ರೈಲು ಮೂಲಸೌಲಭ್ಯಅಭಿವೃದ್ಧಿ ಕಂಪನಿ (ಕರ್ನಾಟಕ) ನಿಯಮಿತ

रेल इन्फ्रास्ट्रक्चर डेवलपमेंट कंपनी (कर्नाटक) लिमिटेड

Rail Infrastructure Development Company (Karnataka) Limited
(K-RIDE)
(A Joint Venture of Govt. of Karnataka and Ministry of Railways)

TENDER DOCUMENT FOR THE WORK OF

Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects
Flash Butt welding of new/second hand 60kg/52kg/260R rails (90UTS/72 UTS) Rails/Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welded joints

TENDER NO. KRIDE/2023-24/OW/WORK_INDENT11 **Date:03.10.2023**

K-RIDE

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Samparka Soudha, 1st Floor,

Dr. Rajkumar Road, Opposite Orion Mall,

Rajajinagar 1st Block, Bengaluru-560010

Tel +91-6364890811,
Email: praveen.kumar.kride@ka.gov.in

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K RIDE

T E N D E R D O C U M E N T

(Through e-Tendering Mode)

Tender for the work of :

"Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Flash Butt welding of new/second hand 60kg/52kg/260R rails (90UTS/ 260R/72 UTS) Rails/Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welded joints".

TENDER NO:	KRIDE/2023-24/OW/ WORK_INDENT11 Date 03.10.2023
TENDER DOCUMENT CAN BE DOWNLOADED FROM	***06.10.2023***
DATE OF PRE-BID MEETING	**As per e-procurement Portal (at K-RIDE office and also through VC as per the link provided below)**
https://vckride.webex.com/vckride/j.php?MTID=m6980cd1546880ca6cc716fc25df8ae21	
LAST DATE AND TIME FOR RECEIPT OF BIDS	**As per e-procurement Portal (Only electronic tender permitted.)**
DATE AND TIME OF OPENING OF COVER ONE OF TENDER (TECHNICAL BID)	**As per e-procurement Portal**
PLACE OF OPENING OF COVER ONE OF TENDER (TECHNICAL BID)	The opening of the Technical Bid shall take place at **e- procurement portal of K-RIDE** i.e., https://kppp.karnataka.gov.in
PLACE OF OPENING OF COVER TWO OF TENDERS (FINANCIAL BID)	The opening of the Financial Bid shall take place at **e- procurement portal of K-RIDE** i.e., https://kppp.karnataka.gov.in
DATE AND TIME OF OPENING OF COVER TWO OF TENDERS	Will be intimated to the Qualified Tenderers through e-procurement portal.
ADDRESS FOR COMMUNICATION	GM/Civil (Projects). K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited) #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1st Block, BENGALURU Tel – +91-6364890811 Email– praveen.kumar.kride@ka.gov.in

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CONTENTS

SECTION NO.	DESCRIPTION	PAGE NO.
1	INVITATION FOR TENDERS (IFT)	**1-6**
2	INSTRUCTIONS TO TENDERERS (ITT)	**7-40**
3	QUALIFICATION INFORMATION/ BIDDING FORMS	**41-70**
4	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM ETC.,	**71-76**
5	CONDITIONS OF CONTRACT (CC)	**77-110**
6	CONTRACT DATA	**111-115**
7	PARTICULAR CONDITIONS OF CONTRACT	**116-236**
8	TECHNICAL SPECIFICATIONS	**237 – 257**
9	BOQ SUMMARY	**258-262**
10	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT ETC.,	**263-278**

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SECTION: 1

NOTICE FOR INVITATION FOR TENDERS (IFT)

K-RIDE

Rail Infrastructure Development Company (Karnataka) Limited

INVITATION FOR BIDS

(Through e-Tendering mode)

Tender Notice No. KRIDE/2023-24/OW/ WORK_INDENT11 Date 03.10.2023

THE RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE), having its corporate office, at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India, which is a Joint Venture of Government of Karnataka and Ministry of Railways invites Bids from eligible Bids, for the Execution of works detailed in the table below under **Single stage: Two tender document system (Technical Bid and Financial Bid)**.

SL. NO.	NAME OF WORK	APPROX. VALUE OF WORK (IN ₹ CRS)	TENDER SECURITY/EMD	PERIOD OF COMPLETION
1	2	3	4	5
1	**"Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Flash Butt welding of new/ second hand 60kg / 52kg/ 260R rails (90UTS/ 260R/ 72UTS) Rails/Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welded joints ".**	**2.83 Cr**	**₹. 4,25,150 /-**	**18 months**

KRIDE

NOTE: .

1. The Tenderers shall submit the tender through e - Procurement portal. Tenderers should scan the registration copy; work done certificate and any other document and submit through online. More information can be had from website www.kppp.karnataka.gov.in

2. On the stipulated date of opening of Tenders, initially, only the Technical Bids are opened through e-procurement portal. The Technical Bids shall be evaluated by the Employer in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Technical Bids would be permitted after the opening of Technical Bids.

3. Tenderers who are qualified in the technical evaluation, their Price Bid shall be opened at a date and time advised by the Employer (K-RIDE) through e-tendering portal. The Price Bids are evaluated and the Contract is awarded to the Tenderer whose Tender has been determined to be the lowest evaluated substantially responsive tender.

4. Tenderers are advised to note the eligibility and minimum qualifying criteria specified in the Section 2: Instruction to Tenderers of the tender document.

5. Tenders must be accompanied by a Tender Security as per Form (BDF/1) in Section 3: Qualification Information/Bidding Forms in any one of the forms as specified in the tender documents and shall have to be valid for **45 days beyond the validity of the tender**. Any Tenders received without tender security declaration form in the stipulated format, shall be summarily rejected.

6. Incomplete Tender submission will be considered non-responsive and such Tenders shall not be considered for further evaluation.

7. Tender Documents can be downloaded free of cost from e-procurement portal i.e., https://kppp.karnataka.gov.in and the Tenders must be submitted online via e-procurement portal only.

   Please note that drawings, if any, referred in the tender document, but not uploaded with the tender document, can be viewed in this office on any working day. The Tenderer can also have a copy of the same on payment of non-refundable cost of Rs. 5,000/- (Rupees Five Thousand only) by a e-Payment mode (credit card/debit card/net banking/UPI) (if applicable) in favor of **Rail Infrastructure Development Company (Karnataka) Limited,** Bangalore.

   It will be the responsibility of the Tenderer who is submitting the Tender on downloaded Tender documents to check and see any Addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all Addendum/Corrigendum.

   In case of any clarification the Tenderer can visit the Rail Infrastructure Development Company (Karnataka) limited Corporate Office Bengaluru at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010. Tel. No.+91-6364890811.

8. Validity of Tender: Tenders shall remain valid for a period of **180** days after the Tender submission deadline date prescribed by the employer. A Tender valid for a shorter period shall be rejected by the employer as non-responsive.

9. In exceptional circumstances, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT 13, it shall also be extended up to the date mentioned in the letter of request for extension. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

10. If, the office happens to be closed on the date of opening of Tender, the Tenders will be opened on next working day at the same time and venue.

11. A Pre- Bid meeting will be held on as per Date specified in e- procurement portal at the office of K-RIDE and through VC, Bangalore to clarify the issues if any and to answer questions on any matter that may be raised at that stage as stated in Clause - 8 of ITT of the Tender document.

12. Other details can be seen in Tender documents.

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13. **REGISTRATION:**

a. Tenderers are required to enroll on the e-tendering Portal (https://kppp.karnataka.gov.in) with clicking on the link "Tenderers Registration" on the e-tender Portal by paying requisite registration fee as applicable.

b. As part of the enrolment process, the Tenderers will be required to choose a unique user name and assign a password for their accounts.

c. Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

d. Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India with their profile.

e. Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

f. Tenderers then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g. The scanned copies of all original documents should be uploaded on portal.

h. For any query regarding e-procurement contact helpdesk number **+91-8046010000, +91-8068948777, support@eprochelpdesk.com**

14. **SEARCHING FOR PROPOSAL DOCUMENTS**

Once the Tenderers have selected the proposals they are interested in, the Tenderers can pay nonrefundable processing fee as per the e-procurement portal.

15. **PRECAUTIONS FOR SUBMITTING / PREPARATION OF PROPOSALS THROUGH e-TENDERING PORTAL**

a. Tenderer, in advance, should get ready the proposal documents to be submitted as indicated in the proposal document / schedule and generally, they can be in PDF /JPEG formats.

b. Tenderer should log into the website well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the proposal submission time. Bidder will be responsible for any delay due to other issues.

c. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the tendering document.

d. The server time (which is displayed on the consultant's dashboard) will be considered as the standard time for referencing the deadlines for submission of the proposals by the

consultants, opening of proposals etc. The consultants should follow this time during proposal submission.

16. The Tenderer should furnish the Name of the individual / firm/ Company / Joint venture with address and telephone number with place of registration, year of incorporation etc.,

17. Tender by a joint venture of contractors is permitted subject to conditions indicated in tender document.

18. The application made by the firm / company / Joint Venture shall be signed by a person holding the power of attorney, in which case the Tenderer shall furnish a copy of power of attorney.

19. **Employees Provident Fund Registration Certificate**

    The Contractor shall furnish EPF Registration Certificate before entering into agreement in the event of award of work to them after tender, subject to compliance with the following conditions:

    a) If the contractor is registered already with the EPF authorities, they should produce a copy of the EPF Registration Certificate.

    b) If not registered with the EPF authorities, the Tenderer should produce an undertaking at the time of participating in the tender that he shall within 7 days of the close of every month submit a Statement to Engineer showing the recoveries of contribution in respect of Employees by or through him and shall also furnish such information as the Engineer is required to furnish under the provisions of the Scheme to the Commissioner EPF.

    c) However, having given an undertaking to this effect if the Contractor does not furnish the information, the Employer will deduct the necessary amount from the amount due to the Contractor. Notwithstanding the above, the Contractor will be liable for any consequential penalty /damages levied by the EPF authorities.

20. The necessary certificates / documents in support fulfilling qualifying criteria stipulated separately shall be scanned and attached to e-procurement document. The original documents if required by the Employer shall be produced whenever asked by Employer on Technical Bid/ Financial Bid.

21. The intending Tenderers are advised to visit the site of work before attending the Pre- Bid meeting and also before submitting the Tenders.

22. The qualification criteria as indicated in bid document should be met by the intending Tenderers.

23. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Govt. of Karnataka, Govt of India and any PSUs thereof.

24. Pre-bid meeting will be held as per Date and Time as specified in e- procurement in the office of K-RIDE Bangalore or through Video Conference.

25. The conditional Tenders will not be accepted.

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26. The Employer is not responsible for any delay in accessing e-procurement portal.

27. The rates quoted by the Tenderer must be inclusive of all Taxes, Duties etc.,

28. The Employer reserves the right to either postpone or to cancel the entire process of tender.

29. If Employer wishes to engage third party consultants for quality control assessment, apart from the Employer quality control and field tests, the Tenderer should co-operate with both Quality control authorities and the third party.

30. Building and other construction workers welfare: The Tenderer shall subscribe 1% of gross amount of each bill payable to him in respect of contract to the building and other construction workers welfare cess as per GO No: LD 300 LET 2006, Bangalore, dated: 18-01-2007. The amount of subscription will be recovered out of payable amount to him in each bill. This component is deemed to have been included in the quoted rate.

31. **Last Date of Receipt and opening of Bids:** The completed Tenders must be submitted through e-procurement Portal https://kppp.karnataka.gov.in as per Date and Time specified in the portal. K-RIDE will not be responsible for any delays in the receipt of Tender by K-RIDE. Late Tenders (received after stipulated date and time of submission of Tenders) shall not be accepted under any circumstances. K-RIDE reserves the right to accept/reject any or all proposals without assigning any reason thereof.

32. Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Bengaluru, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

33. **Address for Communication:** Interested eligible Tenderers may obtain further information from the following address:

K-RIDE

GM/Civil (Projects),
Rail Infrastructure Development Company (Karnataka) Limited,
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall
Rajajinagar 1st Block, Bengaluru-560010
Tel +91-6364890811
E-mail: praveen.kumar.kride@ka.gov.in

For any Query regarding e tendering portal/ Tender submission please contact helpdesk Number +91-8046010000, +91-8068948777
Email: support@eprochelpdesk.com

SECTION – 2

INSTRUCTIONS TO TENDERERS (ITT)

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)
TABLE OF CLAUSES

SL.NO	DESCRIPTION	PAGE
A. GENERAL		
1	SCOPE OF TENDER	**09- 14**
2	ELIGIBLE TENDERERS	
3	QUALIFICATION OF THE TENDERER	
4	ONE TENDER FOR TENDERER	
5	COST OF TENDERING	
6	SITE VISIT	
B. TENDER DOCUMENTS		
7	CONTENT OF TENDER DOCUMENTS	**14-15**
8	CLARIFICATION OF TENDER DOCUMENT	
9	AMENDMENT OF TENDER DOCUMENTS	
C. PREPARATION OF TENDERS		
10	DOCUMENTS COMPRISING THE TENDER	**16-19**
11	TENDER PRICES	
12	TENDER VALIDITY	
13	EARNEST MONEY DEPOSIT	
14	FORMAT AND SIGNING OF TENDER	
D. SUBMISSION OF TENDERS		
15	SEALING AND MARKING OF TENDERS	**19 -20**
16	DEADLINE FOR SUBMISSION OF TENDERS	
17	LATE TENDERS	
18	MODIFICATION AND WITHDRAWAL OF TENDERS	
E. TENDER OPENING AND EVALUATION		
19	OPENING OF FIRST COVER (DOCUMENT) OF ALL TENDERS AND EVALUATION TO DETERMINE QUALIFIED TENDERERS	**20-23**
20	OPENING OF SECOND COVER (DOCUMENT) TENDERS OF QUALIFIED TENDERS AND EVALUATION	
21	PROCESS TO BE CONFIDENTIAL	
22	CLARIFICATION OF TENDERS	
23	EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS	
24	CORRECTION OF ERRORS	
25	EVALUATION AND COMPARISON OF TENDERS	
F. AWARD OF CONTRACT		
26	AWARD CRITERIA	**23-25**
27	EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS	
28	NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT	
29	PERFORMANCE SECURITY	
30	ADVANCE PAYMENT AND SECURITY	
31	CORRUPT OR FRAUDULENT PRACTICES	
32	PURCHASE PREFERENCE TO MAKE IN INDIA	
33	APPEAL	
ADDITIONAL INSTRUCTIONS TO TENDERERS		**26-40**

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A. GENERAL

1. SCOPE OF THE TENDER:

1.1 THE RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE), Having its Corporate office, at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India, which is a Joint Venture of Government of Karnataka and Ministry of Railways invites Tenders from Eligible Tenderers, for the construction of works details as given in the invitation for the Tenders (IFT). The tenderers may submit the tenders for the works detailed in the IFT.

2. ELIGIBLE TENDERERS:

2.1 The Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka, Govt of India and PSUs.

2.2 JOINT VENTURES: TENDERS FROM JOINT VENTURES ARE NOT ACCEPTABLE.

3. QUALIFICATION OF THE TENDERER.

3.1 All the tenderers shall provide the requested information accurately and sufficient details in section 3: Qualification information. The Joint Venture, if applicable to be formed prior to the Bidding.

Pre-qualification will be based on Applicants meeting all the following minimum pass–fail criteria regarding their general and particular construction experience, financial position, personnel and equipment capabilities, and other relevant information as demonstrated by the Applicant's responses in the Information Forms attached to the Letter of Application. Additional requirements for joint ventures are given in para 2.2

3.2 The following qualification criteria should be met by the intending Tenderers.

a) To qualify for award of this contract, each tenderer in its name should have in the last five financial years, i.e. from 2017-18 to 2022-23 should have achieved in atleast **two financial years a minimum financial turnover of Rs. 3.77 Crore.**

NOTE: The Tenderers shall submit certificates to this effect which may be attested certificates from the concern departments/ Client or Audited balance sheet duly certified by the charted accountant/ certificate from Chartered Accountant duly supported by audited balance sheet. The Turnover certificate duly certified by statutory Auditor should be uploaded. Financial turnover of previous years will be given a weightage of 10% per year as indicated in qualification information (Tender Forms) Form FIN-2 based on the rupee value to bring them to current FY: 2021-22 price value.

b) The Tenderer/Firm/Company should have satisfactorily completed at least one similar work such as "*Rail welding with Mobile Flash Butt Welding Machine*" of value not less than Rs. 1.41 Crores at current FY: 2022-23 price level in the last five financial years. (FY 2017-18 – 2022-23 Including current financial year upto the date of submission of the tender.

NOTE:

1. The criteria above apply to the Individual Tenderer/Firm/company/Joint venture also. The experience Certificate from the competent Govt./Semi Govt./Public Sector undertaking shall be furnished. The certificate should be issued by not below the rank of the Executive Engineer/Employer in case of Govt./Semi Govt. authorities, General Manager in case of Public Sector Undertaking, to be submitted along with the technical tender.

2. Similar work is defined as below:
   "Rail welding with Mobile Flash Butt Welding Machine by RDSO approved firms"

3. The contract is considered as completed if 90% or more of the work is physically completed which is to be substantiated by a certificate from the Employer who has awarded the contract to the Bidder and the contract amount so received should be equal to or more than the minimum value as per eligibility criteria 3.2 (b).

4. For completed works, the value of work done shall be updated to FY 2022-23 price level assuming 10% inflation for Indian rupees every year. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: Bids will be compared in Indian Rupees only. This will be achieved by conversion of the Foreign Currency portion of the Bid into Indian Rupees by using the Exchange Rates published by Financial Benchmarks India Pvt. Ltd (www.fbil.org.in) 28 (twenty-eight) days before the latest date of Bid submittal, and then adding the same to the Indian Rupee portion of the Bid. In case this particular day happens to be a holiday, the exchange rate published by Financial Benchmarks India Pvt. Ltd (www.fbil.org.in) on the next working day will be considered.

5. In case of JV/Consortium, full value of the work, if done by the same JV shall be considered. However, if qualifying work (s) done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

c) The intending Tenderer / firm/ company / Joint Venture should have executed all the components within last five financial years, i.e. 2017-18 to 2022-23 and Each component should have been executed in any one year (Any continuous 12 months).

Component No.	Nature of Work	Minimum component of work
1	Flash Butt Welding	4200 Nos

NOTE: -

1. The above criteria apply to the Individual Tenderer/Firm/ company / Joint Venture also. Certificate regarding the same duly signed by an officer not below the rank of the Executive Engineer should be submitted along with the technical Tender.

2. The qualifications, capacity, and resources of proposed subcontractors will not be taken into account in assessing those of individual or joint venture Applicants, unless they are named specialist subcontractors.

3.3 Each Tenderer should further demonstrate:

3.3 a) KEY PLANT AND EQUIPMENT: Availability by owning/lease/hire of the required following key and critical equipment's deployed for this work, the relevant documents (Commitment agreements etc.,) regarding availability for this work are to be furnished:

The intending Tenderer/firm/company/Joint venture should furnish details of ownership / lease certificates of the following minimum requirement of machineries:

PLANT AND EQUIPMENT

(I) KEY AND CRITICAL EQUIPMENTS

Sl No.	Type of Equipment required for the work	Proposed to be Deployed (Minimum)	Remarks
1.	Mobile Flash Butt Welding Plant	1 No	**Own**

3.3 b) LIQUID ASSETS: The Tenderer / firm/company/Joint Venture should furnish details of liquid assets and or availability of credit facilities of Rs. 0.94 Crores for the work mentioned above for meeting the required funds in the form of own funds /credit lines / certificate from scheduled Nationalized Bank.

The Bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow. The audited balance sheet and/or banking reference certified by Charted Accountant with their stamp, signature and membership number shall be submitted by the Tenderer along with the Tender.

Banking reference should contain in clear terms the amount that bank will be in position to lend for this work to the applicant/member of the joint venture/Consortium. In case the Net Current Assets (as seen from the balance sheet) are negative, only the banking references will be considered. Otherwise, the aggregate of Net Current Assets and submitted banking references will be considered for working out the Liquidity.

The banking reference should be, from a scheduled Bank in India it should not be more than three months old as on date of submission of Bids.

In case of JV firm's overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV as specified in JV matrix.

3.3 c) LIST OF MINIMUM KEY TECHNICAL PERSONNEL: List of Minimum Key Technical personnel required for the work are as under and should be enrolled in company/ firm/Joint Venture under Employment register and document should be uploaded. The

Contractor shall have a competent team of Managers, Engineers, Technical staff etc. to complete the work satisfactorily as per various requirements of the contract, as per Flash Butt Welding Manual (2012) with amendments issued from time to time. The Key Positions not limited to and corresponding qualification and experience are as under:

Sl. No.	Designation	Qualification	Experience level (For similar works)	Min. No. Required (Per Team)
1	QA & QC Engineer	Bachelor's Degree in Mechanical/ Electrical Engineering	Minimum 5 years total experience and 2-year experience in the role of QA&QC Manager in the execution of similar type of work.	01
2	Supervisor	Diploma in Mechanical/ Electrical Engineering or BSC	Total minimum experience 3 Years (Minimum 02 years in Railway projects)	01
3	USFD operator	As per RDSO Guidelines	Having valid RDSO competence certificate	01
4	Welders	Minimum 10th or Equivalent passed welder	Having valid competence and good experience.	02

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Note: The details to be given as per Form-5 of Section-3 (Qualification information /Bidding Forms).

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the Qualifying Criteria.

3.6 BID CAPACITY: Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B) Where

A = Maximum value of executed in any one year during the last five Financial years updated to the current price level @ 10% per year.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value at current price level (updated to FY 2022-23 price level) of existing commitments and ongoing works to be completed during the next 12 months (period of completion of the works for which Tenders are invited)

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 NETWORTH: The Bidder's net worth for the last Financial Year calculated as the difference between total assets and total liabilities **should be Positive.**

3.8 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

3.9 ELIGIBILITY CRITERIA TABLE/MATRIX:

Requirement	Single Entity	Submission Requirements
Clause: 3.2.(a) (Annual construction turnover in at least two out of five financial years)	Must meet the requirement	Form FIN-2
Clause: 3.2 (b) One Similar work	Must meet the requirement	Form at para 1.3/section:3
Clause: 3.2 (c) 1 Flash Butt Welding	Must meet the requirement	Form at para 1.4/Section:3
Clause: 3.3 a (I) Key and Critical Equipment's	Must meet the requirement	Form at para 1.6/section:3
Clause: 3.3(b) Liquid Asset	Must meet the requirement	Form at para 1.10/section:3
Clause: 3.3(c) Minimum Key Technical Staff	Must meet the requirement	Form 6 of Section 3
Clause: 3.6 Bid capacity	Must meet the requirement	Form at para 1.5/section:3 and Form FIN-3/ section:3

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Clause: 3.7 Net worth	Must meet the requirement	Form FIN-1/ section:3

3.10 The applicant must attach with their application, a note giving a general description on the approach to the construction methods, technologies, quality assurance schemes proposed, deployment schedule of equipment proposed to be used, etc., for ensuring completion of the work as per specifications within the desired time-frame.

4. ONE TENDER PER TENDERER:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. COST OF TENDERING:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. SITE VISIT:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

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B -TENDER DOCUMENTS

7. CONTENT OF TENDER DOCUMENTS

7.1 The set of tender documents shall have all the Sections given in content page.

8. CLARIFICATION OF TENDER DOCUMENTS

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, E-Mail and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-Tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend pre-tender meeting which will take place at office of **K-RIDE Bangalore or @ VC whichever is feasible as per the date and time specified in the e - procurement portal.**

If the tenderer is willing to attend Pre- Bid meeting. Hence, the tenderer is requested to communicate via email praveen.kumar.kride@ka.gov.in so that link will be communicate.

Venue: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block,
Bengaluru-560010
Tel +91-6364890811

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. AMENDMENT OF TENDER DOCUMENTS

9.1 Before the deadline for submission of Tenders, the Employer may modify the tender documents by issuing addendum

9.2 Any corrigendum / addendum issued shall be part of the tender documents and shall be made available on the website or e-portal. The Provisions in corrigendum /addenda shall take priority over the Tender Documents issued previously.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with Sub-Clause 16.2 below.

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C. PREPARATION OF TENDERS

10. DOCUMENTS COMPRISING THE TENDER

- 10.1 The Tender shall be submitted in two covers
- (as per Karnataka Public Procurement Portal) and shall contain the documents as follows.

10.1.1 First Cover (Document):

- Earnest Money Deposit;
- Qualification Information as per formats given in Section 3;

10.1.2 Second Cover (Document):

- The Tender (in the format indicated in Section: 4) (as per Karnataka Public Procurement Portal)

- **Price Schedule (Section 9); online through Karnataka Public Procurement Portal, no hardcopy of commercials should be attached or disclosed. (As per Karnataka Public Procurement Portal)**

  And any other materials required to be completing and submitting by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. TENDER PRICES

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the Price Schedule submitted by the Tenderer.

11.2 The Tenderer shall fill the total amount (both in figures and words) for each schedule of the Works described in the Price Schedule along with total tender price (both in figures and words). Schedules for which no amount or lumpsum price is entered by the Tenderer will not be paid by the Employer when executed and shall be deemed to be covered in the Priced schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the Price schedule, prices and total Tender Price submitted by the Tenderer.

11.4 The amount quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. TENDER VALIDITY

12.1 Tenders shall remain valid for a period not less than **one hundred and eighty days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. EARNEST MONEY DEPOSIT (TENDER/BID SECURITY)

13.1 Earnest Money Deposit/ Tender security (as per Karnataka Public Procurement Portal). The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit shall be in favour of Rail Infrastructure Development Company (Karnataka) Limited Payable at Bangalore and may be in the form of Banker's cheque/ Demand draft/Pay Order or Specified small saving instruments pledged to K-RIDE, Bangalore/ unconditional Bank guarantee, in favour of Rail Infrastructure Development Company (Karnataka) Limited Payable at Bangalore.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(A) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(B) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(C) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or

(ii) furnish the required Performance Security.

14. FORMAT AND SIGNING OF TENDER

Tenderer shall submit the Tender electronically before the submission date and time published in Karnataka Public Procurement Portal. The Tenderer must submit Technical and Financial Tender as described in ITT.

All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

Language of Tender	The language of the Tender: English
Technical Tender	Alternative technical solutions are not permitted.
Technical Tender Documents	All the Forms of Section 3: Qualification Information/Bidding Forms.
Alternative Bids/Tenders	Alternative Bids are not permitted.
Currencies of Tender and Payment	The amount (Lumpsum Price) shall be quoted by the Tenderer entirely in Indian Rupees (INR). For Evaluation and comparison purposes, the currencies of the Tender shall be converted in to Indian Rupees.
Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the Person signing the Tender	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: a) In case of Private/Public Companies, a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted. b) In case of proprietorship Tenderers, Power of Attorney by the Proprietors. c) In case of partnership Tenderers, Power of Attorney duly signed by all the partners. d) In case of Limited Liability Partnership (LLP), a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted. e) In case of Joint Venture, Power of Attorney duly signed by individual partners to the Lead partner as per the form given in Section-4 with stipulated documents.

The Bid shall be digitally signed by using class-III digital signature of a person who is dully authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If either the Letter of

Technical Bid or Letter of Price Bid or Bid-Security Declaration (if applicable) is not signed, the Bid shall be rejected. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

I. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.

II. If the Tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Tender; Alternatively, it shall be signed by all the partners.

III. If the Tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Tender.

IV. If a Tender is submitted by a Joint venture/Consortium, each firm in the Joint venture/Consortium shall furnish the evidence admissible in law /Power of Attorney to sign the Form of Tender and Lead member as stated in JV Agreement shall sign the Tender documents for submission of Tender.

Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender

D. SUBMISSION OF TENDERS

15. SEALING AND MARKING OF TENDERS

Tenderer shall submit the Tender electronically before the submission date and time published.

