission under Clause 34/PCC [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under relevant sub-clause (Termination by Contractor). **26.13 Resumption of Work** After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension and the Engineer shall submit a report, duly countersigned by Contractor, to the Employer. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension. **26.14 Bonus for Early Completion**: In the event that, the Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 1% (one per cent) of the Contract Price for per month (part of the month to be excluded) by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 3% (three per cent) of the Contract Price. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate. For the avoidance of doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the Contract Price shall always be deemed to be the amount and shall exclude any revision thereof for any reason. If the Contractor achieves completion of the whole of the Works prior to the intended Completion Date prescribed in Contract data (Extension of time pursuant to Clause 26.5/PCC or any other clause of these

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	conditions will not be considered), the Employer shall pay to the Contractor a sum stated in the Contract data as bonus for early completion, for every calendar month which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in Clause 26.4. For the purpose of calculating bonus payments, the time given in the Bid for completion of the whole works is fixed and unless otherwise agreed, no adjustment of the time by reasons of granting an extension of time pursuant to clause 26.5/PCC or any other clause of these conditions will be allowed. Any period falling short of completed month shall be ignored for the purpose of computing the period relevant for the payment of bonus. **Amount Of Bonus for Early Completion** 1% of initial Contract Price per month (part of the month to be excluded) for **completion of whole works.** **Maximum Limit of Bonus** 3% of Contract Price. (For earlier completion of the work as a whole from the stipulated original date of completion as per contract, a bonus payment of as above shall be paid to the contractor. The Employer's decision is final and binding on the contractor so far as bonus payment to the contractor is concerned). **26.15 Suspension of Unsafe Construction Works** 1. Upon recommendation of the Engineer to this effect, or on its own volition in cases of emergency or urgency, the Employer may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of the Engineer or the Employer, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. 2. The Contractor shall, pursuant to the notice under the above clause, suspend the Works or any part thereof for such time and in such manner as may be specified by the Employer and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project including pedestrians. The Contractor may by notice require the Engineer to inspect such remedial measures forthwith and make a report to the Employer recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Engineer, the Employer shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Employer, and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked. 3. Subject to the provisions of the contract, all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs"), shall be borne by the Contractor. 4. If suspension of Works is for reasons not attributable to the Contractor, the Engineer shall determine any Time Extension to which the Contractor is reasonably entitled.
CLAUSE-30/CC TESTS	**The Following Paras Are Added to The Existing CC Clauses.** **30.2 Contractor's Obligations:** The Contractor shall carry out the Tests on Completion in accordance with this Clause and NewClause 5.4/PCC [Testing], after providing the documents in accordance with sub-paragraph (d) of New-Clause 4.1/PCC [Contractor's General Obligations]. The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct. In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer. The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract and shall provide the documents in accordance with New-Clauses 3.1/PCC and the Contractor shall give, to the Engineer, 21days' notice of the date after which the Contractor will be ready to carry out the Tests

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	on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct. Unless otherwise stated in Conditions of Contract/SCC, the Tests on Completion shall be carried out in the following sequence: (a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant and Work can safely undertake the next stage. (b) Commissioning Test, which shall include the specified operational tests to demonstrate Works or Sections can be operated safely and as specified under all available operating condition. (c) trial operation which shall demonstrate that the Works or Section perform reliably and in accordance with the Contract. The Contractor at his own cost shall arrange all tools, equipment, gadgets, facilities or as deemed necessary by the Engineer for such tests, in considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed the Tests on Completion described in sub-paragraphs (a) (b) or (c), the Contractor shall provide the Engineer and the Employer with a certified report of the results of all such Tests. **30.3 Delayed Tests** If the Tests on Completion are being unduly delayed by the Employer, New-Clause 5.4/PCC [Testing] (fifth paragraph) and/or Sub-Clause 46.3/PCC [Interference with Tests on Completion] shall be applicable. If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer. If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate. **30.4 Retesting** If the Works, or a Section, fail to pass the Tests on Completion, New-Clause 5.5/PCC [Rejection] shall apply, and the Employer or the Engineer may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions. **30.5 Failure to Pass Tests On Completion** If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 30.4/PCC [Retesting], the Engineer shall be entitled to: (a) order further repetition of Tests on Completion under Sub-Clause 30.4. (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of New-Clause 6.4/PCC [Failure to Remedy Defects]; or (c) issue a Taking-Over Certificate, if the Employer so requests. In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under New-Clause 2.4 [Employer's Claims] and New-Clause 3.5 [Determinations]. **30.6 Contractor's Obligations** Notwithstanding the provisions of New-clauses 4.1/PCC, clause 30.2 to 30.5/PCC the provisions in subsequent sub-clauses shall apply for works of Permanent Way, signalling and telecommunication and railway electrification excluding General Electrical Services.

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	(a) The Contractor shall be responsible for the execution of temporary and/or permanent works which may require the prior sanction/approval of Commissioner of Railway Safety (CRS) in accordance with extant rules for "The Railways opening for Public Carriage of Passengers" was amended from time to time. And applicable as and when the works are undertaken. The Contractor shall initiate the process for approval at least **120** (One-Hundred and Twenty) days prior to undertaking such works which require the approval of Commissioner of Railway Safety (CRS) and furnish draft documentation to the Engineer. (b) The Contractor shall ensure that existing services and operations for public carriage of passengers or goods, are not affected except those, which are essentially required to be regulated for execution of works. Such items of works shall be planned and coordinated through the Engineer. (i) Prior to the commencement of commercial operations of passenger traffic, the Employer may permit trial train operations and freight train operations on at-grade portion. The Contractor shall be responsible for maintaining the facilities ensuring safety of operations as per specifications.
CLAUSE 34/CC VARIATIONS & CLAUSE 35/CC PAYMENT FOR VARIATIONS.	**The Following Paras Are Added to The Existing CC Clause 34.** **34.1 Change of Scope.** 34.1.1 The Employer may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications or alterations to the Works ("Change of Scope") before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this contract. 34.1.2 Change of Scope shall mean: a) change in specifications of any item of Works. b) omission of any work from the Scope of the Project c) any additional work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction. 34.1.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the BSRP Project, (iii) improve the efficiency or value to the Employer of the completed BSRP Project, or (iv) otherwise, be of benefit to the Employer, it shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details including the amount of reduction in the Contract Price, if any, to the Employer to consider such Change of Scope. The Employer shall, within 30 (Thirty) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Article or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without a Change of Scope Order being issued by the Employer, save and except any Works necessary for meeting any emergency. **34.2 Procedure for Change of Scope** 34.2.1 In the event of the Employer determining that a Change of Scope is necessary, it may direct the Engineer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice"). 34.2.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Employer and the Engineer such information as is necessary, together with preliminary documentation in support of: (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and

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	(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details: (i) break down of the quantities, unit rates and cost for different items of work. (ii) proposed design for the Change of Scope; and (iii) proposed modifications, if any, to the Project Completion Schedule of the BSRP Project. For the avoidance of doubt, the Parties expressly agree that subject to the provisions of Clause 34.4.2 the Contract Price shall be increased or decreased, as the case may be, on account of Change of Scope. 34.2.3 The Contractor's quotation of rates/costs for the Change of Scope shall be determined on the following principles: (A) Adjustments for Schedule of Rates and Prices represented in lump sum component(s): The Contractor shall submit detailed rate/cost breakdown (for each of the lump sum items contained in the Pricing Document) to the Engineer, within eighty-four (84) days after receiving the Letter of Acceptance, subject to Statement of No Objection (SONO) from the Engineer. The Engineer shall then review and evaluate and issue SONO and/or Statement of No Objection with Comments (NOWC), within forty-two (42) days. The Engineer shall not be obliged to issue an Interim Payment Certificate until such rate/cost breakdown has been submitted and SONO has been issued by the Engineer. For each item of work forming part (or all) of a Variation, the appropriate rate or price for the item shall be the rate or price specified for such item in the approved rate/cost breakdown or, if there is no such item, the rate or price specified for similar work. (B) Adjustments for Schedule of Rates and Prices represented in item rate component(s) having item rates: The quantities of items and/or Provisional sum, shown in different Schedules of Rates and Prices (BOQ) are approximate, and liable to vary during the actual execution of the Works. Some items may have to be added or deleted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions or deletions in the Bill of Quantities. Variations shall be paid as follows: (B.1) At the accepted rates of the Contract for any negative variations in overall accepted amount of respective Schedule of Rates and Prices. (B.2) At the accepted rates of the Contract up to twenty-five percent (25%) positive variations in overall accepted amount of respective Schedule of Rates and Prices. (B.3) In case the positive variations in overall accepted amount of respective Schedule of Rates and Prices, is more than twenty-five percent (25%), then thereafter the rate(s) for varied quantities beyond such twenty-five percent (25%), shall be negotiated and mutually agreed. (C) Adjustments for any new item(s)/ work(s) not covered under sub-paragraphs (A) and (B) above: In case of an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived in following order, (i) wherever possible, from rate for similar items available in the accepted Schedule of Rates and Prices.

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	(ii) In case, the above [C(i)] is not possible, the rate may be decided on the following basis: The rate for various items to be executed through change of scope order shall be estimated on the basis of analysis of rates of KPWD/ IR-USSOR / CPWD / BESCOM / BWSSB (as per the order, whichever is applicable for item of works and such rates shall be indexed with reference to the WPI once every year at the commencement of the financial year, with the base being the month and year of the publication of the said schedule of rates; provided. (iii) In case the above [C(i)] is not possible, the rate may be decided on the following basis: (C.1) Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation. (C.2) Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap. (C.3) Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of ten percent (10%) of the aforesaid rates to account for labour not directly utilized at Site and other ancillary and incidental expenses on labour. (C.4) Hire charges for the Contractor's Equipment, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as the Contractor's Equipment for this purpose. (C.5) An amount of 20% of items (C.1), (C.2), (C.3) and (C.4) above to allow for Contractor's overheads including water/electricity charges and labour cess etc., profits and corporate taxes etc. No such percentage shall be applicable to the estimated cost of the Employer-Supplied Materials free of cost to the Contractor. (C.6) In all cases where extra items of work are involved, for which there are no rates in the Schedule of Rates and Prices, the Contractor shall give a Notice to the Engineer, of at least seven (7) days before the need for their execution arises. In the event of disagreement in rates with respect to sub-paragraphs (A), (B.3) and (C) above, the Engineer shall fix such rates or prices as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items/new works and the Engineer shall be free to get such additional quantities beyond twenty-five percent (25%) or new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and/ or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute." (D) The quantities of items / amount shown in Provisional sum, different Schedules of Rates are approximate, and liable to vary during the actual execution of the Works. Some items may have to be added or deleted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions or deletions in the quantities of items / amount shown in Provisional sum / different Schedules of Rates.

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	34.2.4 Upon reaching an agreement, the Employer shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Employer may: (a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Employer till the matter is resolved in accordance with Article Dispute resolution (Clause 56 of SCC); or (b) proceed in accordance with Clause 34.5 34.2.5 The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply mutatis mutandis to the works undertaken by the Contractor under this clause 34. **34.3 Payment for Change of Scope** Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order. **34.4 Restrictions on Change of Scope** 34.4.1 No Change of Scope shall be executed unless the Employer has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency. 34.4.2 Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed **25%** of the Contract Price. 34.4.3 Notwithstanding anything to the contrary in this contract, no change arising from any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope and shall not result in any adjustment of the Contract Price or the Project Completion Schedule. **34.5 Power of The Employer To Undertake Works** 34.5.1 In the event the Parties are unable to agree to the proposed Change of Scope Orders in accordance with Clause 34.2, the Employer may, after giving notice to the Contractor and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding from amongst bidders who are pre-qualified for undertaking the additional work; provided that the Contractor shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Employer, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Contractor shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten per cent) thereof. It is also agreed that the Contractor shall provide assistance and cooperation to the person who undertakes the works or services hereunder but shall not be responsible for rectification of any Defects and/or maintenance of works carried out by other agencies. 34.5.2 The works undertaken in accordance with this Clause 34.5 shall conform to the Specifications and Standards and shall be carried out in a manner that it should not cause any disruption to the Project and also minimise adverse effect to main contractor. The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply mutatis mutandis to the works carried out under this Clause 34.5. 34.5.3 The Percentage & the items given in the "Price Schedule" are based on estimates and are meant to indicate the extent of the work and to provide a basis for tendering. Any variation either by addition or omission shall not vitiate the contract. i) The Employer through its Engineer shall, without drastically changing the original scope and nature of the work under contract, have authority to make any alterations or substitution of the original specifications, designs, drawings through instructions that may appear to be necessary or advisable during the progress of the work.

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	ii) The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer or his representative. Such altered or substitutions work, shall form part of the original contract and shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work as specified in the contract. iii) The Employer reserves the right to descope any part of work included in the contract agreement or portion thereof at any stage of execution if found necessary and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof. If descope is carried out on Contractor's account it shall be on risk and cost basis, otherwise it shall be on Employer's account without any compensation to the contractor. iv) The Employer through its Engineer shall have power to omit any part of the work in case of non-availability of a portion of the site or due to any other reason and the contractor shall be bound to carry out the remaining work in accordance with the instructions given by the Engineer. No claim from the Contractor shall be entertained / accepted on these grounds. v) In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope / nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation and the rates to be paid for such deviations shall be resolved separately with the Engineer / Employer as per the procedures / norms laid down under clause . **34.5.4 Omissions:** i) The Contractor acknowledges that a change may involve the omission of any part or parts of the work and the Contractor acknowledges and agrees that the Employer may engage others to carry out that part or parts so omitted. ii) The Contractor further acknowledges that any one or more omissions will not constitute a basis to allege that the Employer has repudiated this contract, no matter the extent or timings of the omission(s). **34.5.5 Carrying out Part Work at Risk and Cost of Contractor:** i) If the progress of the work is unsatisfactory and contractor failed to achieve programmed work by a margin more than 10% the Engineer, after giving the contractor 15days' notice in writing, without terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through any mode of executions (open tender or limited tender or single tender) either wholly or partly, debiting the contractor with cost involved in engaging another Agency decision by the Engineer for the assessment of cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion. ii) The value of the work descoped shall be calculated for the portion of the work, items and quantities etc., at agreement schedule rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor from whom part of the work is being taken out, shall not be allowed to participate in the "reaward" process if any. iii) If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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	iv) In the event of above course being adopted by the Engineer, the contractor shall have no claim for compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract. **Variations And Adjustments.** **34.6 Right to Vary** Variations may be initiated by the Employer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by making a request to the Contractor to submit a proposal. **The Contractor shall execute and be bound for variations of all change of scope of orders till the price does not exceed 25% of the Contract Price as specified in LOA/Original agreement** **34.7 Adjustments for Changes In Legislation** Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 26.5/PCC [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Employer shall proceed in accordance with New-Clause 3.5 [Determinations] to agree or determine these matters. In case there is a decrease in cost as a result of changes of Law by Legislation after the Base Date, the Employer shall proceed in accordance with New-Clause 3.5 (determination) to agree or determine these matters. Notwithstanding the foregoing, the Contractor shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause PVC/Contract Data.
CLAUSE 35/CC PAYMENT FOR VARIATIONS.	**DELETED**
CLAUSE 37/CC PAYMENTS.	**The Clause 37 Of CC Is Replaced with The Following.** **Payments.** **37.0 Procedure for Estimating The Payment For The Works** 1. The Employer shall make interim payments to the Contractor, as certified by the Engineer on completion of a stage, for a length, number or area as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage and payment procedure in Lumpsum Price schedule and contract price weightages. 2. The Contractor shall base their claim for interim payment for the stages completed till the end of the month for which the payment is claimed, valued in accordance with para 1 supported with necessary particulars and documents in accordance with this Agreement. 3. Any reduction in the Contract Price arising out of Change of Scope or the Works withdrawn, as the case may be, shall not affect the amounts payable for the items or stage payments thereof which are not affected by such Change of Scope or withdrawal. The Parties further agree that the adjustments arising out of the aforesaid modifications shall be carried out in a manner that the impact of such modifications is restricted to the said Change of Scope or withdrawal, as the case may be, and does not alter the payments due for and in respect of items or stage payments which do not form part of such Change of Scope or withdrawal.

