

PART 3 – CONDITIONS OF CONTRACT (CC) AND CONTRACT FORMS

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Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A - Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Bengaluru Integrated Rail Infrastructure Development Enterprise Limited, (Bi-RIDE) Samparka Soudha, 1 st Floor, Dr. Rajkumar Road Opposite Orion Mall, Rajajinagar 1 st Block Bengaluru-560010 Email: gmprocurement@kride.in
Engineer's name and address	1.1.2.4 & 1.3	Project Director, General Consultant (EGIS-AECOM-LBI(WSP) JV), #11/23, Suryadev Building, Rajajinagar, 1 st Block, Bengaluru-560010.
Bank's name	1.1.2.11	KfW Development Bank ("KfW") and European Investment Bank ("EIB")
Borrower's name	1.1.2.12	Bengaluru Integrated Rail Infrastructure Development Enterprise Limited, (Bi-RIDE)
Time for Completion of the Works	1.1.3.3	730 days (24 Months)
Defects Notification Period	1.1.3.7	730 days. (24 Months)
Sections	1.1.5.6	Bangalore Sub-urban Rail Project (BSRP) Soladevanahalli depot, Corridor-1
Electronic transmission systems	1.3	Electronic transmission shall be in the form of scanned copy of original documents, Letters, Mail, Post communicated through authorized E-Mail IDs of Parties.
Contractor's name and address	1.3	<i>Bidder to submit along with the bid)</i>
Governing Law	1.4	Acts and laws of India
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties entering into a Contract Agreement	1.6	The Parties shall enter into an Contract Agreement within 28 days after the Contractor receives of Letter of Acceptance.
Care and Supply of Documents	1.8	Five (5) soft (digital) copy(ies); and
No. of copies of Contractor's Documents		Five (5) hard (paper) copy(ies)

Conditions	Sub-Clause	Data
Time for Access to the Site	2.1	<p>After award of the work, The Engineer shall grant the Contractor right of access to, and /or possession of, the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/ modify the schedule for completion of Works according to progressive possession / right of such sites.</p> <p>If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence.</p> <p>After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time Sub-Clause 8.4 [Extension of Time for Completion] and no monetary claims whatsoever shall be paid or entertained on this account.</p> <p>The Engineer reserves the right to make each site available to the Contractor any time before or after the Access Dates. The Engineer will notify the Contractor of the actual Access Dates in advance for each part of the works. This Notice will specify the area to which it refers is accessible and in a sufficient state of completion to permit the Contractor to begin installation and testing therein. It shall not imply that the Contractor will enjoy exclusive use of the area or that the work of other Contractor's therein is complete. The Contractor shall begin installation in each area by the actual Access Date and shall complete all installation and testing in each area by the relevant Key Date (If any).</p> <p>Notwithstanding the actual Access Date, whether before or after the stipulated Access Dates, the Employer shall not accept any increase in cost to the Employer.</p>
Engineer's Duties and Authority	3.1 (B) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 25% shall require approval of the Employer.
Performance Security	4.2	The performance security will be in the form of a Bank guarantee of the amount(s) at 3% (three percent) of the Accepted Contract Price and in the same currency (ies) of the Accepted Contract Price, issued from scheduled commercial bank of Indian or Foreign origin (Except Cooperative Bank) having business office in India.
Subcontractors	4.4	<p>No Direct payment of Sub-Contractors is allowed.</p> <p>The value of a sub-contract excluding design work and the items in the Schedule of Miscellaneous works shall be limited to 50% of the contract price. The contract or any agreement between the contractor and subcontractor shall be in accordance with the "Contract".</p>
Progress reports	4.4.1	Monthly / Five (5) copies
Normal working hours	6.5	<p>Normal working hours are 00.00 HRS to 24.00 HRS in two Shifts. The Contractor, if required, shall carry out work during night hours or in shifts. The Contractor shall carry out work during Sundays / Holidays., for all site works.</p> <p>The Contractor shall not be entitled to any claim in addition to</p>

Conditions	Sub-Clause	Data
		the Accepted Contract Price on account of night/ shift working.
Effective access to the Site	8.1(c)	After award of the work, The Employer / Engineer 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 Works according to progressive possession / right of such sites.
Delay damages for the Works	8.7 & 14.15 (b)	Please refer Annexure-1 of Part `A` (Contract Key dates and Completion Date in this section).
Maximum amount of delay damages	8.7	10% of the Contract Price
Provisional Sums	13.5 (b) (ii)	Please refer relevant provisions in PCC 13.5, Part-B
Adjustments for Changes in Cost	13.8	Please refer relevant provisions in PCC
Contract Price	14.1 (b) 14.1 (e)	Please refer relevant provisions in PCC Please refer relevant provisions in PCC
Total advance payment	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable. Number and timing of instalments, currencies and proportions and start repayment of advance payment – refer relevant provisions in PCC.
Repayment amortization rate of advance payment	14.2(b)	Please refer relevant provisions in PCC
Application for Interim Payment Certificates Copies of Statement	14.3	Five (5) soft (digital) copy(ies) and Five (5) hard (paper) copy(ies)
Percentage of Retention	14.3(c)	Retention money equal to 10 percent of the amount due to the Contractor in IPC's/ Running bills from time to time will be retained, so as to maintain a reserve in the hands of the Employer equal to 5 percent of the Contract Price. If the Contractor submits the Bank Guarantee of 5% of Contract Price (before 1st RA Bill) then the Security deposit shall not be deducted and the validity of the BG shall be till Defect liability period.
Limit of Retention Money	14.3(c)	Five percent (5%) of the Accepted Contract Price
Plant and Materials	14.5(b)(i) 14.5(c)(i)	NIL NIL
Minimum Amount of Interim Payment Certificates	14.6	Gross Bill Amount: NIL
Time for Payment of Interim Payment Certificates	14.7	Please refer relevant provisions in PCC 14.7 Part-B.
Contractor's Bank Account	14.7	<u>[insert bank account details at the time of contract signing]</u>
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	<i>Not Applicable</i>
Delayed Payment	14.8	No financing charges shall be payable due to delayed payment under Cl. 14.8
Statement at Completion No. of Copies	14.10	Five (5) soft (digital) copy(ies) and Five (5) hard (paper) copy(ies)
Application for Final Payment Certificate No. of Copies	14.11	Five (5) soft (digital) copy(ies) and Five (5) hard (paper) copy(ies)

Conditions	Sub-Clause	Data
Currency / Currencies of Payment	14.15	INR Only
Currency / Currencies of Payment	14.15	“base date” for the purpose of this clause will be the date of submission of the bill “Central Bank of the country” would mean the Reserve Bank of India Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of base date.
Maximum total liability of the Contractor to the Employer	17.6	100% of the Contract Price.
Periods for submission of insurance: a. evidence of insurance b. relevant policies	18.1	Evidence(s): Within twenty-eight (28) days from the date of receipt of Letter of Acceptance Policy(ies): Within forty-five (45) days from the date of receipt of the Letter of Acceptance If the Contractor is insuring party & fails to submit the policy of insurance within forty five (45) days or submit the policy for lesser period or does not extend adequately, a penalty for such uninsured period as well as delay beyond forty five (45) days, shall be recovered at “per day basis”, proportionate to amount of premium payable for the work from any monies due to the Contractor or if the amount is not sufficient the Performance Guarantee shall be retained by Employer till Contractor pays the dues towards renewal of these insurances.
Maximum amount of deductibles for insurance of the Employer’s risks	18.2(d)	NIL
Minimum amount of third party insurance per occurrence	18.3	Up to INR 20 Lakhs per occurrence, with number of occurrences unlimited.
Date by which the DB shall be appointed	20.2	28 days after the Commencement date.
The DB shall be comprised of	20.2	Please refer relevant provisions in PCC.
List of potential DB sole members	20.2	Please refer relevant provisions in PCC.
Appointment (if not agreed) to be made by	20.3	Please refer relevant provisions in PCC.
Arbitration institution	20.6(a)	Please refer relevant provisions in PCC.
Arbitration rules	20.6(a)	Please refer relevant provisions in PCC
Special/Acceleration Advance		Special/Acceleration Advance shall be limited to 5% of contract price as stated in LOA

Table: Summary of Sections

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay (Sub-Clause 8.7)
Bangalore Sub-urban Rail Project (BSRP) Soladevanahalli Depot.	730 days (24 Months)	10% of the Contract Price. For details, please refer Annexure-1 of Part `A` (Contract Key dates & Completion Date in this section).

