

**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	910 days (30 Months)
Defects Notification Period	1.1.3.7	730 days (24 Months)
Sections	1.1.5.6	Bangalore Sub-urban Transport Project (BSTP) – Corridor 2, Corridor 4 and Soldevanahalli Depot
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 a 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	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. 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. 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. 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. 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). 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.
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	No Direct payment of Sub-Contractors is allowed. 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".
Progress reports	4.4.1	Monthly / Five (5) copies
Normal working hours	6.5	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. The Contractor shall not be entitled to any claim in addition to

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
Incentives for early completion		In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive payment of bonus as indicated in Contract Data Key dates (KD's), but subject to a maximum of 5% (Five per cent) 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: 1% of the Accepted Contract Price.
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	_____ [insert bank account details at the time of contract signing]
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

Conditions	Sub-Clause	Data
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)
Currency / Currencies of Payment	14.15	In the same currencies and proportions of the accepted contract amount.
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
Place of arbitration	20.6	Bengaluru, India
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 Transport Project (BSTP) – Traction & Power Supply tender for Corridor 2, Corridor 4 and Soladevanahalli Depot.	910 days (30 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		
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	Additional Sub-Clause “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; <i>[The exceptionally adverse climatic conditions referred to under Sub-Clause 8.4 item c) must be defined for each and every Site.</i> <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>
1.2 Communications	1.3	Add the following at the end of item (a), after “Contract Data” and before “;”: “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”.
1.5 Priority of Documents	1.5	Replace sub-clause 1.5 with the following: The priority of the documents shall be as follows: (a) the Contract Agreement (On appropriate Stamp Paper). (b) NTP (Notice to Proceed) if any (c) the Letter of Acceptance (LOA) (d) Accepted Financial Bid & Bill of Quantities (e) Corrigendum / Addendum/ Clarifications (f) the Particular Conditions (PC)- Part-A (g) the Particular Conditions (PC)- Part-B (h) the General Conditions (GC) (i) the Work Specification & Employer's Requirement, (j) the Drawings, (k) Contractor's Submissions (l) and any other reference documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of Competent Authority.
1.6 Contract Agreement – Cost of Stamp Duty	1.6	Replace 1.6 of GCC with: The Parties shall enter into a Contract Agreement within 28

Conditions	Sub-Clause	Specific Provisions
		days after the Contractor receives a Letter of Acceptance unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the Form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law and as per Stamp Duty Act (amended from time to time) of state in which the work is executed, in connection to entering into the Contract Agreement, shall be borne by the Contractor. Bidder shall refer to Dept. of Stamp and Registration, Karnataka and ascertain the stamp charges as applicable. If the Contractor comprises a JV/Consortium, the authorized representative of each member of the JV/consortium shall sign the Contract Agreement.
1.15		
2.5 The Employer's Claims	2.5	<i>In the first line of the second paragraph delete the words:</i> "28 days" <i>and replace with the words "42 days".</i>
3.4 Replacement of the Engineer	3.4	Not applicable.
4.1 Contractor's General Obligations	4.1	<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."
4.2 Performance Security	4.2	<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." 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.
4.4 Subcontractors	4.4	<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."
4.8 Safety Procedures	4.8	<i>Add the following at the end of the Sub-Clause:</i> f) The Contractor shall ensure compliance with the ESHS Specifications.
4.13 Rights of Way and Facilities	4.13	<i>Add the following to sub clause 4.13:</i> 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

Conditions	Sub-Clause	Specific Provisions
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." j) In addition to Monthly Progress Reports, the Employer may ask for Weekly Progress Report. k) If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, and Materials. l) The Contractor shall also submit to the Engineer such other reports, resource deployment plan as may reasonably be required by him or any relevant authority or public body. The progress reports shall conform to the Employer's Requirements.
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 (iii) The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer and the

Conditions	Sub-Clause	Specific Provisions
		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.
4.25 New Clause - Assignment of Contractor's and Sub-contractor's Obligations	4.25	Add new sub-clause 4.25: The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by: 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. If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period, then the Contractor shall assign the benefits of such obligations to the Employer. In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability 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.
4.26 New Clause - Temporary Works	4.26	Add a new sub-clause 4.26: 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.
4.27 New Clause - Access for Engineer	4.27	Add a new sub-clause 4.27: 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.
4.28 New Clause - Contractor to keep Site Clear	4.28	Add a new sub-clause 4.28: 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