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	4. Stage Payment Statement for Works The Contractor shall submit a statement (the "Stage Payment Statement"), in 3 copies, by the 7th (seventh) day of a month to the Engineer in the prescribed form, showing the amount calculated in accordance with Para 3 above to which the Contractor considers itself entitled for the completed stage(s) of Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work. In the event that there is no claim for a month in accordance with the provisions of this Para 4, the Contractor shall submit a nil claim to the Engineer. **5. Stage Payment for Works** i. Deleted ii. Deleted. iii. In cases where there is a difference of opinion as to the value of any stage, the opinion of the Engineer shall prevail, and interim payments shall be made to the Contractor on this basis; provided that the foregoing shall be without prejudice to the Contractor's right to raise a Dispute. iv. The Engineer may, for reasons to be recorded, withhold from payment: (a) the estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and in respect of which the Engineer had notified the Contractor; and (b) the estimated cost of rectification of any Works which have not been constructed in accordance with this Agreement. v. Payment by the Employer shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction with the work done. vi. In the event the amounts released by the Employer under para 5 (i) exceed the amount finally determined by the Engineer pursuant to para 5 (ii) to para 5 (iv), the difference thereof shall be accounted for in the next IPC. **Time of Payment** The Employer shall pay to the Contractor any amount due under any payment certificate issued by the Engineer in accordance with the provisions of the contract. **37.1 Application for Interim Payment Certificates** Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source as applicable under law. The Contractor shall be liable to pay liquidated damages for shortfall in progress. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. The Contractor shall submit a Statement in six copies to the Engineer in accordance with the payment procedure specified by the Engineer, after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with New-Clause 4.39/PCC [Progress Reports] and Record Measurement Sheets. The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed: (a) the estimated contract value of the Works executed, and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below); (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 34.7/PCC [Adjustments for Changes in Legislation] and Sub-Clause PVC/Contract Data [Adjustments for Changes in Cost]. (c) any amount to be deducted for security deposit, calculated by applying the percentage of Security Deposit stated in the new clause 4.20: Security deposit of PCC/section 7) to the total of the above amounts, until the amount so retained by the Employer reaches the limit of security deposit (if any) stated in the Contract Data;

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	(d) Any amounts to be added and deducted for the advance payments and repayments in accordance with sub clause 42.0/PCC [Advance Payment]; (e) any amounts to be added and deducted for Materials in accordance with New-Clause 13/PCC [Materials intended for the Works]; (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 56.1/SCC [Claims, Disputes and Arbitration]; and (g) the deduction of amounts certified in all previous Payment Certificates. (h) for invoicing as per GST Laws, the estimated contract value of the Works executed in terms of (a) above and any amounts added or deducted as per (b), I to (g) above is to be broken up in two components i.e. (i) the base amount excluding GST (ii) GST component (calculated at the rate for works contract service as per GST Laws). (i) Statement of interim payments certificates should be submitted by the Contractor to the Engineer by the 7th day of each month for the work executed up to the end of the previous month. (j) An amount to be deducted for the payments to be made to different Departments towards payments liable to be made by the Contractor. **37.2 Schedule of Payments** If the Contract includes a schedule of payments specifying the installments in which the Contract Price will be paid, then unless otherwise stated in this schedule: (a) the installments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 37.1/PCC [Application for Interim Payment Certificates]. (b) New-Clause 13/PCC [Provisional payment against material at site] shall not apply; and (c) if these installments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which this schedule of payments was based, then the Engineer may proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine revised installments, which shall take account of the extent to which progress is less than that on which the installments were previously based. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 28 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works. **37.3 Issue of Interim Payment Certificates** No amount will be certified or paid until the employer has received and approved the performance security. Thereafter, within 10 (ten) days of receipt of the bill from the contractor, the Engineer shall broadly determine the amount due to the contractor releasing 80% of the amount. After preliminary scrutiny and certifications by the Engineer, Payment of 80% of the certified net payment due (after recoveries and deductions), will be made by the Employer within 10working days of receiving a statement and supporting documents from the Engineer. The remaining 20% of the bill shall be recommended by Engineer after detail scrutiny and subsequent comments within 30 days of receipt of the bill from the contractor. After the submission of bill from the Engineer to the Employer, remaining 20% amount: of the bill shall be released within 15 working days by Employer. Any discrepancy shall be rectified in the next payment to the contractor. However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue the Interim Payment Certificate in an amount which would (after Security Deposit and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Contract Data. In this event, the Engineer shall give notice to the Contractor accordingly. An Interim Payment Certificate shall not be withheld for any other reason, although: (a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

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	The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction. **37.4 Payment** The Employer shall pay to the Contractor: (a) The first Installment of the advance payment within 28 (Twenty-eight) days after signing the contract agreement or 21days after receiving the documents in accordance with new clause 4.19/PCC (Performance Security) and sub clause 42.0/PCC (Advance Payment) whichever is later. (b) (i) Within 10(ten) days of receipt of the bill from the Contractor, the Engineer shall broadly determine the amount due to the Contractor and recommend releasing 80% of the amount. After preliminary scrutiny and certifications by the Engineer, payment of 80% of the certified net payment due (after recoveries and deductions), will be made by the Employer within 10 (ten) working days of receiving a statement and supporting documents from the Engineer subject to the condition that last interim payment certificate has been settled after detailed check. In the event of the contractor submitting bills based on false measurements, the Employer will issue a written warning to Contractor and the Engineer to the effect that the facility of 80% payment without detailed check will be withdrawn in future. If the Contractor repeats the misconduct this facility will be withdrawn as decided by the Employer. The decision of the representative of the Employer is final in this regard. (ii)The remaining 20% of the bill shall be recommended by Engineer after detail scrutiny and subsequent comments within 30 (thirty) days of receipt of the bill from the contractor. After the submission of bill from the Engineer to the Employer, remaining 20% amount of the bill shall be released within 15 (fifteen) working days by Employer. Any discrepancy shall be rectified in the next payment to the contractor; and (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, the undisputed amount shown in the Final Statement, within 56 days after the date of notification of the suspension. Payment of the amount due, unless specified in the Contract Data, shall be made in INR into the bank account, nominated by the Contractor. However, in case of JV, The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the internal allocation of payments among members of the Joint Venture. The said payment shall not alter any obligation of the JV and its individual Partners under the Agreement and their obligations under the agreement shall remain joint and several. A foreign company (either single entity or JV partner) shall have to submit proof of having opened their project office in India before any payment (including advance payment) is released to such a company. The required proof here shall be a copy of the report containing information as per format prescribed by Reserve Bank of India submitted to the Director General of Police (DGP) of the state concerned in which project office has been established. **37.5 DELETED** **37.6 Delayed Payment** If the Contractor does not receive payment in accordance with Sub-Clause 37.4/PCC [Payment], the Contractor shall be entitled to receive interest compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 37.4/PCC [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued. Unless otherwise stated in the Special Conditions of Contract, the interest amount be calculated at the annual rate of 7% (seven percent). The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy, if the Contractor submits the complied (Fulfilled) documents. **37.7 DELETED** **37.8 DELETED** **37.9 DELETED** **37.10 DELETED**

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	37.11 Statement at Completion Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Employer/Engineer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 37.7/PCC [Application for Interim Payment Certificates], showing: (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works, (b) any further sums which the Contractor considers to be due, and (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion. The Engineer shall then certify in accordance with Sub-Clause 37.3/PCC [Issue of Interim Payment Certificates]. Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement as per procedure prescribed by the Employer / Engineer, with supporting documents showing in detail in a form approved by the Employer/ Engineer: **37.12 Application for Final Payment Certificate** Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement as per procedure prescribed by the Engineer, with supporting documents (including Contractor's certificate in terms of Sub-Clause 1.22/SCC showing in detail in a form approved by the Engineer: (a) the value of all work done in accordance with the Contract, and (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise. If the Engineer disagrees with or cannot verify any part of the draft final statement, as per procedure prescribed by the Engineer the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement". However, if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 56/SCC [Obtaining Dispute Board's Decision] or Sub-Clause 57/SCC [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement. **37.13 Discharge** When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date. **37.14 Issue of Final Payment Certificate** Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 37.12/PCC [Application for Final Payment Certificate] and Sub-Clause 37.13/PCC [Discharge], the Engineer shall issue, to the Employer, the Final Payment Certificate which shall state: (a) the amount which he fairly determines is finally due, and (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be. If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 37.12/PCC [Application for Final Payment Certificate] and Sub-Clause 37.13/PCC [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due and submit to the Employer.

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	37.15 Cessation of Employer's Liability The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it: (a) in the Final Statement and (b) in the Statement at completion described in Sub-Clause 37.11/PCC [Statement at Completion] (except for matters or things arising after the issue of the Taking-Over Certificate for the Works). However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default, or reckless misconduct by the Employer. **37.16 Currencies of Payment** a) The Contract Price shall be paid in Indian Rupees (INR) only. **37.17Tax Deduction At Source (TDS):** Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time. i. **Tax deduction at source (TDS):** Income Tax/ TDS on GST deduction shall be as per law. ii. **Labour Cess & Royalties:** The labour Cess& Royalties will be deducted as per norms of applicable law from each IPCs and remitted to the respective Authorities. **37.18Production Of Vouchers** a. The Contractor shall, whenever required by the Employer / Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties. b. If any part or item of the Work is allowed to be carried out by a Sub-Contractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such Sub-Contractor, assignee or any subsidiary or allied firm through the Contractor and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders. **37.19Withholding And Lien for Sums Claimed** (i) The Employer shall have lien on and over all materials of every description, tools, tackles, plant, equipment, or any amount due and/or that may become due and payable to the Contractor under the Contract, and / or on and over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor. Employer may exercise a general lien also. (ii) And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the amount, securities and / or deposits which may have become or will become payable to the Contractor under the existing contract, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor. **37.20 Signature on Receipts For Payments** Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any

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	Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor / partner interest. **37.21 Post Payment Audit** It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest. **37.22 Recovery of Money Due To The Employer** All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from amount due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance not so deducted from amount due to the Contractor under any other contract between the Employer and the Contractor When the Contractor has assigned to a third party the right to receive amount due, or, to become due, under the Contract to the Contractor or charged such amount in favor of a third party, the Employer's right to deduct damages (including without limitation liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from amount due to the Contractor under the Contract shall be limited to the right expressed above.
CLAUSE-38/CC	**DELETED.**
CLAUSE-40/CC PRICE ADJUSTMENT	**The Following Paras Are Added to The Existing CC Clauses.** **40.1 Contract Price** **1.** The Employer shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Employer in consideration of the obligations specified in this Agreement, which shall be subject to adjustments in accordance with the provisions of this Agreement. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate. 2 The Contract Price includes all duties, taxes, royalty, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials, and supplies acquired for the purpose of this Agreement and on the on the Works undertaken under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement. 3 The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement. 4 Unless otherwise specified in this Agreement, the Contract Price covers all the Contractor's obligations for the Works under this Agreement and all things necessary for the Construction thereof and for the rectification of any Defects in the BSRP Project. 5 All payments under this Agreement shall be made in Indian Rupees. Unless otherwise stated in the Special Conditions of Contract: (a) the Contract Price shall be agreed or determined under Clause 34.3/PCC [Payment for Variation] and be subject to adjustments in accordance with the Contract. (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 34.7/PCC [Adjustments for Changes in Legislation]; (c) any quantities which may be set out in the Price schedule or other Schedule are estimated quantities and are not to be taken as the actual and final quantities: (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of New-Clause 7/PCC [Measurement and Evaluation]; and

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(d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules, if applicable. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.
(e) It may be noted that in the event of the Contractor not making the due payments stated in sub-clause (b) above, and the concerned party puts up a claim with the Employer / Engineer, then the Employer / Engineer may make such payments and deduct the same from the sums due to the Contractor.
40.1.6 Change In Law
Change in Law means the occurrence or coming into force of the following, at any time after the last Date of submission of tender:
Any new Central and State Taxes, duties, cess, levies, which is imposed or any existing Central and State Taxes, duties, cess, levies & royalties are withdrawn after the due date of submission of tender and which impacts the performance of the contractor with increased cost, or which results in extra financial gains to the contractor due to decreased cost in execution of contract. Such additional or reduced cost shall be certified by the Engineer after examining records provided by the contractor and shall be paid by or credited to the employer. However, change in the rate of any existing tax will not be considered as change in Law.
</td></tr>
<tr><td>CLAUSE 42/CC ADVANCE PAYMENT</td><td>
The Following Paras Are Replaced to The Existing 42/Cc Clauses.
Advance Payment:
42.1 Mobilization Advance
The Employer shall make payment, as an Interest-bearing advance for mobilization, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.
Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.
The Engineer shall issue an interim payment certificate for the first installment of mobilization advance after receiving an application for advance payment (under sub clause 37.1/PCC [Application for Interim Payment Certificates]) and after the Employer receives.
(i) The Performance Security in accordance with New-Clause 4.19/PCC [Performance Security] and
(ii) A guarantee in amounts and currencies equal to the advance payment plus 10%. The next installment shall be released only when the contractor submits statement of having utilized the previous installment of mobilization advance and the Employer is satisfied that the utilization has been done in purposeful manner.
The Mobilization Advance shall be interest bearing and secured by BG equivalent to 110% of the advance amount.
Mobilization advance payment: Comprises of the percentage of Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable and in installments as mentioned below.
<table>
<tr><th>Mobilisation Advance</th><th>Instalments</th></tr>
<tr><td>As per request of the Contractor subject to a maximum of 5%</td><td>Two Equal Instalments (maximum2.5% each)</td></tr>
</table>
Timing of Mobilization Advance Payment: First Installment of the advance payment within 28 (Twenty-eight) days after signing the contract agreement or 21days after receiving the documents in accordance with new clause 4.19/PCC (Performance Security) and sub clause 42.0/PCC (Advance Payment) whichever is later.
Second Installment shall be released only when the contractor submits statement of having utilized the First Installment of mobilization Advance and the Employer is satisfied that the utilization has been done in purposeful manner. The contractor shall submit utilization statement mentioning detailed particulars of expenses made with supporting documents to demonstrate that such amounts are utilized in a purposeful
</td></tr>
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	manner in relation to the works. This shall be supported or endorsed by certified Charted Accountant under his seal and stamp. Interest on Advance Payment: At the rate of SBI MCLR+2% interest per annum on reducing balances. **42.2 Advance Against Plant and Machinery** This advance is payable in Indian Rupees/respective currencies as quoted in the Tender and accepted by the Employer against plant, equipment and machinery, provided the same have reached the site, or in the case of new items meant specifically for the works, firm purchase order has been placed and in the name of Contractor. The plant and machinery shall be valued by the Engineer as follows: (a) New items: 80% of purchase price. (b) Used items in working order: 80% of the depreciated value as assessed by the Engineer. (c) Items valued at less than Rs. 1,000,000 (₹. One million) per unit: Not to be considered. **The total advance for Plant and Machinery shall be limited to 10% of the Contract Price** and will carry an interest rate of SBI MCLR +2% interest per annum on reducing balances. The Interest rate is applicable from the date of submission of IPC / advance request by contractor It will be paid against submission of Bank Guarantees for 110% of advance value for each stage of advance to be given by each member of the consortium/JV in proportion to their participation as per format given in section 10: Formats, from an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2I of RBI Act 1934 read with Second Schedule. All bank Guarantees should be payable in Bengaluru at the designated branch. **The Plant and Machinery Advance** shall be interest bearing and secured by BG equivalent to 110% of the advance amount. The Contractor should give an Undertaking that "No advance/loan has been taken against the subject plant & machinery from any other individual/financial institution/ mobilization etc." If a wrong/false undertaking is given, all the BGs can be forfeited, and the contract is liable for termination under clause 49 of CC/PCC. The Advance against Plant and Machinery will be paid within 30 days after receipt of the Contractor's written request by the Employer which is recommended by the Engineer and submission of Bank Guarantees for procurement of plant and machinery. Wherever Bank Guarantee or any other instrument is to be extended or fresh BG to be obtained, the cost towards getting extension of BG or fresh BG and other incidental charges will be on Contractor's account. **The Contractor** i. Shall submit the invoice and RC book (wherever applicable) in original, at the time of obtaining advance amount. ii. Shall furnish all four Bank Guarantees one time as per Condition of Contract. iii. Shall execute an Indemnity bond in favor of an Employer as against Third Party claim. iv. Shall not seek the possession of machinery brought to the site till the Advance obtained from Employer is fully settled. The machinery and equipment brought to the site shall be exclusively intended for the execution of the work of Employer and shall not be removed without the consent of the Engineer and same shall be available at project site till completion of the work. The Contractor shall indemnify and hold harmless, the Employer against all actions, suits, proceedings, claims, damages, losses, expenses, demands pertaining to Advance amount towards plant and machinery. The Contractor shall not remove any Equipment or Machinery from the site without the prior permission of the Engineer. **The Contractor** a) Shall not mortgage/create charge/hypothecate/encumber, in any way the machineries and equipment brought to site from the amounts advanced by Employer and shall give an undertaking in writing to that effect in favor of Employer. b) Shall not sell or alienate any part/portion of machinery and equipment without the consent of Employer.