16. DEADLINE FOR SUBMISSION OF THE TENDERS

16.1 Tenders must be submitted online through Karnataka Public Procurement Portal to the Employer on or before the date as specified in the Karnataka Public Procurement Portal and the submission of tender is the responsibility of the Tenderer.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. LATE TENDERS

17.1 In online e-procurement system, the Tenderer shall not be able to submit the Tender after the Tender submission time and date as the icon for the task in the Karnataka Public Procurement Portal will not be available. Any Tender received by the Employer after the deadline prescribed in Clause 16 will be rejected.

17.2 "It shall be the responsibility of the tenderers to ensure that their tender is submitted in the Karnataka public procurement portal within the last date and time specified for the receipt of the tenders

18. MODIFICATION AND WITHDRAWAL OF TENDERS

18.1 Tenderer may modify and correct or upload any relevant document in the portal till Tender submission date and time, as published in the Karnataka Public Procurement Portal.

18.2 No Tender may be modified after the deadline for submission of Tenders.

18.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.4 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

19. OPENING OF FIRST COVER (Document): Opening of First Cover (Document) of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers (Document) of all the Tenders received (except those received late or withdrawn), including modifications for First Cover (Document) made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend as per Karnataka Public Procurement Portal on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tender will be opened at the appointed time and location on the next working day.

19.2 DELETED

19.3 The Tenderer name, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 DELETED

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2 is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. OPENING OF SECOND COVER (DOCUMENT) OF QUALIFIED TENDERERS AND EVALUATION:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover (Document) containing the priced Tenders published in Karnataka Public Procurement Portal. The Employer will open the Second Covers (Document) of Qualified Tenderers at the appointed time and date in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of financial Tender opening being declared a holiday for the Employer, the Second Covers (Document) will be opened at the appointed time and location on the next working day.

20.2 DELETED

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover (Document) Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. PROCESS TO BE CONFIDENTIAL

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. CLARIFICATION OF TENDERS

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of Lumpsum Price. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 No Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded.

If they have any query/clarification related to e-Procurement on the Karnataka Public Procurement Portal**, contact e-Procurement Help desk from 10:00 AM to 5:00 PM. Ph. No.: +91-8046010000/ 8068948777 or** support@eprochelpdesk.com **Karnataka Public Procurement Portal through query option on or before specified time.**

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

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23. EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A Substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. CORRECTION OF ERRORS

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- where there is a discrepancy between the amount in figures and in words, the lower of the two will govern and
- Deleted.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. EVALUATION AND COMPARISON OF TENDERS

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of

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the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of Priced Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract.

F. AWARD OF CONTRACT

26. AWARD CRITERIA

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and qualified in accordance with the provisions of Clause 3.

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

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Performance Security in accordance with the provisions of Clause 29. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. PERFORMANCE SECURITY

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **5% of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component)** in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's cheque/Demand draft, /Pay Order/ BG in favour of K-RIDE, Bangalore or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to K-RIDE, Bangalore.

29.2 If the Performance Security deposit is provided by the successful tenderer in the form of Bank Guarantee, it shall be issued either by a Nationalized / Scheduled bank.

29.3 The Performance Security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful tenderer to comply with the requirements of sub-clause 29.1 and clause 29 of additional ITT, shall constitute sufficient grounds for cancellation of the Tender award and forfeiture of the Earnest money deposit.

30. ADVANCE PAYMENT AND SECURITY:

30.1 The Employer will provide an advance payment on the contract price as stipulated In the condition of contract subject to the maximum as stated In the contract data.

31. CORRUPT OR FRAUDULENT PRACTICES

31.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution;

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition;". The debarment action shall be taken as per KTPP Act.

31.2 The K-RIDE requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, K-RIDE:

a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a K-RIDE contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a K-RIDE contract.

31.3 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

32. PURCHASE PREFERENCE TO MAKE IN INDIA:

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the tendering process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the tendering documents in this regard.

33. APPEAL: The Tenderer shall submit online appeal within 30 days period from the date of receipt of order to the Employer through the Karnataka Public Procurement Portal. The Employer may after giving opportunity to the parties pass such order as it deems fit and such order shall be final.

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ADDITIONAL INSTRUCTIONS TO TENDERERS
(THIS SHOULD BE READ IN CONTINUATION OF ITT)

ITT Clause Ref.	Description
2.3	**The following paras are added:** Wherever the word JV is mentioned, it should be read as JV/Consortium.- **Joint Venture is not applicable for this tender.** For any purpose herein, 'Joint Venture' means an ad hoc association of firms that pool their resources and skills to undertake a large or complex contract in the role of "Contractor," with all firms (partners in the JV) being legally liable, jointly and severally, for the execution of the Contract in the event of a partner's withdrawal. A Tenderer may be a natural person, private entity, government-owned entity, or any combination of them with a format intent to enter into an agreement or under an existing agreement in the form of a Joint venture or consortium. The Tenderer must ensure the following (a) In case of Single Entity: (i) Submit Power of Attorney authorizing the signatory of the Tender to commit the Tenderer. (b) In case of Joint Venture/ Consortium: (i) The number of partners in the JV/ Consortium shall not be more than three. (ii) At the time of bidding, the tenderer (JV) to submit the JV Agreement, as per the form given in Section 3: Qualification and Information/Bidding Forms. On issue of LOA, the JV/Consortium Agreement should be registered and shall be submitted along with the performance security. (iii) The JV/ Consortium shall nominate a Representative through Power of Attorney (Form given in Section 3) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV/ Consortium during the Tendering process and, in the event the JV/ Consortium is awarded the Contract, during contract execution. (iv) Submit Power of Attorney by individual partners to lead partners as per the form given in Section 3. (v) In case a Joint Venture/ Consortium is the successful Tenderer, the appropriate Joint Venture/ Consortium Agreement for execution of work should be entered by the Joint Venture/ Consortium partners. The duly signed Joint Venture/ Consortium Agreement should be submitted along with the tender submission. (vi) The lead member as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint venture/Consortium and the entire execution of the contract. (vii) All members of the Joint venture/Consortium shall be Jointly and severally responsible for the execution of the Contract. (viii) Change in constitution or percentage participation of JV/Consortium shall not be permitted at any stage after submission of Tenders

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(c) Only firms that are registered or incorporated in India are eligible to compete. Any Tenderer from a country which shares a land with India will be eligible to Tender in this tender only if the Tenderer is registered with the Competent Authority.

(d) "Tenderer from a country which share a land border with India" for the purpose of this Order means: -

1. An entity incorporated, established or registered in such a country; or
2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or,
7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(e) The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

K-RIDE

2.4	**The Tenderer shall submit a Certificate stating that they have read the above clause using the appropriate Performa given in Section 3 - Form 3C1 & 3C2.** **Tenderer having a conflict of interest shall be disqualified. The conflict of interest is detailed below.** A Tenderer or any of its constituents shall not have conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to be in a conflict of interest with one or more parties in this Tendering process, if, including but not limited to: (a) they have controlling shareholders in common; or (b) they receive or have received any direct or indirect subsidy from any of them; or (c) they have the same legal representative for purposes of this Tender; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or (e) any firm, either individually or in Joint Venture (JV)/ Consortium, submits more than one offer irrespective of whether the firm is quoting against this Tender. The Tenders submitted by two different Tenderers, having any common participant in JV/ Consortium formation or any common partner in partnership firms, or an individual will be treated as having conflict of interest or (f) a Tenderer who is Sub-contractor to another Tenderer will be treated as having conflict of interest. However, this does not limit the inclusion of the same sub-contractor in more than one Tender. (g) a Tenderer participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Tender; or (h) A Tenderer was affiliated for any period(s)during last two years before the date of issue of Invitation for Tenders with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
2.5	**The Tenderer shall be disqualified if**: (a) The Tenderer or any of its constituents has been blacklisted/ banned from business dealings with all Government Departments by the Government of Karnataka or by Ministry of Railways or by K-RIDE at any time till finalization of Tenders, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the Tenders, for which satisfactory evidence is to be produced. (b) Any previous contract of the Tenderer or any of its constituents had been fully terminated or part terminated for its failure as a JV/ Consortium partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd.(K-RIDE) at any time starting from 3 years before the deadline for submission of Tenders and up to one day before the date of opening of price Tenders; Provided, however, there is no stay order or declaration by any Court against such termination of the contract by Rail Infrastructure Development Company (Karnataka) Ltd. or such termination of the contract has not been revoked by Rail Infrastructure Development Company (Karnataka) Ltd or

K-RIDE

competent authority of K-RIDE has not passed an order of non-applicability of disqualification of the Tenderer or any of its constituents despite such termination.

(c) The Tenderer or any of its constituents has been imposed delay damages of 5% or more of contract value by K-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of Tenders (Period of 2 years shall be reckoned from the date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of Tenders on account of contractor's request for deferring recovery to maintain cash flow and K-RIDE has acceded to the same in the interest of the project or the work under the previous contract in question has not been completed before the deadline for submission of Tenders, unless imposition of such delay damages has been set aside by the Competent Authority.

(d) The Tenderer or any of its constituents:

(i) has suffered bankruptcy/insolvency or

(ii) has any ongoing case of insolvency before the NCLT/ any applicable Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process, as on the deadline of submission of Tenders or thereafter till finalization of Tenders.

(e) The Tenderer is found ineligible by the Employer, in accordance with ITB-3.

(f) The Tenderer or its constituent(s) has been declared by K-RIDE to be a poor performer and the period of poor performance is still in force on the deadline for submission of Tenders.

OR

The Tenderer or its constituent(s) has been declared by K-RIDE to be a poor performer at any time after the deadline for submission of Tenders and upto one day before the date of opening of price Tenders.

(g) The Tenderer or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned from business dealings or suspended from business dealings or having been declared poor performer.

The Tenderer shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the Form PS3 given in Section-3: Qualification and Information/Bidding Forms. Non-submission of an affidavit by the Tenderer shall result in summary rejection of his Tender.

Tenderers shall immediately inform the Employer in case they cease to fulfil eligibility in terms of ITT **clause** 2 above. In case the Tenderer fails to inform the Employer or submits a false affidavit, his Tender shall be summarily rejected and Tender security shall be forfeited. The Tenderer shall also be liable for Banning of Business dealings for a period up to five years

K-RIDE

2.6	**PARTNERS IN CASE OF JV/CONSORTIUM – <u>Not applicable for this Tender</u>** **(i) Lead partner must have a minimum of 50% participation in the JV/Consortium.** (ii) Partners having 25% or more percentage participation shall be termed as substantial partner/other Partners. (iii) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after the bid submission. The bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each partner in the JV agreement submitted as per Form JV/4 of Section-3, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any partner of JV/Consortium in favor of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Client) from the one given in JV agreement at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' as the case may be and acted accordingly. All Members of the JV/ Consortium must have experience in execution of similar work.
3.3(a)	**The following para is added:** **Materials, Equipment and Services** The materials, equipment and services to be supplied under the Contract shall be from the approved sources as specified in Section 8: Works Requirements and Price Schedule Section-9.
7.3	**The following para is added:** The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
8.3	**The following para is added:** The Pre-Tender meeting may also be attended through video conferencing (VC). Those Tenderers who wish to join the Video Conferencing shall send a request email on the email id (i.e. **<u>praveen.kumar.kride@ka.gov.in</u>) a** one day prior to the Pre Tender meeting as per the date and time specified in the e- procurement portal, so that a link for Video Conferencing can be sent by K-RIDE. Please note that the request received from the Tenderers (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They should also mention the email id through which VC is desired to be joined. K-RIDE may allow maximum of two email Ids for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC will not be entertained. Prospective Tenderers will be able to join the VC through the link provided to them on Email ID. During

K-RIDE

	this pre- Proposal meeting, prospective Tenderers may request for clarifications.
10.3	**The following para is added:** **Documents Comprising the Tender** • The Tender shall comprise of Tender Security/Tender Security Declaration, Technical Tender and Price Tender. The Tenderer shall submit the Tender through Karnataka Public Procurement Portal. • On the stipulated date of opening of Tenders, initially, only the Technical Tenders are opened through Karnataka Public Procurement Portal. The Technical Tenders shall be evaluated by the Employer in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Technical Tenders would be permitted after the opening of technical Tenders. • Tenderers who are qualified in the technical evaluation their price Tender shall be opened at a date and time advised by the Employer(K-RIDE) through e-tendering portal. The Price Tenders are evaluated and the Contract is awarded to the Tenderer whose Tender has been determined to be the lowest evaluated substantially responsive Tender. **The Technical Tender shall contain the following:** • All the Forms of Section-3: Qualification Information/Bidding Forms including letter of technical Bid (LTB) shall be scanned and uploaded. • The Tenderer shall furnish a commitment in Letter of Technical Bid (LTB) for deployment of equipment and personnel as stipulated in Section 8A: Employers Work's Requirement. • The Tenderer shall furnish commitment in LTB for submitting construction method statement for all major activities of work and get this approved from the engineer prior to the commencement of work on that activity in case of award of contract. • The Tenderer shall furnish a commitment in Letter of Technical Bid (LTB) for adhering to mobilisation and construction schedule as stipulated in Section 8A: Employers Work's Requirement. • **Tenderer should note that non-submission of the Letter of Technical Bid (LTB) by the Tenderer shall result in summary rejection of his Tender.** • Tenderer shall submit the Approach and Methodology for performing the assignment by using appropriate Performa given in Section 3: Qualification Information/Bidding Forms. • Scanned copy of Tender Security/Tender Security Declaration form (Section 3), in accordance with ITT Clause 13; • Scanned copy of written confirmation authorizing the signatory of the Tender to commit the Tenderer, any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender. • Scanned copy of documentary evidence with establishing the Tenderer's qualifications to perform the contract; To establish its qualifications to perform the Contract in accordance with Section 2:

K-RIDE

	ITT the Tenderer shall submit as part of its technical Tender the information requested in the corresponding information sheets included in Section 3: Qualification Information/Bidding Forms. Domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility • Scanned copy of Approach and Methodology - Performa given in Section-3: Qualification Information/Bidding Forms • Scanned copy of Joint Venture Agreement entered into by all partners **The Price Tender shall contain the following:** • All Section-3 Documents shall be scanned and submitted. • Filled/completed schedules as required including Price Schedule in accordance with ITT Clauses should be submitted through Karnataka Public Procurement Portal only; • The Tenderer shall submit through Karnataka Public Procurement Portal, separate Technical Proposal and Price Proposal for each individual contract package, using the appropriate Submission Sheets furnished in Section-3: Qualification Information/Bidding Forms. These Forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. • The Tenderer shall submit, as part of the Price Tender, the Schedules, including the Price Schedule through Karnataka Public Procurement Portal only.
11.5	**The following para is added:** **Tender Prices and Discounts** • The prices and discounts quoted by the Tenderer in the Price Schedule shall conform to the requirements specified below. • In the Price Schedule, the tenderer shall quote rates as per provision provided in the e - procurement portal. The price quoted by the bidder in schedule will only be considered for evaluation of bids. Rate offered through any other medium or at any other location will not be considered. **If any Tenderer quotes more than one Amount/Percentage as specified for such schedules, its Tender shall be summarily rejected.** • The Tenderer shall fill in the amount/percentage against each schedule/item of the price schedule. **Items against which no amount or price is entered by the Tenderer will not be paid by the Employer when executed and shall be deemed to be covered by the lumpsum amount quoted in the** Price Schedule. • The price to be quoted in the Price Schedule, in accordance with ITT, shall be the total price of the Tender. • **Deleted**

K-RIDE

	• **Deleted** • Unless otherwise provided in the ITT and the Contract, the lumpsum amount quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightages for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data • **Deleted** • All duties, taxes including GST, royalties, cess and other levies payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the percentage quoted in the Price Schedule and the total Tender Price submitted by the Tenderer. GST shall be paid by the Tenderer as applicable in accordance with the prevailing rules of Government of India. Online alternative Price Tender corresponding to the alternative Technical Tender, if permissible, in accordance with ITT Clause 14; • Tenderers should note that during the progress of the works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14/ITT (Currencies of Bid and Payment) of the Conditions of Contract. Any such adjustment shall be affected by comparing the percentages quoted in the Tender with the amounts already used in the Works and the Contractor's future needs for imported items. • Tenderer should note that non-submission of the Letter of Price Tender (LPB) by the Tenderer shall result in summary rejection of his Tender. • Online alternative Price Tender corresponding to the alternative Technical Tender, if permissible, in accordance with ITT Clause 14;
13.7	**The following para is added:** **In this tender, the tender security/ EMD has to be paid.** **The Technical bids along with the Earnest Money Deposit (EMD) i.e., Rs. 4,25,150/- should be paid. The payment method for remittance of payment is as under** The part of the EMD amount of Rs.**1.00 lakh is** accepted in the form of electronic cash (not through DD/BG) and will be maintained in the pooling account provided in the e-procurement portal until the contract is closed. The payment method for electronic cash is as furnished below: • Credit Card. • Direct Debit. • National Electronic Fund Transfer (NEFT). • Over the Counter (OTC).

K-RIDE

The balance required EMD of Rs.**3,25,150/-** to be furnished in the form of Bank Guarantee (BG) of any Nationalized Bank/Scheduled Bank (as per RBI guidelines) payable to –**Managing Director/K-RIDE**, Bengaluru. The EMD shall have to be valid for 45 days beyond the validity of the tender.

The scanned copy of the BG should be uploaded to the tender in the e-procurement platform. The Original Bank Guarantee shall compulsorily be produced & submitted for verification before the **opening of the technical bid date and time as specified in e-portal** to the **General Manager/Civil/Projects** in **K-RIDE** office. The bidder shall note that the Original Bank Guarantee submitted through post/in person, if it does not reach before the opening of the technical bid date and time as specified in e-portal to the General Manager/Civil/Projects in K-RIDE office, **the bid will not be considered for technical evaluation.** The bids of the contractors who have failed to produce and submit the original bank guarantee of earnest money deposit of tender before the opening of the technical bid date and time as specified in e-portal to the General Manager/Civil/Projects, the bids will not be opened/If it is opened by default/manual/electronic error the bid will not be considered for technical evaluation and bid shall be rejected. Non reconciliation of tender earnest money deposit receipt of payment in Government of Karnataka central pooling account held at the ICICI Bank, the tender gets rejected.

Bank Guarantee Format

(a) An unconditional bank guarantee using the Form given in Section 3: Qualification Information and Bidding Forms. 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 Scheduled Bank in India, or

  (ii) a Foreign Bank having their operations in India, or

  (iii) a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by State Bank of India,

(b) The Scheduled Bank issuing the Bank Guarantee must be on "Structure 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.

Further, the Tender Security in Original form along with a copy of "MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report" sent by the BG issuing Bank Sealed in an envelope shall be submitted, as stated in ITT 15.

The Issuing Bank shall send the SFMS to:
Beneficiary: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)
Bank Name: Canara Bank
Branch: Prime Corporate Branch
Account No. 0430201012110
IFSC Code: CNRB0002636

The Tender security shall be valid up to 45 days beyond tender validity, or up to the date mentioned in

K-RIDE

	the letter of request for extension, if any under ITT 12. In case the Tenderer has opted for Tender security in the form of an unconditional Bank Guarantee, the Tenderer should upload the scanned copy of Bank Guarantee with the Tender. Non submission of scanned copy of Bank Guarantee with the Tender on e-tendering portal and non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of Tender. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during Tender submission time, failing which the Tender will be rejected. a. Unless otherwise specified in the BDS, any Tender not accompanied by an enforceable and compliant Tender security as required in accordance with ITT, shall be summarily rejected by the Employer as non-responsive. b. The Tender security of the Tenderer who have been determined to be unqualified for opening of their financial Tender shall be returned within 3 working days after the opening of financial Tender. The Tender security of unsuccessful Tenderers shall be returned within 7 working days after issue of LOA to the successful Tenderer. c. The Tender security of the unsuccessful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security. d. The Tender security may be forfeited: (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tenders, except as provided in ITT Clause 12 or (b) if a Tenderer misrepresents or omits the facts in order to influence the procurement process; (c) if the successful Tenderer fails to: (i) sign the Contract in accordance with ITT Clause 28; (ii) furnish a performance security in accordance with ITT 29; (iii) accept the correction of its Tender Price pursuant to ITT 24; or (iv) furnish a domestic preference security if so required. (d) if the undertaking of the affidavit submitted by the Tenderer or its constituents in pursuance to ITT clause 2 or any of the declarations of Letter of Technical Tender or Letter of Price Tender submitted by the Tenderer has been found to be false at any stage during the process of Tender evaluation. The Tender Security of a JV/ Consortium shall be in the name of the JV/ Consortium that submits the Tender or the lead member of the JV/Consortium. If the JV/ Consortium has not been legally constituted at the time of Tendering, the Tender Security shall be in the names of all future partners as named in the letter of intent/ of JV/ Consortium mentioned in ITT Clause 2)
14	**The following para is added:** The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the

K-RIDE

	Tender, such translation shall govern.
15	**The following para is added:** **Sealing and Marking of Tenders** The Tenderer shall submit the technical Tender, Price Tender and the Tender Security/Tender Security Declaration through Karnataka Public Procurement Portal i.e., https://kppp.karnataka.gov.in. The original of the Technical Proposal, which will contain all Forms of Section 3 except Forms PS 2 and Price Schedule Section 9 and all other relevant data specified in the Tender document. The Price Bid, shall be submitted through Karnataka Public Procurement Portal only. This "PRICE BID" will contain only Forms PS 2 of Section 3 & Price Schedule and all other relevant data specified in this Tender document. All forms should be typed on the Tenderer's' letter head as per the exact format of the Forms. The above forms should be scanned and submitted through **Karnataka Public Procurement Portal**. No details about price proposal shall be disclosed directly or indirectly in the technical proposal failing which the Tender shall be rejected. **Only Electronic Tender submission and opening procedure permitted.**
19.7	**The following para is added:** **Tender Opening** • The Employer shall conduct the opening of Technical Tenders through Karnataka Public Procurement Portal i.e., https://kppp.karnataka.gov.in on the date and at the time mentioned. • The date and time of the opening of Price Tenders will be announced through Karnataka Public Procurement Portal • At the end of the evaluation of the Technical Tenders, the Employer will intimate Tenderers who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the opening of the price Proposals. The date and time, of the opening of Price Tenders will be advised through email/e-procurement. Tenderers shall be given reasonable notice for the opening of Price Tenders. • The Employer will notify Tenderers in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Tendering Document and who have been determined as being not qualified as a result of evaluation of technical proposal and their Price Tender shall not be opened. The Tender security of the Tenderers shall be returned as per due process. • The Employer shall conduct the opening of Price Tenders through Karnataka Public Procurement Portal i.e., https://kppp.karnataka.gov.in of all Tenderers who have submitted substantially responsive Technical Tenders and who have been determined qualified as a result of technical evaluation.
23.4	**The following para is added:** **Deviations, Reservations, and Omissions**

K-RIDE

	During the evaluation of Tenders, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Tendering Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.
24.3	**The following para is added:** **Nonconformities, Errors, and Omissions** • Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender that do not constitute a material deviation, reservation or omission. • Provided that a Tender is substantially responsive, the Employer may request the Tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
24.4	**The following para is added:** **Correction of Arithmetical Errors and Omissions in Tender and Evaluation of Tender Price** 1. Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors and omissions in the Tender and then arrive at the Evaluated Tender Price on the following basis: (a) If there is a discrepancy between the price mentioned in the summary sheet of the Price Schedule and the price that is obtained by calculation i.e. addition of each schedule in the summary sheet of Price Schedule, then the quoted amount of each schedule shall prevail and the price shall be corrected accordingly. (b) if the amount has been quoted both in words and in figures and there is a discrepancy in such amount, then the lower of the two shall prevail and shall be considered for evaluation of the price of the schedule. (c) If the amount has been quoted either in words or in figures only, then the same shall be considered for evaluation of the price of the schedule. (d) If no amount has been indicated for any particular schedule in words, as well as in figures, irrespective of the fact whether the Tenderer has written or not written, in such cases, the lumpsum amount of the schedule shall be considered as zero and shall be calculated accordingly; (e) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. (f) The amount for each schedule shall first be calculated after applying discount(s) to the Schedule and the net amount shall be rounded off to a Rupee. Thereafter, evaluated price of the schedules shall be added as the sum of amounts in grand summary sheet and sum of evaluated prices of all schedules shall be the overall Evaluated Tender Price.

K-RIDE

	2. If the Tenderer has submitted the lowest evaluated Tender does not accept the correction of errors and omissions as per above provisions, its Tender shall be disqualified and its Tender security shall be forfeited or its Tender-Securing Declaration executed.
25.6	**The following para is added:** **Conversion to Single Currency** For evaluation and comparison purposes the currencies of the Tender shall be converted into Indian Rupees as stated in BDS. An Abnormally Low Tender is one in which the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer to perform the contract at the offered price. The Employer may in such cases seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender document. If, after evaluating the price analyses, the Employer determines that the Tenderer has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Employer may reject the Tender/ proposal. Additional Performance Security in case of abnormally low Tenders will have to be submitted. **The calculation sheet is as below:** If the bid, which results in the lowest Evaluated Bid Price is substantially on lower side and/or seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security as under:- a) If overall price quoted by the L1 bidder is below the engineer's estimated price by more than 10% and the difference between overall price quoted by the L1 and L2 is more than 5% of the estimated price, then the bid price of L1 bidder shall be treated as substantially on lower side and such bidder shall be bound to furnish additional performance security equal to the (0.9x engineer's estimated price – L1 price) or (0.95 x L2 price – L1 price) whichever is lower, on this account. Example below demonstrates the method of calculation to arrive at additional performance security: Suppose overall price quoted by the L1 bidder is 17% below the estimated price and the overall price quoted by L2 bidder is 8% below the estimated price. In this case the overall price quoted by the L1 bidder is lower by more than 10% of the estimated price and also the difference between overall price quoted by the L2 and L1 bidder is more than 5% of the estimated price, hence the L1 bidder shall be required to furnish additional performance security for an amount equal to {0.9 x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.07 x engineer's estimated price} = 7% of engineer's estimated price or {0.95 x (1-8/100) x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.044 x engineer's estimated price} = 4.4% of engineer's estimated price; whichever is lower. As per the above L1 bidder shall be required to submit additional performance security of 4.4% of engineer's estimated price. b) If for any bill/ schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 15% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price. Example below demonstrates the method of calculation to arrive at

K-RIDE

	unbalanced price and additional performance security: Suppose for the L1 bidder overall % age difference between quoted contract price and the engineers estimated price; (Overall contract price – Overall estimated price) x 100 ÷ overall estimated price = + 4 % Maximum % age below permitted over estimated price of any bill / schedule in this case = +4 – 15 = -11% Suppose for the L1 bidder has quoted 20% below estimated price then the pricing shall be treated as unbalanced and the bidder shall be required to furnish additional performance security for an amount equal to (20 – 11) % of the estimated price..
26.2	**The following para is added:** **Award Criteria** • The Employer shall award the Contract to the Tenderer whose Tender is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITT below. In case of more than one Tenders are evaluated to be lowest, Contract shall be awarded to the Tenderer having higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last Two financial years. • The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are still being met by the Tenderer whose offer has been determined to be the lowest evaluated Tender. A Tender shall be rejected if the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are no longer met by the Tenderer whose offer has been determined to be the lowest evaluated Tender. In this event the Employer shall proceed to the next lowest evaluated Tender to make a similar reassessment of that Tenderer's capabilities to perform satisfactorily.
29.5	**The following para is added:** **Performance Security** The successful Tenderers shall have to submit a Performance Guarantee (PG) Within twenty (20) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 20 days up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% of per annum shall be charged for the delay beyond 20 days, i.e. From 21nd day after the date of issue of LOA. Further if the 60th day happens to be declared holiday in the office of K-RIDE, 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 K-RIDE shall be entitled to forfeit the Tender security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a start-up recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry,

K-RIDE

	DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for that work. Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security or execution of the Tender-Securing Declaration. The above provision shall also not apply to the furnishing of a Domestic Preference Security, if so required.
New Clause-1	**LITIGATION HISTORY:** (Please see Annexure Tendering Forms). The Tenderer/Tenderers should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last five years as on date of submission of this tender. If the litigation started by the Tenderer without recourse to measures of Dispute Resolution and Arbitration as provided in the Contract or the litigation in respect of challenge of award of Arbitration by the Tenderer, will be treated as Litigation case indulged by the Tenderer for this Para of Litigation History. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the application. **Note**: Tenderers including each of the partners of a Joint Venture, should provide information on any history of litigation or Arbitration resulting from contracts executed in the last 5 years as on date of submission of this tender. A separate sheet should be used for each partner of a Joint Venture
New Clause-2	**Jurisdiction of Courts** The Tendering process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Tender Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the Tendering process. The **Jurisdiction of Courts is Bengaluru, Karnataka**

K RIDE

SECTION-3

QUALIFICATION INFORMATION/BIDDING FORMS

INDEX

SECTION-3: QUALIFICATION INFORMATION/BIDDING FORMS

This Section contains the forms which are to be completed by the Bidder and to be submitted as part of this Bid.