Conditions	Sub-Clause	Specific Provisions
		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. 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.
4.29 New Clause - Publicity	4.29	<u>Add a new sub-clause 4.29:</u> 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
4.30 New Clause- Disclosure of Relationship	4.30	<u>Add a new sub-clause 4.30:</u> 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.
4.31 New Clause - Use of Explosives	4.31	<u>Add a new sub-clause 4.31 Use of Explosives:</u> 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. 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 respect thereof. The Contractor shall follow all extant rules and regulations regarding the procurement, storage, transport etc. of explosives
4.32 New Clause - Work by Persons Other than Contractor	4.32	<u>Add a new sub-clause 4.32:</u> If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other

Conditions	Sub-Clause	Specific Provisions
		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 authorize 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
4.33 New Clause - Confidentiality of Information	4.33	Add a new sub-clause 4.33: 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
4.34 New Clause - Sheds, Stores, Yards	4.34	Add a new sub-clause 4.34: It shall be the responsibility of the Contractor to provide at his own cost the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Employer/Engineer who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.
4.35 New Clause - Contractor's Undertaking	4.35	Add a new sub-clause 4.35: (i) The Contractor shall be fully responsible for the suitability, adequacy, integrity, durability, and practicality of the Contractor's proposal. (ii) The Contractor warrants that the Contractor's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality, or unsuitability in or of the Employer's Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost. (iii) The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works, and Contractor's Equipment. (iv) The Contractor shall indemnify the Employer against any damage, expense, liability, loss, or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause. (v) The Contractor further specifies and is deemed to have checked and accepted full responsibility for the Contractor's Proposal and warrants absolutely that the same meets the Employer's Requirements: i. Notwithstanding that such a design may be or have been prepared, developed, or issued by the Employer, any of the Contractor's consultants, his sub-contractors and/or his qualified personnel / persons or cause to be prepared, developed, or issued by others. ii. Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted

Conditions	Sub- Clause	Specific Provisions
		by any other person. iii. Notwithstanding that the same has been accepted by the Employer / Engineer. The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing, and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements. Apart from the contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing the agreement. No claim for additional payment are extension of time shall be entertained and/or the contractor shall not be relieved from any obligation/ liability under the contract, for any delay, suspension, impediment to or adverse effect up on the progress of the works due to any mistake, in accuracy, discrepancy or omission in or between the contractor's, the Definitive Design and the final design, or any failure by the contractor to prepare any Design Data or submit the same to the Employer/Engineer in due time and the contractor shall promptly make good any such defect at his own cost.
4.36 New Clause – Intellectual Property Rights and Royalties	4.36	Add a new sub-clause 4.36: The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, the Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights. The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation, or arbitration within a reasonable time after having been so requested. In the event of the Contractor failing to act at the Employer/Engineer notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract. Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings,

Conditions	Sub-Clause	Specific Provisions
		documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable license to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works) for the Employer's own use. If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a nonexclusive irrevocable and royalty-free license to use repair, copy, modify, enhance, adapt and translate in any form such Software for Employer's own use. If the Contractor uses proprietary software for the purpose of storing or utilizing records the Contractor shall obtain at his own expense the grant of a license or sub-license to use such software in favor of the Employer and shall pay such license fee or other payment as the grantor of such license may require provided that the use of such software under the license may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof. The Contractor's permission referred to above shall be given, inter alia, to enable the Employer to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the Employer in respect of such programmes and documentation. If any software is developed under the Contract or used by the Contractor for the purposes of storing or utilizing records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the Employer (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute. The Employer reserves the right to use other Software on or in connection with the Works.
6.1 Engagement of Staff and Labour	6.1	Add the following at the end of the Sub-Clause: The Contractor shall, if required by the Employer, deliver to the Employer/Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.

Conditions	Sub-Clause	Specific Provisions
6.2 Rates of Wages and Conditions of Labour	6.2	Add the following at the end of the Sub-Clause: The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act. Labour provided by the Contractor, either directly or through subcontractors, for the exclusive use of the Employer or the Engineer, shall, for the purpose of this Sub-Clause, be deemed to be employed by the Contractor. In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub- contractors of any tier in and for carrying out of this Contract and if a claim therefor is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recovered by the Employer from the Contractor.
6.3 Facilities for Staff and Labour	6.6	The last paragraph is deleted in its entirety and replaced by the following: “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.”
6.4 Health and Safety	6.7	Add the following at the end of the Sub-Clause: “These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure compliance with.”
6.11 Disorderly Conduct	6.11	Add the following at the end of the Sub-Clause: In case, deployment of a Special Police Force becomes necessary at or near Site, during the tenure of Works, the expenses for the same shall be borne by the Contractor.
7.4 Testing	7.4	Add the following at the end of the Sub-Clause: The expense of conducting all Tests and expenses towards travel, food and accommodation for Employer or the Engineer attending the test for the purpose of clause 7.3, 7.4 and 7.5 of GC shall be borne by the Contractor.
7.6 Remedial Work	7.6	Add the following at the end of the Sub-Clause: The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing by the Engineer.
7.9 New Clause – Examination of work before covering up	7.9	Add a new sub-clause 7.9: No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer.
7.10 New Clause –	7.10	Add a new sub-clause 7.10:

Conditions	Sub-Clause	Specific Provisions
Cost of Uncovering Work Already Covered up		<u>Cost of uncovering the work already covered up.</u> The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirement of Sub-clause 7.4 and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, costs shall be borne by the Contractor. In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer's Requirements and there is no way to change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only as a Contractor's deemed variation at lower negotiated price. The decision of the Engineer in this regard shall be final and binding on the Contractor.
7.11 New Clause – Integrated testing and system commissioning	7.11	<i>Add a new sub-clause 7.11:</i> Tests on Completion shall also include Integrated Testing. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer, Programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others. The results of integrated testing and commissioning shall be compiled and evaluated by the Engineer.
7.12 New Clause – Failure to pass tests	7.12	<i>Add a new sub-clause 7.12:</i> If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and commissioning within such time as the Employer /Engineer may deem to be reasonable.
7.13 New Clause – Statutory Requirements	7.13	<i>Add a new sub-clause 7.13:</i> The Construction Standards to be adopted by the Contractor shall be in conformity with the requirements of "Rules for Opening of a Railway or a Section of a Railway for Public Carriage of Passengers" and "Rules for Introduction of New Type of Rolling Stock" and to the satisfaction of the CRS / Commissioner of Metro Railway Safety (CMRS) whose sanction is mandatory for commissioning of the System. The Contractor shall assist under the supervision of the Engineer to carry out all tests and trial run and prepare reports and documents, required for obtaining all approval and sanction of the CRS / Commissioner of Metro Railway Safety (CMRS) and any other statutory authority for introduction of the system for public carriage of passengers.
8.1 Commencement of Works	8.1	<i>Add the following at the end of the Sub-Clause:</i>

Conditions	Sub-Clause	Specific Provisions
		"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."
8.3 Programme	8.3	Add sub clause 8.3 with the following: 8.3.1 Within 28 days after the Notice to Proceed, the Contractor shall submit to the Engineer, for consent, the Detailed Works Programme in the form and content prescribed in the Bidding Documents. The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information. (a) that the programme has received his consent; or (b) that the programme is rejected, in which case reasons for such rejection shall be given; or (c) that further information is required to clarify or substantiate the programme or to satisfy the Engineer as to its reasonableness, or (d) that the programme has received his consent subject to incorporation of comments attached to the Notice to proceed. Provided that if none of the above actions is taken within the 28- day period, the Engineer shall be deemed to have given consent to the programme submitted. The Contractor shall, within 21 days of receiving notification under sub-paragraphs (c) or (d) above, provide further information requested or the programme shall be deemed to have been rejected. The Engineer shall, within 21 days of receipt of such further information, either reject the programme or give his consent. 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. 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 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. 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.

Conditions	Sub-Clause	Specific Provisions
		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. 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. 8.3.2 Manufacture, Installation and Construction Methods 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 minimizes disruption to road and pedestrian traffic. The Engineer shall inform the Contractor in writing within 21 days after receipt of the above information (a) that the Contractor's proposed methods of manufacture, installation and construction have the consent of the Engineer; or (b) in what respects, in the opinion of the Engineer the Contractor's proposed methods of manufacture, installation and construction (i) fail to comply with the Employer's Requirements and/or the Definitive Design and/or the Final Design; (ii) would be detrimental to the Works and/or to the other works comprising the Project; (iii) do not comply with the other requirements of the Contract; Or 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. 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

Conditions	Sub-Clause	Specific Provisions
		received the Engineer's consent without further review and consent in writing of the Engineer. 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. 8.3.3 Monthly Payment Curves: Within 30 days of the date of LOA, the Contractor shall, submit to the Engineer Monthly Payment Curves, for 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. 8.3.4 Three Month Rolling Programme 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.
8.4 Extension of Time for Completion	8.4	Sub-Clause 8.4 is replaced with the following in its entirety: 8.4.1 Extension of Time: 8.4.1.1 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: "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 unless an adjustment to the time for completion has been agreed under Sub-Clause 13.3

Conditions	Sub-Clause	Specific Provisions
		8.4.1.2. 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 (i) the failure of sub-contractor, to commence or to carry out work in due time, (ii) non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials, (iii) inclement weather conditions, and (iv) the Contractor not fulfilling his obligations under Sub-Clause 4.1 of GC (v) the contractor not fulfilling the obligations on Detailed Design and Engineering (DDC & Proof Check). If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of 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. If the cause of delay continued for a period exceeding 7 days, the Contractor shall submit interim details at intervals of not more than 28 days (from the first day of such delays). 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 of GC. 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 Key Dates by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time. Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date and the Time for Completion. 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.