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	c) In the event of any such sale/alienation of any portion or part of machinery, Employer shall hold First Charge and the proceeds of such sale or alienation shall be appropriated towards the loan/ credit/ advance in respect of plant and machinery brought to the site by contractor. d) All Materials and Plants shall, upon their incorporation into Works, be free from any and all Encumbrances without the Employer being required to make any payment to any person on account of any costs, compensation, expenses and charges for such Materials, Plants and Works. **42.3 Guarantees** Advances as mentioned in sub-clauses 42.1/PCC above, shall be payable against acceptable Bank Guarantees from banks as specified in New-clause 4.19/PCC. The guarantees shall be in the form as given in Section 10 (Contract Forms) or in another form approved by the Employer. The Contractor shall ensure that the guarantees are valid and enforceable until the advance amount paid as has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid. **42.4 Recovery of Advances** Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 37.3/PCC [Issue of Interim Payment Certificates], as follows: (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment) exceeds 15 percent of the Accepted Contract Amount Less Provisional Sums or passage of six months from the date of release of first advance payment, whichever is earlier; and (b) deductions shall be made for accrued interest on the advance up to the month and advance at the rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions and repayments of Security Deposit) in the currencies and proportions of the advance payment until such time as the advance payment and accrued interest has been repaid; provided that the advance payment and accrued interest shall be completely repaid prior to the time when 85 percent of the Accepted Contract Amount has been certified for payment. If the amount of interim payment certificate is not sufficient for recovery of accrued interest or in the opinion of the Employer satisfactory progress is not being achieved by the contractor, then the contractor will have to deposit the accrued interest and return the mobilization advance in part or in full as demanded by the Employer, failing which Employer shall have the right to encash the Bank Guarantee(s) The contractor shall always have the option to start repayment earlier and/or to complete the repayment earlier than the due date. If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 49.0/PCC [Termination by Employer] or New-Clause 8/PCC [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer. **42.5 Repayment Rate of Advance Payment**: 10% (Ten percent) of the amount of each running account bill payment. **42.6 Advances to Be Used Only For This Work** The advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. Employer retains the right for any other remedy prescribed for breach of Contract in this regard. The Contractor, if required by the Engineer shall provide the details of Utilization of Mobilizations advance. **42.7** If the Advance Payment has not been fully repaid prior to Termination under Force majeure event or termination Clause, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer. In the event of

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	Termination for Contractor Default, the Advance Payment shall be deemed to carry interest at an annual rate of SBI MCLR+2% from the date of Advance Payment to the date of recovery by encashment of bank guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on each instalment of the Advance Payment, regardless of whether the instalment or any part thereof has been repaid to the Employer prior to Termination.
CLAUSE 46/CC TAKING OVER	**The Clause 46 Of Cc Replaced with The Following Paras.** **Employer Taking Over** **46.1 Taking Over of The Works and Sections** The Employer shall take over the Site and the Works within after issuing a certificate of Completion. Except as stated in Sub-Clause 30.5/PCC [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer/Railway when the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 26.4/PCC [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued or is deemed to have been issued in accordance with this Sub-Clause. The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. In case the works are to be taken over in accordance with sub-clause 30.6/PCC, the completed works will be taken over by K-RIDE. The Engineer shall, within 28 days after receiving the Contractor's application: (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed, and these defects are remedied); or (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause. If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period. **46.2 Taking Over of Parts Of The Works** The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued: (a) the part which is used shall be deemed to have been taken over as from the date on which it is used, (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part. After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period. If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the

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	Engineer shall proceed in accordance with New—Clause 3.5/PCC [Determinations] to agree or determine this Cost and profit. If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 26.8/PCC [Delay Damages] and shall not affect the maximum amount of these damages. **46.3 Interference with Tests on Completion** If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer/Engineer/other Contractors of the Employer, are responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed. The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract. If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 26.5/PCC [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these matters. **46.4 Surfaces Requiring Reinstatement** Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
CLAUSE-49/CC TERMINATION	**The Following Paras Are Added to The Existing CC Clauses.** **Termination By Employer** **49.6 Notice to Correct/Notice of Termination** If the Contractor fails to carry out any obligation under the Contract as mentioned below, but not limited to the obligations mentioned herein below, the Employer may serve the contractor with a 14 days' notice in writing calling upon the Contractor to make good the failure and to remedy it. If the Contractor. (a) fails to comply with New-Clause 4.19/PCC [Performance Security], (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) without reasonable excuse fails to: (i) proceed with the Works in accordance with Clause 26/CC/PCC [Commencement, Delays and Suspension], or (ii) comply with a notice issued under New-Clause 5.5 [Rejection] or New-Clause 5.6/PCC [Remedial Work], within 28 days after receiving it, or (iii) adhere to the agreed programme of work / activity on the critical path, by a margin of 10% of the stipulated period, or (iv) take steps to deploy competent and adequate number of personnel, and equipment to achieve progress as per agreed programme or (v) adhere to the instructions of Engineer/Employer persistently or (vi) comply any provision of the contract or

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	(vii) provide the Engineer/Employer or their representative proper facilities for inspecting the works or any part thereof as required, under New-Clause 5.3/PCC (Inspection) and New-clause 5.4/PCC (Testing). (d) subcontracts the whole or major part of the Works or assigns the Contract without prior written consent of the Employer., If the Contractor does not, within 14 days of receipt of notice under this sub-clause, proceed to make good his default in so far as the same is capable of being made good and carry on the work of complying with such direction as contained in the notice under sub clause 49.6/PCC to the entire satisfaction of the Engineer/Employer, the Employer shall be entitled to take action under sub-clause 49.6/PCC, 49.7/PCC below, In case of Contractor's repeated failure to adhere to the agreed program, and whereas the contractor has been served with a Notice to Correct under Clause 49.6 of PCC, if the Contractor approaches K-RIDE with a revised program with specific monthly physical and financial targets along with the proposal to deploy matching inputs in the form of manpower and other resources to the satisfaction of the Employer, then the Employer may consider whether to proceed with termination of the contract under Clause 49.7/PCC or to continue with the contract. However, the request to continue with the contract shall only be considered if the Contractor supports his earnestness to adhere to the revised program by submitting additional Performance Security in the form of Bank Guarantee(s) of specified number and value as decided by the Employer (total value of which will not exceed 10% of the contract price). The encashment of these additional Bank Guarantee(s) shall be linked with the non-achievement of agreed physical/financial targets agreed upon by the Contractor and the Employer. In case the Contractor's failure is limited to only some of the works, and in response to Notice to Correct under Clause 49.6 of PCC, the contractor approaches the Employer that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues, the Employer, on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in improving the overall progress of the project, may agree to such offloading without any repercussion on the performance security and/or additional bank guarantees, if any, submitted by the contractor. However, the Employer will not be under any compulsion to agree to such a request. The Contractor shall be informed of the LOA issued to other agency(ies) for such works. In case the Contractor does not approach the Employer for offloading but the Employer is convinced that: (i) offloading of some works will help in improving the progress of the project. (ii) termination/part termination of the contract at this stage will not be in the interest of the project. (iii) the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the Contractor. The Employer may issue 7 days' notice to the Contractor stating the resources required to be deployed against each work. If the Contractor fails to deploy the required resources as indicated in the notice, the employer shall offload such works and proceed with getting the works executed through other agency(ies). The Contractor shall be informed of the LOA issued to other agency(ies) for such works. Offloading under the sub clause 49.6/PCC shall be without any repercussion on the performance security and/or additional bank guarantees, if any, submitted by the contractor. The Contractor would have no future claim on this account and the extra expenditure so incurred, if any, by the Employer in getting the offloaded work done, shall be recovered from subsequent payment certificates or any other dues of the Contractor. **49.7 Termination by Employer** The Employer shall be entitled to terminate the Contract as a whole or any part or parts (as may be specified in the Notice of Termination under any of the above Sub-Clause issue) if the Contractor: (a) fails to comply with the directions contained in the notice under Sub-Clause 49.6/PCC [Notice to Correct/Notice of Termination], (b) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it by Court or Statutory Authority him, compounds with his creditors, or carries on business under a receiver, trustee, or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

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	(c) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: (i) for doing or forbearing to do any action in relation to the Contract, or (ii) for showing or forbearing to show favor or disfavor to any person in relation to the Contract, or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph I. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination. (d) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that: (i) the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Commencement Date. (e) failure to complete the Punch List items within the periods stipulated. (f) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Engineer. (g) the Contractor creates any Encumbrance in breach of this Agreement. (h) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement. (i) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Employer In any of these events or circumstances, the Employer may, by Notice Terminate the contract with immediate effect. The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. The Contractor shall remove all his plants and machinery from the site then leave the Site and deliver any required Goods, all Contractors' Documents, and other design documents made by or for him, to the Engineer within 7 days from the issue of Notice of Termination, failing which Delay Damages as prescribed for delay in completion of works shall be imposed as per provision of clause 26.8/PCC However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice of Termination (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works. After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor for completing the work. **49.8 Valuation at Date of Termination** As soon as practicable after a notice of termination under Sub-Clause 49.7/PCC [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5/PCC [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract. For this purpose, the contractor shall be notified the date for witnessing of measurements and handing over of the materials for which contractor has already been paid. In case the contractor fails to attend or send a representative even after such notice, the Engineer shall export proceed with measurements of the works executed and taking over of plants and materials etc. for which payment has already been made to the contractor, which shall be treated as final.

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	49.9 Payment After Termination After a notice of termination under Sub-Clause 49.7/PCC [Termination by Employer] has taken effect, the Employer may: (a) proceed in accordance with New-Clause 2.4/PCC [Employer's Claims], (b) encash the Performance Guarantee and forfeit the Performance Security: i. In full including additional Performance Guarantee amount if any taken in terms of ITT and not due for release on the date of issue of termination letter, in case of termination of the contract as a whole; or ii. in part/parts proportionate to the contract price of the bill/schedule to which the terminated part of work belongs i.e. P = (A x B) ÷ C where, P = Proportionate Bank Guarantee Amount A = Contract Price of the particular bill/schedule to which the terminated part of work belongs B = Performance Guarantee amount in terms of CC New- clause 4.19/PCC C = Total Contract Price Plus, additional Performance Guarantee amount if any taken in terms of ITT and not due for release on the date of issue of termination letter against that particular bill/Schedule to which the terminated part of the work belongs in case of termination in part/parts. (c) release any payment due to the contractor for works executed prior to termination and evaluation under clause 49.8/PCC (valuation at date of termination, however, if by this time the Contractor has failed to make a payment due to the Employer, the same will be deducted from the payment due and any balance remaining shall then be paid to the Contractor.) **49.10 Employer's Entitlement to Termination for Convenience** The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor. After this termination, the Contractor shall proceed in accordance with the relevant clause and shall be paid in accordance with New-Clause 8/PCC [Payment and Release in case of Optional Termination]. **49.11.1. Requirements After Termination** Upon Termination of this Agreement in accordance with the provisions of this clause 49, the Contractor shall comply with and conform to the following: (a) deliver to the Employer all Plant and Materials which shall have become the property of the Employer under this clause 49; (b) deliver all relevant records, reports, Intellectual Property and other licenses pertaining to the Works, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built" Drawings for the Works; (c) transfer and/or deliver all Applicable Permits to the Employer to the extent permissible under Applicable Laws; and (d) vacate the Site within seven days. **49.11.2 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES** Upon Termination for any reason whatsoever (a) property and ownership in all Materials, Plant and Works and the BSRP Project shall, as between the Contractor and the Employer, vest in the Employer in whole, free from any and all Encumbrances, provided that the foregoing shall be without prejudice to Clause 49.11.3; (b) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the Employer; and (c) the Employer shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project except for taking possession

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	of materials, stores, implements, construction plants and equipment of the Contractor, which have not been vested in the Employer in accordance with the provisions of this Agreement. **49.11.3 Payment on Termination** After termination under Sub-Clause-49.7/PCC the Employer shall return the Performance Security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions: A. The value of approved materials actually brought to the site and reasonably required to execute the works during next three months, as per approved programme, and B. Value of work completed up to date by the Contractor at rates specified in the Contract, after taking into account any deductions, Security Deposit, and setoff. C. In addition, a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect. The payment as above are full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the contract or otherwise. In case of termination/ foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment's and surplus materials of the Employer with the Contractor will be returned to the Employer at Employer's depot at the Contractor's cost. In case of the failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other amount due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the Contractor shall be allowed for such materials. Similarly, the Employer shall be entitled to recover the cost of the unreturned material, plants, equipment and tools from the Contractor, where such material has been supplied free of cost and plants, equipment and tools, free of cost or on lease basis to the Contractor as stipulated in the Contract. **49.12 Termination by Contractor** **49.12.1 Default of Employer** In the event of the Employer becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or Amalgamation, then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days' notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub Clause no.49.12.4. The Engineer's decision on the amount payable on this account shall be final and binding. **49.12.2 Contractor's Entitlement to Suspend The Work** If the Contractor suspends work or reduces the rate of progress of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine any extension of time to which the Contractor is entitled under sub-clause-26.5/PCC. **49.12.3 Cessation of Work by Contractor** After termination under Sub-49.12.3, the Contractor shall: a. Cease all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition, b. Hand over all Construction and/or Manufacture Documents, Plant and Materials for which the Contractor has received payment, c. Hand over those parts of other Works executed by the Contractor up to the date of termination, and d. Remove all Contractor's which is on the Site and repatriate all his staff and labour from the Site. Any such termination shall be without prejudice to any other right of the Contractor under the Contract. **49.12.4 Payment on Termination** After termination under Sub-Clause 49.12.1 the Employer shall return the Performance Security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions: a. The value of approved materials actually brought to the site and reasonably required to execute the works during next three months, as per approved programme, and

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	b. Value of work completed up to date by the Contractor at rates specified in the Contract, after taking into account any deductions, Security Deposit, setoff. c. In addition a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect. The payment as above are full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the contract or otherwise. 49.12.5 In case of termination/ foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, s and surplus materials of the Employer with the Contractor will be returned to the Employer at Employer's depot at the Contractor's cost. In case of the failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other amount due in any other contracts. The decision of the Engineer of the amount to be recovered will be final decision and full credit at rates initially charged to the Contractor shall be allowed for such materials. Similarly, the Employer shall be entitled to recover the cost of the unreturned material, plants, and tools from the Contractor, where such material have been supplied free of cost and plants, and tools, free of cost or on lease basis to the Contractor as stipulated in the Contract. **49.13 Survival** Termination of this Contract a. shall not relieve the Contractor or the Employer of any obligations already incurred hereunder which expressly or by implication survives Termination hereof and b. except as otherwise provided in any provision of this Contract expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination. **49.13 Corrupt or Fraudulent Practices** If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 49 CC/PCC shall apply as if such expulsion had been made under Sub-Clause 49.7/PCC. For the purposes of this Sub-Clause: (a) "corrupt practice" means the offering, giving, receiving of soliciting of anything of "value to influence the action of a public official in the procurement process or in the Contract execution. (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition (c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels. (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
CLAUSE 1/SCC LABOUR	**The Following New-Paras Are Added to The Existing SCC Clauses.** **1.1 Engagement of Staff and Labour** Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country. **1.2 Rates of Wages and Conditions of Labour** The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are