Sl. No.	Description	Form Number/ Para No.	Page No.
	A) Qualification Information/Bidding Forms		**43- 45**
1.	Legal status of Tenderer	Para No. 1.1	
2.	Executed and Payment Received statement for 5 Years	Para No. 1.2	
3.	Similar Work Experience	Para No. 1.3	
4.	Quantities of Work executed in Last 5 years	Para No. 1.4	
5.	Information on Works (Existing, Ongoing and Works for which Tenders already submitted)	Para No. 1.5	
6.	Availability of Plant and Equipment Details	Para No. 1.6	
7.	Reports of Financial Standing (Profit and Loss Statements)	Para No. 1.7	
8.	Qualification and Experience of Key Personnel	Para No. 1.8	
9.	Tenderers bankers Details	Para No. 1.9	
10.	Evidence of access to Financial Resources	Para No. 1.10	
11.	Proposed Subcontracting components	Para No. 1.11	
12.	Information on Litigation History	Para No. 1.12	
13.	Proposed Methodology and Program of construction	Para No. 1.13	
	B) Additional Qualification Information/Bidding Forms		**46 - 59**
14.	Letter of Technical Bid	Form PS 1	
15.	Letter of Price Bid	Form PS 2	
16.	Format for Affidavit (along with Bid)	Form PS 3	
17.	Format Of Bid Security (Bank Guarantee Performa)	**Mandatory**	**70**
18.	Letter of participation from Each partner of Joint Venture (JV)/ Consortium	Form JV/Consortium/1	NA
19.	Power of attorney for authorized signatory of Joint Venture (JV)/ Consortium partners	Form JV/Consortium/2	NA
20.	Power of attorney to Lead partner of joint venture (JV)/ Consortium	Form JV/Consortium/3	NA
21.	Draft Joint Venture Agreement	Form JV/Consortium/4	NA
	Bidder Qualification		**60 - 70**
22.	Bidder's Information Sheet	Form ELI - 1	
23.	JV/Consortium Information Sheet	Form ELI – 2	NA
24.	Financial Situation	Form FIN - 1	
25.	Annual Construction Turnover	Form FIN – 2	
26.	Current Contract Commitment	Form FIN - 3	
27.	Deleted	Form No 1	
28.	Checklist for clauses pertaining to Summary Rejection of bid	Form No 2	
29.	Format for certificate to be submitted by bidder along with the bid	Form 3 C1	
30.	Format for certificate to be submitted by Bidder along with the bid for subcontracting	Form 3 C2	
31.	Deleted	Form 4	
32.	Key Personnel for the work	Form 5	
33.	Format of Curriculum Vitae (cv) for proposed key professional staff	Form 6	Deleted
34.	Undertaking from specialist sub-contractor	Form CL-2	
35.	Availability of Financial Resources	Form CL-3	
36.	Evidence of Availability of Credit Line Financial Resources	Form CL-4	
37.	Work Experience Certificate	Form EXP-1	

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A) QUALIFICATION INFORMATION/BIDDING FORMS

1. QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 2 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1. **Constitution or legal status of Tenderer**

Place of Registration: _____ [Attach copy]

Principal place of business: _____ [Attach Copy]

1.2. **Total value of construction works executed and payments received in the preceding five Financial Years. (Rs. In Crores) (attach certificate from Statutory Auditors)**

2018-2019: ----------

2019-2020: ----------

2020-2021: ----------

2021-2022: ----------

2022-2023: ----------

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1.3. **Work performed as Contractor (in the same name) on works of similar nature over during the five financial years specified in 1.2 above**.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Cr.	Date of Issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

Note:

(1) If the qualifying work of similar nature is done by a joint venture/consortium, then Value shall be considered as per percentage participation by the member(s) in that joint venture/consortium.

(2) Value of *similar nature of work completed shall be updated up to date of submission as per table given below:

Financial year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Indian Currency					
Foreign Currency					

(3) Updated value of completed work in foreign currency shall be converted to Equivalent INR, calculated using the selling exchange rate of Reserve Bank of India as on 28th day prior to the last date of submission of bids. In case publication is not available on 28th day, previous working day published exchange rate shall be considered for evaluation.

The bidder shall attach a copy of the Certificate(s) issued by the employer in support of the information being furnished in the above form, failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

SEAL AND SIGNATURE

1.4. **Quantities of work executed as contractor (in the same name) during the last five years.**

Year	Name of Work	Name of Employer	Quantity of work performed (As mentioned in Qualification of the Tenderer Clause 3.2) "Welding of rail joints by Mobile Flash Butt welding technique"	Remarks (Indicate contract reference Contract No., Award Date, Completion date, Role in contract, total contract amount, JV participation proportion)
2018-19				
2019-20				
2020-21				
2021-22				
2022-23				

Note:

1) Copy of Certificate(s) issued by the employer in support of the information being furnished above, shall be attached with each respective form, as per detailed requirements indicated in clause 3.2 (c) of Section 2 failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

SEAL AND SIGNATURE

1.5. **Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.**

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. In Crores)	Stipulated period of completion	Value of works remaining to be completed (Rs. In Crores) (Attach certificate from Engineer in charge)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. In Crores)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

K-RIDE

1.6. **Deleted**

1.7. **Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;**

1.8. **Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.**

1.9. **Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.**

1.10. **Deleted.**

1.11. **Deleted**

1.12 Deleted.

B) ADDITIONAL QUALIFICATION INFORMATION/BIDDING FORMS

Form: PS1

LETTER OF TECHNICAL BID

(Seperately for each Package) ……
Date……..

Invitation for Bid No.:……

To,

……..

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Tenderer (ITT);

(b) We offer to execute the Works in conformity with the Bidding Documents;

(c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT clause 2.4;

(f) We declare that we are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITT clause 2.2, other than alternative offers submitted in accordance with ITT clause 14;

(g) We declare that we are not liable to be disqualified in Accordance with ITT clause 2.5, and we are enclosing the affidavit for the same as per the Performa given in the bid document.

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(i) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and

K-RIDE

invocation of bid security declaration, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(j) We understand that we will be considered for participating for which we have submitted the bid security(ies) declaration form and we will be considered for award, subject to fulfilling the eligibility criteria as given in bidding document;

(k) If our bid is accepted, we opt to take payment into the bank account, nominated by us.

(l) We declare that the submission of this bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void

(m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(n) A Power of Attorney to sign and submit this letter is attached.

(o) Having inspected the site, examined the complete bid document including Employer's requirements, Conditions of Contract, Special Conditions of Contract, particular conditions of Contract, Technical Specifications, Safety, Health & Environment (SHE) manual, Eligibility Cum Qualification Criteria, Instructions to Bidder and Addenda/Corrigendum etc., thereto (if any) for above mentioned work and prepared the bid entirely in accordance with all the requirements of the bid document and agree entirely with them.

(p) We here by confirm that we have visited the sites of work and have become conversant with the local conditions of working.

(q) For the purpose of your evaluation, study, review and decision-making we are ready to let you inspect our business premises / site, etc.

(r) We authorize K-RIDE or any of their authorized representative to approach, enquire, verify and check the matter furnished in our submission with the concerned client / owner of the Project / Contract and the concerned Banker of reference provided by us.

(s) We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of K-RIDE in connection with this bid and without your written authority or as otherwise required by law not to publish or otherwise disclose the same.

(t) We have submitted the Statement of Integrity, Eligibility, Social, and Environmental Responsibility signed and abide by the same.

(u) We understand that this Bid shall be governed by and construed in all respects according to the laws for the time being force in India. The courts at Bangalore will have exclusive jurisdiction in the matter.

K-RIDE

(v) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

(w) We confirm and declare that by virtue of our signature below, to the best of knowledge and belief that the information provided by us as required in this Bid Document, all supporting and explanatory information is truthful and exact.

Name……
……..... In the capacity
……...

Signed
……
…….....

Duly authorized to sign the Bid for and on behalf of
…… .....

Date
……
…….....

K-RIDE

(SEAL AND SIGNATURE OF THE BIDDER)

Form: PS 2

LETTER OF PRICE BID

(To be separately given for on the Letter head of the Firm) (Centre of E-governance has disabled submission of documents pertaining to financial proposal in e-portal. Bidders are requested to enter the Financial Proposal in the respective cell provided in the e-portal. This format of Financial Proposal is only for reference).

Date_____

Invitation for Bid No_____

To, _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Clause no. 9, Section 2 Instructions to Bidders (ITBT).

(b) We offer to execute the Work in conformity with the Bidding Documents.

(c) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(d) The total price of our Bid is indicated in the price schedule in e-procurement portal.

(e) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of_____

Date: _____

Seal

K-RIDE

Form: PS 3

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

(To be separately given for each package)

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder) **

I ..... ***(Name and designation)*** **..... appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. _____ (hereinafter called the bidder) for the purpose of the Bid for the work of _____ as per the bid No._____ of K-RIDE, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

*1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by K-RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

*2. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV/ Consortium partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. during the period of last 3 years before the deadline for submission of bids.

(Add Proviso of Clause 2, (ITT) suitably, if any Contract was so terminated).

*3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by K-RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV/ Consortium) within the period of last 2 years before the deadline for submission of bid [*2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price]* and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and K-RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.

4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the bid.

*5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by K-RIDE as on the deadline for submission of bid.

6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity. Consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

K-RIDE

7. We declare and certify that balance sheets for last five financial years including that for the latest concluded financial year are being submitted.

OR

We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last five financial years ignoring the latest concluded financial year.

*(# - Delete whichever is not applicable) **.*

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

9. We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security declaration form shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings up to a period of five years.

11. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we ***[insert name of the bidder]*** **_____ and all our constituents understand that we shall be liable for banning of business dealings up to a period of five years.

12. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

13. We also understand that our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon us.

14. We declare that the information and the document submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

15. We undersigned that if the certificate regarding Eligibility Criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years in K-RIDE. Further, we (Insert name of the Tenderer)** ……. and all our constituents understand that our offer shall be summarily rejected.

16. We also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for five year in K-RIDE.

K-RIDE

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

We above named tenderer do hereby solemnly affirm and verify that the contents of our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

(SEAL AND SIGNATURE OF THE BIDDER)

*Modify the contents wherever necessary, in terms of sub-clause 2 ITT.
** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.
Attestation before Magistrate/Public Notary

K-RIDE

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 2 (Qualification Information) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

To establish its qualifications to perform the contract in accordance with Section 2 (Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

K-RIDE

The bidder shall attach copies of the following original documents with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT clause 2.
2. Authorization to represent the firm or JV/ Consortium named in above, in accordance with ITT clause 14.
3. In case of JV/ Consortium, JV/ Consortium agreement, in accordance with ITT clause 2.

SEAL AND SIGNATURE

Form ELI - 2: JV/ Consortium Information Sheet

Each member of a JV/ Consortium must fill in this form separately

JV / Consortium Information	
Bidder's legal name	
JV/ Consortium Partner's legal name	
JV/ Consortium Partner's country of constitution	
JV/ Consortium Partner's year of constitution	
JV/ Consortium Partner's legal address in country of constitution	
JV/ Consortium Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Bidder's Bank Details: (a) Name of the Bank and branch: (b) Account Number: (c) IFSC code: (d) Bank's Contact Number and Fax Number: (e) PAN: (f) GST Registration No:	

K-RIDE

The bidder shall attach copies of the following original documents with the form:

1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT clause 2.
2. Authorization to represent the firm named above, in accordance with ITT clause 14.

Note: Following needs to be submitted by the bidder;

(a) Affidavit in case of Proprietary firm.
(b) Partnership Deed in case of partnership firm.
(c) Memorandum & Article of Association in case of Public/Private limited company.
(d) Authorization/POA in favour of authorised signatory of bidder to sign the bid.

SEAL AND SIGNATURE

Form FIN-1: Financial Situation

(Each Bidder or each member of a JV/Consortium must fill in this form separately)

NAME OF BIDDER/JV/CONSORTIUM PARTNER

	Financial Data for Last 5 Years [Indian National Rupees]				
	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
Current Liabilities					
5. **Net Worth** [= 1 – 3]					
6.Working Capital [= 2 - 4]					
7. Profit Before Tax (PBT)					

K-RIDE

1. **The bidder shall attach copies of the following original documents with the form**
   Copies of the audited balance sheets, including all related notes, and income statements for the last five years, as indicated above, complying with the following conditions.

   i. All such documents reflect the financial situation of the Bidder or partner to a JV/ Consortium, and not sister or parent companies.
   ii. Historic financial statements must be audited by a certified accountant.
   iii. Historic financial statements must be complete, including all notes to the financial statements.
   iv. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. **Contents of this form should be certified by a Statutory Auditor**

   i. In the event that the audited accounts for the latest concluded Financial Year are not available, the Bidder shall furnish information pertaining to the last five financial years after ignoring the latest concluded financial year. In case, the bidder submits audited financial information for the last six or more years, only the figures for the latest five years shall be considered for evaluation.

   ii. Financial data for last five financial years has to be submitted by the bidder along with audited balance sheets. The financial information of the Bidder must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the companies' Act.

iii. In case any discrepancy in data is found between the balance sheet and the financial information submitted, the data as available in the balance sheet will be considered.

iv. In case the audited balance sheet of the last financial year is not made available by the Bidder, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last financial year is not submitted, then the bid will be considered as non-responsive

v. In case the company's financial year is from Jan 19 to Dec 19, then it will be considered under financial year 2019 - 20 similar procedure will be applicable for other financial years also.

_____

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

K-RIDE

_____

(Signature of Statutory Auditor)

Name of Statutory Auditor : _____

Registration No: _____

_____

(Seal)

Form FIN-2: Annual Construction Turnover for the last 5 years

Each Bidder or each member of a JV/ Consortium must fill in this form separately:

NAME OF BIDDER/JV/CONSORTIUM PARTNER:

Sl.No.	Year	Annual Turnover	Multiplying factor	Updated Annual turnover
		INR	INR	INR
1	2018-2019			
2	2019-2020			
3	2020-2021			
4	2021-2022			
5	2022-2023			

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Construction Turnover for last 5 Financial Years			
Minimum Financial Turnover for any last 05 Financial Years as per clause 3.2(a)			

K-RIDE

1. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years and submitted as attachments to form Fin-1 in respect of the bidder or all partners constituting the bidder.
2. Contents of this form should be certified by a Statutory Auditor.
3. In the event that the audited accounts for the latest Financial Year are not available, the Bidder shall furnish information pertaining to last Five financial years after ignoring the latest financial year. In case the bidder submits audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.

_____

SEAL AND SIGNATURE

Form FIN-3: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV/Consortium should provide information on their current commitments on all contract that have been awarded, or which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Contract Commitments

Sl. No.	Description of work	Contract No. & date	Name & address of Employer, Tel./Fax/ Email	Value of Con-tract in INR	Stipulated Period of completion	Value of Balance work	Anticipated date of Completion
1							
2							
3							
4							
5							
Total							

K-RIDE

1. For calculation of 'Updated contract value" in column 5 above, assume inflation as per multiplying Factors given in FIN-2.

2. Bidder should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.

3. Total Equivalent INR should be calculated using the selling exchange rate of Reserve Bank of India as on 28th day prior to the last date of submission of bids. In case publication is not available on 28th day, previous working day published exchange rate shall be considered for evaluation.

Note: Enclose Certificate(s) from Engineer(s) In charge (not below the rank of Executive Engineer) for Value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate on Fin 3:

"Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the employer discovers that information provided in the table is incorrect then the employer will treat our bid invalid and it will be liable for rejection"

_____

SEAL AND SIGNATURE

FORM NO. 1

DELETED

K-RIDE

FORM NO. 2

CHECKLIST FOR CLAUSES PERTAINING TO SUMMARY REJECTION OF BID

We, the undersigned, declare that we have read and understood the content of ITT clauses section:2 mentioned below. We also understand that our bid shall be summarily rejected in case we fail to comply the requirements of undermentioned clauses:

ITT Clause No. Section 2	Reason for Summary Rejection
2.5	Non-submission of Affidavit- (Form PS-3)
22	Non-submission of immediate information to the Employer in case Bidder ceases to fulfill eligibility in terms of ITT clause 2
11.5	Quoting more than one percentage for any schedule
13	Deleted
14	Bid not accompanied with power of attorney/General power of Attorney to sign on behalf of the bidders

SEAL AND SIGNATURE OF THE BIDDER

K-RIDE

Form: 3 C 1

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

(On the letter head of the Firm)

We/I, _____, having registered office at _____ do hereby certify that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached.)"

Dated this _____ day of _____, 2023

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

K-RIDE

(SEAL AND SIGNATURE OF THE BIDDER)

Form: 3 C 2

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID FOR SUB CONTRACTING

(On the letter head of the Firm)

We/I,_____, having registered office at _____ do hereby certify that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority and will not sub-contractor any work to a contractor from such countries unless such contractor is registered with the competent Authority. I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration the Competent Authority shall be attached.)"

Dated this _____ day of _____, 2023

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

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(SEAL AND SIGNATURE OF THE BIDDER)

Form 5

Key Personnel for the work

MINIMUM QUALIFICATION AND EXPERIENCE REQUIRED FOR KEY PERSONNEL TO BE DEPLOYED FOR THE WORK

Sl. No.	Key Personnel	Qualifications & Total Experience	Particular Experience (Minimum requirement)	Minimum Number of Personnel Required	Name of the key personnel proposed	Qualification	Total number of years of experience	Number of Years in similar works experience
1								
2								
3								

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Note: Further details to be updated as per clause 3.3 (c) of section 2 ITT.

(Signature)

(Name of Signatory) ……

(Capacity of Signatory) ……

Seal……

Form 6

Deleted

FORM CL-2

UNDERTAKING FROM SPECIALIST SUB-CONTRACTOR

(Refer Clause of EQC)

(On the Letter head of specialist sub-contractor)

I/We,……(Legal Name of Specialist Subcontractor) hereby confirm that we are associating with ……..(Legal name of the bidder) for the work of ……...(Name of work as stated in Invitation for Bids {IFB}), for the key activity stated in clause 3.2 (c) of ITT (if applicable).

I/We hereby undertake that in case M/s……(Legal name of the bidder) are awarded the work of ……...(Name of work as stated in Invitation for Bids {IFB}),the key activity stated in clause 3.2 (c) of ITT shall be undertaken by us as per bid conditions (if applicable).

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF SPECIALIST SUB CONTRACTOR

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF BIDDER

Form CL-3

Availability of Financial Resources
(Section-2, ITT clause 3.3 (b))

Bidders must demonstrate sufficient financial resources, comprising of Working Capital supplemented by credit line statements or overdraft facilities to meet the Bidder's financial requirements for

a) its current contract commitments, and
b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Resources		
No.	**Source of financing**	**Amount (equivalent)**
1	Working Capital	
2	Credit Line	
Total Available Financial Resources		

[a] *To be considered, Credit Line must be substantiated by a letter from the bank issuing the line of credit, specific for the subject contract, as prescribed. Any letter or document not complying with this requirement shall not be considered as supplementary financial resources.*

Note:

In case the financial statement data is other than Indian Rupees, the equivalent Indian Rupees with the exchange rates as defined in the Section-2, ITT.

Form CL-4

Evidence of Availability of Credit Line Financial Resources
(Section-2 ITT, Clause:3(b))

[Each Bidder must fill out this form to demonstrate financial resources comprising credit line statements or overdraft facilities.]

Project Name:
Bidding Package Name and Identification Number: …… *(to be filled in as indicated in ITT 1)* …

BANK CERTIFICATE
This is to certify that M/s ..... is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs ..... to meet their working capital requirements for executing the above contract.

___Sd.___

Name of Bank: _____

Senior Bank Manager_____

Address of the Bank_____

[In case of Joint Venture, change the text as follows:]

This is to certify that M/s ..... who has formed a Joint Venture with M/s ..... and M/s ..... for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s ..... to meet their working capital requirements for executing the above contract.

Form EXP-1

WORK EXPERIENCE CERTIFICATE

To whom so ever it may concern
(Issued for the purpose of Quoting in K-RIDE tenders)

M/s/Sri …….. (Name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under: -

Sl.No	Description	Details
1	Name of work	
2	Acceptance Letter No and Date	
3	Agreement Number, date and name of the agency	
4	Agreement value in Rupees (in words and figures)	
5	Due date of completion	
6	Actual date of completion of work	
7	Value of Final Bill if passed (in words)	
8	Work completed but Final measurements not recorded. a) Amount paid so far as in CC bill No.	
9	Work completed. Final measurements recorded with negative variation a) Amount so far paid as in CC bill No.	
10	Work completed. If Final measurements recorded with Positive variation which is not sanctioned yet. Original agreement value of Last sanctioned agreement value whichever is lower.	
11	Scope of work (Broad category of works i.e., the name of the work in the agreement on which work is	
12	Details of values of major components/ works executed in the completed work.	

Note:
The Certificate to satisfy similar work should be signed by an officer not lower than JAG officer in Railways and Executive Engineer rank or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company.

Signature :.....

Name of officer..... .....

Designation: .....

Address: .....

Office seal: .....

Phone/FAX No.: .....

Date : ……

38. FORMAT OF BID SECURITY (BANK GUARANTEE PERFORMA)

WHEREAS_____ having its registered office at _____ (hereinafter called the Bidder) has submitted his bid dated _____ for the work " Yesvantpur – Channasandra and Baiyyappanahalli – Hsour Doubling Projects – Flash Butt Welding of new/second hand 60Kg/52 Kg/260R rails (90 UTS/72 UTS) Rails/Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welding joints.

"(hereinafter called "the Works") KNOW ALL PEOPLE by these presents that we, _____having its registered office at_____(hereinafter called the Bank) are bound unto the Managing Director, Rail Infrastructure Development Company Karnataka Ltd (**K-RIDE**),Bangalore.(hereinafter called "the Employer") in the sum of Rs._____(Rupees_____) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents; SEALED with the Common Seal of the said Bank this day _____.
THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If after Bid opening the Bidder withdraws his Bid during the period of Bids validity specified in the Form of Bid.

OR

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid Validity.

a. Fails of confuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or
b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidders; or
c. Does not accept the correction of the Bid Price pursuant to clause24

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the conditions of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 240 days after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE_____
SIGNATURE OF THE BANK_____
WITNESS_____
SEAL_____

SECTION-4

FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM ETC.,

FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM ETC.,

SL. NO.	TITLE	FORM NUMBER	PAGE NO.
1	LETTER OF ACCEPTANCE	FORM-1	73
2	ISSUE OF NOTICE TO PROCEED WITH THE WORK	FORM-2	74
3	AGREEMENT FORM	FORM-3	75

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FORM-1

LETTER OF ACCEPTANCE

(Letter head paper of the Employer)

_____[date]

To: _____ _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for **""Name of the work ".**

Tender No: ---------- Date: --------- for the Contract Price of Rupees_____.(_____[amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit (Performance Security) plus additional security for unbalanced tenders in accordance with of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT and clause 43 of the conditions of contract for an amount of Rs.————(As defined in contract data) within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract.

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Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency.

FORM-2

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letter head of the Employer)

———— (Date)

To

———————————— (name and address of the Contractor)

————————————

————————————

Dear Sirs:

With reference to LOA, for the **"Name of the work ---------- "** a Tender Price of Rs.————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

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FORM-3

AGREEMENT FORM

Agreement

This agreement, made the _____day of _____20_____, between_____ _____ (Name and Address of Employer) (herein after called "the Employer") of the one part and _____[name and address of contractor] (herein after called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute, **"Name of the work ---------- "** Tender No. ----------, Date:---------- (herein after called "The Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance; No
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract and Particular Condition of Contract)
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.
   - x) Performance Guarantee Details
   - xi). Security Deposit Clause

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

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The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____
_____
in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

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SECTION – 5

CONDITIONS OF CONTRACT(CC) AND SPECIAL CONDITIONS OF CONTRACT (SCC)

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

SI NO.	DESCRIPTION	PAGE NO
	A. GENERAL	80- 85
1	DEFINITIONS	
2	INTERPRETATION	
3	LAW GOVERNING CONTRACT	
4	EMPLOYERS DECISIONS	
5	DELEGATION	
6	COMMUNICATIONS	
7	SUB-CONTRACTING	
8	OTHER CONTRACTORS	
9	PERSONNEL	
10	EMPLOYER'S & CONTRACTOR'S RISKS	
11	EMPLOYER'S RISKS	
12	CONTRACTOR'S RISKS	
13	INSURANCE	
14	SITE INVESTIGATION REPORTS	
15	QUERIES ABOUT THE CONTRACT DATA	
16	CONTRACTOR TO CONSTRUCT THE WORKS	
17	THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION	
18	APPROVALS BY THE EMPLOYER	
19	SAFETY	
20	DISCOVERIES	
21	POSSESSION OF THE SITE	
22	ACCESS TO SITE	
23	INSTRUCTIONS	
24	PROCEDURE FOR RESOLUTION OF DISPUTES	
	B. TIME CONTROL	85
25	PROGRAM	
26	EXTENSION OF THE INTENDED COMPLETION DATE	
27	DELAYS ORDERED BY THE EMPLOYER	
28	MANAGEMENT MEETINGS	
	C. QUALITY CONTROL	86
29	IDENTIFYING DEFECTS	
30	TESTS	
31	CORRECTION OF DEFECTS	
32	UNCORRECTED DEFECTS	
	D. COST CONTROL	86-90
33	BILL OF QUANTITIES	
34	VARIATIONS	
35	PAYMENTS FOR VARIATIONS	
36	SUBMISSION OF BILLS FOR PAYMENT	
37	PAYMENTS	
38	COMPENSATION EVENTS	

K-RIDE

39	TAX	
40	PRICE ADJUSTMENT	
41	LIQUIDATED DAMAGES	
42	ADVANCE PAYMENTS	
43	SECURITIES	
44	COST OF REPAIRS	
	E. FINISHING THE CONTRACT	90 - 92
45	COMPLETION	
46	TAKING OVER	
47	FINAL ACCOUNT	
48	AS BUILT DRAWINGS / OPERATING AND MAINTENANCE MANUALS	
49	TERMINATION	
50	PAYMENT UPON TERMINATION	
51	PROPERTY	
52	RELEASE FROM PERFORMANCE	
	F. SPECIAL CONDITIONS OF CONTRACT	92 - 110
53	SAFETY & SECURITY AT WORK	
54	LABOUR	
55	COMPLIANCE WITH LABOUR REGULATIONS	
56	PROTECTION OF ENVIRONMENT	
57	CLAIMS, DISPUTES AND ARBITRATION	

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CONDITIONS OF CONTRACT

A. GENERAL

1. DEFINITIONS

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

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Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. INTERPRETATION

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

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3. LAW GOVERNING CONTRACT

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. EMPLOYER'S DECISIONS

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. DELEGATION

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. COMMUNICATIONS

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. SUBCONTRACTING:

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. OTHER CONTRACTORS

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. PERSONNEL

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by K-RIDE from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer 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 days and has no further connection with the work in the Contract.