Part B - Specific Provisions

Conditions	Sub-Clause	Specific Provisions
1.1.1 Contract	1.1.1	
1.1.3.7 Defects Notification Period	1.1.3.7	Add, at the end of the Sub-Clause “or taken over under Sub-Clause 10.2 [Taking Over of Parts of the Works]”
1.1.6.11 Exceptionally Adverse Climatic Conditions	1.1.6.11	<p><i>Additional Sub-Clause</i></p> <p>“Exceptionally Adverse Climatic Conditions” means: at the Site which are Unforeseeable having regard to climatic data made available by the Employer under Sub-Clause 4.1 [Site Data] and/or climatic data published in the Country for the geographical location of the Site;</p> <p><i>[The exceptionally adverse climatic conditions referred to under Sub-Clause 8.4 item c) must be defined for each and every Site.</i></p> <p><i>In order to establish whether such climatic conditions occurred, it may be appropriate to compare the adverse climatic conditions with the frequency with which events of similar adversity have previously occurred at or near the Site. An exceptional degree of adversity might, for example, be regarded as one which has a probability of occurrence of four or five times the Time for Completion of the Works (for example, once every eight to ten years for a two-year contract).</i></p>
1.2 Communications	1.3	<p><i>Add the following at the end of item (a), after “Contract Data” and before “;”:</i></p> <p>“In case of electronic transmission, these communications shall be in the form of an un-editable record attached to an electronic mail, such as a PDF document for instance, and any other communication transmitted in a different manner, such as the email body text, shall not be construed as communication under the Contract”.</p>
1.15 Inspections and Audit by KfW	1.15	<p><i>This Sub-Clause is deleted in its entirety and replaced by:</i></p> <p>“The Contractor shall permit, and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit, KfW and/or EIB and/or persons appointed by the KfW and/or to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by KfW and/or EIB if requested by KfW and/or EIB.</p> <p>The Contractor’s attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of KfW’s and/or EIB’s inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination.”</p>
1.5 Priority of Documents	1.5	<p><i>Replace sub-clause 1.5 with the following:</i></p> <p>The priority of the documents shall be as follows: (a) the Contract Agreement (On appropriate Stamp Paper). (b) the Letter of Acceptance (LOA)</p>

Conditions	Sub-Clause	Specific Provisions
		<p>(c) Accepted Financial Bid & Bill of Quantities (d) Corrigendum / Addendum/ Clarifications (e) the Particular Condition of Contract PCC)- Part-A (f) the Particular Condition of Contract PCC)- Part-B (g) the General Conditions (GC) (h) the Work Specification & Employer's Requirement, (i) the Drawings, (j) Contractor's Submissions (k) and any other reference documents forming part of the Contract.</p> <p>If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of Competent Authority.</p>
2.5 The Employer's Claims	2.5	<p><i>In the first line of the second paragraph delete the words:</i> "28 days" <i>and replace with the words "42 days".</i></p>
3.4 Replacement of the Engineer	3.4	Not applicable.
4.1 Contractor's General Obligations	4.1	<p><i>Insert the following at the end of the 2nd paragraph:</i> "Goods and services from countries under embargo from Germany the European Union or the United Nations are not eligible and shall not be used by the Contractor."</p>
4.2 Performance Security	4.2	<p><i>Delete last sentence of second paragraph and replace by the sentence:</i> "The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor and requiring the Bank's non-objection and shall be in the form annexed to the Particular Conditions."</p> <p>Once the variation approved under Cl. 13.3 (GCC) exceeds beyond 25% of the Contract Price, contractor shall submit the additional Performance Security to cover entire amount of approved variation at the rate stated above.</p>
4.4 Subcontractors	4.4	<p><i>Add the following at the end of the Sub-Clause:</i> "Unless explicitly agreed to by the Engineer, the ESHS Specifications apply to all Subcontractors and Suppliers used for the execution of the Works. The Contractor is fully liable for all actions, non-compliance and negligence by Subcontractors and Suppliers their representatives, employees and workers, to the same degree as it would be held liable for its own actions, non-compliance or negligence or that of its own representatives, employees or workers."</p> <p>Specialist Subcontracting</p> <p>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.</p> <p>If the contractor proposes to change the sub-contractor for E&M works post award of the contract, then Sub-</p>

Conditions	Sub-Clause	Specific Provisions
		contractor credential shall be evaluated as per the E&M qualification Criteria and to be appointed only after approval of Employer.
4.8 Safety Procedures	4.8	Add the following at the end of the Sub-Clause: f) The Contractor shall ensure compliance with the ESHS Specifications.
4.13 Rights of Way and Facilities	4.13	Add the following to sub clause 4.13: The Employer reserves the right to make use of these service roads / rights of way for itself or for other contractors working in the area, as and when necessary without any payment to the Contractor
4.17 Contractor's Equipment	4.17	Add the following to sub clause 4.17: Upon completion of the Works the Contractor shall remove from the Site the entire said Contractor's Equipment, Temporary works and his unused materials within 42 days after the Issuing of taking over certificate, failing which the employer may remove them at contractor's cost
4.18 Protection of the Environment	4.18	Add the following after the last paragraph: "These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure compliance with."
4.19 Temporary Utilities	4.19	Add the following to sub clause 4.19: The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at his discretion assist the Contractor in giving recommendatory letters etc.
4.17 Progress reports	4.21	Add the following new item at the end of the Sub-Clause: i) "matters requested under the ESHS Specifications."
4.22 Security of the Site	4.22	Add the following to sub clause 4.22: (c) The Contractor shall ensure proper security of all his assets along with Employer's assets by proper barricading / fencing (wherever required) and by deploying adequate security personnel and Security Equipment at his own cost. (d) The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect which includes the following: (i) take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation; (ii) provide 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

Conditions	Sub-Clause	Specific Provisions
		(iii) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the Employer to carry out surveillance, by installing CCTV Cameras with backup system to verify that the Safety & security Plans are being properly and fully implemented.
4.24 New Clause - Assignment of Contractor's and Sub-contractor's Obligations	4.24	<p>Add new sub-clause 4.24:</p> <p>The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by:</p> <ul style="list-style-type: none"> a. charge in favour 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. <p>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.</p> <p>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 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.</p>
4.25 New Clause - Temporary Works	4.25	<p>Add a new sub-clause 4.25:</p> <p>All temporary works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Employer/Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Employer/Engineer shall direct. In case the Contractor fails to remove the temporary works on completion the Employer/Engineer is authorized to get the same removed and recover the cost thereof from the Contractor.</p>
4.26 New Clause - Access for Engineer (New Clause)	4.26	<p>Add a new sub-clause 4.26:</p> <p>The Contractor shall allow at all times the Employer / Engineer, or any other person authorized by the Employer/Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that subcontracts if any shall contain provisions entitling the Employer/Engineer or any person authorised by him to have such access.</p>

Conditions	Sub- Clause	Specific Provisions
4.27 New Clause - Contractor to keep Site Clear	4.27	<p><u>Add a new sub-clause 4.27:</u></p> <p>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 Employer / 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 Employer/Engineer will be recovered from the Payments due to the Contractor.</p> <p>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 clearance of labour camps etc. shall have been effected by him.</p>
4.28 New Clause - Publicity	4.28	<p><u>Add a new sub-clause 4.28:</u></p> <p>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</p>
4.29 New Clause- Disclosure of Relationship	4.29	<p><u>Add a new sub-clause 4.29:</u></p> <p>If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.</p>
4.30 New Clause -Use of Explosives	4.30	<p><u>Add a new sub-clause 4.30 Use of Explosives:</u></p> <p>Explosives shall not be used on the Works or on the Site by the Contractor without the consent of the Employer/Engineer and shall be used in the manner and to the extent permitted by the Employer/Engineer.</p> <p>The explosives shall be handled and used under the strict supervision of persons licensed for this purpose under the requisite statutory rules and regulations. When explosives are required for the Works they shall be stored in a special magazine to be provided at the cost of the Contractor in accordance with 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 All operations, in which or for which the explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall hold the Employer harmless and shall indemnify the Employer in</p>

Conditions	Sub-Clause	Specific Provisions
		respect thereof. The Contractor shall follow all extant rules and regulations regarding the procurement, storage, transport etc. of explosives
4.31 New Clause - Work by Persons Other than Contractor	4.31	<p>Add a new sub-clause 4.31:</p> <p>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, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Employer/Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. All expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor. Provided that the Employer/Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing</p>
4.32 New Clause - Confidentiality of Information	4.32	<p>Add a new sub-clause 4.32:</p> <p>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</p>
6.6 Facilities for Staff and Labour	6.6	<p>The last paragraph is deleted in its entirety and replaced by the following:</p> <p>"The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the Site, except with the prior and express Engineer's consent after consultation with the Employer. The Employer and/or the Engineer may inspect the living quarters from time to time in order to verify their compliance with the Laws and the Contract. The Contractor shall accordingly grant the Employer and/or the Engineer full access to the living quarters as and when they require."</p>
6.7 Health and Safety	6.7	<p>Add the following at the end of the Sub-Clause:</p> <p>"These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure compliance with."</p>
8.1 Commencement of Works	8.1	<p>Add the following at the end of the Sub-Clause:</p> <p>"As defined in the ESHS Specifications, no physical work may commence on any Project Area until such time the Contractor has prepared and submitted to the Engineer the PA-ESMP and the Engineer has approved this."</p>
8.3 Programme	8.3	<p>Add sub clause 8.3 with the following:</p> <p>In the event of a programme being rejected, or deemed to have been rejected, the Contractor shall, within 21 days thereafter, submit a revised programme taking account of the reasons given for the rejection or incorporating further information requested by the Engineer, as the case may be.</p> <p>The Contractor, following receipt of consent to the Works Programme, may submit to the Engineer the approved version immediately. In the event that the Engineer grants an extension</p>