Conditions	Sub-Clause	Specific Provisions																				
8.7 Delay Damages	8.7	Add the following to sub clause 8.7: 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																				
8.8 Suspension of Work	8.8	Add the following after the last sentence of the Sub-Clause: “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: (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; shall be considered as cause of suspension which is the responsibility of the Contractor”.																				
8.9 Consequences of Suspension	8.9	Add the following to sub clause 8.9: The Contractor shall not be entitled for any extra cost other than provided below incurred by him, except as stated below during the period of suspension of Work, if such suspension is a. provided for in the Contract, or b. necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or c. necessary for the safety of Works or any part thereof or d. necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities. <table><tr><th>S.no</th><th>Suspension period</th><th>Extension of time</th><th>Compensation for the suspension period</th><th>Remarks</th></tr><tr><td>1</td><td>Up to 14 days</td><td>No</td><td>No</td><td>Engineer may give extension of time in exceptional circumstances</td></tr><tr><td>2</td><td>15-30 days</td><td>Yes</td><td>No</td><td>extension of time as considered proper by the Engineer</td></tr><tr><td>3</td><td>Above 30 days</td><td>Yes</td><td>• As per Daily rate of wages for idle labour/ employees.</td><td>Compensation as assessed by the Engineer on</td></tr></table>	S.no	Suspension period	Extension of time	Compensation for the suspension period	Remarks	1	Up to 14 days	No	No	Engineer may give extension of time in exceptional circumstances	2	15-30 days	Yes	No	extension of time as considered proper by the Engineer	3	Above 30 days	Yes	• As per Daily rate of wages for idle labour/ employees.	Compensation as assessed by the Engineer on
S.no	Suspension period	Extension of time	Compensation for the suspension period	Remarks																		
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3	Above 30 days	Yes	• As per Daily rate of wages for idle labour/ employees.	Compensation as assessed by the Engineer on																		

Conditions	Sub-Clause	Specific Provisions				
					• 70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) • 15% above all these items to Cover Overhead costs	submission of documentary proof by the contractor to Engineer's satisfaction
		4	Above 90 days	No	as per Subclause 8.9	Contractor may ask for closure of the contract, or deletion from the Contract of that part of works which has been suspended
8.13 New Clause – Bonus for early completion	8.13	Add a new sub-clause 8.13: Bonus for early completion: In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive payment of bonus as indicated in Contract Data Key dates (KD's), but subject to a maximum of 5% (Five per cent) of the Contract Price. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate. For the avoidance of doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the Contract Price shall always be deemed to be the amount and shall exclude any revision thereof for any reason. If the Contractor achieves completion of the whole of the Works prior to the intended Completion Date prescribed in Contract data (Extension of time pursuant to Clause 8.4/PCC or any other clause of these conditions will not be considered), the Employer shall pay to the Contractor a sum stated in the Contract data as bonus for early completion, which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in Clause 8.2. For the purpose of calculating bonus payments, the time given in the Bid for completion of the whole works is fixed and unless otherwise agreed, no adjustment of the time by reasons of granting an extension of time pursuant to clause 8.4/PCC or any other clause of these conditions will be allowed. Any period falling short of completed month shall be ignored for the purpose of computing the period relevant for the payment of bonus. Maximum limit of bonus 5% of Contract Price.				