10. EMPLOYER'S AND CONTRACTOR'S RISKS

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. EMPLOYER'S RISKS

11.1 The Employer is responsible for the excepted risks which are:

(a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. CONTRACTOR'S RISKS

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

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13. INSURANCE:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. SITE INVESTIGATION REPORTS:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. QUERIES ABOUT THE CONTRACT DATA

15.1 The Employer will clarify queries on the Contract Data.

16. CONTRACTOR TO CONSTRUCT THE WORKS

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

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18. APPROVAL BY THE EMPLOYER:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. SAFETY

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20 DISCOVERIES

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21 POSSESSION OF THE SITE

21.1 The Employer shall give possession of all parts of the Site to the Contractor progressively, If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be compensation event.

22 ACCESS TO THE SITE

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, 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 / assembled for the works.

23 INSTRUCTIONS

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24 PROCEDURE FOR RESOLUTION OF DISPUTES:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

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24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. TIME CONTROL

25. PROGRAM

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. EXTENSION OF THE INTENDED COMPLETION DATE

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. DELAYS ORDERED BY THE EMPLOYER

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. MANAGEMENT MEETINGS

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

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C. QUALITY CONTROL

29. IDENTIFYING DEFECTS

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. TESTS

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. CORRECTION OF DEFECTS

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. UNCORRECTED DEFECTS

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

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D. COST CONTROL

33. BILL OF QUANTITIES (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item / Percentage.

34. VARIATIONS

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 15 days of request, failing which the work shall be carried out as through there is no variation. In case variation is approved it shall be accompanied with BOQ, failing which the contractor shall be responsible for deviation if any.

35. PAYMENTS FOR VARIATIONS

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

K-RIDE

36. SUBMISSION OF BILLS FOR PAYMENT

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. PAYMENTS

37.1 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 Employer shall pay the Contractor within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress.

37.2 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.

38. COMPENSATION EVENTS:

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(b) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(c) The effect on the Contractor of any of the Employer's Risks.
(d) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

K-RIDE

39. TAX

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales,GST and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. PRICE ADJUSTMENT:

PRICE ADJUSTMENT CLAUSE (PVC) IS NOT APPLICABLE IN THE INSRTANT WORK.

41. LIQUIDATED DAMAGES

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. ADVANCE PAYMENTS:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The advance loan shall be repaid with prevailing bank interest.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages

43. SECURITIES:

43.1 The Performance Security (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Performance Security as indicated in the contract data shall be valid until a date 30 days from

the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. COST OF REPAIRS:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. COMPLETION

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. TAKING OVER

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

K-RIDE

47. FINAL ACCOUNT

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. AS BUILT DRAWINGS AND /OR OPERATING AND MAINTENANCE MANUALS

48.1 If "As Built Drawings" (Completion Drawing) and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. TERMINATION

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) -"DELETED"-

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) -"DELETED"-

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

K-RIDE

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. PAYMENT UPON TERMINATION

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. PROPERTY

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

52. RELEASE FROM PERFORMANCE

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

K-RIDE

F. SPECIAL CONDITIONS OF CONTRACT

Safety and Security at work

1.1 The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor/his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway/ Engineer/Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

1.2 Before starting any excavation work adjacent to existing track, the contractor shall ensure that necessary permissions has been obtained and required precautions have been taken for doing such work in terms Joint Procedure Order (JPO). The penalties mentioned in the following JPO shall be levied on the contractor if such event occur. The JPO is reproduced below:

"JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL AND TELECOMMUNICATION CABLES"

A) A number of Engineering works in connection with gauge conversion/doubling/third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins. ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organization under open line or construction units under CAO/C, are executing various Signaling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel is also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Dept. Generally, these works are executed by contractors employed by these organizations.

B) However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by contractors carrying out the Civil Engineering Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical departments. Such cable faults results in the failure of vital signaling and telecommunication circuits & electrical installations.

C) Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and RailTel organisation, wherever such works are being done by them) officers of the respective divisions and by the construction organisation, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works, can be controlled and minimized.

K-RIDE

1. S&T Department (and RailTel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. In addition, S&T department and Electrical department shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the Sr.DEN/DEN or Dy.CE/C, as the case may be, by Sr. DSTE/DSTE or Sr. DEE/DEE of the divisions or Dy.CSTE/C or Dy.CEE/C within 15 days in duplicate. Sr.DEN/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P.Way & Works. And K-RIDE officials.

2. Before taking up any digging activity on a particular work by any agency, Sr.DSTE/DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. Sr.DSTE/DSTE or Sr.DEE/DEE, after ensuring that the concerned executing agencies including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing within 7 days of the request by concerned department And K-RIDE officials.

3. After getting the permission from S&T or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg. official for commencement or work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall be created chargeable to the estimates of doubling/gauge conversion, who can help Engg. agencies in the execution of the work. However basic responsibility will be of the department executing the work and the Contractor. Creation of posts is not mandatory And K-RIDE officials.

4 The SE/P.Way or SE/Works shall pass on the information to the concerned SE/Sig SE/Tele or SE/Electrical(TRD or G) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE/P.Way or SE/Works, who in turn shall pass on the information to the test room/network operation centre of RailTel/TPC/Electrical control And K-RIDE officials.

5. On receiving the above information, SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests And K-RIDE officials.

6. The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the contractor. Test room shall be given copies. Test room shall collect any further details from the Engineering Control and shall pass it on to S&T/RailTel & Electrical officials regularly. In case the

K-RIDE

supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of contractor should not be stopped on this account.

7. In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature the work, kilometer etc. be given to the Engineering control including the contact person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test room/network Operating Centre of RailTel/TPC/Elect. Control.

8. Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/RailTel/Construction can plan the works properly for shifting. Such shifting works shall in addition, for security and integrity of the cables, be supervised by S&T supervisors/RailTel supervisors/Electrical Supervisors.

9. The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele/SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.

10. In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig or SE/Tele or SE/Electrical(TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (Signal), SE (Electrical) as per para 4 and 5 above lies with the respective department. The contractor will go ahead with the shifting of cables as per the program decided and he will not be held responsible for any cable cut And K-RIDE officials.

11. In all the sections where major project are to be taken up/going on RailTel/S&T department shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.

12. No new OFC or quad cable shall be laid close to existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the Dy.CSTE/A or Dy.CEE/C and shall be got approved from the concerned Sr. DSTE/DSTE or Sr.DEE/DEE and also from the concerned Dy. CE/C for new lines and from the concerned Sr.DEN for all other projects including GC etc., to avoid possible damages in future. Such approvals shall be granted within 15 days of the submission of the request And K-RIDE officials.

K-RIDE

13. The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.

14. In case damage caused to OFC/Quad cable or Electrical cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:-

    i). Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures.

    ii). The alignment of the cable does not tally with the information provided to the contractor.

    iii). The cable depth is found to be less than 800 mm from normal ground level.

    iv). No representative of S&T department/RailTel was available at site guarding the cables on the fixed pre determined date and time.

15. Penalty to be imposed for damages to cable shall be as under:-

Cable damaged	Penalty per location
Only Quad cable or Signalling cable	Rs.1.0 Lakh
Only OFC	Rs.1.25 Lakh
Both OFC & Quad	Rs.1.5 Lakh
Electrical Cable	Rs.1.0 Lakh

K-RIDE

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable.

16. Railways will not lodge FIR with RPF in case of works being executed by authorized contractors of Railways who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF. The joint note deciding the fact whether the contactor should be penalized shall be completed in a day's time from the occurrence of cable cut.

    In all other cases, when the cable is cut by an agency that was not permitted to execute any work, FIR should be lodged with RPF.

17. While giving permission for taking up the works, concerned departments may note that earthwork by engineering contractors will normally be done by machines except in a few isolated locations where the quantity of earth work is very less.

18. Railways shall make necessary correction in their future contract so that this JPO can also be enforced contractually.

19. In case of damages to OFC, RailTel should be paid 5/6th of the penalty recovered. RailTel shall raise demands on the S&T department in this regard.

20. All types of signaling & OHE bonds i.e. rail bond, cross bond and structure bond shall be restored by the contractor with a view to keep rail voltage low to ensure safety of personnel.

21. Above joint circular shall be applicable for construction as well as open line organization of Engineering, S&T and Electrical.

22. S&T cable and electrical cable route plan should be prepared by the concerned S&T and Electrical officers respectively and got approved as stipulated in para C-12 before undertaking the work. The completion cable route plan should be finalized block section by block section as soon as the work is completed.

23. All cable laying works shall be executed as per laid down technical specifications, such as protection measures/protective cover, compaction of refilled material etc.

Working near running line

1.3 1.3.1 The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz. earth work for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer for permission giving the type & no. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work/movement. The Railways/Employer/ Engineer or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flag men & supervisor and will give written permission giving names of road vehicle drivers, contractor's flag men and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

1.3.2 Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 meters from the centre of the nearest track. For working of machinery close to the running tracks or plying of road vehicles during night hours, the contractor shall apply to the Engineer in writing for permission, duly indicating the site details in a neat sketch and safety measures proposed to be taken. Subject to the approval of concerned Railway authorities, the Engineer or his authorized representative will communicate permission to the contractor/contractor's representative. The contractor and his men shall strictly adhere to the instructions given along with such permissions.

1.3.3 Nominated vehicles and drivers shall be utilized for work in the presence of at least one flag man and one supervisor certified for such work. In order to monitor the activities during night hours, additional staff may have to be posted based on the need of the individual site.

K-RIDE

1.3.4. The Contractor' machinery, equipment and vehicles shall normally operate 6 m clear of track. Any movement/work at less than 6m and upto a minimum of 3.5m clear of track centre, shall be carried out only in the presence of a person (including any railway employee) authorized by the Engineer. No part of the road vehicle shall be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Employer.

1.3.5 The Contractor's machinery and equipment like Cranes, Flash Butt Welders, Ballasting machinery, Compactors, Track Laying Systems etc. are required to operate close to the existing line carrying traffic. Contractor is fully responsible for operating these machineries without endangering the safety of the running line and traffic.

1.3.6 **Safety Fencing :** Before commencing any work close to the running track, the Contractor shall ensure safety fencing and obtain the specific permission of Engineer to commence the work in that stretch.

1.4 The contractor's special attention is drawn to Para 826 of Indian Railways Permanent Way Manual introduced under Advance Correction Slip no. 69 dated 23.05.2001, reproduced below which should invariably be complied with "826 Safe working of Contractors -- A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force.

The following measures should invariably be adopted:

(a) The contractor shall not start any work without the presence of Railway supervisor at site.

(b) Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/or Machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.

(c) The "look out and whistle" caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flag men/detonators shall be provided where necessary for protection of trains.

(d) The supervisors/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued

(e) The unloaded ballast/rails/sleepers/other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.

(f) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer.

K-RIDE

COMPETENCY CERTIFICATE

"Certified that Shri_____ P. Way supervisor of M/S_____has been examined regarding P. Way working on_____ work. His knowledge has been found satisfactory and he is capable of supervising the work safely.

_____

Authorized Representative / K RIDE

1.5. The work of formation in banks and cuttings throughout the length of doubling is adjacent to track under running traffic. Many of the bridges on the proposed double line are to be constructed either as extensions or just adjacent to the existing bridges under running traffic. The work of Installation of Track throughout the length of doubling is adjacent to track under running traffic. The work of Installation of Track and Signals in the Station yards including alterations to the existing Track and Signals has to be done adjacent to or in replacement of the existing Track and Signals which are under running traffic. The contractor shall ensure that the safety of the running lines and running traffic is not endangered, because of his work.

1.6. Any traffic/traction blocks, temporary speed restrictions and caution orders required in this connection shall also be got sanctioned from the Railway authorities well in advance, through the Engineer. The Railways may sanction the same for specific sites within the overall recovery time available in the Railway's time table. The contractor shall have to schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay/inconvenience/loss on this account shall be entertained by the Employer.

1.7 The contractor shall provide at site at his own cost, all protection measures including exhibition and lighting of all Temporary Engineering Signals as per Railway rules, instructions and norms. All lights provided by the contractor shall be screened so as not to interfere with any signal light on the Railways or with any traffic or signal lights of any local or other authority.

1.8. Ancillary and Temporary works

(a) 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 the Engineer.

K-RIDE

(b) The Contractor shall submit drawings, supporting design calculations 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 the sufficiency of such works.

(c) The contractor shall, at his own cost, design and provide any temporary arrangements including relieving/service girders required in connection with the above said works and remove the same, when no longer required. These arrangements shall conform to Railway norms. The contractor shall obtain all necessary approvals and sanctions of the concerned Railway authorities including Commissioner of Railway Safety through the Engineer/ Employer in advance and well in time.

(d) The contractor shall ensure and be entirely responsible for proper design, fabrication, provision and upkeep of all temporary arrangements and all associated activities so as not to endanger safety of any assets, running track, traffic and traveling public and for following all extent instructions, norms, practice and procedures laid down by Railway authorities in this respect, which may be ascertained from the Railways through the Engineer.

(e) If required, Railways may, in order to ensure the safety of the running track, post at site Regular Railway staff to watch the efficacy and safety of temporary arrangements and protection measures round the clock for the period the same exist in the running line and till the running line is restored back to normal. Railways may also supervise the insertion, maintenance and removal of the temporary arrangements. The cost of such staff shall be borne by the Employer.

(f) Notwithstanding the above, the contractor shall not, however, be relieved of his responsibility and obligation as aforesaid.

(g) Save as provided in Para 7 (e) above, the contractor shall bear the cost of complying with all safety requirements. No extra payment will be made for complying with the safety provisions under this chapter and the cost of all such elements to meet the safety requirements shall be deemed to be included in the Bill of Quantities.

1.9. The contractor remains fully responsible for ensuring safety. In case of any accident, the Contractor shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers.

1.10 Suitable barricading to forewarn road vehicle driver shall be provided by the contractor. The luminous tape, strung on bamboo or steel poles can be considered for such barricading. Barricading arrangement should be got approved by the Engineer.

1.11 Indemnity by Contractor

The Contractor shall indemnify and save harmless the Railway/Employer/Engineer from and against all actions, suit proceedings, losses, costs, damages, claims, and demands of every nature and description brought or recovered against the Railways/ Employer/Engineer by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

K-RIDE

1.12. Damage to Railway Property or Life or Private Property

The contractor shall be responsible for all risks to the works and for the trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives of persons or property of others from whatsoever cause in connection with the works until they are taken over by the Employer and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway/Employer/Engineer shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of Workmen's compensation act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid, by reason of any act, or any negligence or any omissions on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/Employer/Engineer may incur in reference thereto, shall be charged to the contractor. The Railway/Employer/Engineer shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expense shall not be called in question by the Contractor.

1.13. Safety of Public

(i) The Contractor shall be responsible to take all precautions to ensure the safety of the Public whether on Public or Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

(ii) The Contractor shall provide effective barricading using G.I. corrugated sheets around foundation pits, trenches, erection sites, demolition sites etc., to prevent accidents and injuries to the public. He shall erect barricading duly leaving safe passage for the movement of the public as per the directions of Engineer.

(iii) No payment will be made for providing such barricading and the rates quoted by the Contractor shall be inclusive of such safety measures.

1.14. Reporting of Accidents

A. The Contractor shall report to the Engineer details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer and the Employer immediately by the quickest available means.

1.15 Life-saving Appliances and First-aid Equipment: The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.

K-RIDE

1.16 Security Measure

(a) Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.

(b) Contractor's as well as Sub Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots and other safety/protection gadgets/accessories provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.

(c) All vehicles used by the contractor shall be clearly marked with the Contractor's name or identification mark.

(d) The contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not be limited to, maintenance of Law and Order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the works continuously throughout working and non-working periods including nights, Sundays and holidays, for the duration of the contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as proposed by contractor and approved by Engineer shall be provided.

(e) No separate payment will be made for providing security measures and will be deemed to be included in the rates quoted by the contractor.

1.17 Contractor will have to comply the instructions circulated for Safety on Worksites Specially Doubling Works being implemented on Indian Railways as per relevant letters and any subsequent instructions on this issue.

It is presumed that bidders have gone through the Indian Railway's policies including any subsequent instructions on this issue if any, before quoting the rates.

1.18 Ensuring Safety at work site

–Ensuring safety at work site while carrying out of doubling works is of paramount importance. Following measures must be ensured: -

1. Fencing as per specification laid down along the track at specified distance from centre line of existing track. The fencing should be maintained till the track is handed over to Railways. Accordingly, at locations where it has been broken/stolen away, the same should he restored expeditiously.
2. Contractors to ensure patrolling by Cycle/ Motor Cycle to prevent damage to fencing and to rectify as soon as it is detected.
3. In the stretch where new formation is likely to be used by unauthorized vehicles and likely to create potential unsafe condition, lifting barriers under lock & key

K-RIDE

at points where contractor's vehicles are required to enter should be provided and the same should be manned to allow entry to only contractor's vehicles and prevent entry of unauthorized vehicles.

4. Other likely entry points on the new formation must be suitably blocked by providing physical obstructions by stacking sleepers or by cross trenches or by erecting fence to prevent entry of unauthorized vehicles. Frequent check should be exercised to ensure that unauthorized vehicles do not ply.
5. Reducing number and length of such stretches by providing cross barricades should be done.
6. PMC should be advised to educate his supervisor for each stretch to ensure Safety who should be well conversant safety instructions and should see that the same are not violated. PMC has to be made accountable for lapses on the safety aspects.
7. Periodical formal counseling of all contractor's staff and PMC officials regarding safety instructions and review violations coming to light and taking appropriate action.
8. Counseling of drivers and operators of machinery regarding safety aspect during routine inspection of PMC officials contractors Engineers.
9. All the drivers/machine operators should have competency certificate issued by PMC after examining their knowledge about safety. Only authorized drivers can ply within 6.6 m of the existing track will have to be proposed as found necessary.
10. Necessary caution orders to Drivers of trains wherever required in terms of Railway Board's instructions/PCE circulars.
11. In case work is required to be carried out within 3.5 M of existing running line, K RIDE should be advised well in time and requested to provide look out men and Railway Supervisors for the site. At such locations close supervision must be ensured.

In terms of contract conditions, preventing entry of outsiders at the worksites is the responsibility of contractor and this has to be ensured.

1.19 Additional Conditions to Safety at Work Spot

To ensure safety at all the work sites all the time, a dedicated Safety officer duly trained as per the provisions of the contract shall be posted by the contractor for each project. Following works will in general be assigned to safety officer.

1. The Safety officer (in charge) shall be from the permanent rolls of the contractor. He will work under the administrative control of the Project Manager of the contractor.
2. The person from any sub-contractor deputed by the main contractor shall not be designated as Safety officer.
3. The Safety officer shall be overall in charge of the safety methods being undertaken at various work sites. He shall not be given any other task related to the project planning and execution.

K-RIDE

4. The Safety officer should be well versed with the safety aspects related to worksites in the vicinity of running railway lines and should impart training to the officials assisting him.
5. The Safety officer shall be given suitable means of transport (depending on the requirement) by the contractor to approach all the work sites frequently and ensure that adequate precautions to ensure safety have been taken. Following items shall be specifically done by the Safety officer.

a) Ensuring the provision of the safety fencing. Any shortfall shall be made good immediately.
b) Availability of suitable lookout men at each working site. The lookout men shall be in possession of hooters, safety helmet and retro-reflective jacket to warn the site engineer/supervisor and operators/drivers of the equipment's/vehicles working near the running track.
c) Arranging issuance of competency certificates by Employer/Engineer with the operator/driver of each equipment/vehicle before deputing for work.
d) Take assurance from the contractor officials at regular interval of complying with the safety instructions.
e) Any safety violation to be advised to all concerned and remedial action taken thereof.

6. The Safety officer will frequently counsel the contractor engineers/supervisors/ operators/drivers/lookout men about safety provisions during his day to day inspections and keep a record of the same. The Safety officer will prepare a monthly report of the safety inspections carried out and remedial action taken thereof and send it to the Project Manager of the contractor and the employer/engineer.
7. The contractor should open new sites only after discussing the safety measures to be undertaken with his Safety officer and obtaining the permission from Employer/ Engineer.
8. It shall be the duty of the Project Manager and Safety officer of the contractor that the instructions contained in the agreement related to safety and the same issued by the Railway/Employer/Engineer from time to time are strictly complied with.

Based on the above, it is advised that a thorough review of the safety provisions may be undertaken and it should be ensured that competent safety officers are available at all the work spots.

2. LABOUR :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

K-RIDE

3. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. 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, regulations or notifications including amendments. 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, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer 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.

4. PROTECTION OF ENVIRONMENT:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

K-RIDE

5. CLAIMS, DISPUTES AND ARBITRATION

5.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary

records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 45 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and

(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 45 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Engineer shall proceed in accordance with Sub-Clause: [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause: [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

5.2 Amicable Settlement

In case any dispute between the Engineer and the Contractor for which claim has already been made by the contractor, remains unresolved, the Contractor shall, then, give notice of dissatisfaction and intention to commence arbitration to the Employer duly specifying the subject of the dispute or difference as also the amount of claim item wise. The Parties shall make attempts to settle the dispute amicably before the commencement of arbitration as per procedure by K-RIDE. However, unless both Parties agree otherwise, demand for arbitration may be made by the contractor after ninety days from the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.

Procedure for Amicable Settlement in contracts

1. Amicable Settlement Committee at senior management level shall make an attempt to resolve the issues/disputes within 90 days of request by the contractor.

2. The committee shall comprise of the following:-
   (i) GM /K-RIDE directly in-charge of the project;
   (ii) Concerned finance officer, and
   (iii) GM /K-RIDE (in the same order) directly in-charge of the project of other discipline(s) in case the issues involve other discipline(s) of the engineering

3. Whenever the contractor submits a request for amicable settlement, MD/K-RIDE should forward the same to concerned GM /K-RIDE (in the same order) directly in-charge of the project. GM /K-RIDE on receipt of the same shall issue a note to the concerned finance officer and concerned GM/K-RIDE of other discipline in case the issues involved other discipline(s) of engineering, about the request for amicable settlement to be dealt by them and fix a date in consultation with them for a hearing. The date should then be communicated to the MD/K-RIDE, GM/ /K-RIDE of other department (if the issues involved their department) and contractor for presenting their case before the Amicable Settlement Committee.

4. This being an additional workload like arbitration, the Committee members shall be paid fee by K-RIDE at the rates payable to the Arbitrators of K-RIDE.

5.3 Arbitration

Any dispute, in respect of which amicable settlement has not been reached, arising between the Employer and the Domestic or Foreign Contractor related to any matter arising out of or connected with this contract, then the contractor shall be entitled to demand in writing that the dispute or difference be referred to arbitration.

Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under GCC 4.2 but could not be settled, shall be referred to arbitration subject to the condition that cumulative amount of claims in the contract is not exceeding 20% of the contract price. In case the cumulative amount of claims exceeds 20% of the contract price, arbitration clause will not be applicable.

The Arbitration proceedings shall commence from the day, a written and duly quantified demand for arbitration is received by Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bangalore /K-RIDE).

The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under.

5.3.1 Number of Arbitrators: The arbitral tribunal shall consist of three arbitrators.

K-RIDE

5.3.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

(a) The Contractor, while invoking demand for arbitration, shall submit to MD/K-RIDE, claims duly quantified along with name and contact details of his nominee arbitrator. Thereafter, the Employer will nominate his nominee arbitrator within a period of 30 days from receipt of such demand from the Contractor and will issue letter of appointment to both the arbitrators appointed by the parties with a copy to the Contractor.

(b) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon consensus within a period of 30 days from the appointment of the Arbitrators subsequently appointed, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bangalore.

(c) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the concerned GM/K-RIDE fails to act without undue delay, the MD/K-RIDE shall appoint new arbitrator/arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (b) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

5.3.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 4.3.2 above): The contract being of specialized nature requiring knowledge and experience of dealing with construction contracts, the arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a working/retired officer (not below E-9 grade and above in a PSU with which K-RIDE has no business relationship) of any discipline of Engineering or Accounts/Finance department, having experience in Contract Management of construction contracts; or

a retired officer (retired not below the HAG level) of any Engineering/Accounts Services of Central Government, having experience in Contract Management of construction contracts; or a retired officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-9 grade in K-RIDE or a PSU with which K-RIDE has a business relationship) of any Engineering discipline or Accounts department, having experience in Contract Management of construction contracts.

5.3.4 No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator. In case any person having the qualification and experience other than that mentioned above is nominated as arbitrator, the arbitration clause shall cease to exist and shall not be applicable.

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No new claim, except as otherwise mutually agreed by the Parties, shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

5.3.5 Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during amicable settlement.

5.3.6 The reference to arbitration may proceed, notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by the reason of the arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the Works, nor shall payment to the Contractor be withheld on account of such proceedings

5.3.7 If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

5.3.8 Arbitration proceedings shall be held at Bangalore, India or at a place where GM(CIVIL)/**K-RIDE**'s (dealing the contract) office is located, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

5.3.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based.

5.3.10 Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

5.3.11 Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

5.3.12 The fees and other charges of the conciliator/arbitrators shall be as per the fee structure fixed by the employer as amended from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the parties or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

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5.3.13 Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceeding.

5.3.14 Excepted matters:

The following are the list of excepted matters in arbitration.

a. Assistance by Employer for the Stores to be obtained by the Contractor.

b. Illegal Gratification.

c. Meaning and intent of specifications and Drawings.

d. Rates for Non-tendered items of works.

e. Signing of "No claim Certificate"

f. Measurement of works.

g. Provisions of Payment of Wages Act.

h. Provisions of Contract labour (Regulation and Abolition) Act, 1970.

i. Provisions of Workmen's Compensation Act.

j. Provisions of Mines Act.

k. Right of Employer to determine the contract

l. Payment on determination of contract by Employer.

6. JURISDICTION OF COURTS

The Contract Agreement shall be subject to exclusive jurisdiction of Courts as indicated in the Contract Data.

7. If K-RIDE wishes to engage third party consultants for quality control assessment, apart from the K-RIDE quality control and field tests, the contractor should co-operate with both Quality control authorities and the third party.

8. Defect liability period will be ONE Year from the date of commercial operations of the Section/Corridor.

9. Royalty Charges shall be recovered as per the prevailing rates by the Department of Mines & Geology, if not paid by the contractor.

a. As per GO No. CD/300/ LET/ 2006: Dated 18-12-2007, 1% cess will be deducted from the bill as per labour welfare act.

b. All the works are to be carried out as per the Standard specification Issued from time to time.

K-RIDE

SECTION – 6

CONTRACT DATA

INDEX

Table of Contents

SL NO.	DESCRIPTION	PAGE NO.
1	MILE STONE DATES	113- 115
2	INSURANCE REQUIREMENT	
3	PRICE ADJUSTMENT	

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
• The Methodology and Program of Construction	(25 of GCC)
• Site Investigation Reports	(14 of GCC)
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	(3.3 of ITT, 25 GCC)
The Employer is: Name: K-RIDE Address: K-RIDE, Bangalore	(1.1 of GCC)
Name of authorized Representative:	**K-RIDE**

NAME OF WORK: **Yesvantpur - Channasandra and Baiyyappanahalli – Hosur Doubling Project – Flash Butt Welding of new/second hand 60kg/52kg/260R rails (90 UTS/72 UTS) Rails /Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welded joints.**

Tender No: KRIDE/2023-24/OW/WORK_INDENT11 **Date 03.10.2023**

Description of Work:

(1) Flash Butt Welding

LOA may be considered as notice to proceed. [1.1 of GCC]

The Intended Completion Date for the whole of the Works is **18 MONTHS INCLUDING MONSOON** with the following milestones

MILESTONES:

Programme chart of the important activity is given as under. The works are to be completed as per the programme chart given as under

SL.No	Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
		YESHVANTHPUR – HOSUR																	
1	Flash Butt Welding	←																	→

ii) The Defect Liability period is One year.