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	not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor. If the Employer is obliged to provide amenities or arrange payment of wages to contract labour employed by the contractor either directly or through sub-contractor under the contract on account of failures on the part the contractor to provide the amenities and / or arrange payment of wages to the contract labour as required of him under the provision of the applicable acts / rules made there under, the Engineer/Employer shall be at liberty without prejudice to the rights of Engineer/Employer under Section 20(2) and 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 to recover the whole or part of the expenditure so incurred on the wages so paid by the Engineer/Employer/Railway from the security deposit and/or from any sum or sums due to the Contractor whether under this contract or any other contract. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances, and any benefits as are subject to taxes under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as maybe imposed on him by such Laws. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulation or notifications including amendment. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time. The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities provide by the said Act and said Rules. The Contractor and his Sub Contractors shall comply with all applicable Labour Laws, and should not employ Child Labour for construction and maintenance activities. The Contractor shall provide appropriate facilities for children in Construction Camp sites. The Contractors shall not differentiate wages between men and women for work of equal value **1.3 Persons in The Service of Employer** The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst persons in the service of the Employer or the Engineer. **1.4 Labour Laws** The Contractor shall comply with all the relevant Labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration, and emigration, and shall allow them all their legal rights. The Contractor and his sub-contractors shall be responsible to ensure at his own cost, compliance to all laws, bye-laws, rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through sub-contractors or petty contractors on the works which shall include all the acts listed in Appendix–1 but not limited to the same. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work. During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labor enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central government or local authority and any other labor laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some

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	of the major labor laws that are applicable to construction industry are given in Appendix -1 to these Conditions of Contract **1.5 Working Hours** No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the Contract Data, unless: (a) otherwise stated in the Contract, (b) the Employer / Engineer gives consent, or (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. (d) The Contractor, generally will have to carry out work during night hours also and in shifts unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work. Wherever night working is carried out by Contractor, temporary lighting arrangements as per approved layout shall be provided, installed, maintained for the duration of the contract and removed after completion of work. Flashing lights to warn the traffic on roads shall be used at all times on all obstructions. No extra payment will be made for the provision of temporary lighting, flashing lights and for maintenance. It is to be noted that the works are being undertaken in an urban area. (e) Should there be complaints received by members of the public regarding excessive noise or vibration, etc. especially at night, and if such complaints are valid, then the contractor shall take remedial measures to prevent such nuisance. No extra payment will be made to the contractor for the provision of such measures. (f) Working hours during the Defect liability period will be curtailed when certain system become operational. **1.6 Facilities for Staff and Labour** Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's and Engineer's Personnel visiting site and project/site offices as stated in the bid document. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works. **1.7 Health and Safety** The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and a standing arrangement for ambulance service are available at a phone call at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same. The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and provide whatever is required by the Employer, in this regard. The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

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	EPIDEMICS In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same. **Records of Safety and Health** The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe. **Submission of Returns** The contractor shall be responsible for timely submission of all returns and statements to the concerned authorities in full compliance of all rules, bye-laws and regulations for the time being in force**.** The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Consultants' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labor as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor. The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 25.3 an alleviation program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose. **1.8Contractor's Superintendence** Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause **3/CC** [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works. The Contractor shall employ the key personnel named in the Schedule of Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule. **1.9 Contractor's Personnel** The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who: (a) persists in any misconduct or lack of care, (b) carries out duties incompetently or negligently, (c) fails to conform with any provisions of the Contract, or (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

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	If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven (48) hours and has no further connection with the work in the Contract. The replacement person shall be appointed within fourteen (14) days of the notification by the Engineer. A reasonable proportion of the Contractor's Superintending Staff shall have a working knowledge of the English language, or the Contractor shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information. In case the person is not effective in the view of Employer and of the same thing is communicated to the Contractor by the Employer, the Contractor shall appoint (or cause to be appointed) a suitable replacement person. **1.10 Records of Contractor's Personnel and Equipment** The Contractor shall submit, to the Employer and the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Employer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works **1.11 Disorderly Conduct** The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site. **1.12 Foreign Personnel** The Contractor may bring into the country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, without any financial liability, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial. Contractor shall also be responsible for any legal liabilities during their stay. **1.13 Supply of Foodstuffs** The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract. **1.14 Supply of Water** The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel **1.15 Measures Against Insect and Pest Nuisance** The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticides all buildings erected on the site such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labour of the dangers of diseases like Malaria, Filaria and other contagious diseases etc. and also regarding, Scorpions, Snakes, Wild animals etc. and preventive actions required to be taken by the labour and staff. **1.16 Alcoholic Liquor or Drugs**

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	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal thereto by Contractor's Personnel. **1.17 Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so. **1.18 Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs. **1.19 Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works. **1.20 Prohibition of Forced or Compulsory Labour** The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty. **1.21 Prohibition of Harmful Child Labour** The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. **1.22 Employment Records of Workers** The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and shall be available for inspection by the Engineer during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 1.10/SCC of PCC [Records of Contractor's Personnel and Equipment].
	In addition to the above, the Contractor shall register his firm/company etc. on website 'www.shramikkalyan.indianrailways.gov.in' and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updating, on Portal shall be done as under: (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Employer/Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request. (b) Contractor once approved by any Employer/Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour. (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Employer/Engineer. Employer/Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request. (d) After approval of LoA by Employer/Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis. (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour& payments made thereof after each wage period.
CLAUSE 40/CC/40.1/ PCC PRICE ADJUSTMENT / CONTRACT DATA	**40.1.7 Add The Sub-Clause For Price Adjustment With The Following:** **PRICE VARIATION / ADJUSTMENT** Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given here under. The amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae

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	prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs. **(A) Adjustment Formula** The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following: Following expressions and meanings are assigned to the work done during each month. **R=Total value of work done during the month** shall include the value of materials on which secured advance has been granted, if any during the month less the value of materials in respect of which the secured advance has been recovered, if any, during the month. This excludes the cost of work on items for which rates were fixed under Variations Clause 34.3/PCC for which the escalation will be regulated as mutually agreed at the time of fixation of rate. It will also exclude the value of work done during the month which was programmed to be done prior to this month as per work schedule in the agreement. Following expressions and meanings are assigned to the work done during each month. **V=VL +VF+VM+VP+VS+VC** Where V = Total adjustment on account of all components. VL = Adjustment on account of labour component. VF = Adjustment on account of High-speed diesel component. VM = Adjustment on account of other materials component. VP = Adjustment on account of Plant, machinery and spares. VS = Adjustment on account of steel component. VC = Adjustment on account of cement component. co-efficient to total cost = 0.15 **Adjustment for labour Component:** Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with following formula. (Base: 2016=100). **VL= 0.85 X R X PL x [(Li – Lo)/Lo]** Where VL= Increase or decrease in the cost of work during the month under consideration due to change in rates for local labour Lo =. The average consumer price index for industrial workers for Bangalore Centre as applicable for the month preceding the date of opening of the tenders as published by Labour Bureau, Ministry of Labour, GOI. Li = The average consumer price index for industrial workers for Bangalore Centre during the 'month under consideration' as published by Labour Bureau, Ministry of Labour, GOI. PL (cost co-efficient of labour to the total cost) = 0.23 **Adjustment for Fuel and Power component:** Price adjustment for increase or decrease in the cost of Fuel and Power component shall be paid in accordance with following formula (Base: 2011-12=100). **VF = 0.85 X R X PF x [(Fi –Fo)/Fo]** where VF = Increase or decrease in the cost of work during the month under consideration due to change in rates for Fuel and Power components. Fo = The average wholesale price index for fuel and power as published by RBI bulletin / Economic Advisor GOI as applicable for the month proceeding the date of opening of the tenders. Fi = The average wholesale price index for fuel and power as published by RBI Bulletin / Economic Advisor GOI as applicable during the "month under consideration". PF (cost co-efficient of fuel and power to the total cost) = 0.10 **Adjustment on account of other materials component:** Price adjustment for increase or decrease in the cost of other materials component shall be paid in accordance with following formula (Base: 2011-12=100). **VM = 0.85 X R X PM x [(Mi –Mo)/Mo]** where

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	VM = Increase or decrease in the cost of work during the month under consideration due to change in rates for other material components. Mo = The all-India whole sale price index for all commodities as applicable for the month preceding the date of opening of Tenders as published by Office of the Economic Adviser. Mi = The all-India whole sale price index for all commodities for the 'month under consideration' as published by Office of the Economic Adviser. PM= (cost co-efficient of other materials to the total cost) = 0.12 **Adjustment on account of Plant, machinery and spares:** Price adjustment for increase or decrease in the cost of plant, machinery and spares component shall be paid in accordance with following formula (Base: 2011-12=100). **VP = 0.85 X R X PP x [(Pi – Po)/Po]** where VP = Increase or decrease in the cost of work during the month under consideration due to change in rates for plant, machinery and spares components. Po = the all-India wholesale price index for manufacture of machinery for mining, quarrying and construction as applicable for the month preceding the date of opening of Bids as published by Office of the Economic Adviser. Pi = the all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the 'month under consideration' as published by Office of the Economic Adviser. PP (cost co-efficient of Plant, machinery and spares to the total cost) = 0.14 **Adjustment on account of steel component:** Price adjustment for increase or decrease in the cost of Steel shall be paid in accordance with following formula. (Base: 2011-12=100) **VS = 0.85 X R X PS x [(Si – So)/So]** where VS= Increase or decrease in the cost of work during the month under consideration due to change in rates for Structural Steel / TMT rebars / MS Steel / Pre-stressing strands. So = The all-India wholesale price index for **Mild Steel – Long products** as applicable for the month preceding the date of opening of Bids as published by Office of the Economic Adviser. Si = The all-India wholesale price index for **Mild Steel – Long products** for the 'month under consideration' as published by Office of the Economic Adviser. PS (cost co-efficient of steel to the total cost) =0.27 **Adjustment on account of cement component:** Price adjustment for increase or decrease in the cost of cement shall be paid in accordance with following formula. (Base: 2011-12=100) **VC = 0.85 X R X PC x [(Ci – Co)/Co]** where VC= Increase or decrease in the cost of work during the month under consideration due to change in rates for cement component. Co = The all-India wholesale price index for **Ordinary Portland Cement** as applicable for the month preceding the date of opening of Tender as published by Office of the Economic Adviser. Ci = The all-India wholesale price index for **Ordinary Portland Cement** for the 'month under consideration' as published by Office of the Economic Adviser. PC (cost co-efficient of Cement to the total cost) = 0.14 **Period of Work under consideration will mean as under:** i. In the case of first Bill the period from the month of signing of agreement to the month of measurement of the first bill. ii. In the case of second and subsequent interim payment certificate and Final bills, the Period from the month of measurement for previous bill to the month of measurement of that bill. iii. As per provisions of contract (Clause 37.3/PCC) interim payments certificates are to be submitted by the contractor on monthly basis for the works/supply of items pertaining to a particular month. However, in case a bill is submitted for a period pertaining to more than a calendar month the average indices for those months and previous month(s) shall be used for calculation purpose. Responsibility of arranging the RBI indices/Economic advisor indices/Labour Bulletins desired by the Employer or the Engineer shall rest with the Contractor. **(B) Procedure in case of Delay in Availability of Final RBI Indices/Economic advisor indices**

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	Where the final Price Indices are not available in the Economic advisor, while making payment towards interim payment certificate, payment towards Price Variation will be made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final Indices figures become available. **(C) Adjustment on Account of Price Variation** Adjustment on account of Price Variations may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each bill as claimed by the contractor. After verifying the bill, the Engineer shall certify the adjustment amount and advise the same to the Employer along with the interim payment certificate. Should any extra amount be due to Contractor, the Employer shall pay the same. Any amount due from Contractor on account of negative adjustment shall be recovered from his pending or other bills at the earliest. The above adjustment on account of Price Variation payment shall be made to the contractor in accordance with the proportion stipulated in Schedule of Payment Currencies by using exchange rate on the last day of the period to which a particular interim payment certificate is related as per the website of Reserve Bank of India (RBI). In case the exchange rate on the above date, is not available in this web site, it will be as per the web site of Financial Benchmark India Private Limited (FBIL) as recommended by RBI. In case the exchange rate of particular currency is not available on the above date in both these websites then the exchange rate as per the website of the Central Bank of that country to which this currency belongs will be adopted. 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 exchange rate between that foreign currency and US Dollar on that web site and then converted from USD to INR as per RBI or FBIL exchange rate between US Dollar and INR, as prevailing on the said date. **(D) Limit of Price Adjustment** Provided that, in determining all such price adjustment in accordance with the aforesaid Sub Clauses: a. No account will be taken of any amount by which any cost incurred by the Contractor has been increased by default or negligence of the Contractor. b. If the Contractor fails to complete the work within time for completion prescribed under Clause 26.4 the adjustment of prices thereafter until the completion of the works shall be made using either the indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Sub-Clause 26.5/PCC, the above position shall apply to the adjustments made after expiry of such extension of time. **(E) Price Variation during extended period of completion** The price adjustment as worked out above i.e., either increase or decrease will be applicable up to the stipulated Completion Date of the Works, including the extended period of completion where such extension has been granted under Sub-Clause 26.5/PCC and where such an extension has been granted, the price adjustment will be due as follows: a. In a. In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under Sub-Clause 26.5/PCC, the price adjustment for the period of extension granted in accordance with Sub-Clause 26.5/PCC will be limited to the amount payable as per the indices applicable to a statement made on the last date of the original completion period or the extended period as the case may be. b. In case the indices fall below the indices applicable to a statement made on the last date of the original or extended period of completion, then the lower indices will be adopted for Price Adjustment for the period of extension

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NEW CLAUSE-1.1	**Assignment** Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party: i. may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and ii. may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
NEW CLAUSE -1.2	**Care and Supply of Documents** The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor. Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents. The Contractor shall keep on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times. If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
NEW CLAUSE-1.3	**Deleted.**
NEW CLAUSE-1.4	**Employer's Use of Contractor's Documents** As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall: (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.
NEW CLAUSE-1.5	**Contractor's Use of Employer's Documents** As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

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NEW CLAUSE-1.6	**Confidential Details** The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance with the Contract. The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the Contractor's obligations under the Contract or to comply with applicable Laws. The Contractor shall not publish or disclose any particulars of the Works without the previous agreement of the Employer. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
NEW CLAUSE-1.7	**Compliance with Laws** The Contractor shall, in performing the Contract, comply with applicable laws. Unless otherwise stated in the Special Conditions of Contract: a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and **b)** the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.
NEW CLAUSE-1.8	**Joint Venture — Joint and Several Liability** If the Contractor constitutes (under applicable Laws) a Joint Venture of two or more persons/firms: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract. (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer. (d) In the event of default by any partner of Joint Venture, on or after achieving 25% of the financial progress (excluding advance if any) the lead partner or remaining partner(s), in case the defaulting partner is the lead partner, shall notify the Employer within twenty eight (28) days of the occurrence and within Fifty six (56) days of the said notification, the lead partner or remaining partner(s), who are not the defaulting partner, shall assign the works of the defaulting partner, to equally competent party with prior consent of the Employer. For this purpose, the term "equally competent party" shall mean as under: "The new JV partner replacing the defaulting partner should meet the EQC requirement of package/combination of packages which was met by the defaulting partner on the basis of which the original tender was awarded." The replacement of any defaulting partner, with the new partner shall be subject to the condition that the new partner has to submit additional performance security equal to 10% of balance cost of work of the JV partner being replaced. The performance security submitted by the defaulting partner shall also continue with K-RIDE till satisfactory completion of the work. (e) Notwithstanding the consent of the Employer for change in composition or legal status of the Joint Venture the partners shall continue to be jointly and severally liable to the Employer. (f) The Joint Venture shall enter into a Joint Venture Agreement incorporating the provisions of sub-paras (a) to (l) based upon the form annexed to the Conditions of Contract. The JV agreement shall indicate precisely the specific role of all members of the JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. The authority to sign the JV Agreement shall be evidenced by approved legal instruments. Notwithstanding the contents of the sub-clauses above, if the performance of any JV partner is not found satisfactory by the Employer, in respect of the responsibilities assigned to him as per JV agreement which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner

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	or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV as the case may be from participating in any K-RIDE tender from the date of issue of notice of default.
NEW CLAUSE-1.9	**Inspections by the Employer** The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Site and/or the Contractor's records relating to the performance of the Contract.
NEW CLAUSE-1.10	**Bidder's Credentials:** The bidder shall submit an affidavit on a stamp paper to the effect that all the documents submitted by her along with her bid are true. This shall be mandatory all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid. After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, The bid shall be treated as technically unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false/forged: a) The bidder/each partner/member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of K-RIDE. In such an eventuality. The bid shall also be summarily rejected. b) If the contract has already been awarded, or Letter of Acceptance (LoA) has been issued and in the event of any failure to comply with the above, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), performance Guarantee (PG) and partial/full payments otherwise due to the contractor, in respect of the partial/full work executed by the contractor, shall be forfeited by the K-RIDE. c) Other punitive actions, like banning the bidder and partners/members of the biding firm for future dealings with K-RIDE/Government of India/ Government of Karnataka may also be taken.
	2. THE EMPLOYER
NEW CLAUSE 2.0	**Obligations of the Employer** 1. The Employer shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder. 2. The Employer shall be responsible for the correctness of the Scope of the Project, Project Facilities, Specifications and Standards and the criteria for Testing of the completed Works. 3. The Employer shall, upon receiving the Performance Security, provide to the Contractor: (a) the Right of Access in accordance with the provisions progressively. (b) all environmental and forest clearances as required and approval of the general arrangement drawings (the "GAD") from road authorities to enable the Contractor to construct road over-bridges and under-bridges at level crossings on the BSRP Project in accordance with the Specifications and Standards, and subject to the terms and conditions specified in such approval. 4. In the event that (i) the Employer does not procure fulfilment of any or all of the obligations set forth in para 3 above within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Contractor or due to Force Majeure, the Employer shall extend Time Extension in accordance with the provisions. 5. The Employer agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following: a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;

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	b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity. c) procure that no barriers that would have a material adverse effect on Works are erected or placed on or about the BSRP Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order. d) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement. e) support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement.
NEW CLAUSE-2.1	**Permits, Licenses or Approvals** The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor: (a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and (b) for the Contractor's applications for any permits, licences or approvals required by the Laws of the Country: (i) which the Contractor is required to obtain under New-Clause 1.7/PCC [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractor's Equipment when it is removed from the Site.
NEW CLAUSE -2.2	**Employer's Personnel** The Employer will be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site: (a) co-operate with the Contractor's efforts under New-Clause 4.24/PCC [Co-operation], and (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of New-Clause 4.26/PCC [Safety Procedures] and under New-Clause 4.36/PCC [Protection of the Environment].
NEW CLAUSE-2.3	**Employer's Financial Arrangements** The Employer has sourced the funds to finance the project. **Assignment by the Employer** The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the Contract or any part thereof and any interest therein or there under to any third party.
NEW CLAUSE-2.4	**Employer's Claims** If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under New-Clause 4.37/PCC [Electricity, Water and Gas], under New-Clause 4.38/PCC [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor. The notice shall be given as soon as practicable after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period. The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with New-Clause 6.12[/PCC Extension of Defects Notification Period].

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	This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.
	3.THE ENGINEER
NEW CLAUSE-3.1	**"Engineer"** means the person nominated by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under New-Clause 3.4 [Replacement of the Engineer]. The person nominated to act as an engineer may be an employee of Rail Infrastructure Development Company (Karnataka) Ltd (K-RIDE) or an employee of a Project Management Consultancy firm engaged by K-RIDE for project management as per the discretion of the Employer. **Engineer's Duties and Authority** The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties. The Engineer shall have no authority to amend the Contract. The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. However, the Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions: a) New-Clause 4.30/PCC [Unforeseeable Physical Conditions] Agreeing or determining an extension of time and/or additional cost. b) Sub-Clause 26.5/PCC [Extension of Time for Completion] Agreeing or determining extension of time. c) New-Clause 6.9/PCC [Performance Certificate] Issue of Performance Certificate. d) Sub-Clause 34. Except, (i) in an emergency situation as determined by the Engineer and as amplified in sub-paras (h) and (i) below, or (ii) DELETED e) Sub-Clause 34.2 – Procedure for change of scope: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 34.1. f) Sub-Clause 37.16 -Payment in applicable Currencies: Specifying the amount payable in each of the applicable currencies for a Variation. g) Clause 56.1/SCC: Contractor Claims for extension of time and/or additional payment. h) Providing Power block or Traffic block to the contractor. i) Giving any instruction to the contractor, outside the scope of the Engineer. j) **DELETED** Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 34/PCC and shall notify the Contractor accordingly, with a copy to the Employer. k) In case the emergency mentioned in above Sub-paras occurs on account of failure of Contractor, by way of not adhering to the approved scheme of work or not taking adequate safety precautions or by any other reason attributable to the contractor, then no additional amounts shall be paid to the Contractor for attending to such emergencies and the Contractor shall be liable for Employer's claims. l) Clause7/PCC regarding deployment of Sub-Contractors.

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NEW CLAUSE-3.2	**Delegation by the Engineer** The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with New-Clause 3.5/PCC [Determinations]. Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 3/CC [Law and Language]. Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However: (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials. (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.
NEW CLAUSE-3.3	**Instructions of the Engineer** The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause34/PCC [Variations and Adjustments] shall apply. The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant, (a) gives an oral instruction and (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, (d) then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).
NEW CLAUSE-3.4	**Replacement of the Engineer** Notwithstanding New-Clause 3.1/PCC, if the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the replacement Engineer.
NEW CLAUSE-3.5	**Determinations** Whenever these Conditions provide that the Engineer shall proceed in accordance with this New-Clause 3.5/PCC to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 56/SCC [Claims, Disputes and Arbitration].
NEW CLAUSE-3.6	**Remuneration of the Engineer** The remuneration, cost and expenses of the Engineer shall be borne by the Employer

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NEW CLAUSE-3.7	**Interim Arrangement** In the event that the Employer has not appointed an Engineer, or the Engineer so appointed has relinquished its functions, the Employer may, in the interim, designate and authorise any person to discharge the functions of the Engineer in accordance with the provisions of this Agreement, save and except that such person shall not exercise any functions relating to review, comment, approval or inspection as specified in this Agreement for and in respect of the Engineer, and such functions shall be discharged as and when an Engineer is appointed in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Clause shall in any manner restrict the rights of the Employer to enforce compliance of the provisions of this Agreement.
	4.THE CONTRACTOR
NEW CLAUSE-4.1	**Contractor's General Obligations** 4.1.1 Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, and construction of the BSRP Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder. 4.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement. 4.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Contractor shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times. 4.1.4 The Contractor shall remedy any and all loss or damage to the BSRP Project, occurring on or after the Commencement Date and until the date of Provisional Certificate, with respect to the Works completed prior to the issuance of the Provisional Certificate and/or Completion Certificate, with respect to the Works referred to in the Punch List, at its own cost, save and except to the extent that any such loss or damage shall have arisen from any default of the Employer or on account of a Force Majeure Event in which case the provisions of New Clause 8/PCC/ Force majeure shall apply. 4.1.5 The Contractor shall remedy any and all loss or damage to the BSRP/Railway Project during the Defects Liability Period at its own cost, to the extent that such loss or damage shall have arisen out of the reasons specified. 4.1.6 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws; (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for Materials, methods, processes, know-how and systems used or incorporated into the BSRP/Railway Project. (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement. (d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement. (e) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement. (f) support, cooperate with and facilitate the Employer in the implementation and operation of the Project in accordance with the provisions of this Agreement. (g) ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with Applicable Laws and Good Industry Practice.

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	(h) keep, on the Site, a copy of Agreement, publications named in Agreement, the Drawings, Documents relating to the Project, Change of Scope Orders and other communications sent under Agreement, and provide access to all these documents at all reasonable times to the Engineer and its Mobilized personnel. (i) cooperate with other contractors employed by the Employer and with personnel of any other public authority; and (j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all the existing facilities within the Right of Access, irrespective of whether they are public or in the possession of the Employer or of others. (k) to provide reasoned comments on any information relating to the contractor's activities under or pursuant to the agreement, which the Employer may publish. (l) The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works **4.1.7 Electricity, water and other services** The Contractor shall be responsible for procuring of all power, water and other services that it may require for the BSRP/Railway Project. **4.1.8 Unforeseeable difficulties** Except as otherwise specified in the Agreement: (a) the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works. (b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and (c) the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs. For the purposes of this Clause, unforeseeable difficulties include physical conditions like man-made or natural physical conditions including sub-surface and hydrological conditions which the Contractor encounters at the Site during execution of the Works. **4.1.9 Safety at work site** The Contractor and its sub-contractors shall follow the safety instructions and take all safety measures for workmen and vehicles plying in the work area in accordance with Applicable Laws, Good Industry Practice and the provisions of this Agreement. The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects. All equipment, and material, to be incorporated in or required for the Works shall be procured from approved sources as stipulated in the Contract. i. All plants / equipment to be deployed on the work shall carry designated authority certificate. Where not specified, it shall have third party safety certificate for the safe working of the equipment and shall be renewed after every 3 months. This certificate shall be produced to the Engineer as and when required. ii. All the construction plant shall be provided with the experienced operators having valid license issued by the competent authority. iii. Any material or equipment not meeting the approval of the Engineer shall be removed from the site immediately. iv. All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer. Such consent shall not be unreasonably withheld or delayed. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be

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	responsible for all Contractors' Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works. The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning or remedying of any defect: i. provides and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and ii. Contractor is required to take note of all the necessary provisions in Employer's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards as specified in the Special Conditions of Contract. In the case, the Contractor fails in the above; the Employer may provide the necessary arrangements and recover the costs from the Contractor
NEW CLAUSE-4.2	**Tools, Plants and Equipment Supplied by the Employer** i. Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all tools, plants and Equipment for the Works. In respect of such exceptional tools, plants or Equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub-contractors or his workmen or others while they are in his charge. ii. No tools, plant and equipment shall be supplied by the Employer. Unless specifically incorporated in special conditions, the Contractor has to arrange all tools, plant, equipment required for the work. iii. On completion of the Works, the Contractor shall hand over the unused balance of the tools, plants and Equipment supplied by the Employer to the Employer back in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto. iv. The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.
NEW CLAUSE-4.3	**Employer's Materials** Except for items mentioned in the Special Conditions of Contract, the Contractor shall provide all materials for the Works. Material if any, to be provided by Employer will be done only in a phased manner as per pre-approved program, against a Bank Guarantee for the value of the Material and at terms and conditions for issue, upkeep, usage, return and recovery of such Materials as specified in Special Conditions of Contract.
NEW CLAUSE-4.4	**Sheds, Stores, Yards** It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.
NEW CLAUSE-4.5	**Temporary Works** The Contractor's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the Tender and modifications thereto as approved by Engineer. The Contractor shall submit drawings, supporting design calculations of Temporary works, where called for by the Engineer and other relevant details of all such works to the Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the Contractor of his responsibility for sufficiency of such works. All temporary works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at his cost (unless otherwise provided in tender document) and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case the Contractor fails to remove the temporary works on completion the Engineer is authorized to get the same removed and recover the cost thereof from the Contractor.

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NEW CLAUSE-4.6	**Access for Employer and Engineer** The Contractor shall allow at all times the Employer, Engineer or the Engineer's assistant or any other person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that subcontracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.
NEW CLAUSE-4.7	**Access Road and Way Leave** I. Providing access roads/ way leaves to the site will be Contractor's responsibility. II. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads. The Contractor's heavy construction or tracked equipment shall not travel on any public road or bridge, unless the Contractor has made arrangements with the authority concerned and has obtained the approval of the Engineer to such arrangements. III. The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer. IV. The Contractor shall plan transportation of construction materials to work site in accordance with traffic regulations enforced by local traffic authorities from time to time and in such a way that congestion on the roads and road accidents are avoided. The Contractor should study this aspect thoroughly before quoting for the work.
NEW CLAUSE-4.8	**Contractor to keep Site Clear** i. During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required. ii. On completion of the works, the Contractor shall clear away and remove from site all Constructional Plant, surplus material and Temporary Works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer. iii. On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement of original condition within the stipulated time as determined by Engineer will be recovered from the Contractor's dues. iv. All garbage shall be removed from site daily or as they accumulate. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance. No extra payment shall be made on this account. v. No final payment in settlement of the accounts for Works shall be made till, in addition to any other condition necessary for such final payment, site clearance and clearances of labour camps etc. shall have been affected by him. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer. All expenses on such removal / clearance shall be debit able to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Security amount or from any other amount payable to the Contractor in any other Contract.
NEW CLAUSE-4.9	**Security of the Site** I. The Contractor shall take all measures necessary to ensure security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project. II. The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorized person.

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	III. If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity. IV. The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority. V. The Contractor shall be wholly responsible for security of site and Works. The Contractor shall follow relevant Safety and Security instructions issued by the concerned Authorities from time to time and shall work in close coordination with the concerned Authorities.
NEW CLAUSE-4.10	**Contractor's Operations on Site** I. The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land. II. The Contractor, after obtaining any necessary consent from any relevant authority, shall submit to the Engineer proposals showing the layout of pedestrian routes, lighting, signs, and guarding any road opening or traffic diversion which may be required in connection with the execution of the Works and which the Contractor intends to construct. Any consent given by the Engineer to such proposals shall not relieve the Contractor of any obligation under the Contract or absolve the Contractor from any liability for or arising from such proposals or the implementation thereof. III. All lights provided by the Contractor shall be so placed or screened as not to interfere with signs, signals or lights. The Contractor shall not in any way obscure or affect signs, signals or lights, in use by any relevant authority. In the event that the Contractor does so, the Contractor shall pay all costs associated with the re-fitting, re-instating or provision of alternatives for any sign, signal or light, obscured or affected. IV. For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others.
NEW CLAUSE-4.11	**Publicity** The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so required by the Employer, enforce the same at his own expense. The provisions of this Sub-Clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.
NEW CLAUSE-4.12	**Disclosure of Relationship** If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.
NEW CLAUSE-4.13	**Use Of Explosives** Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The explosives shall be handled, stored in a special magazine to be provided at the cost of the Contractor and used under the strict supervision of persons licensed for this purpose under the requisite statutory rules and regulations. The Contractor shall take all precautions in transporting and using the explosives and avoid damage to nearby structures and utilities. The Contractor shall be responsible for taking all the precautions in the usage of the explosives at

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	Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.
NEW CLAUSE-4.14	**In Pursuance with this Policy, the Employer** a. Will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer/Contractor has engaged in corrupt or fraudulent practices. b. Will declare a Tenderer/Contractor ineligible, either indefinitely or for a minimum period of 2 years from the date of identification of such prohibited conduct, to be awarded a Contract/s if the Employer at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
NEW CLAUSE-4.15	**Compensation to Contractor on Rescission of Contract under this clause** In the event of rescission of Contract, the Contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of rescission.
NEW CLAUSE-4.16	**Quality Assurance** Unless otherwise stated in Special Conditions of Contract and/or Employer's Requirement, the Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. Such system shall be in accordance with the details stated in the Contract. Compliance with the quality assurance system shall not relieve the Contractor of his duties, obligations or responsibilities. Details of all procedure and compliance documents shall be submitted to the Engineer for his consent before each execution stage is commenced
NEW CLAUSE-4.17	**Work by Persons Other than Contactor** I. If the Contractor shall fail to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Employer/ Engineer in accordance with the Contract within a reasonable time, the Employer may give the Contractor 14 days' notice in writing to carry out such work or comply with such instruction. II. If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors in whatever manner the Employer decides, be it single Tender or limited Tender or open Tender or on entrustment basis without any right of appeal by the contractor. III. However, in case of emergencies/urgencies/affecting safety the period of 14 days' notice shall be 24hours notice in writing. The Classification of work as emergencies/urgencies/affecting safety is the prerogative of Employer and his decision is final and binding on the contractor. Without prejudice to any other right or remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor. IV. If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Employer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorize the carrying out of such remedial or other work by a person other than the Contractor. V. If the remedial or other work so authorized by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the Contract; all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor. Provided that the Employer/ Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.
NEW CLAUSE-4.18	**Confidentiality of Information** I. The Contractor shall not use or divulge, except for the purpose of the Contract or with the written permission of the Employer, any information relating to the Works or the Project provided in the Contract or otherwise provided by the Employer, or the Engineer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like confidentiality undertaking.