Conditions	Sub- Clause	Specific Provisions
		<p>of time, instructs an Employer's Variation, or on the occurrence of any event or happening or situation, which could materially affect the progress of the Works, the Contractor shall submit a revised programme to the Engineer for his consent.</p> <p>If the Engineer feels that there is a significant deviation between the actual or anticipated progress of the Works and the Works programme, the Engineer may require the Contractor to submit a revised/modified programme to ensure timely completion of Whole of Works or a Key Date. The Contractor shall submit such revised programme within 14 days of the instruction or within such other time as the Engineer will allow in writing.</p> <p>Unless and until an amended version has the consent of the Engineer, the existing programme shall remain as the Works Programme for all purposes of the Contract.</p> <p>Consent by the Engineer to a Works Programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract, nor in the event that a Works Programme indicates that a Key Date has not or will not be met, constitute any form of acknowledgement that the Contractor is or may be entitled to an extension of time in relation to such Key Date.</p> <p>Add sub clause 8.3 with the following</p> <p>8.3.1 Design Submission Programme</p> <p>The Contractor shall submit to the Engineer, the Design Submission Programme and updated versions thereof in the form and content and at the times prescribed in the Employer's Requirements – Design, including the dates on which major decisions should be made.</p> <p>In the second and subsequent submissions of the Design Submission Programme, the Contractor shall not, without the prior written consent of the Engineer:</p> <ul style="list-style-type: none"> (a) revise the description or content of any design package (as referred to in the Employer's Requirements - Design) identified in the initial version of Design Submission Programme (b) reduce the periods provided for review by the Engineer of any submission of Design Data as set out in the initial version of the Design Submission Programme; (c) revise the sequence of submissions of Design Data shown in the initial version of the Design Submission Programme. <p>Any amendment of the Design Submission Programme in breach of the above requirements shall have no effect whatsoever under the Contract</p> <p>8.3.2 Manufacture, Installation and Construction Methods</p>

Conditions	Sub-Clause	Specific Provisions
		<p>The Contractor shall submit complete documents and information pertaining to the methods of manufacture, installation and construction which the Contractor proposes to adopt or use, (and if applicable such calculations of stresses, strains and deflections and the like that will or may arise in the Works or to the other works comprising the Project or any parts thereof during installation from the use of such methods). The Engineer will then check to see whether, if such methods are adhered to, the Works can be executed in accordance with the Contract and without detriment to the Works (when completed) and to other works comprising the Project and in a manner which minimises disruption to road and pedestrian traffic.</p> <p>The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information</p> <p>(a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or</p> <p>(b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction</p> <ol style="list-style-type: none"> fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design; would be detrimental to the Works and/or to the other works comprising the Project; do not comply with the other requirements of the Contract; <p style="text-align: center;">Or</p> <p>c) as to the further documents or information which are required to enable the Engineer to properly assess the proposed methods of manufacture, installation and construction.</p> <p>In the event that the Engineer does not give his consent, the Contractor shall take such steps or make such changes in the said methods or supply such further documents or information as may be necessary to meet the Employer's requirements and to obtain his consent. The Contractor shall not change the methods of manufacture, installation and construction which have received the Engineer's consent without further review and consent in writing of the Engineer.</p> <p>Notwithstanding the foregoing provisions of this Clause, or that certain of the Contractor's proposed methods of manufacture, installation and construction may be the subject of the consent of the Engineer, the Contractor shall not be relieved of any liability or obligation under the Contract.</p> <p>8.3.3 Monthly Payment Curves:</p> <p>Within 30 days of the date of LOA, the Contractor shall, submit to the Engineer Monthly Payment Curves, for</p>

Conditions	Sub-Clause	Specific Provisions
		<p>each Item of Payment mentioned in Price Schedule together with for all Items of Payment put together on the basis of Letter of Acceptance. The Monthly Payment Curves shall be consistent with the Work Programme. The Monthly Payment Curves shall be revised from time to time as the Works Programme will be revised in accordance with the above provision.</p> <p>8.3.4 Three Month Rolling Programme</p> <p>Within 30 days of the date of LOA, and thereafter at the end of each calendar month, the Contractor shall submit to the Engineer his Three Month Rolling Programme for each agreed major section of Works in the Contract, in the form and detail prescribed in the Employer's Requirements, setting out the work to be carried out during the following three months.</p>
8.4 Extension of Time for Completion	8.4	<p>Sub-Clause 8.4 is replaced with the following in its entirety:</p> <p>8.4.1 The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:</p> <ol style="list-style-type: none"> "Force Majeure" referred to in Clause 19 The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension. Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause Any order of Court restraining the performance of the Contract in full or in any part thereof Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same. An Employer's Variation <p>However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to</p> <ol style="list-style-type: none"> the failure of sub-contractor, to commence or to carry out work in due time, non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials, inclement weather conditions, and the Contractor not fulfilling his obligations under Sub-Clause 4.1. the contractor not fulfilling the obligations on Detailed Design and Engineering (DDC & Proof Check). <p>If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of</p>

Conditions	Sub-Clause	Specific Provisions
		<p>such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of the last day of delay, together with any notice required by the Contract and relevant to such Clause.</p> <p>The Engineer shall proceed or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. The extension of time including that of key date shall not entitle the contractor to retain the advance which shall be governed by Clause 14.2.</p> <p>8.4.2 Extension of time for completion for other reasons: The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.</p> <p>Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date.</p> <p>8.4.3 Extension of time for completion for other reason for delay due to Contractor : If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.</p>
8.7 Delay Damages	8.7	<p>Add the following to sub clause 8.7:</p> <p>Liquidated damages shall be levied as per the rates given in Contract Key Dates & Completion Date /Annexure-1 of Contract Data, Section IX, Part- II of the Bid Document</p>
8.8 Suspension of Work	8.8	<p>Add the following after the last sentence of the Sub-Clause:</p> <p>"As an example, and without limitation to other possible causes, any suspension of work caused by any failure from the Contractor to comply with the obligations stated:</p> <ul style="list-style-type: none"> (a) Under the ESHS Specifications (if any), in the event of a level 3 non-compliance; (b) Under Sub-Clause 4.8 as to safety procedures; (c) Under Sub-Clause 4.9 as to the quality assurance; (d) Under Sub-Clause 4.18 as to the protection of the environment; or (e) Under Sub-Clause 6.7 as to health and safety; <p>shall be considered as cause of suspension which is the responsibility of the Contractor".</p>
13.3 Variation Procedure	13.3	<p>Replace the Sub-Clause 13.3 of GCC with the following:</p> <p>If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as</p>

Conditions	Sub- Clause	Specific Provisions
		<p>practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:</p> <ul style="list-style-type: none"> (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 8.3 [Programme] and to the Time for Completion, and (c) the Contractor's proposal for evaluation of the Variation. (d) The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response. (e) Consent of the Engineer & approval of Employer is required on any proposed Variation issued for substantial technical modifications, additional cost or extension of time. Such Variation shall be consolidated in a signed Amendment to Contract agreed by both Parties. (f) Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor (with the approval from Employer), who shall acknowledge receipt. <p>Each Variation shall be processed in accordance with detailed procedures Described in Particular Conditions, unless the Engineer instructs or approves otherwise in accordance with this Clause.</p> <p>"Employer's Variation" means a change in the Works Requirements which makes necessary alteration or modification of the Design, quality or scope of Works as described by or referred to in the Works Requirements. Changes to any sequence, method or timing of manufacture, testing and Commissioning including Integrated Testing and Commissioning and changes to any part of the Site or access thereto will not constitute Employer's Variation.</p> <p>For any change is scope/ new item/variation which may arise during the execution of works the Engineer shall evaluate the proposal of the Contractor. The Engineer & contractor shall ensure that approval from Employer shall be obtained before taking up such works.</p> <p>An Employer's Variation shall be requested and implemented in accordance with and subject to the following provisions:</p> <p>within 14 days (or such other period as the Engineer may allow) of the Engineer informing the Contractor in writing of the intention to request an Employer's Variation, the Contractor shall notify the Engineer in writing whether in his opinion the Employer's Variation would, if ordered:</p> <ul style="list-style-type: none"> (i) give rise to any entitlement to an extension of time; or (ii) affect the achievement of any Milestone; or (iii) give rise to any entitlement to additional payment; or