Insurance requirement is as below.

Sl No.	Type of Cover	Minimum cover for Insurance[36]
(i)	Works and Plant and materials	The sum stated in the Agreement
(ii)	Loss or Theft or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	The Contractor to take appropriate policy in accordance with the statutory requirements applicable to Karnataka.
	(b) for Contractor's employees or labour	

PRICE ADJUSTMENT:

CHANGE IN COSTS - PRICE ADJUSTMENT

PRICE ADJUSTMENT CLAUSE FOR WORKS CONTRACTS: Refer Particular Conditions of Contract, Clause: Price Adjustment Clause

Liquidated Damages:

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also. that the total amount of liquidated damages under this condition shall not exceed 10% of the contract value or of the total value of the item or groups of items of work for which a separated distinct completion period is specified in the contract.

S.No.	Damage & Delay	Rate of Penalty
(i)	For delay in achieving physical/Financial target as per the agreed programme	0.01% of contract value for each week or part of the week

S.No.	Duration of extension of time under Clause 26.8 of PCC	Rate of Penalty
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 26.5/26.6 of PCC	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 26.5/26.6 of PCC	0.20% of contract value for each week or part of the week
(i)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 26.5/26.6 of PCC	0.30% of contract value for each week or part of the week
(ii)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 26.5/26.6 of PCC	0.50% of contract value for each week or part of the week

Provided further, that if the employer is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the employer shall be entitled without prejudice to any other right or remedy available in that behalf.

The amounts of the advance payment are: [GCC 42]

Nature of Advance	Amount Rs.
Mobilization	NOT APPLICABLE IN THE TENDER

(The advance payment will be paid to the contractor no later than 30 days after fulfillment of the above condition.)

Repayment of advance payment for mobilization:

The recovery of the Mobilization and Plant and Machinery Advances shall be made from each bill in equal monthly instalments commencing after 15% of contract value is billed and recovery to be completed within 85% of the contract value and the recovery shall be made at the rate 10% of the amount the Interim payment certificate until such time as loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The contractor has contravened Sub-clause 7.1 and Clause 9 of Condition of contract.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the works shall be **30%** [GCC 50.1]

Jurisdiction of Courts:
Jurisdiction of Courts is Bengaluru, Karnataka

SECTION-7

PARTICULAR CONDITIONS OF CONTRACT (PCC)

INDEX

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K-RIDE

PARTICULAR CONDITIONS OF CONTRACT (PCC)

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

CC/SCC REFERANCE CLAUSE	DESCRIPTION
Clause-1/CC Definitions	**The following paras are added to the Existing CC Clauses.** "**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. **"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. **"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. **"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. **"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 Bill of Quantities, data, lists, and schedules of rates and/or prices. **"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. "**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** **"Party"** means the Employer or the Contractor, as the context requires. **"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

K-RIDE

	management as per the discretion of the Employer. **"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. **"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. **"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. **"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. **"Base Date"** means the date 28 days prior to the deadline for submission of bids. **"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. **"Day"** means any (working or non-working) calendar day from 00:00 hrs. to 24:00 hrs. **"Time** Periods" Any reference to time period commencing "from" the specified day or date "till" or "until" a specified day shall include both such days. Any reference to **"Time"** shall be according to Indian Standard Time (IST). **Money and Payments** **"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 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). **"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. **"Final Statement"** means the statement defined in Sub-Clause 37.12 [Application for Final Payment Certificate]. **"Foreign Currency"** means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

K-RIDE

	"Local Currency" means the currency in Indian Rupees. "**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 **Works and Goods** **"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. **"Goods"** means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate. **"Permanent Works"** means the permanent works to be executed by the Contractor under the Contract. **"Section**" means a part of the Works specified in the Contract Data as a Section (if any). **"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. **Other Definitions** **"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. **"Country**" means India, the country in which the Site (or most of it) is located, where the Permanent Works are to be executed. **"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. **"Laws"** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority. **"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. **"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. **"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

K-RIDE

	Indian Railways and the respective Zonal Railway
Clause-1/CC	**The following paras are added to the Existing CC Clauses.** **Employers 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 Bangalore – 560010 Tele: +91 6364890811, 6364894850 **Employers Representative and address:** General Manager/Civil /Projects / K-RIDE, K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited) #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajaji Nagar 1st Block Bangalore – 560010 Tele: +91 6364890811, 6364894850 E – Mail: praveen.kumar.kride@ka.gov.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 "bidding 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: 1. Contract Agreement (if any), 2. Letter of Acceptance, notice to proceed to works, 3. Letter of bid/Contractor tender, 4. Addendum/Corrigendum including Reply to pre bid queries, 5. Schedules (including Priced Bill of Quantities), 6. Particular Conditions of Contract,

K-RIDE

	7. Conditions of Contract/SCC and Contract Data 8. Works/Employer's Requirements, 9. Technical Specifications, 10. Drawings, 11. any other documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Engineer shall issue necessary clarification or instruction.
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	**The following paras are added to the Existing CC Clauses.** **7.1 Definition of nominated Subcontractor** In the Contract, "nominated 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], instructs the Contractor to employ as a Subcontractor. **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

K-RIDE

	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. 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

K-RIDE

	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 by it 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.

K RIDE

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.

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 sub-paragraph (b) of Sub-Clause 34.5/PCC [Provisional Sums], 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 retention or otherwise.

K-RIDE

	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.
Clause11/CC	**The following paras are added to the Existing CC Clauses.** **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 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,

K-RIDE

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

Clause 11 of CC and clause 38 of CC are substituted with clause 11.3 of PCC as below:

The risks referred to herein below, in so far 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

K-RIDE

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:

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 Engineer and shall be entitled subject to Sub-Clause 4.1/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 Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine these matters.

11.5 Intellectual and Industrial Property Rights

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, 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:

K-RIDE

(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.

11.6 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.

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).

K-RIDE

	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.
Clause 13/CC	**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 effected 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. **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.

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 4.1/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

K-RIDE

	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: 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

K-RIDE

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

K-RIDE

	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
Clause- 22/CC. Right of Access to the Site	**The following para is added to the existing CC clause:** The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession 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 shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received. If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession 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 or new rates. Right of access to the work site will be provided to the successful Contractor. A minimum corridor of 9m will be available. The Contractor to note this while making Launching plans. 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

K RIDE

	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 to a maximum of 9m width (LHS+RHS) shall be permitted 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 right of access to, and/ or possession of the site progressively for the completion of works. The contractor will draw/ modify the schedule for completion of work according to progressive possession/ right of such sites.
Clause 25 of CC	**The following paras are added to the Existing CC Clauses.** **25.3 Programme** The Contractor shall submit a detailed time programme to the Engineer 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 should submitted program chart and the soft copy to the Engineer in –charge. 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 Engineer, 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 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.

K-RIDE

	The Contractor shall promptly give notice to the Engineer 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 Engineer 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 34.3/PCC [Variation Procedure]. If, at any time, the Engineer 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 Engineer within 15 days in accordance with this Sub-Clause.
Clause 26 of CC	**The following paras are added to the Existing CC Clauses.** **26.3 Commencement of Works** The Engineer shall give the Contractor not less than 7 days' notice of the 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 4.1/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) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 34.3/PCC [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract, b) a cause of delay giving an entitlement to extension of time under a Sub-

K-RIDE

Clause of these Conditions,

c) exceptionally adverse climatic conditions,

d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

e) 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 Engineer in accordance with Sub-Clause 4.1/SCC [Contractor's Claims]. When determining each extension of time under Sub-Clause 4.1/SCC the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

26.6 Delays Caused by Authorities

If the following conditions apply, namely:

(a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,

(b) these authorities delay or disrupt the Contractor's work, and

(c) the delay or disruption was Unforeseeable,

then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 26.5/PCC [Extension of Time for Completion].

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 will 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 Engineer may instruct the Contractor to submit, under Sub-Clause 25.3/PCC [Programme], 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 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

K-RIDE

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 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 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.

The 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 26.12 of PCC shall not apply.

K-RIDE

	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 4.1/SCC [Contractor's Claims] to 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], 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]. Engineer'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 Deleted** **26.12 Prolonged Suspension** If the suspension under Sub-Clause 26.9/PCC [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, 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. **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. 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 Deleted**
Clause-30/CC	**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 New-Clause 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

K RIDE

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.

Contractor's Obligations: 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 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 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.

K-RIDE

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 Engineer or the Contractor 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.

(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 **63** (sixty-three) days prior to undertaking such works which require the approval of Commissioner of Railway Safety (CRS) and furnish draft documentation to the Engineer.

K-RIDE

	(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 freight train operations to Railway after certification by the authorized person of Zonal Railway. The Contractor shall be responsible for maintaining the facilities ensuring safety of operations as per specifications.
Clause 34/CC	**The following paras are replaced to the Existing CC Clause 34.** **VARIATIONS AND ADJUSTMENTS.** **34.1 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 by each variation till the price does not exceed 50% of the agreement value as specified in LOA/Original agreement**. For variation beyond the above the contractor shall be bound to execute, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that the Contractor cannot readily obtain the Goods required for the Variation. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction. Each Variation may include: (a) changes to the quantities of any item of work included in the Contract, (b) changes to the quality and other characteristics of any item of work, (c) changes to the levels, positions and/or dimensions of any part of the Works, (d) omission of any work unless it is to be carried out by others, (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or (f) changes to the sequence or timing of the execution of the Works. The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation **34.2 Value Engineering** The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be

K-RIDE

of benefit to the Employer.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 34.3/PCC [Variation Procedure].

If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

(a) the Contractor shall design this part,

(b) sub-paragraphs (a) to (d) of New-Clause 4.1/PCC [Contractor's General Obligations] shall apply, and

(c) if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with New-Clause 3.5/PCC [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:

(i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 34.7/PCC [Adjustments for Changes in Legislation] and Sub-Clause PVC/Contract Data [Adjustments for Changes in Cost], and

(ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

However, if amount (i) is less than amount (ii), there shall not be a fee.

34.3 Variation Procedure

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

(a) a description of the proposed work to be performed and a programme for its execution,

(b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 25.3/PCC [Programme] and to the Time for Completion, and

(c) the evaluation of the Variation shall be as specified in New-Clause 35/PCC [Payment for Variation].

The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 34.2/PCC [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge

K-RIDE

receipt.

Each Variation shall be evaluated in accordance with New-Clause 7 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

34.4 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

34.5 Provisional Sums

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

(a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 34.3/PCC [Variation Procedure]; and/or

(b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 7 [Nominated Subcontractors]) or otherwise; and for which these shall be included in the Contract Price:

(i) the actual amounts paid (or due to be paid) by the Contractor, and

(ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation

34.6 Day work

For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

Except for any items for which the Daywork Schedule specifies that payment is not

K-RIDE

due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

(a) the names, occupations and time of Contractor's Personnel,

(b) the identification, type and time of Contractor's Equipment and Temporary Works, and

(c) the quantities and types of Plant and Materials used.

One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 37.1/PCC [Application for Interim Payment Certificates]

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 4.1/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 [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 Engineer shall proceed in accordance with New-Clause 3.5 (determination) to agree or determine these matters without waiting for Contractor's / Employer's Notice.

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.

K-RIDE

Clause 35/CC	**The clause 35 of CC is substituted with following paras.** **Payment for Variations.** **A. Variation in the Bill of Quantities** i) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items/group of items may have to be altered, added or omitted. 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, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities. ii) Such variations shall be paid as follows: a) Payment for the increase in the quantities of an item in the BOQ upto 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor, except in the case of foundation. b) In case of foundation work, no variation limit applies and Contractor shall carryout the Work, at rates stipulated in the Contract irrespective of any variation. c) For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the reasonable rate derive from the details mentioned in para no. C (applicable for the area of work and current at the time of variations), plus-minus the overall percentage of the original tendered rates over the current schedule of rates prevalent at the time of contract. [**As far as SOR (CPWD/USSSOR) items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. The new rate for an individual SOR item in excess of 125% of the tendered quantity will be applicable if the particular SOR Schedule also exceeds 125% of the Schedule value. However, in case of Non Scheduled items, the limit of 25% would apply on individual items**]. d) If there is no rate for the additional, substituted, or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of Contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current the current schedule of Rates prevalent at the time of award of Contract. e) If the rate for additional, substituted or altered items of works cannot be determined either as at **(a), (c) or (d)** above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, with 7 days. f) If the Contractor's quotation is determined unreasonable, the Employer may order

the Variation and make a change to the Contract Price which shall be based on the Employer's own forecast of the effects of the Variation on the Contractor's costs.

g). Under no circumstances the contractor shall suspend the work on the plea of non- settlement of rates for items falling under this clause

B. Procedure for the operation of new items/ variations

The following procedure is to be followed in dealing with the proposal for variation in contractual quantity and/or new items.

a. If any item of work that is not provided for in the BOQ or in case of variation in BOQ Quantity is to be operated, the contractor shall take instructions in writing from the Engineer as per the relevant clause specified in the conditions of the contract on variations.

b. The contractor on receipt of the instructions shall submit a proposal with the details as specified in the Contract including the proposed rates for the items and proper analysis for the same. (New items and beyond 125% of individual items in case of variation).

C. Rate for variations and new items

General principle to be added shall be, in case of relevant LAR is available it should be considered. In the absence of relevant LAR, SOR rates. / analysis mentioned as per SOR to be followed.

The rate for new items or variations beyond 125% may be derived from the latest reasonable rates of following sequence:

KRIDE LAR.
SWR LAR.
BMRCL LAR.
SOR of KPWD/KPTCL.
USSOR Railways.
SOR of CPWD.

In the absence/Conflict of above (LAR/SOR) rate may be derived as below:

a. Cost of materials at current market price, as may be actually utilized in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.

b. Cost of enabling works, if any, (Unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus the

K RIDE

	salvage value of serviceable material released after completion of work and cost of material released as scrap. **c.** Cost of labor actually used at the site of work at rated under payment of minimum wages Act for the area of work for each category o workers, further enhanced by a percentage of 10% of the aforesaid rates to account for labor not directly utilized at the site and other ancillary and incidental expenses on labor. **d.** Hire charges for Plant and Machinery, scaffolding, shuttering, forms, etc requires to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose. **e.** An amount of 10% of items a, b, c & d above to allow for the Contractor's overhead and profit. This percentage shall also apply to the estimated cost of Materials supplied free to the contractor. **f.** All taxes as applicable on above.
Clause 37/CC	**The clause 37 of CC is replaced with the following.** **Payments.** **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 retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data;

(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 4.1/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), (e) 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 upto 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

K-RIDE

non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 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, the Engineer shall within two days after receiving a statement and supporting documents (including Contractor's certificate in terms of Sub-Clause 1.22/SCC, issue to the Employer a provisional interim payment certificate which shall state the amount which the Engineer determines to be due after preliminary check as per K-RIDE's procedure order. After this the Engineer shall, within 28 days after receiving a statement and supporting documents, issue to the employer an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with supporting particulars.

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 retention 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.

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 42 days after issuing the Letter of Acceptance or within 21 days 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) After preliminary scrutiny and certifications by the Engineer, payment of 70% of the certified net payment due (after recoveries and deductions), shall be made by

K-RIDE

the Employer within 10 days of receiving a statement and supporting documents by 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, Project Director should issue a written warning to him to the effect that the facility of 70% payment without detailed check will be withdrawn in future. If the contractor repeats the misconduct this facility should be withdrawn.

(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, direct payment to individual JV partners shall be made on joint certification (about the net amounts payable to individual partners) by the authorized representative of the JV and concerned respective authorized representative of individual JV partners, after making requisite recoveries/deductions from the gross payment. In case of any dispute regarding the net amounts payable to individual partners, the Engineer shall decide the same on the basis of the execution of items of works under Schedules/Bills indicated in the JV agreement as the responsibility of execution of each JV partner. Payment to individual JV partners shall be treated as payment made to the JV. 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 DELETED.

37.7 DELETED

37.8 DELETED

37.9 DELETED

37.10 DELETED

37.11 Statement at Completion

Within 84 days after receiving the Taking-Over Certificate for the Works, the

Contractor shall submit to the 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 Engineer, with supporting documents showing in detail in a form approved by the 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 4.SCC [Obtaining Dispute Board's Decision] or Sub-Clause 4.2/SCC [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

K-RIDE

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.

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 also

(b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 37.11/PCC [Statement at Completion].

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).

37.17 Tax Deduction at Source: Tax deductions will be made at source as per statutory

K-RIDE

requirement from every payment made to the Contractor at rates notified from time to time.

i. **Income tax deduction:** Income Tax 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

37.18 Production of Vouchers

a. The Contractor shall, whenever required by the 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.

37.19 Withholding 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 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 favour 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	**The clause 38 of CC is substituted with the following para.** **38.1 Compensation Event:** The risks referred to in Sub-Clause 11.4/PCC below, in so far 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

K-RIDE

	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, (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible.
Clause-40/CC	**The following paras are added to the Existing CC Clauses.** **CONTRACT PRICE** **40.1 The Contract Price** Unless otherwise stated in the Special Conditions of Contract: (a) the Contract Price shall be agreed or determined under Clause 35/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 Bill of Quantities 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 (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.

K-RIDE

	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 Central & State taxes (except GST), duties, cess, levies will not be considered as change in Law. Any risk of change in rate of existing Central and State Taxes (except GST), duties, cess, levies lies with and shall be borne by the Contractor.
Clause 42/CC	**The following paras are added to the Existing 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. 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;

K RIDE

Mobilisation Advance	Instalments
As per request of the Contractor subject to a maximum of 5%	Two Equal

Timing of Mobilization Advance Payment: First Installment within 21 (Twenty-one) days from the date of receipt of Bank guarantee acceptable to Employer.

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. This shall be released within 21 days from the date of receipt of Bank guarantee acceptable to the Employer.

Interest on Advance Payment: At the rate of SBI MCLR+2% simple 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 the invoices received. 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 (Rs. One million) per unit: Not to be considered

The total advance for Plant and Machinery shall be limited to 5% of the Contract Price and will carry an interest rate of SBI MCLR +2% simple interest per annum on reducing balances. 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 2(e) of RBI Act 1934 read with Second Schedule. All bank Guarantees should be payable in Bangalore at the designated branch.

The Contractor should give an Undertaking that “No advance/loan has been taken against the subject plant & machinery from any other individual/financial institution/ organisation 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.

K-RIDE

	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 favour 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 contractor should ensure that in the case of "Machinery and Equipment Advance" insurance and hypothecation in favour of the Employer should be done. The contractor should submit the proof of document related to Insurance and Hypothecation to the Engineer who will certify that the insurance and hypothecation to the Employer has been done in proper manner. Employer shall be the sole custodian of the entire plant and machinery whenever the advance amount is given to the contractor and the same shall remain in the custody of Employer, 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. 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

K-RIDE

and shall give an undertaking in writing to that effect in favour of Employer.

b) Shall not sell or alienate any part/portion of machinery and equipment without the consent of Employer.

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.

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 retention) 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 mobilisation advance in part or in full as demanded by the

K-RIDE

	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 Mobilization advance.
Clause 46/CC	**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 (i) 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

K-RIDE

completed works shall be taken over by the Zonal Railway with the procedure specified by the Engineer.

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 4.1/SCC [Contractor's Claims] to 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 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 4.1/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	**The following paras are added to the existing CC Clauses.**

K-RIDE

TERMINATION BY EMPLOYER

49.6 Notice to Correct

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 Engineer/ 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 Engineers/Employer persistently or

(vi) comply any provision of the contract or

(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

K-RIDE

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

K-RIDE

49.6/PCC [Notice to Correct],

(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

(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 favour or disfavour 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 (c). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination

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 ex parte 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.

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

K-RIDE

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 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, retentions, and setoff.

C. Deleted.

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 materials have 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 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.

K-RIDE

	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	**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 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

K-RIDE

	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 may be 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**

K-RIDE

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 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 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.

K-RIDE

(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 Personnel as stated in the Specification.

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 authority.

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

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

K-RIDE

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.

1.8 Contractor'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

K RIDE

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.

The Contractor shall not employ any retired government Gazetted officer, who has either not completed one year after the date of retirement, or has not obtained permission to employment with the Contractor

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.

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 (7) days 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. If appropriate, the Contractor shall then 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 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 Engineer, 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,

K-RIDE

and to preserve peace and protection of persons and property on and near the Site

1.12 Foreign Personnel

The Contractor may bring in to 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

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

K-RIDE

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/ updation 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

K-RIDE

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.

While processing payment of any 'Interim Payment Certificate' or 'Final Payment Certificate' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in EPFO potal till ____Month, ____Year."

Clause Price adjustment/ Contract data

1 PRICE VARIATION CLAUSE (PVC):

Price Variation clause (PVC) shall be applicable in the instant tender (as the advertised value is above Rs. 02 crores). Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e shall be excluded from the gross value of the work for the purpose of price variation).

a. Material supplied by KRIDE/Railway to the Contracts, either free or at fixed rate
b. Any extra item(s) included in subsequent variation falling outside the purview of the Bills (s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and " Base Month" has been specially agreed, while fixing the rates of such extra item(s).

Clause 46A. 6 Part II of GCC shall be read a under:

SN	Classification / Components		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B,3B,4B,5B ,6B 8B &	1C, 3C. 4C,	3D,4D,5D,6D, 8D &9D	3E, 4E, 5E, 6E, 8E & 9E
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	Lc	20	25	30	20	50	20	20	0	0	10	25
3	Steel	Sc	0	0	0	0	0	0	0	85	0	50	0

K-RIDE

4	Cement	C_C	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM_C	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F_C	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M_C	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E_C	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation

The classification mentioned in the table above represents following type of item(s) in the work(s)-

1. **Earthwork in Formation**

   1A All item(s) excluding 1B or/and 1C.
   1B Item(s) for supply of steel.
   1C Item(s) for supply of Cement.

2. **Ballast supply Works**

3. **Tunnelling Works (Without Explosives)**

   3A All Item(s) excluding 3B or /and 3C or/and 3D or/and 3E.
   3B Item(s) for supply of Steel.
   3C Item(s) for supply of Cement or/and Grout.
   3D Items(s) for Fabrication & Erection of Structures including supply of Steel.
   3E Item(s) for Fabrications & Erection of Structures excluding supply if Steel.

4. **Tunnelling works (With explosives)**

   4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E.
   4B Item(s) for supply of Steel.
   4C Item(s) for supply of Cement or/and Grout.
   4D Item(s) for Fabrication & Erection of Structures including supply of Steel.
   4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

K-RIDE

5. Building Works.

5A All item(s) excluding 5B or/and 5C or/and 5D or/and 5E
5B Item(s) for supply of Steel.
5C Item(s) for supply Cement.
5D Item(s) for Fabrication & Erection of Structures including supply of Steel.
5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6. Bridges & Protection work.

6A All item(s) excluding 6B or/and 6C or/and 6D or/and 6E.
6B Item(s) for Supply of Steel.
6C Item(s) for supply of Cement.
6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including sup of Steel.
6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel.

7. Permanent Way linking

8. Platform, Passenger Amenities

8A All item(s) excluding 8B or/and 8C or/and 8D or/and 8E.
8B Item(s) for supply of Steel item/fittings.
8C Item(s) for supply of Cement Item.
8B Item(s) for Fabrication & Erection of Structure including supply of Steel.
8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

9. Any other works not covered in Classification 1 to 8

9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E.
9B Item(s) for supply of Steel.
9C Item(s) for supply of Cement or/and Grout.
9D Item(s) for Fabrication & Erection of Structures including supply of Steel.
9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

K. Clause 46A.7 Formulae, Part II of FCC shall be read as under:

Formulae: The Amount of Variation in prices in various components (labour, material etc. shall be worked out by the following formulae:

(i). $L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$

(ii). $M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$

K RIDE

(iii). $F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$

(iv). $E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$

(v). $PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$

(vi). $S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$

(vii) $C = \frac{(W \text{ or } W_c) \times (C_Q - C_B) \times C_C}{C_B \times 100}$

Where,

L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel E Amount of price variation in Explosives
PM	Amount of price variation in Manufacture of machinery for mining, Quarrying and Construction
S	Amount of price variation in Steel
C	Amount of price variation in Cement
T	Amount of price variation in Concreting
R	Amount of price variation in Ferrous Items
N	Amount of price variation in Non-Ferrous Items
Z	Amount of price variation in Zinc
I	Amount of price variation in Insulator
Lc	% of Labour Component
Mc	% of Material Component
Fc	% of Fuel Component
EC	% of Explosive Component
PMC	% of Manufacture of machinery for mining, Quarrying and Construction

K-RIDE

		Component
	Tc	% of Concreting Component
	Rc	% of Ferrous Component
	Nc	% of Non-Ferrous Component
	Zc	% of Zinc Component
	W	Gross value of work done by Contractor as per on-account bill(s) excluding cost of materials supplied by Railway at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any, to be made to the consultants engaged by Contractors (such payment shall be indicated in the Contractor's offer)
	Lb	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period.
	Lq	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
	Mb	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
	Mq	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
	Fb	Wholesale Price Index for the group Fuel & Power as published in the R.B.I. Bulletin for the base period
	Fq	Index Number of Wholesale Price Index – By Groups and Sub-Groups for the group Fuel & Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
	Eb	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g).Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period. EQ Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g).Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry,

K-RIDE

		Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
	PM	Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
	PMQ	Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
	Sw	Gross value of steel supplied by the Contractor as per the 'on-account' bill for the month under consideration
	Sb	Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the base period.
	Sq	Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the average price index of the 3 months of the quarter under consideration.
	Cv	Value of Cement supplied by Contractor as per on account bill in the quarter under consideration.
	Cb	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period.
	Cq	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.
	Cs	RBI wholesale price index for Cement, Lime & Plaster for the month which is six months prior to date of casting of foundation.
	Co	RBI wholesale price index for Cement, Lime & Plaster for the month which is one month prior to date of opening of tender.

K RIDE

	Rt IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material. Ro IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender. PT IEEMA price index for Copper wire bar for the month which is two months prior to date of inspection of material. PO IEEMA price index for Copper wire bar for the month which is one month prior to date of opening of tender. ZT IEEMA price index for Zinc for the month which is two months prior to date of inspection of material ZO IEEMA price index for Zinc for the month which is one month prior to date of opening of tender It RBI wholesale price index for the sub-group "other Portland and Ceramic product" for the month which is two months prior to date of inspection of material Io RBI wholesale price index for the sub-group "other Portland and Ceramic product" for the month which is one month prior to date of opening of tender 46A. 8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available. 46A.9: Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Category of Steel Supplied in Railway Work	Category of Steel Items as mentioned in Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP).
1.	Reinforcement bars and other rounds	'MS Bright Bars' individual commodity of group item (d) Mild Steel-Long Productsunder (N) MANUFACTURE OF BASIC METAL.

K-RIDE

2.	All types and sizes of angles, channels and joists	'Angles, Channels, Sections, Steel' individual commodity of group item (d) Mild Steel- Long Products under (N) MANUFACTURE OF BASIC METAL.
3.	All types and sizes of plates	'e. Mild Steel – Flat Products' of (N) MANUFACTURER OF BASIC METAL.
4.	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under SL 1, 2 & 3 above

(A) 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

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

K-RIDE

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 favourable 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:

c. 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. **d.** 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
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	**Delayed Drawings or Instructions** The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late. If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Clause 4.1/SCC of contract conditions [Contractor's Claims] to:

K-RIDE

	(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. However, if and to the extent that the Engineer'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, Cost or profit.
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.
New Clause-1.6	**Confidential Details**

K-RIDE

	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

K-RIDE

	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 (e) 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 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-2.1	**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 shall 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.