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	II. The Employer, Engineer and any third party to whom an assignment has been made in accordance with New-clause 2.3/PCC may use any information provided by the Contractor in accordance with the Contract. The Employer shall use reasonable endeavours to ensure that the Engineer and any third party referred to in aforesaid New-clause 2.3/PCC shall not; divulge such information except for any purpose connected with the Contract. On completion of the works, the contractor shall arrange to furnish to the Employer two (2) bound sets 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. The Taking – over Certificate of the Works, as per the provisions of Clause 46.1/PCC herein, shall not be issued by the Engineer in the event of the Contractor's failure to furnish the aforesaid "As Built" drawings for the entire works. If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract; (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 3/CC [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs; (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 46.1/PCC [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.
NEW CLAUSE-4.19	**Performance Security** The Contractor shall obtain (at his cost) a Performance Security and an additional Performance Security, if any in terms of ITT 25.6, for proper performance of the contract, for the amount, currencies and validity period for Performance Security stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. The Contractor shall deliver the Performance Security and additional Performance Security, if any, to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer and shall be in the form as given in Section 10 (Formats) or in another form specifically approved by the Employer. The procedure for obtaining Performance Guarantee is outlined below: The successful bidder shall have to submit a Performance Guarantee (PG) within 28 (Twenty-eight) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 28 (Twenty-eight) days and up to 60 days from the date of issue of LOA may be given by the Employer who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 28(Twenty-eight) days, i.e. from 29th day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Engineer/Employer, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated, KRIDE shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. The failed Contractor shall be debarred from participating in re-tender for that work. The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms: (i) An unconditional & irrevocable Bank Guarantee in the prescribed format

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	(ii) A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bangalore. (iii) FDR in favour of "Rail Infrastructure Development Company (Karnataka) Ltd." (free from any encumbrance). (iv) A online bank transfer to K-RIDE account. The Bank Guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under: (i) a Schedule Bank in India, or (ii) a Foreign Bank having their operations in India, or (iii) a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India, The Scheduled Bank issuing the Bank Guarantee must be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer. The Issuing Bank shall send the SFMS to: Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) Bank Name: Canara Bank Branch: Prime Corporate Branch Account No. 0430201012110 IFSC Code: CNRB0002636 In case the contractor is a JV; the Performance Security/additional Performance Security, if any in terms of ITB 35.5, shall be submitted by each JV Partner separately on behalf of the JV in favour of K-RIDE in proportion of their respective percentage share specified in the JV Agreement. The additional Performance Security shall be submitted by the partner(s) responsible for execution of schedule(s) (as per JV agreement) against which additional Performance Security is required to be submitted in terms of ITB 35.5. However, Submission of Performance Guarantee Security by individual partners on behalf of the JV shall in no way dilute their Joint & Several responsibility. The Employer shall be entitled to recover the amount of Bank Guarantees individually and / or from all the Partners jointly at its discretion." The Contractor shall ensure that the Performance Security/additional Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied defects, if any. If the contractor does not complete the work for any reasons whatsoever, the terms of the Performance Security/ additional Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall be bound to extend the validity of the Performance Security/additional Performance Security until the Works have been completed and any defects have been remedied. Failure of the successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and execution of the Tender Securing Declaration. **Release of performance security** (i) The whole or such portion of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of Contract on the part of the Contractor. (ii) After completion of the entire Work, the Performance Security shall be released to the Contractor, on issue of last Taking Over Certificate if more than one Certificate exist, by the Engineer, the release of Performance Security shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period. The Guarantees shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate or passing of the Final Payment Certificate whichever is later. However, on completion of specified section(s) and successful passage of defect liability period for such section(s) along with execution of any leftover works at the time of completion of such section(s), the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data subject to the condition that

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	Engineer certifies that no recoveries are pending in the contract. In case Engineer points out amount to be recovered then the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data minus the amount to be recovered. The Employer shall return additional Performance Security submitted in terms of ITB 35.5 as per the following; (a) If the Contractor submits an application stating that all the works against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5 have been completed in all respect, then the Employer, on being satisfied with the claim of the Contractor, shall return the full additional Performance Security against the particular schedule(s). Decision of the Employer regarding completion of works against a particular schedule/bill shall be final and binding on the Contractor. (b) If the Contractor submits an application stating that majority of the works (physical progress being not less than 90%) against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5 have been completed and execution of balance works is held up for reasons not attributable to the Contractor, then the Employer, on being satisfied with the claim of the Contractor, shall return 75% of the amount of additional Performance Security against the particular schedule(s). The balance amount of additional Performance Security shall however be returned only after completion of the works against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5, in all respects to the satisfaction of the Employer. Decision of the Employer regarding completion of works against a particular schedule/bill shall be final and binding on the Contractor. Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly submit Performance Guarantee @ 10% of the increased amount over the original contract price in a specific currency. On the other hand, if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ 10% of the decrease in contract price from the original contract price in a specific currency shall be returned to the contractor, on his request. Wherever the contract is terminated under Clause 49.7/PCC, the Performance Guarantee shall be encashed by the Employer: i) in full including additional Performance Guarantee amount, if any, taken in terms of clause 25.5 and 29 of ITT and not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; or ii) at the discretion of the Employer it may be encashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs i.e P=(A x B)÷C where P=Proportionate Bank Guarantee Amount. A=Contract price of the particular bill/schedule to which the terminated part of work belongs. B=Performance Guarantee amount in terms of CC New-clause 4.19/PCC C=Total Contract price. Plus, additional performance Guarantee amount, if any, taken in terms of sub clause 25.5 and 29 of ITT and not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to which the terminated part of the work belongs, in case of termination in part/parts. The balance work should be got done separately, and independently by K-RIDE without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm. In case the Contractor fails to perform the Contract or any JV partner fails to perform its obligations under the JV agreement, which is a part of this agreement, the Employer may issue notice of such default to

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	the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV, as the case may be, from participating in any K-RIDE tender from the date of issue of notice of default. The relevant performance security including additional performance security, if any, in terms of sub clauses 25.5 and 29 of ITT submitted by the Contractor or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.
NEW CLAUSE-4.20	**Security Deposit**: Security Deposit equal to 10 percent of the amount due to the Contractor in IPC's/ Running bills from time to time will be retained, so as to maintain a reserve in the hands of the Employer equal to 5 percent of the Contract Price in respective currencies. The Employer shall at six monthly intervals release 50% of Security Deposit upon submission of Bank Guarantee (BG to be submitted by each member of JV in proportion to their participation) of like amount in respective currencies as per format given in section10, Contract Forms for security deposit and issued by an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule. The remaining 50% of Security Deposit shall remain with the employer. **4.2 (a) Release of Security Deposit:** 50% of the Security Deposit (Bank Guarantees and/or money) shall be released upon request by the contractor on or after the date of issue of the Completion Certificate for the whole of the works or the date of issue of last completion Certificate, if more than one completion Certificate exist. 4.2.b(i) Refund of Balance 50% Security Deposit: 50% of Security Deposit mentioned in clause above shall be returned to the Contractor along with or after, the following: (a) Final Payment of the Contract and (b) Execution of Final Supplementary Agreement or Certification by Engineer that K-RIDE has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period. 4.2.b(ii)Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 49 of CC/PCC, the Security Deposit already with K-RIDE under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 49 of CC/PCC, the Security Deposit shall not be forfeited. 4.2.(c) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of New-Clause 4.19/PCC of this clause will be payable with interest accrued thereon. 4.2.(d) When contract amount exceeds the contract price due to variation in quantities of certain BOQ items on the higher side or due to operation of additional non tendered items as per site requirement, the additional Security Deposit at 5% of the increased amount shall be recovered from Interim Payment bills. The additional Security Deposit recovery shall start when the actual cumulative payment exceeds the original Contract Price. 4.2.(e) Wherever Bank Guarantee or any other instrument is to be extended or fresh BG to be obtained, the cost towards getting extension of BG or fresh BG will be on contractor's account.
NEW CLAUSE - 4.21	**Contractor Representative:** The Contractor shall depute his Representative to attend all the review meetings notified by the Employer/ Engineer. Facilities for and Co-ordination with Others The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the Employer, Engineer, Designated Contractors, utility undertakings, other relevant authorities, and other contractors (whether employed by the Employer or not) who are carrying out on, or in the vicinity of, the Site, works not included in the Contract but forming part of the Project: A. The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the Design, manufacture, installation execution and testing of such other works and shall in particular (but without limitation):

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	i. comply with any direction which the Engineer may give for the integration of the Design with the design of any other part of the Project; ii. consult, liaise and co-operate with those responsible for carrying out such other works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmes, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning; B. The Contractor shall undertake Design co-ordination with other contractors who are carrying out works forming part of the Project as described in the Employer's Requirements. At the end of each such co-ordination period, the Contractor and the other contractor with whose works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalised without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer, the Engineer shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments. C. The Contractor shall share within the Site, staging, storage and unloading areas for the use of Designated Contractors, if any, who are undertaking civil work, fare collection system, supply, testing and commissioning of Rolling Stock, escalators, lifts, signalling and telecommunications installation works, etc. Separate locations shall be provided for each such contractor. The exact size and location of these staging, storage and unloading areas, and the commencement date shall be co-ordinated and agreed during the design interface period with each Designated Contractor. D. Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the Employer's Requirements and as instructed by the Engineer. The identity of the contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor E. The Contractor shall in accordance with the requirements of the Engineer co-ordinate his own Works with that of Designated Contractors through Co-ordinated Installation Programme (CIP) stated in the Employer's Requirements, or as the Engineer may require, and shall afford the Designated Contractors all reasonable opportunities for carrying out their works. F. The Contractor shall afford all reasonable opportunities, for carrying out their work, to other contractors employed by the Employer and their workmen respectively and the workmen of the Employer who may be engaged on or near the Site of any work, ancillary to the Works, but not included in the Contract and shall not cause them inconvenience. G. If the Contractor shall suffer delay by reason of failure by any Designated Contractor to meet the specified installation interfacing and co-ordination, completion dates, which delay shall be caused otherwise than by fault of the Contractor, or, if compliance with sub-clause (f) herein shall involve the Contractor in delay beyond that which could be reasonably foreseen by an experienced contractor at the time of tender, then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under the Contract. H. It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are co-ordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other contractors. The Contractor shall be deemed to have made adequate allowance in the Contract Price and in the Works Programme in respect of these obligations. If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated Contractor, the Contractor, in addition to his liability in

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	respect of liquidated damages if they become due, shall pay to the Employer, or the Engineer may deduct from Interim Payment Certificates such amount as the Engineer shall have certified in respect of additional payments or costs to the Designated Contractor in respect of such delay.
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NEW CLAUSE-4.24	**Co-operation** The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to: (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.
NEW CLAUSE-4.25	**Setting Out** The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the works, notifying the Engineer within 28 days of the date of commencement. In the event of such discrepancy arising during the course of the work, for which Employer's documents are handed over after the date of commencement, the contractor shall seek clarifications within 14 days of receipt of such documents. The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used. Contractor shall promptly notify the Employer and the Engineer of any error, omission, fault, or any other defect in the design, drawing or specifications for the works, which he discovers when reviewing the Contract Documents, and in the process of execution of the Works. The Contractor shall be responsible to ensure correlation in various drawings and **Price schedule**, before commencement and execution of work. In case of any discrepancy the Contractor shall bring it to notice of the Engineer for clarification within 28 days of the issue of Letter of Acceptance. In the event of such discrepancy arising during the course of the work, for which drawings are given after the date of issue of Letter of Acceptance, the Contractor shall seek clarifications within 14 days of receipt of such drawings. Notwithstanding with any other provision, the Contractor shall have to pay penalty for damage to Railway cable in terms of clause C 15 of the JPO as given in para 1.2 of Chapter 1. (Safety and Security) of Section 8 and shall also indemnify the Employer against any losses, damages to property or life in terms of para 1.11 and 1.12 of the chapter 1. (Safety and Security) of Section 8.
NEW CLAUSE-4.26	**Safety Procedures** The Contractor shall follow the provisions laid down in Chapter 1. (Safety and Security) of Section 8 and shall: (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 46/PCC [Employer's Taking Over], and

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	(e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land. **Additional Safety Precautions** (1) The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O Convention No.62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, such as safety goggles, helmets, masks, etc. to the workmen and the staff. (2) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal in 1 vertical). (3) Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as maybe necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying in from the support or structure. (4) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of any platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (3) above. (5) Every opening in the floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one meter. (6) Safe means of access and egress shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 meters in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm. (7) Adequate precautions shall be taken to prevent danger from electrical equipment. Adequate safety measures shall be taken when any work is undertaken near any live highly charged electric wire. Necessary shutdown may be arranged, where and whenever essential. All rules in force in this connection shall be fully complied with. The Contractor shall ensure all precautions to prevent any accidents due to electrocution or otherwise. (8) No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear the expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person. (9) Excavation and Trenching: All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof, Ladders shall be extended from the bottom of the trench to at least 1 meter above the surface of the ground. The sides of a trench, which is 1.5 meters or more in depth shall be stepped back to provide a suitable slope, or be securely held by timber bracing so as to avoid the danger of side collapse. Excavated material shall not be placed within 1.5 meters of the edge of any trench or half the depth of the trench, whichever is more. Excavation shall be made from the top to the bottom. Under no circumstances shall undermining or undercutting be done.

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	(10) Demolition: Before any demolition work is commenced and also during the process of the work: (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected. (b) No electric cable or apparatus, which is liable to be a source of danger other than a cable or apparatus used by operators, shall remain electrically charged: (c) All practical steps shall be taken to prevent danger to persons employed by the Employer, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe. (11) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of such equipment by those concerned. (a) Workers employed on mixing asphaltic materials, cement, lime mortars, concrete etc. shall be provided with protective footwear and protective goggles. (b)Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles. (c) Those engaged in welding works shall be provided with welder's protective eye-shield. (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. (e) When workers are employed in sewers and manhole, which are in use, the contractor shall ensure that manhole covers are open, and manholes are ventilated at least for an hour before workers are allowed to go into them. Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public. (f) The Contractor shall not employ men below the age of 18 years and women, on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken. (g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. (h) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped. (j) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable workers to wash during and at the close of any day's work. (12) When work is performed near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work. (13) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following: (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order, be regularly inspected and properly maintained. b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including scaffold equipment. Only trained men over the age of 21 shall be permitted to give signals to such plant and appliance operators. d) For every hoisting machine and every chain hook, shackle, swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to in the paragraph above shall be loaded beyond safe working load except for the purpose of testing.

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	e) In case of the Employer's machine, safe working load shall be notified by the Engineer or his Representative. As regards Contractor's machines, the Contractor shall notify safe working load of each machine to the Engineer or his Representative, whenever he brings it to the site of work and get it verified by him. (14) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce the risk of accident during descent of load to the minimum. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already utilized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductor of electricity. (15) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work. (16) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor. (17) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer or his Representative. (18) Notwithstanding anything contained in conditions (1) to (17) above, the Contractor shall at its own costs, remain liable to comply with the provisions of all acts, rules, regulations, and bylaws for the time being in force in India and applicable in this matter. (19) For work carried out in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961. (20) The Contractor shall at his own expense provide protective safety Equipment like gloves and footwear for all labour engaged on concrete mixing work and all other types of working involving the use of tar, cement, etc. to the satisfaction of the Engineer or his Representative, and on his failure to do so, the employer shall be entitled to provide the same and recover the cost from the Contractor. The Contractor shall be responsible for observance, by the sub-contractors, of the foregoing provisions. (21) All construction labour at all-time shall use personal protective equipment like, safety shoes, helmets and reflective jackets in all activities at site. This shall be ensured without fail on each work site. Failing to comply with this, provision shall attract penalty of Rs. 500/- per occasion per staff. Notwithstanding with any other provision, the Contractor shall have to pay penalty for damage to Railway cable in terms of clause C 15 of the JPO as given in para 1.2 of Chapter 1. (Safety and Security) of Section 8 and shall also indemnify the Employer against any losses, damages to property or life in terms of para 1.11 and 1.12 of the chapter 1. (Safety and Security) of Section 8).
NEW CLAUSE-4.27	**Quality Assurance** The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system. Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract. **Quality Control** Within 28 days of the issue of the Letter of acceptance, the Contractor shall submit to the Engineer, for his consent, his proposed Site Quality Plan based on the Outline Quality Plan and the Employer's

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	Requirements. The quality manual should address the quality system as required by ISO 9001-1991. Any supplement to the Site Quality Plan shall be submitted at least 14 days before commencement of the relevant work. Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan. The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance. The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price. **Quality control records and Documents** The Contractor shall hand over to the Engineer a copy of all its quality control records and documents before the Completion Certificate is issued. **Video recording** During the Construction Period, the Contractor shall provide to the Employer for every calendar month, a video recording, which will be compiled into a 3 (three) hour digital video disc, Drone video covering the status and progress of Works in that month. The video recording shall be provided to the Employer no later than 15 (fifteen) days after the close of each month after the Commencement Date.
NEW CLAUSE-4.28	**Site Data** The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data. To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation): (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the Laws, procedures and labour practices of the Country, and (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services. (f) Data made available by the Employer in accordance with the preceding paragraph shall be deemed to include data listed elsewhere in the contract as open for inspection at the address stipulated in the Contract.
NEW CLAUSE-4.29	**Sufficiency of the Accepted Contract Amount** The Contractor shall be deemed to: a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in New-Clause 4.28/PCC [Site Data].