Conditions	Sub-Clause	Specific Provisions
		<p>(iv) affect the warranties of the Contractor set out in Conditions of Contract.</p> <p>and shall submit his proposals as to the terms upon which he would agree to implement the Employer's Variation.</p> <p>The Engineer shall, as soon as practicable after receipt of proposals under sub-clauses 13.2 and / or 13.3, respond with approval, rejection or comments. If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments. After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor. In case, the design part of variation has been completed on submission of same to the Engineer, the Employer decides to abandon the variation, only cost for design to the extent of work done will be paid to the Contractor.</p> <p>Until such time an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.</p> <p><i>Procedure for Change of Scope / Variations:</i></p> <p>13.3.1 In the event of the Employer determining that a Change of Scope is necessary, it may direct the Engineer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice").</p> <p>13.3.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Employer and the Engineer such information as is necessary, together with preliminary documentation in support of:</p> <ul style="list-style-type: none"> (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details: <ul style="list-style-type: none"> (i) break down of the quantities, unit rates and cost for different items of work. (ii) proposed design for the Change of Scope; and (iii) proposed modifications, if any, to the Project Completion Schedule of the BSRP Project. <p>For the avoidance of doubt, the Parties expressly agree that subject to the provisions of Clause 13, the Contract Price shall be increased or decreased, as the case may be, on account of Change of Scope.</p>

Conditions	Sub- Clause	Specific Provisions
		<p>13.3.3 The Contractor's quotation of rates/costs for the Change of Scope shall be determined on the following principles:</p> <p>(A) DELETED</p> <p>(B) <u>Detail Procedure for Variation in Quantities & Work under different Schedules:</u></p> <p>1. <u>Variation of Quantities (to be paid under Item rate basis) in Price Schedule / Existing BOQ items under the Contract</u></p> <p>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.</p> <p>i. At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%, except in the case of foundation works. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items (Each schedule as a whole shall be treated as a Group of Items) mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities.</p> <p>ii. 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.</p> <p>iii. In case of earth work, the aforesaid variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantity of individual classifications of soil will not be subject to this limit where any variation can take place.</p> <p>iv. For items against which the quantity given in the Bills of Quantities is "if or as required", there shall be no increase / decrease of rates whatever be the quantity finally executed.</p> <p>v. Variation in the quantity of items individually costing up to 1% of the total contract value, shall be payable at the rates stated in the Contract notwithstanding the magnitude of variation up to 2% of the original Contract Value for each item.</p> <p>vi. In case the the variation in the group of items (except the case describe in 1.(v) above), is more than 25% on positive side, the rate for the varied quantity of individual items of that particular group varying beyond 25% shall be paid as under:</p>

Conditions	Sub-Clause	Specific Provisions
		<p>a) Variations above 25% and up to 40 %, the contractor is paid at the agreement rate reduced by 2 %.</p> <p>b) Variations beyond 40% and up to 50%, payment is made at agreement rate reduced by minus 4%</p> <p>c) Variation beyond 50% shall be negotiated between Engineer (with approval of Employer) and the contractor and mutually agreed rates arrived before actual execution of the extra quantity.</p> <p>vii. At the accepted rates of the Contract for any negative variations in overall accepted amount of respective Schedule of Rates and Prices.</p> <p>2. <u>Variation due to New Items / NS Items</u> In all cases where new items of work are involved, for which there are no items in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, at least 14 days before the need for their execution arises.</p> <p>i. If Employer / Engineer finds that any extra items / NS Item, which is not included in the BOQ Schedules of this contract and is required to be executed, it may be done at:</p> <p>a. Latest Schedule of Rate of KPWD – SR with applicable guidelines and circular / amendments / correction / latest revision / latest publication at the time of execution of the work or</p> <p>b. Latest Schedule of Rate of SWR-USSOR / CPWD / BESCO / KPTCL / BWSSB with applicable guidelines and circular / amendments / correction / latest revision / latest publication at the time of execution of the work or</p> <p>c. rate for similar items available in Bill of Quantities of the accepted tenders (LAR) duly updated to current price level at 5% Simple interest per year.</p> <p>d. The rates shall be applicable in the above sequence.</p> <p>ii. No Price Adjustment shall be applicable on rates of Items derived under "a" or "b" above. Whereas, rates derived under "c" above shall be fixed for the period of 18 months from the issue of Variation Order and shall be reviewed for further period if required.</p> <p>iii. In case, the above is not possible, following steps are to be followed to arrive rates of such items.</p> <p>a. Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.</p> <p>b. Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.</p>

Conditions	Sub- Clause	Specific Provisions
		<p>c. Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.</p> <p>d. Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.</p> <p>e. An amount of 20% of items (i), (ii), (iii) and (iv) above is added as Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free of cost to the Contractor.</p> <p>f. If the said Extra Items INS Item are executed / supplied by a sub- contractor / sub agencies complete in all respect on behalf of the Contractor then an amount of 8% only shall be added to the billed rate / amount of Sub-Contractor / supplier / sub-agencies and paid to Contractor under a Sub Contract agreement with Contractor. In such case, an amount of 20% payable as per 2(ii) (e) is not applicable.</p> <p>3 (i) In the event of disagreement in respect of determination of rate, the Engineer shall fix such rates or prices as are, in his opinion appropriate and shall notify the Contractor accordingly, with the approval of the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities / new items / NS Items and the Engineer shall be free to get such additional quantities beyond 25% and new items / NS Items executed through any other agency appointed by Employer. However, if the Engineer or the Employer so directs, the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items / NS Items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.</p> <p>3 (ii) The Contractor shall furnish sufficient information in terms of rates / prices of the works, equipment / components manufactured by the contractor or sourced from the Vendors / Sub-contractors such as: estimated man-hours, man-hours rates for manufactured items, design costs, basic rate of materials, sub-assemblies, taxes, duties, overheads & profits and inflation rate, so as to establish the reasonableness of the variation price. In assessing work covered by any sub-contract, the Engineer shall have, where he deems necessary, access to the original sub-contract conditions, rates, prices and details of the variation claimed and may direct the Contractor to</p>

Conditions	Sub-Clause	Specific Provisions
		<p>provide a copy of the same, to assist in evaluating any Variations.</p> <p>3 (iii) Any agreement between the Engineer and the Contractor as to the terms upon which an Employer's Variation may be implemented shall have no contractual or other legal effect, until it is in writing and is signed by the Contractor and the Engineer. The Engineer before signing such agreement shall take prior approval of the Employer. The terms of this agreement will be binding upon the Contractor and the Employer. This agreement shall determine the amount which should be added to or deducted from the relevant Cost Centre Amount and / or the revisions (if any) which should be made to the Milestone Payment Schedules as a result of the Variation</p> <p>3 (iv) In the event of the Engineer and the Contractor failing to reach agreement on the revisions to be made to the Cost Centre Amounts, the Engineer shall, with the approval of the Employer, determine the amount which should be added or deducted from the relevant cost centre amount which shall be binding on the contractor. In case the Contractor supplies part / incomplete information or refuses to supply the required information, Engineer shall determine the cost of Variation based on the information available to him from any sources which in his judgment can be used to determine the case. The Contractor shall proceed with the Work irrespective of whether an agreement between the Engineer and Contractor as to the terms and price of the variation have been reached or not but may submit his Claim if necessary, in accordance with Sub-clause 20 of GCC.</p> <p>3 (v) If the Engineer withdraws the request for an Employer's Variation, the Contractor shall have no claim of any kind whatsoever arising out of or in connection with any of the proposals made or any failure to reach agreement. In case the Employer's Variation involves omission of part of the Works, the agreement shall address the issue of reduction in the Contract Price.</p>
13.5 Provisional Sums	13.5	<p>Add the following to the Sub-Clause 13.5 of GCC with the following:</p> <p>13.5 <u>Provisional Sums:</u></p> <p>The amount shown in Provisional sum Schedule are approximate, and liable to vary during the actual execution of the Works. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions or deletions in the quantities of items / amount shown in Provisional sum Schedule.</p>
13.8 Adjustments for changes in cost	13.8	<p>Add the following to Sub-Clause 13.8 of the GCC:</p> <p>In continuation to the provisions in GCC, following Procedure shall be adopted to determine the adjustment for change in Cost</p>

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		<ul style="list-style-type: none"> <i>This clause is applicable to Schedule A to Schedule- I & Schedule-T to V of Price Schedule, Section IV.</i> <i>whereas this clause is not applicable to E&M works (Schedule J to Schedule S) of Price Schedule. The Prices quoted by the Tenderer shall be fixed throughout the performance of the Contract and not subject to variation on any account except for items indicated in clause 2.10 of Price Schedule, Section -IV.</i> <p>a) The rates as per the accepted Bill of Quantities / Pricing Document shall be applicable till the completion of the Works and will be varied only to the extent of permissible price Adjustment under this clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price Adjustment formula, the rates in the accepted Bill of Quantities / Pricing Document shall be deemed to include amounts to cover the contingency of such rise or fall in costs.</p> <p>b) Payment as per the Contract shall be subject to adjustment in accordance with the following Price Adjustment formula, and other terms given herein, to provide for variation in the market rates of inputs like labour, materials and fuel / energy during the currency of the Contract:</p> $V = VL + VF + VM + VP + VS + VC$ <p>V = Total adjustment on account of all components. VL= Adjustment on account of labour component. VF = Adjustment on account of High-speed diesel component. VM = Adjustment on account of other materials component. VP = Adjustment on account of Plant, machinery and spares. VS = Adjustment on account of steel component. VC = Adjustment on account of cement component.</p> <p>Fixed cost to co-efficient to total cost = 0.15</p> <p>R= Gross value of the work done by the Contractor for the period of work under consideration, after excluding the cost of any materials supplied free or at fixed rate to the Contractor.</p> <ul style="list-style-type: none"> Adjustment for labour Component Price adjustment for the increase or decrease in the cost due to labour shall be paid in accordance with the following formula. (Base: 2016=100). $VL = 0.85 \times R \times PL \times [(Li - Lo)/Lo]$ Where VL= Increase or decrease in the cost of work during the month under consideration due to change in rates for local labour $Lo =$. The average consumer price index for industrial workers for Bangalore Centre as applicable for the month preceding the date of opening of the tenders as published by Labour Bureau, Ministry of Labour,