K-RIDE

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 6.3[/PCC Extension of Defects Notification Period]. 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'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,

K-RIDE

	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 34.3 -Variation Procedure: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 34.1 or 34.2. f) Sub-Clause 34.4 -Payment in applicable Currencies: Specifying the amount payable in each of the applicable currencies for a Variation. g) Clause 4.1/SCC: Contractor Claims for extension of time and/or additional payment. h) DELETED i) 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. i) 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. j) Clause7/PCC regarding deployment of Sub-Contractors.
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

K RIDE

	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.

K-RIDE

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 4/SCC [Claims, Disputes and Arbitration].
	4.THE CONTRACTOR
New Clause-4.1	**Contractor's General Obligations** 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 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

K-RIDE

	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

K RIDE

	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.
New Clause-4.6	**Access for Engineer** The Contractor shall allow at all times the 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 sub contracts 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

K RIDE

	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 effected 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. 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

K-RIDE

	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 /

K-RIDE

	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 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 Engineer in accordance with the Contract within a reasonable time, the Engineer 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 Engineer decides, be it single Tender or limited Tender or open Tender or on entrustment basis without any right of appeal by the

K RIDE

	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 Engineer 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 Engineer, 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 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. 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

K-RIDE

	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 ITB 25.5, 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 upto 60 days from the date of issue of LOA may be given by the Authority 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 Railway, 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

K-RIDE

	terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department for promotion of industry and internal trade (DPIIT) under Ministry of Commerce and Industry, DPIIT shall be informed to this effect. 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 Bank Guarantee in the prescribed format (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 is suing 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 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

K-RIDE

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 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**: The Security Deposit shall be **5% of the contract value**. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate defined in this section PCC, the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Employer may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Security) may not exceed 10% of the total value of the contract. The security deposit may be recovered at the rate 6% of bill amount till the security deposit is recovered. Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill, provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms Clause No 26 of PCC. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid security by Contractor with his tender will be returned by K-RIDE. Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

K-RIDE

	4.2.b(i) Refund of Security Deposit: 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.
New Clause -4.21	**Contractor Representative:** The Contractor shall depute his Representative to attend all the review meetings notified by the 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): (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

K RIDE

	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 and traction power 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

K-RIDE

	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 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.
New Clause-4.22	DELETED
New Clause-4.23	DELETED
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

K-RIDE

	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 bill of quantities, 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 (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.

K-RIDE

	(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 metres 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 metre 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 metres 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 metre. (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 metres 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 metres 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

K-RIDE

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 metres or more in depth, shall at all times be supplied with at least one ladder for each 20 metres in length or fraction thereof, Ladders shall be extended from the bottom of the trench to at least 1 metre above the surface of the ground. The sides of a trench, which is 1.5 metres 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 metres 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.

(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.

K-RIDE

Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public.

(12) 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

(a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(b) 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.

(c) 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.

13) 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.

(14) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

(i) 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.

(ii) 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

a) 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.

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.

K-RIDE

b) 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.

(15) 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 energised, 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.

(16) 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.

(17) 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.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

K-RIDE

	(23) 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 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

K RIDE

	included in the Contract Price.
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]. 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.
New Clause-4.30	**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

K-RIDE

	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 4.1/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 favourable than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favourable 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.
New Clause-4.31	**Rights of Way and Facilities** The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also

K-RIDE

	obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works. In case any operation connected with traffic necessitates diversion, obstruction or closure of any road, railway or any other right of way, the approval of the Engineer and the concerned authorities shall be obtained well in advance by the Contractor. Provided that if it is found necessary for the Contractor to move one or more loads of heavy constructional plants and equipment, materials or Pre-constructed units or parts of units of work over roads, highways, bridges on which such oversized and overweight items that are not normally to be moved, the contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection or strengthening of the roads, highways or bridges shall be made by the contractor and such expenses shall be deemed to be included in his quoted contract price.
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. 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

K-RIDE

	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. Hand Book 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 required by the customs notwithstanding that import licenses may

K RIDE

	be granted in the name of Employer. C. Notwithstanding the provisions mentioned above, Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the custom authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, Contractor shall prepare for approval by the customs authority the authorities, an assessment of the residual value of the Contractor's Equipment and spare parts to be exported based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the contractor's equipment and spare parts to be exported and (b) on the initial imported value that contractor's equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining in the Country. D. 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, except as stated below, be responsible for the provision of all power, water and other services he may require. The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which

K-RIDE

	details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed. The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with New-Clause 2.4/PCC [Employer's Claims] and New-Clause 3.5/PCC [Determinations]. The Contractor shall pay these amounts to the Employer.
New Clause-4.38	**Employer's, Equipment and Free-Issue Material** The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification: (a) the Employer shall be responsible for the Employer's Equipment, except that (b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it. The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Engineer in accordance with New-Clause 2.4/PCC [Employer's Claims] and New-Clause 3.5/PCC [Determinations]. The Contractor shall pay these amounts to the Employer. The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Contract data. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default. In case materials are handed over, in accordance with the procedure prescribed by the Engineer, after proper measurement and accounted for, the contractor shall be solely liable for any shortage, damage, defect or default in such material, and shall indemnify the Employer until the final account of materials is made by the Contractor on completion of the work.
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 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.

K-RIDE

	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 4.1/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.
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

K-RIDE

	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 showing general dimensions & details elaborating the scope of work (not based on detailed design) will be supplied along with the Tender documents. **Design, Drawings and Specifications:** The Contractor shall Design the false work, form work, staging scheme 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. **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.
New Clause-4.43	**Fossils** All fossils, coins, articles of value or antiquity, and structures and other remains or items of

K-RIDE

	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 4.1/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

K-RIDE

	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. The contractor shall provide one four wheeler vehicle with professional driver with all consumables for KRIDE officials during the entire contract period for proper supervision of the work. The cost of supply of vehicle with all consumables and driver is included in the cost of the work. No extra payment will be made for supply of aforesaid vehicle.
New Clause-5.4	**Testing** 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 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 4.1/SCC [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under

KRIDE

	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.
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 (c). 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

K-RIDE

	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 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	**Completion of Outstanding Work and Remedying Defects** In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall: (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be). If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.
New Clause-6.2	**Cost of Remedying Defects** All work referred to in sub-paragraph (b) of New-Clause 6.1/PCC [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to: (a) any design for which the Contractor is responsible, (b) Plant, Materials or workmanship not being in accordance with the Contract, or (c) failure by the Contractor to comply with any other obligation. If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 34.1/PCC [Variation Procedure] shall apply
New Clause-6.3	**Extension of Defects Notification Period** The Employer shall be entitled subject to New-Clause 2.4/PCC [Employer's Claims] to an

K RIDE

	extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than two years. If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 26.9/PCC [Suspension of Work] the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.
New Clause-6.4	**Failure to Remedy Defects** If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date. If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under New-Clause 6.2/PCC [Cost of Remedying Defects], the Employer may (at his option): (a) Carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to New-Clause 2.4/PCC [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; (b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with New-Clause 3.5/PCC [Determinations]; or (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials 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

K-RIDE

	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 6.2/PCC [Cost of Remedying Defects], for the cost of the remedial work.
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** The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under New-Clause 6.2/PCC [Cost of Remedying Defects], the Cost of the search shall be agreed or determined by the Engineer in accordance with New-Clause 3.5/PCC [Determinations] and shall be included in the Contract Price.
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

K-RIDE

	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.
	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 Bill of Quantities 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;

K-RIDE

	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 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 Optional Termination** Upon such termination, the Engineer shall determine the value of the work done and issue Payment Certificate which shall include: a) The amounts payable for any work carried out for which a price is stated in t contract; b) The Cost of Plant and Materials ordered for the Works which have been delivered the Contractor, or of which the contractor is liable to accept delivery; this Plant a materials shall become the property of (and be at the risk of) the Employer when pa 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 t circumstances were reasonably and necessarily incurred by the Contractor in t expectation of completing the Works as per mutually agreed programme. d) the Cost of removal of Temporary Works and Contractor's Equipment from the S and the return of these items to the Contractor's works in his country (or to any oth destination at no greater cost).

K-RIDE

New Clause-9	Defect liability period: 365 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 thereof, or 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 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. **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:

K RIDE

	(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. (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 mobilisation to complete balance works as targeted. The maximum cumulative Special/Acceleration Advance shall be 10% 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 2.5% of the Accepted contract amount.
New Clause-13	**Provisional Payment Against Material at Site.** A provisional payment on account of main construction materials required for the Permanent Works shall be paid in INR only on request of the Contractor after these materials are brought to Site, against the Bank Guarantee and Insurance. The payment shall be limited to 80% of the actual value or assessed value of these materials on the basis of invoice and the total of such provisional payment on account of construction materials at a time shall be limited to three percent of original contract value or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent of the original contract value. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final. Materials which are of perishable nature should be adequately insured. Advances and provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.
New Clause-14	**Ruling Language- English**

K-RIDE

New Clause-15	**Language for communications- English**
New Clause-16	**Time for access to Site** (After the date of commencement) Starting from the Date of Commencement, the section will be progressively handed over in 180 days.
New clause-17	**Employers' Bank details for Letter of Credit** **(a) Nodal Branch** Canara Bank, MG Road, Bangalore 560001 IFSC Code – CNRB0002636 A/c No - 0430201012110 **Issuance/ reimbursing branch for LC** Shall be indicated later.

K-RIDE

APPENDIX 1

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.

K-RIDE

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 Authority.

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 upto 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

K-RIDE

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 work place 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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K-RIDE

SECTION-8

TECHNICAL SPECIFICATIONS

1.1 Indian Railway Standadrd Specification for "**Flash Butt welding of new/second hand 60kg/52kg/260R rails (90UTS/260R/72 UTS) Rails/Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welded joints**". Manual for Flash Butt Welding of Rails (Revised January 2012) with uptodate correction slips issued by RDSO and USFD testing of welded joints conforming to Manual Ultrasonic Testing of Rails and welds-**2022** with uptodate correction slips issued by RDSO can be seen from the KRIDE office.
These specifications shall be applicable for all works covered in this contract.
It is presumed that bidders have gone through the above (including latest correction slips) before quoting the rates.

SPECIAL CONDITIONS OF CONTRACT FOR MOBILE FLASH BUTT WELDING OF RAILS

These instructions are laid down for execution of flash butt welding work at site/depot /on track by a robust and sturdy, self-propelled Rail-cum-Road Vehicle mounted Flash Butt Mobile Welding Plant (herein after called **RCRV-MFBWP**), which should be suitable for aligning and welding of rails/panels to produce long welded rails on running/non-running lines as laid down in Manual for Flash Butt Welding of Rails (Revised January 2012) with up to date correction slips issued by Research Design and Standard Organization (RDSO), Ministry of Railways, Lucknow **(Manual for FBWR).**

2.0 NAME OF WORK

Yesvantpur - Channasandra and Byyappanahalli - Hosur Doubling project - "Flash Butt welding of new/second hand 60kg/52kg/260R rails (90UTS/260R/72 UTS) Rails/Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welded joints".

3.0 SCOPE OF WORK

3.1 The work involves carrying out Flash Butt welding of rail joints including USFD testing of welds executed at site using contractor's own labour, own Rail cum Road Vehicle mounted Flash Butt Mobile Welding Plant (**RCRV-MFBWP**), USFD machine, own infrastructure and all other tools & plants in-situ on non-running lines / running lines or cess / ballasted bed in existing lines etc. at various locations on South Western Railway. Flash Butt Welding of rails/rail panels shall conform to the specifications in the Manual for FBWR and USFD testing of welded joints shall conform to Manual Ultrasonic Testing of Rails and welds-2022 with upto date correction slips issued by RDSO.

3.2 The contractor has to make his own arrangement for positioning/movement of rail or rail panels, pull and align the rail for creating gaps, end cleaning of Rails, welding and stripping of welded joints, grinding and final finishing of welded Joints etc. complete. The contractor shall arrange adequate labour, competent supervision, equipment for grinding, welding, stripping, pre and post straightening as required. All the machineries, equipments, tools and plants, labour, transportation, fuel etc., required for the work in complete shall be arranged and provided by the contractor at his own cost.

K-RIDE

3.3 Rails to be welded will be of 60kg/52kg (90UTS/260R//72UTS). The welding process and methodology will be governed by the Manual for FBWR and guidelines issued by RDSO from time to time.

3.4 Rails as mentioned above will be supplied by KRIDE at locations along the section on cess or in yards. KRIDE may also offer rails already linked in the track. It shall be the responsibility of the contractor to pull and align the rails supplied on cess/ depot as required and directed by the Engineer –in – charge with the rails in "head on" position without allowing the rail ends to contact with soil.

3.5 The contractor shall arrange all the necessary plant & equipment, labour to handle, move and distribute the rails for welding. The contractor shall exercise special care in handling of rails so as not to bend or damage to them and shall follow the stipulations of Para no.11 - "Handling instructions for 90 UTS rails- as detailed in Manual for FBWR. In addition, the contractor shall maintain an on-site equipment and labour to straighten and re-align rails that may have been bent or damaged during the rail -handling process, to straightness tolerances as specified.

3.6 The contractor shall ensure that the handling rails or welded rail panels shall be such that the sleepers suffer no damage. Rails or welded rail panels shall not be dropped onto place. If rails are being welded away from the exact locations of their use, the welded rail panels shall be stacked on levelled and well drained platform suitably supported in head-on position near to the site of the use.

3.7 Locations/Sites for setting up of temporary welding depots will be identified by KRIDE authorized supervisor/ agency.

4.0 FLASH BUTT WELDING PLANT

4.1 The tenderer along with their offer shall indicate the model of RCRV-MFBW-Machine proposed to be deployed for the execution of work with a detailed Technical Description of the same with System/sub-systems and working mechanisms of the machine. The Machine deployed should be of reputed make with proven credential. The machine shall conform to the General, Functional and Technical requirements etc. as prescribed by Railway Board/RDSO guidelines and instructions.

4.2 A Photograph and technical literature of the RCRV-MFBW machine proposed to be deployed shall also be enclosed with the tender. The photographs shall also show close-ups of various working assemblies/systems and the full RCRV-MFBW-Machine. The tenderer may also furnish video compact disc showing the working of RCRVMFBW- Machine in real time under field condition.

4.3 The RCRV-MFBW-Machine shall be self-contained and self-propelled vehicle consisting of (i) Flash Butt Welding unit (ii) Carrier Vehicle (Rail cum Road) and capable of executing in-situ welds on Running / Non-running lines / cess / ballasted bed by the side of the existing lines as well as on yards.

4.4 The RCRV-MFBW-Machine shall be mounted on such carrier vehicle with all necessary requisites/ attachments / manipulator etc. for carrying out all operations related to welding of rail joints as per Indian Railway's Manual for FBWR.

K-RIDE

4.5 The Plant should be designed for welding rails by Electric-Flash Butt Welding Process. Each welding machine shall be equipped with a brush recorder to produce charts showing traces of electrical impulses and movable platen travel, with simultaneous recording of butting pressure, upset force or pressure (forging) for each weld.

4.6 The RCRV-MFBW-Machine should be capable to weld rails of various sections and of various metallurgical properties and various tensile strengths (72 UTS/90 UTS/ 110 UTS/ R 260 grade) specified in IRSS for Flat Bottom Rails (IRS T-12-2009 or later) with up to date A&C slips (herein after called specification of rails) continuously to form LWR/CWR in-situ or on cess. The welding head shall be capable of welding single rails to 20 (twenty) rail panels or of any intermediate length or longer lengths in different situations.

4.7 The MFBWP shall be capable of welding rails under the following situations:

i. Newly laid track in construction sites;
ii. On running track in mid-section during traffic block;
iii. On roller line in depot as stationary unit or in travel and stop mode.
iv. Outside the track:
v. At sleeper end.
vi. Shoulder of track
vii.Cess welding.
viii. End cropping and welding.

5. DIMENSIONAL AND OPERATING REQUIREMENTS.

5.1 The RCRV-MFBW-Machine shall be capable of moving in both directions for continuous operation during varying atmospheric and climate conditions occurring throughout the year in India.

5.2 During transfer from one station to another (self-propelled travel mode on railway track), it shall be capable of traveling on its own speed at 50 kmph. During towing of the RCRV-MFBW-Machine by another locomotive or by attaching to another load, neutral position of gears should be sufficient and speed should not be less than 20 kmph. No opening of cordon shaft etc. should be required for safe movement. It shall be capable of working and moving on Railway track without requiring power block in electrified sections and should be compatible with Indian Railways Track Circuiting and Signaling Installations. Fuel tank capacity / consumable storage capacity shall be adequate for traveling of long distances/ working as the case may be.

5.3 The profile of the complete system longitudinally and laterally during transfer while towed in train formation or self-propelled or during working shall be within Indian Railways Standard metric BG Schedule of Dimensions – 2004 (reprint). When travelling on track, it shall be capable of negotiating curves up to 10° curvature (175 m radius) & 1 in 8 ½ turnouts, super elevation up to 185 mm and gradients up to 3% and minimum attainable speed under the above limiting conditions in any case shall not be less than 20 kmph.

5.4 The machine shall be capable of working without power block in electrified section. The profile of the RCRV-MFBW-Machine longitudinally and laterally during transfer as self –propelled vehicle on Railway track as well as during welding operation should be such that there is no infringement to Over Head Electric (OHE) Equipment at 5.3 m above rail level. Also during head maneuvering/ extension/ shortening there should be no infringement to the IR-SOD-1676mm gauge (BG), Revised,2004 with up to date A&C slips. While travelling on track, vertical clearance shall be adequate such that no component/ part infringes the minimum vertical clearance of 102mm from rail level.

K-RIDE

5.5 On bridges and tunnels, the height above rail level is restricted to 4.8m.

5.6 While working and moving on multiple Railway line sections, it shall not infringe the adjoining track and it shall be possible to permit trains at full speed on that track. During transfer from on-track position to off-track position or vice-versa, there should be no infringement to the adjacent railway tracks at level crossing keeping in view that the minimum spacing of tracks at level crossing is 4.265m. The RCRV-MFBW-Machine or any of its parts shall not infringe adjoining tracks during travelling or during its welding operation including opening and closing of the work.

5.7 The RCRV-MFBW-Machine shall be capable to start welding at site within five minutes of its arrival. The time required in complete welding operation for one rail joint from start to finish should not be more than 5 minutes. The machine system should be fitted with an emergency backup arrangement to wind up the welding unit and retract the unit and its manipulators into the container in all respects for cancellation of traffic block in the shortest possible time (whenever working in traffic block).

5.8 **ONROAD:**

The axle load and other dimensions of RCRV-MFBW-Machine shall comply with the regulations of the latest Motor Vehicles Act and Rules.

The vehicle carrying the plant shall have road worthiness, issued by authorized agencies in India such as the Automobile Research Institute of India. For plying the vehicles on roads of different classification or on such roads where there are restrictions imposed, special permission from the Ministry of Surface Transport, Government of India or any other authority may be needed and the contractor shall arrange for the same.

5.9 **IMPORT AND TRANSPORTATION OF RCRV-MFBW-MACHINE:** Transportation including customs and other clearances, taxes, payable and all other related formalities and charges which may be required for the import and export and also other equipment, spares, consumable, etc. which may be required during the contract shall be the responsibility of the contractor.

5.10 Contractor shall bear the cost of transfer of the RCRV-MFBW-MACHINE or any of its part, when transported in train formation on Indian Railway network for any reason on contractor's account like repairs, maintenance schedules, etc.

5.11 **DESIGN FEATURES**

5.12 **OVERALL FEATURES**: The RCRV-MFBW-Machine should be so designed that the welding head along with its rail clamping device, rail pulling device, rail aligning device, rail lifting device, weld trimming device and their manipulator with necessary control panels and other arrangement should be out-stretchable from the container for welding work and should be able to be retreated back into the container after completion of welding. The complete operation of out stretching, retreating and rotation of units should be hydraulically controlled.

5.13 **WELDING CLAMPS:** The welding clamps of rails shall provide contact area along the entire web of rail and shall be fitted with spring loaded balls for optimum alignment of rail ends. The clamping jaw construction should be such that sleeper around the rail joint should not hinder the welding process under opened out fastening condition.

5.14 **TRIMMING ARRANGEMENT:** The machine should have a trimming arrangement as an integral part of the unit to trim the excess upset immediately after welding. The weld should be in compression during trimming and removal of excess upset. The trimmer should have the

K-RIDE

capability to trim excess hot upset metal all-round the rail section in such a way that only minimum amount of grinding is required to achieve final finished profile of weld.

5.16 **ON- TRACK WELDING**: The machine should be able to do on-track welding to repair rail gap with/without use of rail pulling arrangement as per site requirement. Rail pulling arrangement should be integral part of the welding unit and should not be provided separately. Rail pulling arrangement should be capable of generating adequate pulling force for doing in-situ welding in existing LWR/CWR tracks at required temperature, as per the provisions of LWR instructions contained in IRPWM – 2020 for Indian Railways with up to date Addendum and Corrigendum Slips.

5.17 **BRAKES:** RCRV-MFBW-Machine for working on Rail movement mode shall be equipped with pneumatically operated brake blocks active on all rail wheels with an additional fail safe brake application arrangement. In addition, the RCRV-MFBW Machine shall be equipped with a mechanically/pneumatically operated parking brake system. The machine shall be equipped with suitable arrangement of braking so that while attached in train formation in Rail movement mode, the machine can be braked by traction vehicle having compressed air braking system.

5.18 **HORN AND SAFETY SWITCHES:** RCRV-MFBW-Machine shall be provided with electric horns/hooters facing outwards at each end of the RCRV-MFBW-Machine at suitable locations to warn the workmen of any impending danger at the work spot or from an oncoming train. These electric horns/hooters shall be able to be operated from the cabin and the back end of the machine.

5.19 **HOOKS AND BUFFERS:** The RCRV-MFBW-Machine shall be fitted with towing hooks on both ends for coupling it with any other rolling stock to be towed out of the section, if required.

5.20 **ELECTRIC EQUIPMENT AND LIGHTING**: The electrical fittings/instruments including head lights to be provided on the Carrier Road Vehicle shall conform to the relevant Motor Vehicle Rules. For Rail movement mode, additional twin beam headlight assembly conforming to RDSO Specification No. ELRS/SPEC./PR/0024 Revision-1 Sept, 2004 and as amended is to be provided, ensuring a light intensity of 3.2 lux at ground level at track centre at a distance of 305 m away on a clear dark night at each end with two front and rear parking lights which can be switched to red or white according to the direction of the travel. Powerful swiveling floodlights shall also be provided to illuminate the working area sufficiently bright for efficient working on railway track during night. The amber color flasher lights at both ends shall be provided in the RCRV-MFBW-Machine to give indication to the train arriving on the other line about any impending danger while the machine is working on the track.

5.21 **DISPLAY OF WELDING PARAMETERS**: The machine should have the arrangement for displaying all the welding parameters. These parameters should be automatically stored in the system in reproducible electronic and hard forms in a manner such that each welded joint has a unique identity. Various welding parameters depend upon section and metallurgy of the rail to be welded and normally specified by the OEM (Original Equipment Manufacturer). However, these parameters shall be got approved from RDSO before adoption for production of regular welds. Some of the common welding parameters are:
i) Welding current (primary, amps) ii) Primary voltage (volts) iii) Clamping pressure (kgf/cm2) iv) Butting pressure (kgf/cm2) v) No. of pre-heats vi) Pre-heating time (On…. Off……in seconds) vii) Burn off time (seconds) viii) Flashing time (seconds) etc.

5.21.1 Welding parameters for different section & metallurgy of rails used in Indian Railways shall be given by the Original Equipment Manufacturer with machine catalogue. However, before executing the welding work, welding parameters are to be standardized by RDSO as per the provisions of Para 5.6 of Flash Butt Welding Manual.

5.21.2 The machine should have the provision that any parameter once fixed in the machine by Railway's/KRIDE representative/ Authorized person cannot be modified by the operator. Once rails have been clamped and are ready for welding, the operator should have nothing to do after weld cycle starts except wait for the weld to complete and the software should facilitate auto-incorporation of the date and time of welding from the memory of the system and this data should be un-editable.

5.22 **ALTERNATIVE POWER ARRANGEMENT:** In case the contractor procures electricity from State Government directly for Mobile flash butt welding of rails, alternate arrangements in the form of generators will have to be made by the contractor to achieve requisite progress to take care of interruption in power supply.

6.0 VALIDATION / PROCEDURE APPROVAL OF RCRV-MFBW-MACHINE

6.1 Before commencement of the work, welding parameters of the Mobile Flash Butt Welding Plant need to get validated by RDSO/ Lucknow. The Contractor is required to get the welding parameters standardized for the Flash butt welding machine being deployed for rails of different sections and different UTS before regular operation of the machine. Procedure Approval of a particular machine, make and model shall be got done by RDSO, by testing weld samples in accordance with para 5.6 of Flash Butt Welding Manual.
The charges/fees for such validation as decided by RDSO/Lucknow shall be borne by the contractor. The quoted rate shall take into account this cost.

6.2 **QUALITY ASSURANCE PROGRAMME (QAP):** for welding machine shall be submitted by the contractor to RDSO through KRIDE administration for approval. Necessary charges for this approval have to be borne by the contractor. The welding parameters as standardized by RDSO should be available with the welder of the machine and should be displayed on the appropriate part of the machine.

6.3 **REPLACEMENT OF PLANT DURING EXECUTION**
In case the plant is replaced during the execution of the contract, the new plant shall again require RDSO's validation for welding parameters and RDSO charges/fees in this connection shall be borne by the Contractor. The USFD Rail Tester needs to get certified by RDSO/Lucknow. The charges/fees for such validation as decided by RDSO/Lucknow shall be borne by the Contractor.

6.3.1 In case of breakdown of mobile flash butt welding machine, checking from RDSO is not required. The welding can be done with approved parameters, with the approval of Engineer in-charge if the desired result is being achieved. If not, RDSO shall re-standardize the parameters, and charges for same are to be borne by the contractor.

6.4 **FIELD APPROVAL FOR WELDING**: Having obtained procedure approval from RDSO, approval for field welding shall be granted after execution of 30 welds on track (carried out in two shifts), if they satisfy the weld acceptance criteria defined in para 5.6.4.1, 5.6.4.4, 5.6.4.5, 5.6.4.7 and 5.7 (visual, dimension, ultrasonic, transverse testing) of Flash Butt Welding Manual. This shall be carried out in the presence of Engineer in-charge (i.e. Dy.CE/Construction or equivalent rank) and the approval will be granted by the GM/ KRIDE based on the satisfactory performance of welding.

6.5 **WORK PLAN:** The contractor shall submit his proposed method statement along with QAP (Quality Assurance Plan) as detailed in para 4.1 above for handling of rails, their stacking, welding, testing of welds etc. to the Engineer-in-charge for approval. This

plan shall include the details of machinery deployed, layout of depot for welding, tools and equipment for finishing the welded joints, the date of commissioning the depot, the date of completion of the welding, the daily welding target, list of personnel engaged and their duties etc. The contractor's work plan shall also indicate the qualification of persons to be engaged in the welding team. This shall have to be approved by the competent Authority /RDSO before execution. The date of completion of welding and the daily target should match those given by KRIDE. The date of completion in QAP can be earlier than that given by KRIDE and the daily target in QAP can be more than that given by KRIDE.

6.6 **WELDING TEAM FOR MOBILE FLASH BUTT WELDING MACHINE**: The contractor shall employ at his own cost qualified and experience personnel to weld the rails/panels and shall carry out regular tests with his own machine and plant and inspections to ensure that the welds comply with the specification.