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<table>
<tr><th>CC/SCC REFERENCE CLAUSE</th><th>DESCRIPTION</th></tr>
<tr><td></td><td>Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects</td></tr>
<tr><td>NEW CLAUSE-4.30</td><td>Unforeseeable Physical Conditions
In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.
If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.
This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation, Clause 34/PCC [Variations and Adjustments] shall apply.
If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to:
(a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 26.5/PCC [Extension of Time for Completion], and
(b) Payment of any such Cost, which shall be included in the Contract Price.
After receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.
However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favorable conditions were encountered, the Engineer may proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.
The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Bid, which may be made available by the Contractor, but shall not be bound by any such evidence.</td></tr>
<tr><td>NEW CLAUSE-4.31</td><td>1. Time for access to the Site
The contractor is required to work on the basis of shared access at the work site duly coordinating with the interfacing contractors. The access given to the contractor is not exclusive to him and the access shall be shared as per the works and sequences required at site. For the purpose of stacking of materials ancillary arrangements, offices etc. the contractor need to make its own arrangements elsewhere.
Access to the work area shall be given in a phased manner as per Annexure 2 of Employer's requirements, Part 2 and as required to meet the Key Dates given in Appendix-1 of Section 8 / Part 1 of Employer's Requirement. The contractor shall take these dates into the work programme. In case if a particular land area is not available for access, employer may give alternate areas in lieu of the same and the contractor shall accordingly plan his works to cater to such changes without any extra cost on such account. Even after such provision, if access to any area gets delayed, then for the purpose of reckoning the delay, the latter among the dates mentioned in the Annexure 2 and the date by which contractor required such area in the approved programme shall be considered. Further that the progress of works in the areas where access is given is to the satisfaction of the employer, then the contractors entitlement towards such delays shall be as under
<table>
<tr><th>Period of delay in Access to the work</th><th>Extension of Time</th><th>Compensation for the period of Delay</th><th>Remarks</th></tr>
</table></td></tr>
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	area (delay reckoned as per above mentioned paragraphs and as noted under)		**in Access to the work area**		
	Up to 14 days	No	No		
	15 to 30 days	Yes	No	Extension of time as due considered by the employer	
	Above 30 days and up to 60 days (Without prior notice)	Yes (As assessed by engineer ad approved by employer duly considering the program.)	The contractor will be paid least among the following (1) and (2): (1) As per Daily rate of wages for idle labour/employees. 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) 15% above all these items to cover overhead costs **OR** (2) 0.014% of Contract value per day for the proportionate* area of land not given access to beyond 30 days up to the time of handing over. (* = Area not given access / Total area)	Compensation as assessed by the Engineer and approved by Employer on submission of documentary proof by the Contractor to the Engineer's satisfaction. The contractor shall get the documentary proof verified by Engineer on daily basis from the day of occurrence.	
	Above 60 days from the due date for handing over and up to 18 months from the date of issue of LOA. (without prior notice)	Yes (As assessed by engineer and approved by employer duly considering the programme)	The Contractor will be paid least among the following (1) and (2): (1) The charges for one-time demobilization and remobilization of the machines demobilized due to nonavailability of site **OR** (2) 0.014% of Contract value per day for the proportionate* area of land not given access to beyond 30 days up	The contractor will be allowed to demobilize up on receiving notice of demobilizing any machinery that may remain idle due to the delay in handing over of the site. The contractor has to remobilize the required machinery when the site is handed over without any compensation towards the same.	

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			to the time of handing over. (* = Area not given access/ Total area)		
	After 18 months from LOA and up to the original contract period or the approved extended period of completion.	Yes (As assessed by engineer and approved by employer duly considering the programme)	The Contractor will be paid least among the following (1) and (2): (1) The charges for one-time demobilization and remobilization of the machines demobilized due to nonavailability of site **OR** (2) 0.014% of Contract value per day for the proportionate* area of land not given access to beyond 30 days up to the time of handing over. (* = Area not given access/ Total area)	The contractor will be allowed to demobilize up on receiving notice of demobilizing any machinery that may remain idle due to the delay in handing over of the site. The contractor has to re mobilize the required machinery when the site is handed over without any compensation towards the same	
	After 18 months from LOA and up to the original contract period, if the Engineer Determines that the contractor will not be able to complete the works within the original contract period, even if the stretches are handed over within the original contract period or the extended period as approved	No	No compensation except for the following 1) The value of approved materials actually brought to the site and reasonably required to execute the works during next three months, as per approved works programme, and 2) Value of work completed up to date by the Contractor at rates specified in the contract, after taking into account any deduction, set off etc. and 3) In addition, a sum not exceeding 2% of the value of the work remaining incomplete on the date of termination notice taking effect	Contractor may ask for deletion from the contract of that part of the works which have not been handed over to him. If the Engineer determines that the works of the not handed over sections cannot be Completed within the original contract period.	

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	If "Prior Notice" for the purpose of the Table, has been given either by the Employer or the Engineer at least 30 days before the due date of handing over of any site, that hand over is likely to be delayed, then no compensation will be applicable up to a delay of 60 days from the due date of handing over. The period of delay in the above table shall therefore commence 60 days after the original handing over date and subject to the paras mentioned above the table. However, this clause shall not apply if the works are suspended under GCC Clause 8.8 Suspension of works. Apart from this, the Contractor has no other remedies in connection with any delay in handing over of the sites and the same is an excepted matter.
	2. Protection of Site from encroachments The Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place. During the Construction Period, the Contractor shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Sub-contractor or other person claiming through or under the Agreement to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Contractor therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. In the event of any encroachment or occupation on any part of the Site, the Contractor shall report such encroachment or occupation forthwith to the Employer and undertake its removal at its own cost and expenses. **3. Temporary Right of Access** The Contractor shall bear all costs and charges for any temporary Right of Access required by it in connection with access to the Site. The Contractor shall obtain, extra Railway land or Government Land, Private land& any other such facilities beyond ROA on or outside the site as may be required for the purposes of the BSRP/Railway Project and the performance of its obligations under this Agreement, at his cost. **4. Access to the Employer and the Engineer and other project partners.** 4.1 The Right of Access given to the Contractor hereunder shall always be subject to the Right of Access of the Employer and the Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement, or project related works shall be coordinated / interfaced with mutual consent with least interference to the others work. 4.2 The Contractor shall ensure, subject to all relevant safety procedures, that the Employer and others as above has unrestricted access to the Site during any Emergency or otherwise and works. **5. Geological and archaeological finds** It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Employer or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Employer forthwith of the discovery thereof and comply with such instructions as the Employer or the concerned Government Instrumentality may reasonably give for the removal of such property.
NEW CLAUSE-4.32	**Avoidance of Interference** The Contractor shall not interfere unnecessarily or improperly with: a) the convenience of the public, or b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others or c) Passenger amenities at stations and station platforms.

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	The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.
NEW CLAUSE-4.33	**Access Route** The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions: (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route; (d) the Employer does not guarantee the suitability or availability of particular access routes; and (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
NEW CLAUSE-4.34	**Transport of Goods** Unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site; (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.
NEW CLAUSE-4.35	**Contractor's Equipment** The Contractor shall be responsible for all Contractors' Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site In the event of Contractor imports any equipment the following shall apply" A. **Custom Clearance:** The Employer will assist the contractor, when required by furnishing letters of recommendation for obtaining expeditious clearance through customs of constructional plants, material and other things required for the works and then for re-export, if any. The following publications, may be referred to by the contractor for guidance about custom regulations etc.: i. Import & export policy, together with amendments, if any, published by Govt. of India, Ministry of Commerce. ii. Handbook of Procedures, together with amendments, if any, Volume 1 and 2 published by Ministry of Commerce. iii. Customs Tariff, together with amendments, if any published by Central Customs. The Contractor shall be responsible to follow the latest rules and regulations without any liability of the Employer. B. **Re-export of Contractors equipment:** The contractor shall obtain all the relevant information regarding procedure for the import and subsequent re-export of his equipment and materials from the Chief Controller of Imports and Exports, Bangalore, and shall inform himself and keep himself informed on the details of custom charges and draw-back regulations as applicable to the items of Constructional plant. The contractor shall provide the necessary guarantee/bonds where these are

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	required by the customs notwithstanding that import licenses may be granted in the name of Employer. C. Conditions of hire of the contractor's equipment: A certified copy of the agreement in respect of any item of Equipment held by contractor under any agreement for hire or hire purchase thereof, shall be supplied to the Engineer/Employer."
NEW CLAUSE-4.36	**Protection of the Environment** The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.
NEW CLAUSE-4.37	**Electricity, Water and Gas** The Contractor shall be responsible for the provision of all power, water and other services he may require for the project work or other equipment's at his own cost. Incase, Railway administration permits subject to approval by local authority, borewell may be dug for the purpose of wate requirements to the project at his risk and cost. After the project work is completed and handed over to Employer.
NEW CLAUSE-4.38	**DELETED.**
NEW CLAUSE-4.39	**Progress Reports** Unless otherwise stated in the Special Conditions of Contract, monthly progress reports shall be prepared by the Contractor and submitted to the Employer and the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include: Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 7/PCC (Nominated Subcontractors)), Photographs showing the status of manufacture and of progress on the Site; for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and (iv) shipment and arrival at the Site; the details described in Sub-Clause 1.10/SCC of PCC [Records of Contractor's Personnel and Equipment]; a) copies of quality assurance documents, test results and certificates of Materials; b) list of notices given under New-Clause 2.4/PCC [Employer's Claims] and notices given under Sub-Clause 56.1/SCC [Contractor's Claims]; c) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and d) Comparisons of actual and planned progress of all activities, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

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NEW CLAUSE-4.40	**Security of the Site** Unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and (b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other contractors on the Site.
NEW CLAUSE-4.41	**Contractor's Operations on Site** The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land. During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required. Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfill obligations under the Contract.
NEW CLAUSE-4.42	**Design – General Obligations:** **Drawings for Permanent works:** Preliminary Drawings (Tentative) showing general dimensions & details elaborating the scope of work (not based on detailed design) will be supplied along with the Tender documents. **The design and Drawings of permanent works are in the scope of contractor.** **Design, Drawings and Specifications:** The Contractor shall Design temporary works such as false work, form work, staging scheme, erection of girders through LG/Crane/Special gantry etc. required to perform their work and shall get the same and related working drawings approved by the Engineer. The Contractor would supply 6 sets of these drawings to the Engineer for the latter's use. The design and drawings shall be checked by independent consultant prior to submission to the Engineer for approval. **Shop Drawings** Based on "Good for Construction "drawings issued by Engineer the Contractor shall prepare shop / fabrication drawings to scale as directed indicating the required details. The shop drawings shall be prepared before execution of work, after taking actual site dimensions and all existing and proposed services / structures etc. The shop / fabrication drawings shall be checked by independent consultant prior to submission to the Engineer for approval. Shop drawings submitted by the Contractor shall be in sufficient detail to indicate the type, size, arrangement, breakdown for packing and shipment, the external connections, fixing arrangements required, the dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required between various portions and any other information specifically called for. Approval of Engineer of any such proposal / drawings shall not relieve the contractor of his responsibility of sufficiency of such works. It shall be the responsibility of the Contractor to promptly bring to the notice of the Engineer any error or discrepancy in the Contract documents and obtains his orders thereon. Only stated dimensions are to be taken and not those obtained from scaling drawings. In case any feature of the work is not fully described and set forth in the Drawings and Specifications, the Contractor shall forthwith apply to the Engineer for further instructions, Drawings or Specifications.

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NEW CLAUSE-4.43	**Fossils** All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings. The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 26.5/PCC [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price. After receiving this further notice, the Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these matters.
	5. Plant, Materials and Workmanship.
NEW CLAUSE-5.1	**Manner of Execution** The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract, (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
NEW CLAUSE-5.2	**Samples** The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works: (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and (b) additional samples instructed by the Engineer as a Variation. Each sample shall be labelled as to origin and intended use in the Works.
NEW CLAUSE-5.3	**Inspection** The Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials. The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility. The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost. **Inspection and technical audit by the Employer** The Employer or any representative authorised by the Employer in this behalf may inspect and review the progress and quality of the construction of Works and issue appropriate directions to the Engineer and the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement. **External technical audit**

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	At any time during construction, the Employer may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the Employer, shall be notified to the Contractor and the Engineer for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause, the external technical audit shall not affect any obligations of the Contractor or the Engineer under this Agreement. **Inspection of construction records** The Employer shall have the right to inspect the records of the Contractor relating to the Works.
NEW CLAUSE-5.4	**Tests:** I. For determining that the Works conform to the Specifications and Standards, the Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement, and in accordance with Good Industry Practice for quality assurance. The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Engineer. Of the total tests for each category or type to be undertaken by the Contractor under the provisions of this Agreement and Good Industry Practice, the Engineer or his authorized representative may witness or participate in such tests conducted or cause to be conducted by the Contractor. Documentation of test records to be maintained by Contractor and Engineer or his authorized representative shall scrutinize 100% Testing records of all tests conducted as per existing guidelines of Indian Railways and Indian Road Congress. In the event that results of any tests conducted under in the above Clause establish any Defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Engineer in this behalf. The Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the Works into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards. For the avoidance of doubt, the cost of such tests and the remedial measures in pursuance thereof shall be solely borne by the Contractor. **II. Examination of work before covering up** In respect of the work which the Engineer is entitled to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer whenever any such work is ready and before it is covered up. The Engineer shall then either carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer, the Contractor shall be entitled to assume that the Engineer would not undertake the said inspection. This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any). The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works. The Engineer may, under Clause 34/PCC [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract. The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with

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	the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence. If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 56.1/SCC [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 26.5/PCC [Extension of Time for Completion], and (b) payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these matters. The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.
NEW CLAUSE-5.5	**Rejection** If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to New-Clause 2.4/PCC [Employer's Claims] pay these costs to the Employer. The Contractor shall not be entitled to any extension of time on account of rectifying any Defect or retesting as specified in this Clause. No examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer or its failure to convey its observations or to examine, inspect, measure or test shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Employer be liable for the same in any manner.
NEW CLAUSE-5.6	**Remedial Work** Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph I. If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to New-Clause 2.4/ PCC [Employer's Claims] pay to the Employer all costs arising from this failure.
NEW CLAUSE-5.7	**Ownership of Plant and Materials** Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (i) when it is delivered to the Site; (ii) when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 26.11/PCC [Payment for Plant and Materials in Event of Suspension]. Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for: a) natural Materials obtained from outside the Site, and

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	b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.
	6. Defect Liability
NEW CLAUSE-6.1	**Defects Liability** **6.1 Defects Liability Period** 6.1.1 The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the BSRP Project or any part thereof, till the expiry of a period of 730 days commencing from the completion date.
NEW CLAUSE 6.2	6.2 **Remedy and Rectification of Defects and Deficiencies** 6.2.1 Without prejudice to the provisions of Clause 6.2.2, the Contractor shall repair or rectify all Defects and deficiencies observed by the Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the Employer/ Engineer in this behalf, or within such reasonable period as may be determined by the Engineer at the request of the Contractor, in accordance with Good Industry Practice. 6.2.2 During a period of 2 (two) months from the date of issuance of Completion Certificate, the Contractor shall retain sufficient staff and spares at Project for procuring prompt replacement, installation or re-installation of any defective parts.
NEW CLAUSE 6.3	6.3 **Cost of Remedying Defects** For the avoidance of doubt, any repair or rectification undertaken in accordance with the provisions of Clause 6.2, including any additional tests, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to: (a) the design of the Project; (b) Works, Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards; (c) improper maintenance during construction of the BSRP Project by the Contractor; or (d) failure by the Contractor to comply with any other obligation under this Agreement.
NEW CLAUSE 6.4	**Contractor's failure to Rectify Defects** In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 6.2, the Employer shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the BSRP Project conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Employer and the Contractor, be determined by the Engineer. The cost so determined, and an amount equal to 20% (twenty per cent) of such cost as Damages, shall be recoverable by the Employer from the Contractor and may be deducted by the Employer from any monies due to the Contractor.
NEW CLAUSE-6.5	**Removal of Defective Work** If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
NEW CLAUSE-6.6	**Further Tests** If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under New-Clause 6.3/PCC [Cost of Remedying Defects], for the cost of the remedial work.