Conditions	Sub-Clause	Specific Provisions
		<p>GOI. Li = The average consumer price index for industrial workers for Bangalore Centre during the 'month under consideration' as published by Labour Bureau, Ministry of Labour, GOI.</p> <p><u>PL (cost co-efficient of labour to the total cost) = 0.23</u></p> <ul style="list-style-type: none"> Adjustment for High-Speed Diesel component: Price adjustment for increase or decrease in the cost of High-Speed Diesel component shall be paid in accordance with following formula (Base: 2011-12=100). $VF = 0.85 \times R \times PF \times [(Fi - Fo)/Fo]$ where VF = Increase or decrease in the cost of work during the month under consideration due to change in rates for High-Speed Diesel components. Fo = The average wholesale price index for fuel and power as published by RBI bulletin / Economic Advisor GOI as applicable for the month proceeding the date of opening of the tenders. Fi = The average wholesale price index for fuel and power as published by RBI Bulletin / Economic Advisor GOI as applicable during the "month under consideration". <p><u>PF (cost co-efficient of fuel and lubricants to the total cost) = 0.10</u></p> <ul style="list-style-type: none"> Adjustment on account of other materials component: Price adjustment for increase or decrease in the cost of other materials component shall be paid in accordance with following formula (Base: 2011-12=100). $VM = 0.85 \times R \times PM \times [(Mi - Mo)/Mo]$ where VM = Increase or decrease in the cost of work during the month under consideration due to change in rates for other material components. Mo = The all-India whole sale price index for all commodities as applicable for the month preceding the date of opening of Tenders as published by Office of the Economic Adviser. Mi = The all-India whole sale price index for all commodities for the 'month under consideration' as published by Office of the Economic Adviser. <p><u>PM= (cost co-efficient of other materials to the total cost) = 0.12</u></p> <ul style="list-style-type: none"> Adjustment on account of Plant, machinery and spares: Price adjustment for increase or decrease in the cost of plant, machinery and spares component shall be paid in accordance with following formula (Base: 2011-12=100). $VP = 0.85 \times R \times PP \times [(Pi - Po)/Po]$ where VP = Increase or decrease in the cost of work during the month under consideration due to change in rates for plant, machinery and spares components. Po = the all-India wholesale price index for manufacture of machinery for mining, quarrying and construction as applicable for the month preceding the date of opening of Bids as published by Office of the Economic Adviser. Pi = the all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the

Conditions	Sub- Clause	Specific Provisions
		<p>'month under consideration' as published by Office of the Economic Adviser.</p> <p><u>PP (cost co-efficient of Plant, machinery and spares to the total cost) = 0.14</u></p> <ul style="list-style-type: none"> Adjustment on account of steel component: Price adjustment for increase or decrease in the cost of Steel shall be paid in accordance with following formula. (Base: 2011-12=100) $VS = 0.85 \times R \times PS \times [(Si - So)/So]$ where VS= Increase or decrease in the cost of work during the month under consideration due to change in rates for Structural Steel / TMT rebars / MS Steel / Pre-stressing strands. So = The all-India wholesale price index for Mild Steel – Long products as applicable for the month preceding the date of opening of Bids as published by Office of the Economic Adviser. Si = The all-India wholesale price index for Mild Steel – Long products for the 'month under consideration' as published by Office of the Economic Adviser. <u>PS (cost co-efficient of steel to the total cost) =0.27</u> Adjustment on account of cement component: Price adjustment for an increase or decrease in the cost of cement shall be paid in accordance with the following formula. (Base: 2011-12=100) $VC = 0.85 \times R \times PC \times [(Ci - Co)/Co]$ where VC= Increase or decrease in the cost of work during the month under consideration due to change in rates for cement component. Co = The all-India wholesale price index for Ordinary Portland Cement as applicable for the month preceding the date of opening of Tender as published by Office of the Economic Adviser. Ci = The all-India wholesale price index for Ordinary Portland Cement for the 'month under consideration' as published by Office of the Economic Adviser. <u>PC (cost co-efficient of Cement to the total cost) = 0.14</u> <p>c) Period of Work under consideration will mean as under:</p> <ol style="list-style-type: none"> In the case of first "On-account Bill" the period from the months in which the Bid was opened to the month of measurement of first bill. In the case of second and subsequent "On-account" and Final bills, the Period from the month of measurement for previous bill to the month of measurement of that bill. Responsibility of arranging the RBI Bulletins as desired by the Employer or the Engineer shall rest with the Contractor. <p>d) Procedure in case of delay in Availability of final RBI indices: Where the final Price Indices are not available in the Reserve Bank of India Bulletins, while making payment towards on-account bills, payment towards Price</p>

Conditions	Sub-Clause	Specific Provisions
		<p>Adjustment 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.</p> <p>e) Price Adjustment for Varied Items i.e. extra item / new items / NS Items No Price Adjustment clause shall be applicable to any extra item / new items / NS Items not originally included in the accepted Bill of Quantities / Pricing Document and for which the rates are fixed separately under Clause 13 of GCC.</p> <p>f) Adjustment on account of Price Adjustment: Adjustment on account of Price Adjustments may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case the amount of Price Adjustment shall be recovered from the Contractor). Adjustment on account of Price Adjustment shall be calculated separately, for each period, between two successive dates of measurements for bills and paid along with each bill or separately as claimed by the Contractor After verifying the bill, the Engineer shall certify the adjustment amount and advise the same to the Employer along with the 'On Account' bill. Should any extra amount be due to Contractor, the Employer shall pay the same as far as possible within 28 days of certification by Engineer. Any amount due from Contractor on account of negative adjustment shall be recovered from his pending or other bills at the earliest.</p> <p>g) Price Adjustment 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 date of completion of the work including the extended period of completion where such extension has been granted under Sub-Clause 8.4 & 8.5 of GC or it is specifically mentioned that extension is with Price Adjustment also. However, where extension has been granted under Sub-Clause 8.7 of GC, price adjustment will be due as follows:</p> <p>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-Clauses 8.4 & 8.5 of GC, the price adjustment for the period of extension under Sub-Clause 8.7 of GC will be limited to the amount payable as per the indices applicable to a bill made on the last date of the original completion period or the extended period under Sub- Clauses 8.4 & 8.5 of GC as the case may be.</p> <p>In case the indices fall below the indices applicable to a bill 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 under Clause 8.4 & 8.5 of GC unless the extension has been granted due to Contractor's fault.</p>

Conditions	Sub-Clause	Specific Provisions
		The rates and price as per Pricing document shall be applicable till the completion of the Work and will be varied only to the extent of permissible Price Adjustment under this Clause. However, this adjustment shall be to the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Price Adjustment.
14.1 (b) Contract Price	14.1 (b)	<p>Add the following paragraph at the end of the Sub Clause (i) In the event of exemption of custom duties, GST (CGST/IGST/SGST etc.) or any other cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to the Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer. Alternatively, the Employer may direct the Contractor to get the reimbursements based on exemption /concession (as applicable) as per government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to Bi-RIDE.</p> <p>(ii) In case of Contractor's failure in availing the exemptions/ concession as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.</p>
14.2 Advance Payment	14.2	<p>Delete last sentence of third paragraph and replace by the sentence:</p> <p>"This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor</p>
14.2 Advance Payment	14.2	<p>Replace the GC Sub-Clause 14.2 with the provisions as under:</p> <p>Mobilisation Advance:</p> <p>(a) Mobilisation Advance shall be limited to 10 % of Accepted Contract Amount payable in two equal instalments (i.e. 5% each). The first instalment shall be paid after the award of Letter of Acceptance, submission of the Performance Security, undertaking and Guarantees, Advance Payment Bank Guarantee and signing of the Contract Agreement.</p> <p>The second instalment shall be paid after utilization of the first instalment to the satisfaction/certificate of the Engineer and after approval of Employer. The Contractor shall be required to submit the 'Utilization Certificate' for all Advances received by them from the Employer under the Contract.</p> <p>(b) Mobilisation Advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards security of "Mobilisation Advance" shall be 110% of the Advance taken by the Contractor and shall be in the form annexed to the Contract Data or in another form approved by the Employer.</p> <p>Written Request for Advances:</p> <p>All Advances as admissible, shall be payable only on Contractor's written request to the Employer and after the Employer receives</p>