EDUCATIONAL QUALIFICATION: The welding team may consist of one supervisor and two welders. The educational qualification of supervisor should be minimum Diploma in Mechanical/ Electrical Engineering or B.Sc. and that of the welder should be minimum class Xth or equivalent.Welders and supervisor shall be trained by the OEM (Original Equipment Manufacturer). The contractor shall get his welding team certified by RDSO by undertaking the qualification tests prescribed by RDSO. If one member of the team is replaced, the team will not lose its qualified status. However, if more than one member of team is replaced the entire team shall be required to re-qualify. Those welders and supervisor who are already working in **RCRV-MFBW** machine may continue, if the Engineer in-charge is satisfied about the quality of work of these operators.

6.7 **CHECK LIST**: A check list containing items to be checked daily and weekly is placed at Annexure-VIII of FBW Manual. This check list should be followed meticulously as a quality assurance measure. In order to ensure proper quality of Flash Butt Welds, a list of minimum equipment and machines to be provided in each Flash Butt Welding Plant is placed at Annexure-IX of Manual for FBWR. These shall be provided and maintained.

6.8 **INSPECTION AND TESTING AGENCY:** The contractor shall submit detailed description of testing program and procedures to be performed by the Inspection and Testing Agency (ITA) to be engaged by the contractor.

7.0 PERFORMANCE OF WORK

7.1 COMMENCEMENT OF WELDING AND OUTPUT OF MFBW MACHINE

7.1.1 Period for commencement of welding operation shall be maximum 30 days from the date of issue of acceptance letter.

7.1.2 The contractor(s) will have to employ adequate number of MFBW plants to achieve the progress as stipulated. The work may have to be done at more than one site at a time and accordingly the contractor shall increase the above staff as per the programme and as directed by the Engineer-in-charge.

7.2 **PROGRESS AND LOCATION OF WORK:** The contractor shall work in close co-operation with other contractors/departmental staff working in that section/ adjacent sections.

K-RIDE

The contractor will ensure a minimum progress of 1,200 joints per quarter (i.e. 3 months commencing from date of first welding) duly taking into account 15 days of non working on account of shifting of plant etc. The welding is to be carried out at various locations of construction projects on South Western Railway outside the track/ on running lines/non-running lines as decided by Engineer-In-charge. Quantities given above are only indicative. The contractor is required to work at any location on S. W. Railway as per the direction of Engineer-in-charge duly shifting the plant from location to location. Sometimes shifting of FBW plant from a project / location to a new project / location for a shorter duration for a small quantity of welding and re-shifting to the old location to resume the work may be necessary. The contractor should be prepared for this.

7.3 **WELDING OF JOINTS**

Welding work shall be carried out strictly as per the procedures/ stipulations as mentioned in Manual for FBWR regarding suitability of rails for welding, preparation of rails to be welded, Electrical contact, rail alignment, welding sequence, post weld heat treatment, finishing, weld parameters etc.

7.4 **AVAILABILITY OF SUFFICIENT STOCK OF GENUINE SPARES**

The contractor shall ensure that the Mobile Flash Butt Welding Machine shall have sufficient stock of genuine spare parts and consumables for normal maintenance of the machine in India, so as to ensure its minimum down time and keep the machine in working condition for at least 25 days in a month.

7.5 **UPKEEP AND MAINTENANCE OF MOBILE FLASH BUTT WELDING MACHINE**

Quality and quantity of output of Mobile Flash Butt Welding Machine depends on health of machine. Therefore, their proper upkeep and maintenance is utmost importance. Contractor shall ensure that the periodical maintenance of Mobile Flash Butt Welding Machine shall be done as per procedure and frequency laid down by OEM (Original equipment Manufacturer) with genuine spare part either supplied by OEM or procured from sources recommended by OEM.

7.6 **PERIODICAL INSPECTION OF MOBILE FLASH BUTT WELDING MACHINE**

Mobile Flash Butt Welding Machine shall be inspected by OEM or his authorized representative at an interval of two years or execution of 20,000 joints whichever is earlier to conduct technical audit of its health. Maintenance shall be carryout in accordance with his advice.

7.7 **PRE WELDING CHECKS:** All rails to be used for welding shall be examined prior to welding. Rails not meeting with the rail end geometry as stipulated in clause 3.4 of the Manual for FBWR shall be straightened duly not causing any damages or indentation to the rails. Any rail which cannot be straightened within the above tolerances shall be cut back to a sufficient distance to get the required alignment. Prior approval of the Engineer-in-charge shall be obtained before cutting the rails. All straightening or cutting shall be done prior to welding. The rails shall be cut vertically square and smooth by means of abrasive cutting disks and shall show no steel defects, dents or porosity before welding. Gas torch cutting of rails is prohibited.

7.7.1 Rail ends to be welded shall meet the following geometrical standards:

7.7.2 End bend in the vertical plane not greater than 0.7 mm on a 1.5 m straight edge, sagging end not permitted.

7.7.3 End bend in the horizontal plane not greater than 0.7mm on 1.5m straight edge.

7.7.4 Deviation of the end from the square not greater than 0.6 mm.

7.7.5 The individual rail ends for new rails may have a maximum difference in height of 1.2mm at the welded joints. Rails manufactured by SAIL with dispensations (having letter 'D' in the rolling mark) may have a maximum difference in height of 1.5mm. The difference in height shall be transposed to the foot of the rail.

7.7.6 **DIFFERENCE IN WIDTH OF RAIL HEADS TO BE WELDED:**
The difference in the width of rail heads of two rails to be welded shall not exceed 1.0 mm for new rails and 2.0 mm for old rails. For new rails, it is preferable to restrict the difference in width of rail heads to 0.5 mm. The contractor shall group the rails for welding duly taking care of the above aspect. New rails manufactured by SAIL with dispensations (having letter 'D' in the rolling mark) may have a maximum difference of 1.5mm in the width of rail heads. In cases of in-situ welding and cess welding where it is possible to exactly determine the gauge face (or would be gauge face when laid in track), the rail ends shall be perfectly aligned to gauge face. Any step as a result of unequal head width due to rolling tolerances shall be ground out to slope not steeper than 1:500. Any difference in the width of rail heads at the welded joints, shall be transposed to one side of the head (i.e. non-gauge face side) keeping the other side (i.e. gauge face side) perfectly aligned. The perfectly aligned side of such welded panels shall be distinctively marked by a distinguishable permanent paint.

7.7.7 **END CLEANING.**

7.7.8 Before welding, end faces of the rails to be welded and electrode contact locations shall be thoroughly cleaned of loose scales, rust, paint etc. by brushing and shot blasting/grinding to bare metal finish for good electrical contact to avoid arcing at the contact points on the rail and to eliminate the possibility of rail failure near joint due to copper penetration and formation of brittle martensite structure. Cleaning of rail bottom shall be ensured by placing a mirror and watching the cleaned surface. The electrode contact locations should be marked with chalk on each rail end to be welded to serve as guidance for cleaning. Oil and grease, if present, shall be removed by Carbon Tetrachloride or Benzene. If any internal defect such as piping is noticed during end cleaning, the rail shall not be welded.

7.7.9 The rail ends shall be cleaned up to a length as prescribed by the welding machine manufacturer before placing them on rollers. The gap between the rail ends shall be perfectly aligned in both horizontal and vertical planes. To compensate for lowering of joints due to thermal contraction, the two ends to be welded shall be raised by an appropriate amount as specified by the OEM or as per the experience gained by the welding team.

7.8 **DURING WELDING PROCESS**: rail ends shall be adjusted to a pre-design over-lift value of 0.6mm to 3mm, depending upon the type of rail section and UTS to avoid dip at weld. The tenderer shall give the design of lift values for 52 Kg /60 Kg rails. Rails

K-RIDE

end-crowning should be accomplished with the help of functional key given in MFBWP for this purpose. A positive confirmation for the same should also be available.

7.8.1 Total rail usage per weld should be within 50 mm. Visible heat affected zone shall be of nominally symmetrical shape about weld line and fall within the width of 40mm maximum and 20mm minimum. The permissible deviation between the maximum and minimum dimension of visible heat affected zone on any weld shall not exceed 5 mm. This requirement shall apply equally to vertical axis cut through full rail depth and to the measurements taken from each rail foot.

7.9 **FINISHING**: The top, side and bottom surfaces of the rail head shall be ground smooth so that the weld surface is absolutely flush with the parent rail surfaces. Upper sides, under surfaces and edges of rail foot shall be ground smooth. To avoid damage to elastic rail pads and eliminate stress risers, the edges of foot should be rounded and bottom of rail foot ground smooth without damaging the parent metal. Particular care is necessary to ensure that finished grinding does not burn or notch the rail surfaces and does not cause any thermal or mechanical damage to rail. In case of welding with mobile flash butt welding machine, profile grinding can be done in stages i.e. initial grinding and final grinding. Final grinding can be performed in track with rails fastened in position over a minimum length of three sleepers on either side of weld. Profile finishing of rail head shall be carried out and contained in the shortest possible length but not greater than 400 mm on either side of weld. After finishing, the top table and the sides of the rail head shall comply with the geometrical standards.

7.10 **PRECAUTIONS:** during the execution of welding the precautions as stipulated in Annexure –V and handling instructions for 90 UTS and Head Hardened rails as per Annexure-VII of Manual for FBWR shall be strictly ensured by the contractor. **The precautions for welding are enclosed as annexure-1.**

7.11 The Railway/KRIDE will make necessary arrangements like traffic block etc. wherever required for safe execution of the welding work without interference with train working. This will however not relieve the contractor of his liability for any damage or loss caused to the KRIDE due to his own negligence. The decision of Engineer-in-charge as to whether or not there has been any negligence on the part of the contractor shall be final and binding.

7.12 **WELD NUMBERING AND MARKING**

7.12.1 All welds shall be indelibly marked with an individual number that clearly identifies the welder and the weld. This weld number shall be painted on the rail web. The number, once painted in the rail, shall be maintained until taking over of the work. The weld identification shall contain a maximum of five characters.

7.12.2 A sequential weld number shall be marked on the rail immediately adjacent to the weld as per Para 9 of Manual for FBWR, at the time the weld is made. The welds shall be numbered sequentially in the order in which they are made. The initial weld number shall be obtained from the Engineer-in-charge or his representatives. The weld number shall be in the form of a distinctive mark indicating the weld number, month and year of welding and the code of the plant as shown below. The marking should be embossed on the gauge and non-gauge face sides of the head of the rail and diagonally opposite to each other across the joint at 300mm away from the centre line of weld by punching after finishing of the weld without causing any damage to

rail, in letters of 6mm height, located as indicated in figure 9.0 of Manual for FBWR. e.g. **XXX MM YY OO PP EE.**
The first four digits indicate the weld number starting from 0001 for first weld of every month, the next two digits month of welding followed by next two digits of the year of welding. The letters OO denotes the code for owner of the plant/machine, PP denotes the code for the plant/machine of that particular owner and EE stands for the code of agency executed the welding work.
When the defective welds are replaced, a new sequential number shall be assigned to the new weld by adding an alphabet to the defective weld number (e.g. defective weld 109 will be replaced by 109A).

8.0 QUALITY CONTROL

8.1 Each weld shall have full penetration and complete fusion and shall be free of cracks.

In order to ensure quality control during the welding process, the proposed proforma for the maintenance of weld records shall be submitted by contractor for approval. The record shall contain at least the following information:

(i) Pre-welding inspection results
(ii) Physical inspection results
(iii) Ultrasonic inspection record
(iv) Weld chainage to the nearest metre (as applicable)
(v) Weld number
(vi) Rail grade and section
(vii) Date of weld
(viii) Rail temperature at the time of welding
(ix) Weld test record sheet
(x) Dimensional check results.
(xi) Copies of certified production welding test results, identifying the rail panel and weld position shall be submitted to the Engineer.
(xii) The certified hard copy of the welding parameters automatically stored in the system in reproducible electronic and hard forms with unique identity of each welded joint shall be submitted to the Engineer-in-charge or his representative for record.

K-RIDE

8.2 The stripping of upset metal should be done all round the rail profile with the help of auto stripping machine. Necessary arrangement for the same should be made in mobile flash butt welding plant. It should be ensured that only flash butt welds which meet the finishing tolerances laid down in Manual for FBWR are produced.

8.3 The welds shall be finished to final profile by controlled grinding as approved by the Engineer. The finished weld alignment shall be as per the specified tolerances. Rail head profile grinding (to produce the finished alignment) shall not extend more than 300mm (three hundred mm) on either side of the weld.

8.4 All surface or other irregularities shall be ground flush. Any defect or irregularities in welds, which in the opinion of the Engineer cannot be rectified by grinding, will be rejected. These defective joints shall be removed by cutting a length of 200 mm (two hundred mm) on either side before re-welding at contractor's expenses. **A recovery of Rs 5000/- will be made for the rail wasted in the process**.

8.5 **VISUAL INSPECTION AND DIMENSIONAL CHECK, ULTRASONIC TEST,** etc. will be done by Inspection and Testing Agency in the presence of Engineer-in-Charge or his representatives. The Contractor shall provide all assistance for these checks. The USFD

machine, operating staff and all other infrastructure shall be arranged by the contractor at site to enable testing.

8.6 **TRANSVERSE TEST, HARDNESS TEST & MACRO EXAMINATION** will be done at any of the following test centers or other places as approved by Engineer-in-charge: -
(i) RDSO/ Lucknow, (ii) EWS/ARAKKONAM, (iii) CMT/PERAMBUR, CMT/HUBBALLI The testing charges including transportation charges for carrying the test pieces to and from the testing center shall be borne by the contractor.

8.7 **VISUAL INSPECTION & DIMENSIONAL CHECK: -** All welded joints will be inspected visually for profile finish imperfections. Finished welds shall be checked for weld geometry and the same shall conform to the tolerances laid down in Manual for Flash Butt Welding of Rails (Revised Jan 2012) with up to date correction slips issued by RDSO/Lucknow. Weld joints not passing under this check will be rejected and rejection of more than 1% will be considered unsatisfactory.
Finished weld samples shall be checked for weld geometry and shall conform to tolerance laid down in Para 8 and Annexure-IV of Manual for FBWR. Hardness Test and Transverse Test shall be carried out on sample test joint and in case a sample joint does not comply with the requirements of these tests, two more sample joints will be made and tested. If both the sample joints meet the requirements of the tests, welding may continue. In case of failure of any of the retest joints, RDSO should be consulted for investigation and fixing revised welding parameters.

8.8 **ULTRASONIC TEST (USFD):** All welded joints shall be subjected to ultrasonic testing for detecting presence of internal defects in the weld in accordance with Para 10.1.3 of Manual for FBWR. **This test can be done manually by the contractor using his own RDSO approved Digital USFD testing machines. Testing shall be carried out by contractor's RDSO approved/certified operator under the supervision of Railway/KRIDE supervisor.**

8.9 The Entire cross section of the rail i.e. head, web and foot shall be tested by trained personnel as per the procedure laid down for Ultrasonic testing of Flash Butt welds in Manual for Ultrasonic testing of rails & welds as amended, to detect internal flaws.

8.10 Welds having defects shall be rejected and rejection more than 1% will be considered unsatisfactory. Results shall be maintained as per proforma given in Annexure –VI B of Manual for FBWR. Defective joint shall be distantly marked.

8.11 **TRANSVERSE TEST:** The sample joints shall be prepared from rail pieces having ends conforming to tolerances mentioned in para 3.4 of "Manual for Flash Butt Welding of rails-(Jan 2012). The sample joint shall be made on pieces of rails of similar section and conforming to the same specifications as the rails being welded. The finished test weld samples, not less than 1.5-metre-long with the weld at the centre shall be subjected to transverse load test as per laid down procedure. The test joints shall withstand the minimum load and shall show minimum deflection as stipulated in Manual without showing any signs of cracking or failure. The test weld shall withstand the minimum transverse breaking load as stipulated. The deflection at the centre at the actual transverse breaking load shall not be less than as specified. **Results shall be maintained as per proforma given in Annexure-VI 'D' of Manual for FBWR.**
In case a sample joint does not comply with the requirements of the test, two more sample joints will be made and tested. If both the sample joints meet the requirements of the tests, welding may continue. In case of failure of any of the retest joints, RDSO should be consulted for investigation and fixing revised welding parameters.
Sample joints for first 1,000 joints will be tested at a frequency of 1 in 100 joints and subsequently at a frequency of 1 in 500 joints and welds not passing this test will be rejected. For test pieces, the contractor has to make arrangement either to weld the test pieces or to cut it from welded panels at his own cost as per the instructions of Engineer at site. For this

purpose, the contractor shall have to make arrangement for cutting of test rails without any extra charges.

8.12 **HARDNESS TEST:** Brinnel hardness test shall be conducted on the test weld sample before conducting transverse load test. The hardness value in HAZ shall not vary from the hardness of the parent rail by more than +20 HB. Results shall be maintained as per proforma given in Annexure – VI 'C' of Manual for FBWR. Welds not passing this test will be rejected.

8.13 **MACRO EXAMINATION:** One test joint for every 1,000 joints welded shall be subjected to macro examination as per Para 5.6.4.8 of and micro examination as per Para 5.6.4.10 of Manual for FBWR.

8.13.1 100mm length of rail with weld at centre shall be cut and the sample shall be sectioned in vertical longitudinal direction through the weld. One of the sections shall be etched with 5%-10% Nitric acid and for confirming any defect found in Macro Examination, Magna flux test should also be carried out. Welds failing in these tests will be rejected.

8.14 In addition, the above mandatory transverse/bend tests are also required to be done under the following situations:
(a) Immediately following rectification of a welding machine malfunction;
(b) Immediately following machine overhaul or work other than normal maintenance;
(c) Any change to another approved welding procedure, if the procedure has not been used in previous 4 weeks.

8.15 In case, the initial 30 welds produced by Mobile Welding Plant fail to pass all the above tests, another opportunity will be given to the contractor for testing of another 30 welds. If these welds pass the above tests satisfactorily, the contractor will be allowed to continue the work further and if these weld joints do not pass the above tests, the contract will be terminated on contractor's account and no payment will be given for the weld joints done for testing.

8.16 **INSPECTION AND TESTING**: will be done as per Para 10 of Manual for FBWR.

8.16.1 Inspection shall be carried out at various stages of work by the authorized **Inspection and Testing Agency in the presence of authorized KRIDE representative** and the Contractor shall have to make all arrangements for conducting the Initial testing/inspection of newly welded joints. A scheme of Inspection and Testing of welds execute, is required to be submitted by the Contractor. In case the tenderer is ISO-9000 Quality Certified Agency, Quality Manual and Procedure Manual are to be submitted along with the tender offer.

8.16.2 **TEST CHECK** on the stretch will be done by the Engineer-in-charge with contractor's USFD tester for at least 5% of the work done. In this, at least 95% of the flaws detected earlier shall get confirmed and no new flaw shall be found during test check. The decision of the Engineer-in-Charge shall be final in this regard. In case less than 95% flaws detected by the contractor are confirmed during the test check, a penalty of Rs. 2,000/- per defective/improper test will be levied. In addition to this, if any new flaw is detected which was left by the contractor during testing, the whole number of joints will have to be tested again by the contractor without any extra payment for the same.

9.0 **ACCEPTANCE OF WELDED JOINTS**: A finished joint will be accepted as good on consideration of Visual inspection, Dimensional check and USFD testing if it satisfies the stipulations as per clause 10.1 of Manual for FBWR. The dimensional tolerances are enclosed as **Annexure-2.**

9.1 The welds, which are not within the specified tolerance, will be rejected and entry will be made accordingly in the Welding Register. The contractor may be allowed to rectify the welds so

rejected with the use of Jim-crow or profile grinding machine within 10 days from the date of welding such defective welds. Jim-crow or profile-grinding machine shall be arranged by the contractor at his own cost and operated by his own labour and supervisor. The rectification of rejected weld joints by Jim-crow/profile grinding machine will be permitted selectively depending upon the condition of the weld, nature and extent of the defect in the weld. The rectification work shall be done strictly as per the guidelines and instructions of the KRIDE authorized representative. The decision of engineer-in-charge is final and binding in this regard.

9.2 In case the **dimensional tolerances of welds are not conforming to Para 10.1.2 of Manual for FBWR** but rectifiable, the same shall be done by regrinding; otherwise the same will be rejected and a recovery of **Rs. 5000**/- will be made for cost of rail etc. All the rejected welds will have to be rectified by contractor within 10 days after KRIDE arranges for making 2 rail cuts, one on each side of the heat affected zone of such welds and the joints should be re-welded and completed as full panel. The payment for this weld will be released after re-welding, testing and after the newly welded joint is found satisfactory.

9.3 In any case the rejection of welds should not be more than 1% of the total quantity.

10.0 TERMS OF PAYMENTS.

10.1 The rates for welding shall be firm irrespective of welding being conducted during day times, nights, Saturdays, Sundays, holidays, etc.

10.2 Payment shall normally be made once in a month's time or less depending on the progress of the work.

10.3 The contractor shall be paid for the quantities actually executed by him and measured in the concerned units of KRIDE Organisation in S.W. Railway, under whose jurisdiction the work has been executed, at the rates provided for in the contract/agreement as per its terms and conditions.

10.4 Payment will be made by the **Paying Authority** (**GM/CIVIL, nominated by the KRIDE**) after ensuring that requisite Quality Control Checks and prescribed test checks are done on finished welds as prescribed in the Manual for Flash Butt Welding of Rails- Jan 2012/Special Conditions of Contract and acceptance of the welds/work done by the contractor by the Engineer-in-charge or his authorized representatives in various units of construction projects in whose jurisdiction the said work was carried out and on production of relevant inspection certificates issued subsequent to such acceptance by an officer not below the rank of XEN/AXEN or equivalent rank in KRIDE for satisfactory execution of work conforming to the specifications. Necessary checks will be carried out on the visual, dimensional tolerances and USFD test done by the agency by an officer not below the rank of XEN/AXEN or equivalent rank in KRIDE.

10.5 No payment will be made to the contractor for the welds rejected in the above tests. All the rejected welds will have to be rectified by contractor within 10 days after KRIDE arranges for making 2 rail cuts, one on each side of the heat affected zone of such welds and the joints should be re-welded and completed as full panel. In addition, a recovery of Rs. 5000/- will be made for the cost of rail etc. and the payment for this weld will be released after re-welding, testing and after the newly welded joint is found satisfactory.

10.6 Payment shall be admissible for the welded joints passing through visual inspection, dimension check and USFD Check. However, 85% of payment for welded Joint shall be released after passing through visual inspection and dimensional check and 10% after painting and numbering of welded joints and balance 5% of payment shall be released after the welded joint passes USFD Test. If the welded joint, for which part payment has been made as above is found defective in USFD testing, then the part payment made shall be recovered and the

K-RIDE

contractor shall have to replace the same with new weld for which recovery at the rate of Rs. 5000/- (Five thousand) will be made towards the cost of rail becoming scrap and other incidental cost, and the payment for this weld will be released after re-welding, testing and on the new weld being found satisfactory after USFD test.

10.7 The contractor shall have to sign promptly endorsing the day to day entries made in the Site Inspection Register /Site Order Register/ Daily Progress register, maintained by the Engineer or his representatives in various units of construction projects in whose jurisdiction the said work is being carried out. The contractor is required to take note of the instructions given to him therein by the Engineer-in-charge or his representatives or his superior officers and comply with them within a reasonable time. The compliance shall be reported by the contractor/s to the Engineer in time so that it can be checked. The contractor will also arrange to receive the letters etc. issued to him at the site of works.

11.0 PENALTY CLAUSE

On quarterly basis a progress of minimum 1200 joints should be achieved.

If the no. of joints executed in a quarter is less than 1200, penalty at the rate of 20% of accepted rate of welding per joint for the quantum of shortfall will be levied. Record of daily progress, nature of hindrances and breakdown of plants entered in the Hindrance Register will be the basis for determining the penalty to be imposed. The decision of Engineer-in-charge is final in this regard.

Flash Butt Welding machines shall be available in working order for a minimum of 60 days in a quarter.

However, if the availability of the RCRV-MFBWP in working order in a quarter is less than 60 days and no. of joints welded in that quarter is also less than 1200, then penalty @ Rs. 5000/- per day of shortfall in availability will be levied.

12.0 MISCELLANEOUS

12.1 **LOG BOOK OF EVENTS**. All events are required to be chronologically logged in a log book shift-wise and date wise. Any other register considered necessary by the Engineer-in-charge, shall be maintained at site in which the representative of the engineer and the contractor will have to sign daily. The register Performa, charts, etc., will be property of the Railway.

12.2 The contractor shall have to make and maintain at his own cost suitable approach road and path etc for proper inspection of various works. He shall also provide all facilities as required by the Engineer, such as ladder and other appliances for satisfactory inspection of the works and places where material for the work are stored or prepared.

12.3 DAMAGES ON CONTRACTOR'S ACCOUNT

The contractor will specifically note that in case any accident takes place due to the carelessness of the tenderers then the KRIDE administration may terminate the present contract. KRIDE reserves the right to recover to cost of damages due to such accident from the rescinded contract.

12.4 STUDY OF DRAWINGS AND LOCAL CONDITION

There are no specific drawings for the work except those shown in the Manual for Flash Butt Welding –JAN 2012 and other manuals listed under the relevant clause. It should be noted by the tenderers that local conditions may vary from site to site and the contractor shall execute the work according to the circumstances without making the Railway/KRIDE liable for any claims on account of such changes.

K-RIDE

12.5 **LABOUR CAMPS**

Land for setting up of temporary Lab/workshop by the contractor(s) or for his/their labour camp or for any other purpose shall have to be arranged by the contractor at his/their own cost and under his/their own arrangements. The contractor(s) however, will be permitted to make use of the Railway land to the extent that can be made available to him/them free of cost by the Railway/KRIDE in the vicinity of the site of works. The contractor/s shall at all times be responsible for any damage or trespass committed by his agents and workmen for carrying out the work.

12.6 The KRIDE Administration may recommend to the concerned authorities to issue necessary transport permits for the work. The contractor(s) shall however, furnish full justification for the above facilities, to enable the KRIDE Administration to address the State Government or other authorities in this connection. The contractor(s) shall also maintain regular logbook of receipts and issues of the material to work, if so required by the Civil Authorities. No claim would, however, be entertained due to non-issue of any permits.

12.7 No claim for idle labour and or idle machinery etc on any account will be entertained. Similarly, no claim shall be entertained for business loss or any such loss.

12.8 **PERMISSION TO WORK ON INDIAN RAILWAY SYSTEM**

The contractor(s) shall be responsible for obtaining necessary authorizations clearances, wherever required, for the movement of contractor's equipment on Indian Railway system

12.9 The contractor(s) shall submit competency certificate of working MFBWP, technical qualification and experience of their workmen, operator and supervisor to the Engineer-in-charge.

12.10 **INSURANCE**

The contractor shall demonstrate that he/they has/have necessary systems and provisions to pay compensation for any work related errors, damages, or accidents, which may occur. As a part of the provisions for the purpose of this tender, the contractor(s) may have third party insurance on the usual terms, which shall cover liability for compensation for any damages the contractor(s) may cause to the Indian Railways or to a third party in connection with the execution of the work. The insurance policy shall not contain any provisions, which would diminish Indian Railway's right to claim compensation directly from the insurance company. The contractor(s) shall submit necessary proof of the insurance to Indian Railways prior to commencement of the work.

12.11 **INTERRUPTION TO WORK DURING MONSOON & ON OTHER ACCOUNTS:**

The contract period may extend over a few monsoons. The contractor should, therefore, plan and programme his work keeping this fact in mind

The tenderer (s) are strongly advised to visit the area of proposed work before bidding and acquaint himself/themselves with the routine problems of the area such as :

i] Power supply schedule and availability of power in the region.
ii] Availability of water for various purposes.
iii] Availability of space for setting up workshop etc.
iv] Interruption on account of flash rains/flood.
v] Transport unions.
vi] Frequent public strikes, bundhs etc.
vii] Law and order situation, in general.
viii] Militancy, in general.
ix] Availability of skilled/unskilled labour.
x] Other miscellaneous factors having direct/indirect repercussion on the work.