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NEW CLAUSE-6.7	**Right of Access** Until the Performance Certificate has been issued, the Contractor shall have such Right of Access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.
NEW CLAUSE-6.8	**Contractor to search cause** 6.8.1 The Engineer may instruct the Contractor to examine the cause of any Defect in the Works or part thereof before the expiry of the Defects Liability Period. 6.8.2 In the event any Defect identified under Clause 6.8.1 is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the Engineer, and shall bear the cost of the examination and rectification of such Defect. 6.8.3 In the event such Defect is not attributable to the Contractor, the Engineer shall, after due consultation with the Employer and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the Employer, and the Contractor shall be entitled to payment of such costs by the Employer.
NEW CLAUSE-6.9	**Performance Certificate** Performance of the Contractor's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Employer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
NEW CLAUSE-6.10	**Unfulfilled Obligations** After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force. **Emergency defect rectification** If any defect or damage, is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price
NEW CLAUSE-6.11	**Clearance of Site** Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site. If all these items have not been removed within 28 days after the Employer receives a copy of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site. Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.
NEW CLAUSE-6.12	**Extension of Defects Liability Period** 6.12.1 The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 6.2 have been remedied. 6.12.2 Any Materials or Works with Defects identified under Clause 6.2 and replaced or repaired during the Defects Liability Period or the extended Defects Liability Period, as the case may be, would be further warranted for a period of twelve (12) months from the date of completion of such repair or replacement.

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	6.12.3 The Contractor shall upon termination or expiry of this Agreement or upon expiry of the Defects Liability Period, assign any outstanding benefit in respect of any subcontract or any warranty, to the Employer or to such other person as the Employer may direct.
	7.Measurment and Evaluation
NEW CLAUSE 7.1	**Works to be Measured.** The Works shall be measured, and valued for payment, in accordance with this Clause. Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall: (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and (b) supply any particulars requested by the Engineer. If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate. Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate. If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.
NEW CLAUSE 7.2	**Method of Measurement** Except as otherwise stated in the Contract and notwithstanding local practice: (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and (b) the method of measurement shall be in accordance with the Price schedule or other applicable Schedules.
NEW CLAUSE 7.3	**Omissions** Whenever the omission of any work form's part (or all) of a Variation, the value of which has not been agreed, if: a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount; b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine this cost, which shall be included in the Contract Price.
NEW CLAUSE 8	**Force Majeure** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, pandemics, strikes, lockouts or acts of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a

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	continuous period exceeding 84 days, either party may at its option terminate the contract by giving notice to the other party. **Payment and Release in case of such Optional Termination** Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include: a) The amounts payable for any work carried out for which a price is stated in the contract; b) The Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the contractor is liable to accept delivery; this Plant and materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, the Contractor shall place the same at the Employer's disposal; c) Other Costs or liabilities supported by necessary documentary evidence which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works as per mutually agreed programme. d) The Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost)
NEW CLAUSE-9	Defect Liability Period (DLP): 730 Days
NEW CLAUSE-10	**Integrated Testing and System Commissioning** **Integrated Testing:** Tests on Completion shall also include Integrated Testing. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others. **Compilation of Test Results:** The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor **Retesting:** If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer may order such failed tests to be repeated with the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur costs, the same shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any amount due, or to become due, to the Contractor. **Failure to Pass Test:** If the Works, or a part there for a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer / Engineer may deem to be reasonable. **Statutory Requirements:** The Contractor shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers as mentioned in the Special Conditions of Contract.
NEW CLAUSE-11	**Conflict of Interest:**The remuneration of the Tenderer shall constitute the Tenderer's sole remuneration in connection with this Contract or the Services and, the Tenderers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Tenderers shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration Neither the Tenderer nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract The tenderer shall not be one of the following: (i) A firm which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project.

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	(ii) Any association/affiliation (inclusive of parent firms) of a firm or an organization mentioned in para (i) above. (iii) A Tenderer who lends, or temporarily seconds its personnel to firms or organizations which were engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project. Jurisdiction of Court in case of dispute or differences arising on account of this tender: Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.
NEW CLAUSE-12	**Special/Acceleration Advance** Employer at his sole discretion, may provide Interest bearing Special/Acceleration Advance based on the recommendation of the Engineer to expedite works or to bring forward the completion date(s) and on account of immediate additional mobilization to complete balance works as targeted. The maximum cumulative Special/Acceleration Advance shall be 5% of the Accepted contract amount, which shall be released in stages as and when deemed appropriate as decided by the Engineer/Employer**. The advance released at a time shall not exceed 1% of the Accepted contract amount.** The **Special Acceleration Advance shall be interest bearing and secured by BG equivalent to 110% of the advance amount.** Interest on Advance Payment: At the rate of SBI MCLR+2% interest per annum on reducing balances. **The Interest rate is applicable from the date of submission of IPC/ advance request by contractor.**
NEW CLAUSE-13	**DELETED**
NEW CLAUSE-14	**DELETED**
NEW CLAUSE-15	**Language for communications- English**
NEW CLAUSE-16	**Time for access to Site** As per Annexure -2 of Employer's RequirementsPart-2.
NEW CLAUSE-17	**Employers' Bank details for Letter of Credit** **(a) Bangalore Prime Corporate Branch** Canara Bank, MG Road, Bengaluru-560001 IFSC Code – CNRB0002636 A/c No - 0430201012110 **(b) Issuance/ reimbursing branch for LC** Shall be indicated later.
NEW CLAUSE-18	**18.1 Representations and warranties of the Contractor** The Contractor represents and warrants to the Employer that: a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby; b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement; c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof; d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder; e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

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	f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected; g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement. h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement; (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement; (j) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Employer in connection therewith. (l) all information provided by the {selected bidder/ members of the Consortium/Joint Venture} in response to the tender or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and (m) nothing contained in this Agreement shall create any contractual relationship or obligation between the Employer and any Sub-contractors, designers, consultants or agents of the Contractor. **18.2Representations and warranties of the Employer.** The Employer represents and warrants to the Contractor that: a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement; b) it has taken all necessary actions to authorise the execution, delivery and performance of this Agreement; c) it has the financial standing and capacity to perform its obligations under this Agreement; d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Employer's ability to perform its obligations under this Agreement; f) it has complied with Applicable Laws in all material respects; g) it has good and valid right to the Site. **18.3 Disclosure** In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the

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	representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.
NEW CLAUSE-19	**Disclaimer** 19.1 The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Tender, Scope of the Project, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in New Clause 2.0/PCC and New Clause 18.2/PCC, the Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Employer in this regard. 19.2 The Contractor acknowledges and hereby accepts to have satisfied itself as to the correctness and sufficiency of the Contract Price. 19.3 The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 19.1/PCC above and hereby acknowledges and agrees that the Employer shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date. 19.4 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 19.1/PCC above shall not vitiate this Agreement, or render it voidable. 19.5 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 19.1/PCC above, that Party shall immediately notify the other Party, specifying the mistake or error. 19.6 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Employer shall not be liable in any manner for such risks or the consequences thereof.
NEW CLAUSE-20	**Completion Certificate** **20.1Tests on Completion** 20.1.1 No later than 60 (sixty) days prior to the likely completion of the BSRP Project, the Contractor shall prepare and submit to the Engineer the documents required for seeking approval of the Commissioner of Railway Safety in accordance with the provisions of the Railways Opening for Public Carriage of Passenger Rules, the Indian Railway Permanent Way Manual or the Indian Railways Manual of A.C. Traction, as the case may be, and notify the Engineer of its intent to subject the BSRP Project to Tests. After ensuring and procuring that the documents required to be submitted to the Commissioner for Railway Safety meet the requirements of Applicable Laws, the Engineer shall, in consultation with the Contractor, determine the date and time of each of the Tests, and inform the Employer who may designate its representative to witness the Tests. The Contractor shall provide such assistance as the Engineer may reasonably require for conducting the Tests. 20.1.2 All Tests shall be conducted in accordance with as per relevant Schedule at the cost and expense of the Contractor; provided, however, that the trial running on railway track shall be undertaken at the cost and expense of the Employer. The Engineer shall observe, monitor and review the results of the Tests to determine compliance of the BSRP Project with Specifications and Standards and if it is reasonably anticipated or determined by the Engineer during the course of any Test that the performance of the BSRP Project or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify any Defect or deficiency. Upon completion of each Test, the Engineer shall provide to the Contractor and the Employer

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	copies of all Test data including detailed Test results. For the avoidance of doubt, the Parties expressly agree that the Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the BSRP Project thereof with the Specifications and Standards. **20.2 Provisional Certificate** 20.2.1 Upon completion of Tests, the Engineer shall satisfy itself that the Tests have been successful and the BSRP Project is fit for opening to traffic. Upon such determination, the Engineer shall issue to the Contractor and the Employer a certificate substantially in the form set forth in relevant Schedule (the "Provisional Certificate"). The Engineer may issue a Provisional Certificate even if certain works forming part of the BSRP Project are not yet completed and in such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Engineer and the Contractor (the "Punch List"). For the avoidance of doubt and by way of illustration, the Punch List may include [fencing, tree plantation, rest areas]. 20.2.2 Upon issuance of the Provisional Certificate, the Engineer shall forward to the Employer (i) copies of all Test data including Test results, and (ii) the documents submitted by the Contractor for seeking approval of the Commissioner of Railway Safety in accordance with the provisions of the Railways Opening for Public Carriage of Passenger Rules, the Indian Railway Permanent Way Manual/ or the Indian Railways Manual of A.C. Traction, as the case may be, for obtaining authorisation from the Commissioner for Railway Safety. 20.2.3 The Contractor shall assist the Employer during inspection and tests to be conducted by the Commissioner of Railway Safety for determining compliance of the BSRP Project with Applicable Laws and the provisions of this Agreement. 20.2.4 The Parties hereto expressly agree that the Engineer may, upon request of the Employer to this effect, issue a Provisional Certificate for part of the BSRP Project and the provisions of above Clauses shall apply mutatis mutandis to such Provisional Certificate. The issuance of the provisional certificate will not absolve the contractor of its obligations to complete the remaining part of BSRP Project. 20.2.5 The risk of loss or damage to any Materials, Plant or Works in the BSRP Project or part thereof, as the case may be, and the care and custody thereof shall pass from the Contractor to the Employer upon issuance of Provisional Certificate for the BSRP Project or part thereof. **20.3 Completion of Punch List items** All items in the Punch List shall be completed by the Contractor within 90 (ninety) days of the date of issuance of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Employer or due to Force Majeure, the Employer shall be entitled to recover Damages from the Contractor to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Engineer. Subject to payment of such Damages, the Contractor shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item in the Punch List is delayed for reasons attributable to the Employer or due to Force Majeure, the completion date thereof shall be determined by the Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause. **20.4 Completion Certificate** 20.4.1 Upon completion of all items in the Punch List and issuance of authorisation by the Commissioner of Railway Safety, the Engineer shall issue forthwith to the Contractor and the Employer a completion certificate substantially in the form (the "Completion Certificate") separately for and in respect of each Provisional Certificate issued. 20.4.2 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 15 (fifteen) days thereof, failing which the Employer may remove or cause to be removed, such equipment, materials,

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	debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Employer. **20.5 Rescheduling of Tests** If the Engineer certifies to the Employer and the Contractor that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.
NEW CLAUSE -21	**Traffic Regulation** 21.1 Traffic regulation by the Contractor 21.1.1 The Contractor shall take all the required measures and make arrangements for the safety of any persons and vehicles on or about the Site during the construction of the BSRP Project or a Section thereof in accordance with Good Industry Practice, and Applicable Laws. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic using any public roads or access along or across the Section under construction. 21.1.2 All works shall be carried out in a manner creating least interference to traffic passing along or across the BSRP Project or a Section thereof. The Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on the existing road or passage, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the Engineer for any proposed arrangement for traffic regulation during Construction, which approval shall not be unreasonably withheld. 21.1.3 In the event any construction work is required to be executed in close proximity of an existing operating system of Railways, the Contractor shall make arrangements for the safety of such system in accordance with the provisions of the 'Compendium of Instructions on Safety at work Sites' issued by the Employer and Good Industry Practice.
NEW CLAUSE -22	**Liability And Indemnity** **22.1 General indemnity** The Contractor will indemnify, defend, save and hold harmless the Employer and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Employer Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Employer Indemnified Persons. **22.2 Indemnity by the Contractor** 22.2.1 Without limiting the generality of Clause 22.1, the Contractor shall fully indemnify, hold harmless and defend the Employer and the Employer Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to: (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits; (b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or (c) non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors. 22.2.2 Without limiting the generality of the provisions of this LIABILITY AND INDEMNITY, the Contractor shall fully indemnify, hold harmless and defend the Employer Indemnified Persons

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	from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Employer Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the BSRP Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Employer a license, at no cost to the Employer, authorising continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing. **22.3 Notice and Contest of Claims** In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Agreement (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction. **22.4 Defence of Claims** 22.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Agreement, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled. 22.4.2 If the Indemnifying Party has exercised its rights under Clause 22.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed). 22.4.3 If the Indemnifying Party exercises its rights under Clause 22.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless: a. the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

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NEW CLAUSE -23	b. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or c. the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or d. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either: (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement: Provided that if Sub-clauses (b), (c) or (d) of this Clause 22.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder. **22.5 No Consequential Claims** Notwithstanding anything to the contrary contained in this new clause 22, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement. **22.6 Survival on Termination** The provision of this new clause 22 shall survive the Termination of this agreement. **Contents Of Employer's Requirements** 23.1 All the contents, conditions, instructions, appendices etc. mentioned in Employer's Requirements (Part 1 and Part 2) shall have an overriding effect over any contradictory / different conditions, if any, in CC or PCC or anywhere else in the bid document and the provisions of Employer's Requirements only shall apply in all such cases. 23.2The decision of Employer is final in this regard.
NEW CLAUSE -24	Irrespective of whether its mentioned Employer/Engineer in the Bid Document, the instructions of the Employer will have an overriding effect over the instructions of Engineer.

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APPENDIX-A

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

(The laws as current on the date of bid opening will apply)

a) **Employees Compensation Act 1923**: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972**: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) **Employees Provident Fund and Miscellaneous Provisions Act 1952 (since amended):** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

   (i) Pension or family pension on retirement or death, as the case may be.
   (ii) Deposit linked insurance on the death in harness of the worker.
   (iii) payment of P.F. accumulation on retirement/death etc.

d) **Maternity Benefit Act 1951**: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) **Contract Labour (Regulation & Abolition) Act 1970**: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

f) **Minimum Wages Act 1948**: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979**: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965**: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.7000/-per month or the minimum wage as fixed by the appropriate government whichever is higher. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) **Industrial Disputes Act 1947**: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946**: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Employer.

l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child and Adolescent Labour (Prohibition & Regulation) Act 1986: The** Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be

provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

As per Central Government's Notification No.S.O.2899 dated 26.09.1996 under this act, the cess shall be levied @1% of cost of construction works which shall be deducted from each bill of the payment due to the contractor.

p) **Factories Act 1948**: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

q) **The Employees State Insurance Act, 1948 (Act No. 34 of 1948) (Provisions as extended from time to time):** An Act to provide for certain benefits to employees in case of sickness, maternity and 'employment injury' and to make provision for certain other matters in relation thereto.

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