Conditions	Sub-Clause	Specific Provisions
		<p>(i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security]</p> <p>(ii) a guarantee in amounts and currencies equal to the advance payment.</p> <p>The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment 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.</p> <p>The recovery of the above Mobilisation advance payments shall be done in respective currencies and shall commence at 12th month and ends at 17th month from the date of commencement which is in 6 equal monthly instalments to recover the whole of Mobilisation advance paid.</p> <p>No request for deferment of recovery of interest-free advances, namely Mobilization Advance, shall ordinarily be entertained. However, in exceptional circumstances, such as low billing or to ease the Contractor's cash flow, Bi-RIDE may consider such requests subject to the following conditions:</p> <p>(i) The amount of deferred recovery shall be treated as a Special Advance.</p> <p>(ii) The BG shall neither be released nor reduced until full recovery of the Special Advance.</p> <p>(iii) The Contractor shall pay interest at the prevailing one-year MCLR of the State Bank of India. SBI MCLR shall be applicable on such Special Advance from the date of the IPC in which recovery is deferred until the date of full recovery, at the prevailing one-year MCLR of the State Bank of India.</p> <p>No advance shall be given after 40% of the Original Contract Amount has been paid.</p> <p>The contractor shall always have the option to have the recoveries commenced and / or completed earlier, and / or to have recoveries affected in instalments of higher amount and also to repay part or whole of the advance by direct payment rather than through On-account Bills.</p> <p>In case the Contract is terminated due to default of the contractor or rescinded/foreclosed due to any other reason, the contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/ fore closer of the contract and if the contractor fails to do so due to any reason whatsoever, then interest at an interest rate equal to State Bank of India Base Rate plus 3% per annum or 12% per annum whichever is higher shall be charged on the unrecovered amount of such advances from 16th day onwards till the same is returned by the contractor.</p> <p>Advances to be used only for this work</p>

Conditions	Sub-Clause	Specific Provisions
		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.
14.3 Application for Interim Payment Certificates	14.3	<i>In the 1st sentence of the 1st paragraph, replace "Three copies" by "in the number of copies specified in the Contract Data"</i>
14.5 Plant and Materials intended for the Works	14.5	<p>Replace the GC Sub-Clause 14.5 with the provisions as under:</p> <p>Provisional Payment Against Material at Site: Reinforcement, Cement & Structural Steel.</p> <p>A provisional payment on account of materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent (3%) of Accepted Contract Amount 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 (4%) of the Accepted Contract Amount. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final.</p> <p>Written Request for Provisional Payment Against Material at Site The Provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.</p> <p>Recovery of Advances/Provisional Payment In case of provisional payment against Materials, the amount consumed every month shall be recovered from the next month's on-account bill and the recovery to be completed in 3 monthly installments. In case recovery could not be made due to any reason, interest will be charged at the rate equal to State Bank of India's Marginal Cost of fund-based Lending Rate (MCLR) + 2% applicable.</p>
14.6 (c) Issue of Interim Payment Certificates	14.6 (c)	<p>After paragraph (b) add paragraph (c) as follows:</p> <p>In the event of an unresolved level 3 non-compliance specified in the ESHS Specifications, the Engineer shall reduce the value of the Interim Payment Certificates as follows:</p> <ul style="list-style-type: none"> (i) If Level 3 Non-conformity not resolved after the first occurrence: 33.3% for the first Interim Payment Certificate (ii) If Level 3 Non-conformity still not resolved: 66.6% for the second Interim Payment Certificate (iii) If Level 3 Non-conformity still not resolved: 100% for the third Interim Payment Certificate

Conditions	Sub-Clause	Specific Provisions
		<p>If the Level 3 Non-conformity is still not resolved after the last Interim Payment Certificate in (iii) above, then payments will be suspended indefinitely until such time as the Level 3 Non-conformity has been resolved.</p> <p>Following the resolution of the Level 3 Non-Conformity the reduction(s) will be included in the next Interim Payment Certificate for payment. No interest will be paid on any reductions or suspended payment amounts.</p>
14.7 Time for Payment of Interim Payment Certificates	14.7	<p><u>Add the following to sub clause 14.7:</u></p> <p>Payment procedure shall be as under:</p> <ol style="list-style-type: none"> The Contractor shall submit preferably the monthly bill for payment to the Engineer. Immediately after the submission of bill with all relevant documents / enclosures, 80 % amount of the bill shall be released within 7 working days approximately. The remaining 20% of the bill shall be released after detail scrutiny and subsequent comments / Recommendations by Engineer within 30 days from the date of submission of bill by Contractor. If any adverse comments regarding the workmanship or the quality of the work done in the previous bill is made by the Engineer, then appropriate and suitable amount shall be recovered from successive bills Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components <ul style="list-style-type: none"> Value of the work / goods / services (without taxes / duties levies / cess etc.). Taxes / duties levies / cess / GST etc.
14.7 Contractor's Bank Account	14.7	<p><i>In the last sentence after "Contractor" insert:</i></p> <p>"and as stated in the Contract Data"</p>
14.8 Delayed Payment Interest – local currency	14.8	<p><i>In the second paragraph after "Conditions," add:</i></p> <p>"for local currency payments only"</p>
14.8 Delayed Payment Interest – foreign currency	14.8	<p><i>After the second paragraph insert a new paragraph as follows:</i></p> <p>The interest rate for payments in foreign currency is as stated in the Contract Data.</p>
14.9 Payment of Retention Money	14.9	<p><i>In the fifth paragraph, delete first sentence and replace by the sentence:</i></p> <p>"Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works, and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor may substitute a guarantee issued by a reputable bank or financial institution selected by the Contractor and requiring the Bank's non-objection, for the second half of the Retention Money. The guarantee for the</p>

Conditions	Sub-Clause	Specific Provisions
		release of the Retention Money has to be acceptable in form and substance to the Bank."
14.10 Statement at Completion	14.10	<i>In the 1st paragraph, replace "six copies" by "the number of copies stated in the Contract Data"</i>
14.11 Application for Final Payment Certificate	14.11	<i>In the 1st paragraph, replace "six copies" by "the number of copies stated in the Contract Data"</i>
14.15 Currencies of Payment	14.15	<i>In the first sentence replace "Schedule of Payment Currencies" by "Summary of Payment Currencies of the Contract"</i>
14.16 New Clause- Production of Vouchers	14.16	<p><u>Add a new sub clause :14.16:</u></p> <p>Production of Vouchers</p> <p>i. 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.</p> <p>ii. 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</p>
14.17 New Clause - Recovery of money due to the Employer	14.17	<p><u>Add a new sub clause :14.17:</u></p> <p>Recovery of money due to the Employer:</p> <p>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 monies 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 monies due to the Contractor under any other contract between the Employer and the Contractor.</p>
15.2 Termination by Employer	15.2	<p>In the first paragraph, the existing sub-paragraph (f) is deleted and the following is added as (f), (g) and (h):</p> <p>"(f) based on reasonable evidence, has engaged in Corrupt or Fraudulent Practices as defined in the Appendix B to these General Conditions, in competing for or in executing the Contract;</p> <p>(g) substantially fails to comply with the ESHS Specifications;</p> <p>(h) deleted;"</p>

Conditions	Sub-Clause	Specific Provisions
		<p>Further in the second paragraph, "or (g) or (h)" are added after "or (f)".</p> <p>Add the following Paragraphs to the end of the Sub-clause:</p> <p>"On termination of contract due to Contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed Contractor. The failed 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 JV or partnership firm shall 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.</p> <p>In case the contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the Contractor."</p>
15.2.1 New Sub-Clause - Termination for Contractor's Default	15.2.1	<p>Add the New sub clause 15.2.1:</p> <p>15.2.1 Part-Termination / De-scoping of Work</p> <p>In case the Contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part / limit the scope / de-scope part of the work of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of Open/ Limited/ Single Tender/ by calling quotations or any other manner as deemed fit at the risk and cost of the contractor. In such case, the additional financial implications (if any), shall be debited/ recovered from the any monies due to Contractor and/or performance security. The Contractor shall not be entitled for any claim in this regard whatsoever.</p>
15.6 Corrupt or Fraudulent Practices	15.6	<p>Add the following at the end of the Sub-Clause:</p> <p>"In addition to the provisions of this Sub-Clause, the Contractor is also bound by the provisions found under Appendix 1 to the Particular Conditions of Contract, named "Corrupt and Fraudulent Practices Policy – Social and Environmental Responsibility"."</p>
15.8 New Clause - Non-exercise of power not to	15.8	<p>Add a new sub clause :15.8</p> <p>Non-exercise of power not to constitute waiver:</p>