K-RIDE

xi] Various Acts, Laws and rules and regulations prevailing in Karnataka, Maharashtra, Goa, Tamilnadu, Andhrapradesh states.

12.12 PROVISION OF LIGHT, SIGNALS ETC

The contractor(s) shall make such provision for lighting the works, material and plant and provide all such marks and lights, signal and other appliances as may be necessary or as may be required by the Engineer or other responsible authority during the execution, completion and the maintenance of the work and shall provide all labour, stores etc required for their efficient working and use at any time of day or night.

12.13 SAFETY PRECAUTIONS:

While working close to or alongside existing Railway track, the contractor shall be responsible for ensuring that no obstruction to the safe running of trains, or no interference with the signalling or electric wires etc., are caused at any time. He shall also make adequate arrangements to keep a sharp lookout for trains approaching from either direction. The work shall be carried out without interruption to moving traffic and infringement to the Railway standard schedule of dimensions. Adequate precautions shall be taken for plying vehicles adjacent to running lines

The contractor shall at all times adopt such safe methods of work as will ensure safety of structures, equipment, labour and public. If at any time, the Engineer-in-charge finds that the safety arrangements are inadequate or unsafe, the contractor shall take immediate corrective actions as directed by the Engineer at site.

The contractor(s) shall provide upon the works to the satisfaction of the Engineer and at such places as he may nominate, proper and sufficient life-saving, firefighting and first aid appliances which shall at all times be available for use.

The contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.

The conctractor shall ensure safe stabling of the **RCRV-MFBW** machine and other Tools and plants, well secured and well away from the track, not to infringe/ roll to track/ cause unsafe conditions to the train services.

12.14 CRITERIA OF CONSTRUCTION/CODES & SPECIFICATIONS

(i) The specifications mentioned in special conditions regarding Specifications shall be primarily governing.
(ii) Where there is conflict between IRS & IS Specifications, IRS specifications shall prevail.
(iii) Apart from the basic data, specifications etc. all items of works shall be governed by the following codes as revised/corrected/amended up to the time of submission of the tender/negotiated rates for acceptance.
(iv) Indian Railway Manual for Flash Butt Welding of rails-Revised Jan 2012 with up to date correction slips issued by RDSO/Lucknow.
(v) Manual for Ultra sonic testing of rails and welds
(vi) Indian Railway Permanent Way Manual.
(vii) Indian Railways Works Manual.
(viii) Engineering Code
(ix) SW Railway Schedule of Rates, 2022 with errata and correction slips up to date.
(xi) General Conditions of Contract amended from time to time.
(xii) GR & SR of SWR & WTT of SWR
(xiii) Indian Railways Schedule of dimensions for Broad Gauge.
(xiv) South Western Railway Engineering Department Specifications for material and works.

K-RIDE

13.0 WARRANTY

13.1 The contractor shall warrant that the welds executed under this contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the purchaser's specifications) or from any act or omission on the part of the contractor. The contractor shall also warrant that no defects will surface in the welded joints under normal use of such a welded track.

13.2 The **warranty** shall remain **valid for a period of 12 (Twelve) months from the date of putting the weld into service.**

13.3 KRIDE will notify the contractor in writing of any claims arising under this warranty. **Upon receipt of such notice**, the Contractor shall, with all **reasonable speed, repair or replace the defective welds.** No claim whatsoever shall lie on the Railway/KRIDE for the replaced weld thereafter.

13.4 If the contractor, having been notified as above, **fails to rectify the defect within a period of fifteen days,** the Railway/KRIDE may proceed to **recover double the cost of weld paid to the contractor plus Rs. 5000/- for each defective weld towards the cost of the price of rails** becoming scrap and other incidental cost without prejudice to any other rights which the railway may have against the contractor under the contract.

14.0 COMPLETION OF WORK

14.1 After the work is completed, the contractor/s shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such notice, the Engineer-in-Charge shall inspect the work. If there are any defects which, in the opinion of the Engineer-in-charge, are rectifiable he shall inform the contractors/s the defects noticed. The contractor/s after rectification of such defects shall notify the Engineer-in-charge and then the Engineer-in-charge will inspect the work and issue the completion certificate within 3 days, if the defects are rectified to his satisfaction, and if not shall inform the contractor indicating defects yet to be rectified.

14.2 In case defects are noticed by the Engineer-in-charge, which in his opinion, are not rectifiable but otherwise acceptable at reduced payment, the work shall be treated as completed. In such case completion certificate shall be issued by the Engineer-in charge within 30 days indicating the defects impossible to improve upon or correct, for which specified reduction in payment is made.

14.3 Clearance of site: The contractor after completion of the work shall clear the site of work, and tidy up the area and remove left over materials, debris etc. In case the contractor fails to do so, the same will be removed at the cost of contractor by the Engineer's representative. Rates shall be inclusive of the work of clearing site, tidying etc., after completion of the work.

15.0 MAINTENANCE PERIOD:

15.1 The maintenance period shall be **one year after the completion of the work**. **If any joint fails within this period, it shall be replaced, free of cost by the contractor with two joints, or the contractor shall reimburse four times the accepted rate per joint to Railway/KRIDE**, which will be adjusted from the security deposit available with the KRIDE or the contractor may be asked to deposit the amount.

K-RIDE

Annexure-1

PRECAUTIONS TO AVOID DEFECTS IN FLASH BUTT WELDED RAIL JOINTS

Following precautions shall be taken to avoid various defects in the welded joints:-

1. Oxide inclusion : The rail end faces and the adjoining surface of the rail profile to a width of about 25mm all round shall be cleaned properly by portable grinders or brushing machine or shot blasting to remove loose scale, rust, scabs, dust, paint etc. Oil and grease, if present shall be removed by Carbon Tetrachloride or Benzene.
2. Lack of fusion – Preheating cycle and time, flashing and butting stroke as standardized shall be strictly maintained during welding to avoid this defect.
3. Poor joints due to defect in rails – Rail ends having cracks and other visible rolling defects should be cropped before welding.
4. Notches and chisel marks adjacent to the weld joints. During stripping by chiseling and finishing by grinding, care should be taken that notches, dents or chisel marks are not formed on the rail surface as such f laws may act as stress raisers in service leading to premature failure.
5. Copper penetration/arching on rail foot bottom surface. During flash butt welding, the two copper blocks (electrodes) below the rails get worn out and grooved/dented due to rail movement. Besides this, after the flashing/burning off operations, lot of loose oxides of metal are deposited on the copper blocks. Due to the above reasons, current flow between the rail foot surfaces and the copper block is not continuous resulting in arcing and formation of local melting/denting and even copper penetration at the rail foot surface. Such affected area results in premature fracture. Therefore, after each operation loose oxide/metal shall be cleaned by brushing the copper block surfaces and the copper blocks shall be periodically reconditioned or replaced with new ones.
6. Use of treated water for cooling system – The pipes/tubes for circulation of water for cooling purpose are, generally, of small diameter. Due to presence of impurities in water, scaling on the inner side of the pipe takes place resulting in less circulation of cooling water and consequent problems. Therefore, suitably treated water should be used for cooling system. The welding plant/machine should not be operated if the cooling system is nonfunctional.
7. End squareness of rail end faces must be ensured. Better weld strength with minimum value and nearly parallel shape of HAZ can be achieved using perfect matching of rail ends.
8. Secondary output of current should be sufficient enough to achieve complete fusion of butting faces of rails.
9. Butting stroke should be sufficient for complete coalescence (Not less than 12 mm) .
10. Throughout uniform and smooth auto trimming of the squeezed out metal and complete grinding using profile grinder around the butt joint is essential .
11. Minimum and nearly parallel Heat affected Zone of the joint should be achieved by setting the weld parameters.
12. Facilities for auto recording of weld parameters including final butting pressure shall be available.
13. When welding is carried out in-situ, minimum 20 minutes time after trimming is required to pass train through the weld with proper packing and support below the joint.

K-RIDE

Annexure-2

DIMENSIONAL TOLERANCES FOR FINISHED FLASH BUTT WELDED JOINTS

A. Welds with new rails

(i) Vertical mis-alignment : +0.3 mm) at the centre of a 1 m- 0.0 mm) straight edge.
(ii) Lateral mis-alignment : ±0.3 mm at the centre of a 1 m straight edge
(iii) Head finishing (in width): Side of rail head should be finished to:- ±0.25 mm on gauge side at the centre of 10 cm straight edge.
(iv) Finishing of top table surface: +0.2 mm)at the centre of a 10cm straight - 0.0 mm) edge.
(v) Web zone (under side of head,) : +3.0 mm) of the parent contour web, top of base, both fillet) - 0.0 mm) each side
(vi) Upper sides, under surfaces and edges of rail foot shall be ground smooth. The edges of foot should be rounded and bottom of rail foot ground smooth without any minus tolerances to ensure proper seating on sleepers, unhindered movement of welded panels on end unloading rakes, avoid damage to elastic rail pads and eliminate stress riser.

NOTE: Tolerances for BSP rail rolled as per Explanatory Note to IRST-12/2009 shall be as under:-

(a) Vertical misalignment- +0.4 mm) at the centre of a 1 m - 0.0 mm) straight edge.
(b) Lateral misalignment- +0.4 mm -do-

B. Welds with Old rails

(i) Vertical misalignment : +0.5 mm at the centre of a 1 m straight edge.
(ii) Lateral misalignment : +0.5 mm at the centre of a 1 m straight edge
(iii) Head finishing (on sides): +0.3 mm on the gauge side at the centre of a 10 cm straight edge.
(iv) Head finishing (on top table surface): +0.2 mm at the centre of a 10cm straight edge.
(v) Web zone (under side of head : +3.0 mm) of parent contour Web, top of base, both fillets each side:- 0.0 mm)
(vi) Upper sides, under surfaces and edges of rail foot shall be ground smooth. The edges of foot should be rounded and bottom of rail foot ground smooth without any minus tolerances to ensure proper seating on sleepers, unhindered movement of welded panels on end unloading rakes, avoid damage to elastic rail pads and eliminate stress riser.
(vii) The above tolerances are finished tolerances of welds inclusive of tolerances of rail.

C. VISUAL Defects – No dents, notches, uneven head surface etc.,

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K-RIDE

Name Of work : "Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Flash Butt welding of new/second hand 60kg/52kg/260R rails (90UTS/72 UTS) Rails/Panels at site using rail cum Road Mobile Flash Butt welding plant including USFD testing of welded joints".	
SUMMARY OF BILL QUANTITIES	
Particulars	**Department Value**
Schedule : "J- 1"	**1,66,88,248/-**
Schedule : "J- 2"	**94,50,000/-**
Schedule : "J- 3"	**22,05,086/-**
TOTAL	**2,83,43,334/-**

Schedule "J-1 "
(Items as per SWR USSOR 2022 for execution of Formation works, Bridge works & P.way works)

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
093010	Flash Butt Welding of 90 UTS rails and finishing of weld to meet the prescribed tolerances and pass all stipulated tests, conforming to IR's Manual for Flash Butt Welding of Rails with latest amendment, using contractor's self-propelled rail cum road / Mobile FBW Plants, tools, equipments and consumables. Item also includes painting with anticorrosive paint as approved and marking of welded joints, pre-straightening & post-straightening of panels and USFD testing of finished weld as directed by Engineer in-charge. **(upto 40 m long)**				
093012	60 Kg on Cess / **track without traffic block**	EACH	4600	3,627.88	1,66,88,248
Total					**1,66,88,248**

Schedule "J -2" - For FBW welding of rails 260m long					
ITEM NO	**DESCRIPTION OF ITEM**	**UNIT**	**QTY**	**RATE**	**AMOUNT**
NS	Flash Butt Welding all type of 20rail panels (60Kg/52Kg-72/90/110 UTS or higer new/in service rails) at site using contractor's own propelled mobile Flash Butt welding plant & other equipments, machinery, tools and plants, accessories, consumables, materials, labour etc., complete and finishing weld to meet the prescribed tolerances and pass all stipulated tests, conforming to IR's Manual for flash butt Welding of Rails with latest amendment. Item also includes painting with anticorrosive paint as approved and marking of welded joints, pre - straightening & post - straightening of panels and USFD testing of finished weld as directed Engineer in-charge . THe rates are inclusive of all necessary rail cutting, lifting, pulling, handling of 20 rail panels, adjustment of welding gap as requried, Loosening/tightening/removal/refixing of fittings & fasteigs, mobilisatipn of FBW plant all taxes, all lead etc., completed as per directions of Engineer-in - charge. (230-260m)	Each	525	18000	94,50,000
Total					**94,50,000**

Schedule "J - 3" - Welding Ancillary works.					
ITEM NO	**DESCRIPTION OF ITEM**	**UNIT**	**QTY**	**RATE**	**AMOUNT**
064030	Cutting / cropping of rail of 60Kg – 90 UTS, manually and perfectly vertical with contractor's labour, hacksaw blade and tools & plants - Note: 1.Manual cutting should be used only in emergencies with prior permission of sectional ADEN where machine cutting can not be arranged in time. 2. Cutting of Rails with blade and forcing to part by using other means to break the rails is prohibited. 3.Rails should be cut right through hacksaw blades only.				
064031	on Cess / track without traffic block	EACH	4600	298.23	13,71,858
064040	Drilling of hole of different diameter and chamfering, in rail of any section and any UTS manually only in emergencies with contractor's labours, tools & plants, consumables etc.				
064041	Hole of dia. 26.5mm and above	EACH	500	276.89	1,38,445
064042	Hole of dia. below 26.5mm	EACH	500	170.92	85,460
133010	Pulling back of rails / panels on running track for creep adjustment or other incidental activities by removing and re-fixing all the fittings, and fastenings including squaring of sleepers and slack picking of displaced sleepers, as directed.				
133011	For rails up to 13 metre length (free rails)	TRM	4070	32.81	1,33,537
133012	For rails up to 40 metre length (PC, SEJ)	TRM	990	36.1	35,739

172040	Loading, leading and unloading of all types of P.Way fittings and all other miscellaneous material except Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: Lead shall be the shortest motorable road length between the points of loading and unloading.				
172041	Lead up to 5 Km	MT	230	153.48	35,300
172042	Lead beyond 5 Km and up to 10 km	MT	230	192.87	44,360
172043	Lead beyond 10 Km and up to 20 km	MT	230	246.67	56,734
172044	Lead beyond 20 Km and up to 30 km	MT	230	312.4	71,852
172045	Lead beyond 30 Km and up to 50 km	MT	230	403.95	92,909
172046	Lead beyond 50 Km and up to 100 Km	MT	230	603.88	1,38,892
	TOTAL (without Premium)				**22,05,086**

SECTION-10

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT ETC.,

K-RIDE

INDEX

Table of Forms

SL. NO	DESCRIPTION	PAGE NO
1	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	**127**
2	FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY	**128-130**
3	FORM OF BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY	**131-133**
4	ADVANCE PAYMENT SECURITY	**134-137**
5	INDEMNITY BOND FOR THE SAFE CUSTODY OF THE MATERIALS SUPPLIED BY THE CONTRACTOR	**138-140**

NOTE: *This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.*

All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.

K-RIDE

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To,……(Name of the Employer)
……..(Address of the Employer).

Whereas ……(Name and Address of the contractor) (herein after called the Contractor) has undertaken, in pursuance of contract no…….. Dated:……(Name of the contract and brief description of the work) (herein after called the Contract)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____*[amount of guarantee]* Rupees_____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

K-RIDE

FORM OF BANK GURANTEE FOR PERFORMANCE SECURITY

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:
Name and Address of the Bank…..
……..
To:
The Managing Director,
Rail Infrastructure Development Company (Karnataka) Limited,
"Samparka Soudha" , 1st Floor,
B.E.P Premises (Opp. Orion Mall),
Dr. Rajkumar Road,
Rajajinagar 1st Block,
Bangalore - 560 010

WHEREAS**,** Rail Infrastructure Development Company (Karnataka) Limited, hereinafter called the **Employer,** acting through ***[Insert Designation and address of the Employer's Representative]***, has accepted the bid of ***[Insert Name and address of the Contractor]***, hereinafter called the **Contractor,** for the work of ***[Insert Name of Work]***, vide Notification of Award No ***(Insert Notification of Award No…***) **AND**

WHEREAS, the contractor is required to furnish Performance Security for the sum of ***[Insert Value of Performance Security required]***, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, ***[Insert Name of the Bank]***, with its Branch ***[Address]*** having its Headquarters office at ***[Address]***, hereinafter called the **Bank,** acting through ***[Designation(s) of the authorised person of the Bank]***, have, at the request of the *[Insert name of the JV partner]* , a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1 KNOW ALL MEN by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],***being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of ***[Insert Value of Performance Security required]*** as above stated.

2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal not withstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Bank Guarantee shall be unconditional and irrevocable.

6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8 This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on [***Insert the date twenty-eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.

9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

14. This guarantee shall be valid for 28days from the date of expiry of defect liability period.

Date ……. ……

Place……. [*Signature of Authorized person of Bank/Guarantor]*

K-RIDE

……
[Name in Block letters]

……..
[Designation]

……
[P/Attorney] No.

……..
Bank's Name and Seal

[P/Attorney] No……

Witness:

1. *Signature*
   Name & Address & Seal

2. *Signature*
   Name & address & Seal

K-RIDE

Note :

1. *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*

2. *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

3. *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of of their respective percentage share specified in the JV Agreement. The percentage share of M/s [**Insert Name of the JV Partner**] in the JV is [**Fill share % in the JV**] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

FORM OF BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From:

Name and Address of the Bank…..
……..

To:
The Managing Director,
Rail Infrastructure Development Company (Karnataka) Limited,
"SamparkaSoudha" , 1st Floor,
B.E.P Premises (Opp. Orion Mall),
Dr. Rajkumar Road,
Rajajinagar 1st Block,
Bangalore - 560 010

K-RIDE

WHEREAS**,** Rail Infrastructure Development Company (Karnataka) Limited, hereinafter called the **Employer,** acting through ***[Insert Designation and address of the Employer's Representative]***, has accepted the bid of ***[Insert Name and address of the Contractor]***, hereinafter called the **Contractor,** for the work of ***[Insert Name of Work]***, vide Notification of Award No.***[Insert Notification of Award No.]***.
AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ***[Insert Value of Performance Security required]***, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, ***[Insert Name of the Bank]***, with its Branch ***[Address]*** having its Headquarters office at ***[Address]***, hereinafter called the **Bank,** acting through ***[Designation(s) of the authorised person of the Bank]***, have, at the request of the *[Insert name of the JV partner]* , a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1 KNOW ALL MEN by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],***being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of ***[Insert Value of Performance Security required]*** as above stated.

2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any

such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank..

3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Bank Guarantee shall be unconditional and irrevocable.

6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8 This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on [***Insert the date twenty-eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.

9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

K-RIDE

Date …… ……
Place……. [*Signature of Authorised person of Bank]*

…….

[Name in Block letters]

……..
[Designation]

……..……

[P/Attorney] No.

……..
Bank's Seal

[P/Attorney] No.……
Witness:

3. *Signature*
   Name & Address & Seal

4. *Signature*
   Name & address & Seal

Note :

1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*

2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

3 *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of of their respective percentage share specified in the JV Agreement. The percentage share of M/s [**Insert Name of the JV Partner**] in the JV is [**Fill share % in the JV**] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

K-RIDE

ADVANCE PAYMENT SECURITY

(On non-judicial stamp paper of appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From
[Name and Address of the Bank]

To
The Managing Director,
Rail Infrastructure Development Company (Karnataka) Limited,
"Samparka Soudha" , 1st Floor,
B.E.P Premises (Opp. Orion Mall),
Dr. Rajkumar Road,
Rajajinagar 1st Block,
Bangalore - 560 010

Beneficiary/Employer: Rail Infrastructure Development Company (Karnataka) Limited.

Guarantee No.: *[…..reference number of the guarantee….]***Dated:** *[……..]*

K-RIDE

WHEREAS, Rail Infrastructure Development Company (Karnataka) Limited**(hereinafter called the Employer)** has entered into Contract No. [….*reference number of the Contract….]*dated *[…….]* for the execution of *[name of the contract]* **(hereinafter called the Contract)** with*[….name of the Contractor….]***(hereinafter called the Contractor)**.

WHEREAS, according to the Conditions of the Contract, an advance payment is admissible to the contractor against submission of bank guarantee(s).

At the request of the Contractor, we *[….name of the Bank….]* with our branch at*[….address….],*having our Head Office at *[….address….]* ***(*hereinafter called the Bank)** have, at the request of *[.....Insert name of the JV partner.....]*, a JV partner on behalf of the Contractor, agreed to give the said guarantee as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned *[….Insert name(s) of authorized representative(s) of the Bank….],* being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantees

to pay the Employer the sum of Rs.*[….value in figure….]*(Rupees [….*value in words….] only*(**hereinafter called the Full Amount)**.

2. The Bank undertakes to immediately pay to the Employer, without any demur, reservation or recourse, any amount up to and including aforementioned full amount upon first written demand/demands from the Employer.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4. The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank, the Contractor or the Employer.

6. The Bank agrees that no change, addition, modification to the terms of the Contract Agreement or to any document, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

7. This guarantee is valid and effective from the date of it's issue, which is *[….date of issue….]*. The guarantee and our obligations under it will expire on dated ……..*[….Please refer note 4 & 5….]*. All demands for payment under the guarantee must be received by us on or before that date.

8. The Bank agrees that the Employer's right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee validity period expires.

9. The Bank agrees that it's obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

10. The expressions Bank and Employer herein before used shall include their respective successors and assigns.

K-RIDE

11. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Dated[.....]

Place[.....]

……..
(Signature of the Authorized Person of the Bank)

……..
(Name in Block Letters)

……..
(Designation)

……..
(Bank's Seal)

……..
(Authorization No.)

Witness:

1. ……..
   Signature, Name & Address

2. ……..
   Signature, Name & Address

Note:

1. *All italicized text in brackets [….text….] is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*

2. *In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be issued by Indian operations branch of the said bank.*

3. ***Mobilization Advance***

   (a) For Single Entity

K-RIDE

For each Installment of Advance, two Bank Guarantees of equal amounts (each equal to half of the first installment of advance plus 10%) shall be furnished. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.

OR

(b) For JV/Consortium

*For each Installment of Advance, individual JV/*Consortium *partner shall furnish Bank Guarantee equal to his share in the installment of Advance plus 10%. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.*

4. ***Advance against Plant and Machinery***

(a) For Single Entity

For each Installment of Advance, a Bank Guarantee equal to the installment of advance plus 10% shall be furnished. The Bank Guarantee shall be valid for the stipulated completion period of the contract.

OR

(b) For JV/Consortium

*For each Installment of Advance, individual JV/*Consortium *partner shall furnish a Bank Guarantee equal to his share in the installment of advance plus 10%. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.*

K-RIDE

INDEMNITY BOND FOR THE SAFE CUSTODY OF THE MATERIALS SUPPLIED BY THE CONTRACTOR

(To be executed on Non-Judicial Stamp Paper of Appropriate Value and notarized)

THIS INDEMNITY BOND made on this _____ day of _____ 20___ by _____(*insert the name of the Contractor and its registered address*) (hereinafter called "the Contractor") which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns, in favour of the Rail Infrastructure Development Company (Karnataka) Limited, Samparka Soudha" ,1st Floor, B.E.P Premises (Opp. Orion Mall),Dr. Rajkumar Road, Rajajinagar 1st Block, Bangalore - 560 010 (hereinafter called "K RIDE") on the other part.

WHEREAS by an Agreement/Letter of Acceptance No._____dated _____ (hereinafter called "the said agreement"), the Contractor has agreed to execute the _____(*Name of Work*) (hereinafter called "the Works") .

AND WHEREAS the Contractor has submitted to K RIDE/ the Engineer for payment on materials procured by him and brought to the site of the Works or his workshop for use in the Works.

AND WHEREAS K RIDE/ the Engineer has agreed to make advance/stage payment to the Contractor the total sum of Rs._____ (*in Figures*) [Rupees _____ (*in Words*) in Interim Payment Certificate (IPC) No._____, the quantities and other particulars of which are detailed in this IPC for the said works signed by the Contractor on _____ for the Materials brought by the Contractor to site of the works. Brief details are also mentioned in schedule 1 appended hereto.

NOW THIS INDEMNITY BOND WITNESS that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (*in Figures*) _____ (*in Words*) on or before the execution of these presents to be paid to the Contractor by K RIDE so aforesaid, the Contractor doth hereby covenant and agree with K RIDE and declare as follows: -

1. That the said sum of Rs. _____ (*In Figures*) _____ (*in Words*) to be paid by K RIDE to the Contractor as aforesaid shall be utilized by the Contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Materials detailed in the said IPC which have been offered to and accepted by K RIDE/ the Engineer, are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive any further payment on the Materials which are not absolutely his own property and free from encumbrances of any kind, the Contractor indemnifies the K RIDE against all claims on any Materials in respect of which payment is to be made to him as aforesaid.
3. That the Contractor undertakes that the Materials shall be used exclusively for the performance / execution of the Contract strictly in accordance with the terms and conditions of the Contract and no part of the Materials shall be utilized for any other work or purpose whatsoever.

4. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Materials against all risks whatsoever including acts of the God till the Materials are duly incorporated in the works, commissioned and are taken over by K RIDE/Railway (including surplus Materials, if required as instructed by K RIDE/ the Engineer) in accordance with the terms of the Contract. The Contractor undertakes to keep K RIDE harmless against any loss or damage that may be caused to the Materials.

5. That the said Materials shall not on any account be removed from the site of the works except with the written permission of K RIDE/ the Engineer. Further, K RIDE/ the Engineer shall always be free at all times to take possession of the materials in whatever form the materials may be in, if in its opinion, the Materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts or omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of K RIDE to return the Materials without any demur or reservation.

6. That the said materials shall, at all times, be open to inspection by K RIDE/ the Engineer or any authorized representative. In the event of the said material or any part thereof at any time being found to be in lesser quantity than for which payment has been released or the same has been stolen, destroyed or damaged or becoming deteriorated, the Contractor will forthwith replace the same or repair and make good the same as required by K RIDE/ the Engineer.

7. That making payment does not mean that Materials are of required specifications and quality or that whole of the quantity brought to site by Contractor will be used in the work. The Contractor is fully responsible for the materials to conform to required quality and specification and if at any time K RIDE/ the Engineer do not find the material satisfactory, the Contractor at his own cost would replace these. K RIDE/ the Engineer would be at liberty to recover cost of these from any dues of the Contractor. Also any Materials which are in excess of what is finally required under the contract would be the Contractor's property without any liability on K RIDE/ the Engineer who would recover the cost of this from the Contractor.

8. That this INDEMNITY BOND is irrevocable. If at any time, any loss or damage occurs to the Materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of K RIDE/ the Engineer as to assessment of loss or damage to the Materials shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Materials at its own cost and/or shall pay the amount of loss to K RIDE without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to K RIDE/ the Engineer against the Contractor under the Contract or under this Indemnity Bond

9. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of those presents, the total amount of the payment shall immediately on the happening of such default be recovered by K RIDE/ the Engineer from any dues of Contractor. It is also clearly understood by the Contractor that non-

K-RIDE

observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

10. IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative, the day, month and year first above mentioned.

11. SCHEDULE 1

Particulars of the Materials	Quantity	Value of the Materials

Signed, Sealed and Delivered by the said Contractor

(Contractor's Name)

Dated: …… (AUTHORISED SIGNATORY)

Place: …… SEAL OF COMPANY

IN THE PRESENCE OF:

WITNESS: SIGNATURE _____

NAME: _____

ADDRESS : _____

Note:

The contractor has the option to submit the INDEMNITY BOND *to cover all the items and quantities of Materials of stage payment or to submit* INDEMNITY BOND *each time the stage payment is to be taken or Materials advance is to be taken.*

Office of the……

No. Date:……...

--00--00--00--

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