Conditions	Sub-Clause	Specific Provisions
constitute waiver (New Clause)		Provided always that in case any of the powers conferred upon the Employer by Clause 15 (Termination by Employer), shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof
18.5 New Sub-Clause - Liability for breach of professional duty	18.5	<p>Add New sub-clause 18.5 with the following:</p> <p>the Contractor shall effect and maintain professional indemnity insurance against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations as follows, AOA (any one accident) limit equal to 6% of the contract value against Price Bid in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity Insurance Policy, the deductible amount shall not be more than 6% AOA limit. All Policy shall be obtained within Four weeks from 'date of commencement' and shall be valid for five years after date of issue of 'Performance Certificate' or 3 years after commencement of commercial train operations whichever is later. Wherever the Contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The Contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.</p>
20.6 Arbitration and Conciliation	20.6	<p>Replace Sub-Clause 20.6, Arbitration with the following:</p> <p>20.6 Arbitration and Conciliation: Disputes shall be settled through two stages:</p> <ol style="list-style-type: none"> 1. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then; 2. Arbitration procedures undertaken as provided by "Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows: <ul style="list-style-type: none"> a) if the contract is awarded to a foreign company (not incorporated and registered in India) (or if the lead partner is a foreign company, in case of JV), international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of arbitration, by one or more arbitration in accordance with said arbitration rules. The place of arbitration shall be Singapore, and the arbitration shall be conducted in English. b) if the Contract is awarded to a domestic company (incorporated and registered in India), arbitration with proceedings conducted in accordance with the laws of India including Arbitration and Conciliation Act, 1996 of India. The place of arbitration shall be a neutral location

Conditions	Sub-Clause	Specific Provisions
		<p>determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]."</p> <p>3. The arbitration and conciliation shall proceed in accordance with Annexure-IX-B.</p>
20.9 New Sub - Clause - Suspension of Work on Account of Arbitration	20.9	<p>Add New Sub-Clause Suspension of Work on Account of Arbitration</p> <p>The reference to Conciliation / Arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.</p>
20.10 New Clause Workmen Compensation (Employer's Liability) Insurance.		<p>Workman's compensation policy with the following endorsement no.140 to protect Employer (Principal) interest.</p> <p>"It is hereby understood and agreed that in the event of any workman employed by the within named insured or any dependent of such workman bringing or making a claim under Section 12 of the Workmen's Compensation Act 1923, and subsequent amendments of the said Act againstfor personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the said.....the Company will indemnify the said.....against such claim and/or any costs, charges and expenses in respect thereof Provided always that the Company shall not be liable hereunder unless the Company have the sole conduct and control of all claims covered by this endorsement. Nothing in this endorsement shall be construed as affecting the Insured's title to recover damages under any other Section of the said Act."</p> <p>The policy shall be:</p> <ol style="list-style-type: none"> In the joint names of the Employer(Principal), contractor and sub-contractor for the declared wages and emoluments as per standard terms of the policy. cover all the workmen of the contractor and sub-contractor in force till the completion of the work include cover for medical expenses incurred on account of an accident or injury sustained by the workmen in the course of and during the employment include cover for Liability as per Fatal Accidents Act and Common Law.
20.11 New Clause Special / Acceleration Advances		<p>The cumulative Special/Acceleration Advance Payment shall be paid for an amount as stated in 'Contract Data. If an amount is not stated in 'contract data', this sub- clause shall not apply. The Special advance shall be payable in the currency and in same proportion as stated in the LOA, which shall be released in stages as and when deemed appropriate as decided by the Engineer/Employer. The advance released at the time shall not exceed 2.5% of the contract price.</p> <p>Employer at his sole discretion, may provide Special/Acceleration Advance based on the recommendation of</p>

Conditions	Sub- Clause	Specific Provisions
		<p>the Engineer to expedite works or to bring forward the completion date(s) and on account of immediate additional mobilization to complete balance works as targeted, the Employer may grant 'Special/Acceleration Advance' to the contractor.</p> <p>The Special/Acceleration Advance shall carry interest at the prevailing one-year MCLR rate of the State Bank of India.</p> <p>Further, if the contractor does not accelerate even after getting the advance and does not fulfil the commitments regarding work, then the simple interest shall be levied 18% per annum on the balance amount to be recovered against the Special/Acceleration advance, from the date of communication to the contractor by the Engineer/Employer. The Special/Acceleration Advance shall be paid on request of the Contractor.</p> <p>Special Advance Payment will be paid against submission of unconditional and irrevocable Bank Guarantee(s) for a value of 110% of an approved advance amount.</p>

Appendix 1 to Particular Conditions of Contract

KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare mis-procurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organization¹ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

¹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

Annexure – 1 of Part A – Contract Data
CONTRACT KEY DATES AND COMPLETION DATE

The contractor shall prepare and submit his detailed Works Programme so as to achieve key dates of various activities on time. The contractor shall complete the work in a phased manner by fixing priorities to different stretches of work to give access to the other interfacing contractors as per the requirement of project from time to time and as per the key dates (milestones) indicated below:

Commencement date shall be effective from the date of signing of Contract Agreement.

Key Date No.	Key Date Description	Time to achieve. (in days from date of Commencement date)	Penalty/ LD for non-achieving the key dates
KDD-01	Setting up of contractor's & ER office	60	0.001% of total contract price per day of delay for the key date
KDD-02	Submission of Detail Works Programme	60	0.001% of total contract price per day of delay for the key date
KDD-03	Commencement of footing construction in Workshop Building	105	0.001% of total contract price per day of delay for the key date
KDD-04	Completion of cutting / filling and handing over of RSS location to interface contractor	105	0.001% of total contract price per day of delay for the key date
KDD-05	Completion of Earthwork in Depot Cutting & Filling	135	0.001% of total contract price per day of delay for the key date
KDD-06	Completion of MEP shop drawings and approval by the Engineer	145	0.001% of total contract price per day of delay for the key date
KDD-07	MEP material submittal and approval by the Engineer	215	0.001% of total contract price per day of delay for the key date
KDD-08	Completion of internal rooms to level Degree-1 & providing access to all interfacing contractors (All buildings)	410	0.001% of total contract price per day of delay for the key date
KDD-09	Completion of internal rooms to level Degree-3	600	0.001% of total contract price per day of delay for the key date
KDD-10	Completion of internal rooms and exterior to level Degree-4	640	0.001% of total contract price per day of delay for the key date
KDD-11	MEP Third Fix (Cable laying, Plumbing and Fire Fighting pipes and accessories) in all buildings	645	0.001% of total contract price per day of delay for the key date
KDD-12	MEP Final Fix (Switches, Sockets, Light Fixtures, Pressure testing of pipes etc.) in all buildings.	660	0.001% of total contract price per day of delay for the key date
KDD-13	Laying of Depot Internal Road at Train Delivery area	680	0.001% of total contract price per day of delay for the key date
KDD-14	Overall Completion and Final handover by Civil / MEP contractor	730	0.001% of total contract price per day of delay for the key date

Note: The achievement of a Degree of Completion shall require the completion of works for that particular Degree of Completion and all preceding ones. The order of completion of the work may have to be revised in consultation with other Contractors wherever necessary.

1.1 (b) Delay Damages for Non-achievement of Key Date for handing over of works

Key Date No.	Key Date Description	Calendar days from date of Commencement	Liquidated Damage as % of Accepted Contract Value per day
KDD-15	Completion of all Construction Works of Depot	730	0.1%

1.1 Delay Damages for Non-achievement of Key Date for handing over works

Key Date	Location	Calendar days from date of Commencement	Liquidated Damage as % of Accepted Contract Value per day
KDD-16	Handing over Zone-1 (Administration Building, Fan outside Workshop bldg., test track, , shunting line besides test track & train delivery area) to track contractor	385	0.1%
KDD-17	Handing over Zone-2 (pit wheel lathe Inspection Bldg, Fan outside Inspection bldg., & ETU bldg.. connection to shunting line and test track) to track contractor	500	
KDD-18	Handing over Zone-3 (Workshop Bldg, 50% of stabling lines, ACWP including track area on either side & Fan outside stabling bldg.) to track contractor	560	
KDD-19	Handing over Zone-4 (50% of stabling line, Deep Cleaning, Depot Approach tracks, Shunting neck, Heavy internal cleaning line and balance lines) to track contractor	600	

1.2 Intermediate Key Date – Inspection building

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-IB-01	Completion of at-grade slab including inspection pits	360
KD-IB-02	Completion of installation of steel columns for rail fixing in inspection pits	410
KD-IB-03	Commencement of MEP Third Fix (Cable laying, Plumbing and Fire Fighting Pipe and accessories) inside inspection building	450
KD-IB-04	Access to track works contractor	500
KD-IB-05	Access to OHE contractor	520
KD-IB-06	Completion of Architectural Finishes to Degree-4 (internal & external) and MEP final fix including testing and commissioning	580

1.3 Intermediate Key Date – Administration building

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-AB-01	Completion of all structural works including casting of columns, at-grade slab, roof slab, RCC walls etc.	300
KD-AB-02	Access for OHE contractor – ASS, RSS Rooms	385
KD-AB-03	Commencement of MEP Third Fix (Cable laying, Plumbing and Fire Fighting Pipe and accessories)	450
KD-AAB-04	Completion of Architectural Finishes (internal & external) to Degree-4 and MEP final fix including testing and commissioning.	600

1.4 Intermediate Key Date – Workshop building

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-WB-01	Completion of at-grade slab including inspection pits, jack pits, turn-table pits etc.	470
KD-WB-02	Completion of civil works for Depot equipment installation and access to interface contractor	530
KD-WB-03	Commencement of MEP Third Fix (Cable laying, Plumbing and Fire Fighting Pipe and accessories) inside workshop building	560
KD-WB-04	Access to track works contractor	560
KD-WB-05	Access to OHE contractor	600
KD-WB-06	Completion of Architectural Finishes to Degree-4 (internal & external) and MEP final fix including testing and commissioning	685

1.5 Intermediate Key Date – Stabling Yard Office building (Ancillary Building)

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-SO-01	Completion of all structural works including casting of column, at-grade slab, roof slab etc.	225
KD-SO-02	Completion of Architectural Finishes (internal & external) to Degree-4 and MEP final fix including testing and commissioning	370

1.6 Intermediate Key Date – ACWP building

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-AW-01	Completion of all structural works including casting of columns, at-grade slab, roof slab etc.	410
KD-AW-02	Access to ACWP Equipment contractor	445
KD-AW-03	Access to trackwork contractor	560
KD-AW-04	Commencement of Architectural Finishes (internal & external) to Degree-4 and MEP final Fix including testing and commissioning	565

1.8 Intermediate Key Date – Workshop Office

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-WO-01	Completion of all structural works including casting of columns, at-grade slab, roof slab etc.	360
KD-WO-02	Access to interfacing contractor	410
KD-WO-03	Completion of Architectural Finishes (internal & external) to Degree-4 and MEP final fix including testing and commissioning	450

1.9 Intermediate Key Date – Depot Stores

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-DS-01	Completion of all structural works including casting of columns, at-grade slab, roof slab etc.	345
KD-DS-02	Access to interfacing contractor	510
KD-DS-03	Completion of Architectural Finishes (internal & external) to Degree-4 and MEP final fix including testing and commissioning	645

1.10 Intermediate Key Date – PWL Building

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-PB-01	Completion of at-grade slab including column pit, staircase etc for PWL	445
KD-PB-02	Commencement of MEP Third Fix (Cable laying, Plumbing and Fire Fighting pipe and accessories) inside PWL Building	490
KD-PB-03	Access to PWL equipment contractor	495
KD-PB-04	Access to track works contractor	500
KD-PB-05	Completion of Architectural Finishes (internal & external) to Degree-4 and MEP final fix including testing and commissioning	580

1.11 Intermediate Key Date – External Utilities

Intermediate key dates Liquidated Damage shall be INR 50,000/- per day per IKD (Intermediate key Date).

Key Date No.	Key Date Description	Calendar days from date of Commencement
KD-EU-01	Completion of installation of all manholes and laying of pipes in between manholes / gullies, testing and backfilling with compaction	540
KD-EU-02	Completion of construction of foundations and cabling for electric light high mast	285
KD-EU-03	Backfilling and handing over Zone-1 (fan outside Workshop bldg., test track, shunting line besides test track & train delivery area to track works contractor	385

KD-EU-04	Backfilling and handing over Zone-2 (fan outside Inspection bldg. & ETU bldg, connection to shunting line and test track) to track works contractor	500
KD-EU-05	Backfilling and handing over Zone-3 (Fan outside stabling bldg.) to track works contractor	560
KD-EU-06	Backfilling and handing over Zone-4 (Depot Approach tracks and shunting neck) to trackwork contractor	600
KD-EU-07	Completion of construction of depot boundary wall	675
KD-EU-08	Completion of laying of depot internal road for train delivery area	680
KD-EU-09	Completion of laying of depot internal road along with road markings	730

Table 2: Partial site access and possession

Key milestones for Depot Buildings – Architectural Finishes

Degree 1	Degree 2	Degree 3	Degree 4
Structure complete, clean, dry and all works area watertight and weatherproof	Complete fixing brackets for pedestal for raised floor	Complete wall plastering and painting	Complete wall, ceiling and floor finishes
Cast-in and concealed compartment complete	Earthing and bounding complete	Complete raised floor and false flooring except for locations where panels have to be installed after completion of works by the Interfacing Contractor	Louvers and grilles installed
Movement and expansion joints installed	Contractor's Equipment removed	Complete internal glazing	Installation of all signage complete
Partition walls complete with penetrations and plant deliver openings formed	Temporary power and lighting available	Permanent doors and ironmongery installed	Complete handrails, balustrade and barriers
Plant plinths complete and survey accepted	Suitable work and storage areas available for interfacing Contractors	Plumbing and Sanitary fittings complete and ready for testing	All openings and service penetrations sealed
Complete floor screed	Embedded Drainage system complete		All works complete and ready for testing and commissioning
Complete permanent framing for doors, hatches, and other openings	Survey reference lines available		All Drainage and discharge connection
Complete sealant for ceiling and floor	Lift shaft alignment, location of openings surveyed and accepted		

Key milestones for Depot Buildings – MEP Works

Fix 1	Fix 2	Fix 3	Final Fix
Electrical / SCADA Marking of cable trays, Trenches (Internal & External) and conduit lines for small Power, Signalling, Telecom etc. Completion of Earth Mats	Electrical Installation of hangers / supports on the marked lines for cable trays & conduits of Small Power, Signaling, Telecom, SCADA etc. and installation of cable trays for the respective services.	Electrical Laying of cables in cable trays and conduits for small power. Installation of LV Panels, DBs, UPS, cable dressing.	Electrical Installation of small power switches / sockets, light fixtures (internal & external) etc. Termination of cables in the LV Panels, DBs, UPS Testing & Commissioning.

	Chasing of walls for recessed conduits and installation of conduits with pull strings and metal boxes.	Completion of Earth pits.	
Plumbing / Firefighting Marking of plumbing, Embedded, provision and firefighting lines as per drawing.	Plumbing / Firefighting Installation of hangers / supports on the marked lines for plumbing & firefighting pipes. Threading, painting and installation of pipes including fittings and valves.	Plumbing / Firefighting Flushing of installed pipes, fittings and valves. Pressure test for installed pipes for each depot building. Installation of pumps and fire hydrants etc.	Plumbing / Firefighting Connection of plumbing / firefighting pipes to respective fixtures, pumps, fire hydrant, sprinklers etc. Fixing of taps, faucets and other sanitary fixtures. Testing commissioning.
Fire Alarm Marking of cable trays, and conduit lines for Fire Alarm system	Fire Alarm Installation of hangers / supports on the marked lines for cable trays & conduits Fire Alarm System	Fire Alarm Installation of Fire Alarm Devices and Fire Alarm Panel	Fire Alarm Testing & commissioning of Fire Alarm Devices and Fire Alarm Panel.
VAC Marking of ducting line and copper pipe (Refrigerant pipe) as per drawing.	VAC Installation of hangers / supports on the marked line of duct and copper pipe and then installing prefabricated duct and copper pipe with insulation. Installation of Drainpipe Installation of main damper	VAC Installation of supports for ceiling suspended indoor unit and then installing of units. Fixing of floor mounted air handling units.	VAC Installation of supports and ceiling suspended ventilation fans. Fixing of wall mounted ventilation fans. Fixing of VRF outdoor units in terrace. Connection of installed duct between Air handling unit and ventilation fans. Connection of installed copper pipe between indoor and outdoor units. Fixing of grilles and associated damper Pressure testing and commissioning of refrigerant pipes for ceiling suspended indoor units and air handling units. Dry run or duct cleaning with help of AHU fan.
LAN, CAS & ACS Marking of cable trays, and conduit lines. .	LAN, CAS & ACS Installation of hangers / supports on the marked lines for cable trays &	LAN, CAS & ACS Installation of LAN, CAS & ACS device and accessories.	LAN, CAS & ACS Testing & commissioning of LAN, CAS & ACS.

	conduit for LAN, CAS & ACS		
LIFT Marking of cable trays, and conduit lines for Lift	LIFT Installation of hangers / supports for Lift.	LIFT Installations of Lift	LIFT Testing & commissioning of Lift.

Note:

1. Any imposition of penalty on account of delay in accomplishing intermediate key dates will be waived and penalty amount if deducted will be refunded (without interest) provided the contractor is able to accomplish succeeding key date /dates. Penalty for KDD10 to ST-KD19 are non-refundable.
2. These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.
3. Deleted
4. Delay Damages of all the above Key Dates shall be per day or part thereof as applicable.
5. "Weeks" means 7 days.
6. For each Buildings / Area, the finishes required shall be agreed with the respective Systems Contractor, and as a minimum they shall be finished to the degree of completeness confirmed below and in the Employer's requirements. Both the Contractor and Systems Contractor shall sign off the completeness of the Buildings / Area and submit the record to the Engineer at the time of the issuance of the Permit to Work.

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