Conditions	Sub-Clause	Specific Provisions
		(For earlier completion of the work as a whole from the stipulated original date of completion as per contract, a bonus payment of as above shall be paid to the contractor. The engineer's decision is final and binding on the contractor so far as bonus payment to the contractor is concerned).
9.5 New Clause – Integrated Testing	9.5	Add a new sub-clause 9.5: Integrated Testing Tests on Completion shall also include Integrated Testing where applicable as per the contract conditions. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems, or system, perform, at the direction of the Engineer, Programme of tests to verify and confirm the compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub- systems or system provided by others. Compilation of Test Results The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer and the Contractor. Re-testing If the Works, or a part thereof, or a Section, fails to pass the Integrated Testing and Commissioning, the Engineer shall require such failed Tests to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the Employer to incur additional costs, the same shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due, or to become due, to the Contractor. Failure to pass Test. If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer may, with the approval of the Employer, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the Employer I Engineer may deem to be reasonable. Statutory Requirements The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer, necessary for obtaining sanction of the competent authority for opening the system for public carriage of passengers. The Contractor shall, if required by the Employer, deliver to the Engineer or to his office, a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor on the Site.

Conditions	Sub-Clause	Specific Provisions
11.9 Performance Certificate	11.9	<i>Replace the sub-clause 11.9 of GCC with the following:</i> Performance of the Contractor's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. The Employer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Engineer. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
13.3 Variation Procedure	13.3	<i>Replace the Sub-Clause 13.3 of GCC with the following:</i> If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting: (a) a description of the proposed work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 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. 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. "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.

Conditions	Sub-Clause	Specific Provisions
		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. An Employer's Variation shall be requested and implemented in accordance with and subject to the following provisions: 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: (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 (iv) affect the warranties of the Contractor set out in Conditions of Contract. and shall submit his proposals as to the terms upon which he would agree to implement the Employer's Variation. 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. 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. <i>Procedure for Change of Scope / Variations:</i> 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"). 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:

Conditions	Sub-Clause	Specific Provisions
		(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: (i) breakdown 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 BSTP Project. 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. 13.3.3 The Contractor's quotation of rates/costs for the Change of Scope shall be determined on the following principles: (A) DELETED (B) <u>Detail Procedure for Variation in Quantities & Work under different Schedules:</u> 1. <u>Variation of Quantities (to be paid under Item rate basis) in Price Schedule / Existing BOQ items under the Contract</u> 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. 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. 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. 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

Conditions	Sub- Clause	Specific Provisions
		classifications of soil will not be subject to this limit where any variation can take place. 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. 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. vi. In case 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: a) Variations above 25% and up to 40 %, the contractor is paid at the agreement rate reduced by 2 %. b) Variations beyond 40% and up to 50%, payment is made at agreement rate reduced by minus 4% 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. vii. At the accepted rates of the Contract for any negative variations in overall accepted amount of respective Schedule of Rates and Prices. 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. 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: a. Latest Schedule of Rate of SWR-USSOR / KPTCL / with applicable guidelines and circular / amendments / correction / latest revision / latest publication at the time of execution of the work or b. Latest Schedule of Rate of KPWD – SR / CPWD / BESCOM / / BWSSB with applicable guidelines and circular / amendments / correction / latest revision / latest publication at the time of execution of the work or 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. d. The rates shall be applicable in the above sequence.

Conditions	Sub-Clause	Specific Provisions
		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. iii. In case, the above is not possible, following steps are to be followed to arrive rates of such items. 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. 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. 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. 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. 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. 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(iii) (e) is not applicable. 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

Conditions	Sub-Clause	Specific Provisions
		to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute. 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 provide a copy of the same, to assist in evaluating any Variations. 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 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. 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.
13.5 Provisional Sums	13.5	Add the following to the Sub-Clause 13.5 of GCC with the following: 13.5 <u>Provisional Sums:</u>

Conditions	Sub-Clause	Specific Provisions
		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.
13.7 Adjustments for Changes in Legislation	13.7	<i>Replace the sub-clause 13.7 of GCC with the following:</i> The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a Change in Taxes/Duty, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. “Change in Taxes/Duties/Levies” means the occurrence or coming into force of the following, at any time after the date of submission of Bid. (i) Any new tax which is imposed on Composite Works Contracts applicable on Metro / Rail Project. (ii) Changes in the rate of GST on Composite Works Contracts applicable on Metro /Rail Project as per GST Act. (iii) Change in the rate of Customs Duty. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and b) Payment of any such Cost, which shall be included in the Contract Price. Notes: 1) Adjustment in Contract Price 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 [Extension of Time for Completion] or it is specifically mentioned that extension is with adjustment for changes as stated above 2) If the extension of contract period is on account of contractor's fault, no compensation shall be made towards upward revision towards “Change in Taxes and Duties for the extended period”. Any benefit on account of downward revision towards “Change in Taxes and Duties”, during the original contract period or extended contract period shall be to Employer's Credit. Any other changes (except on account of Sl. No. (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the Price Variation Clause provided in the Contract.
13.8 Adjustments for changes in cost	13.8	• <i>This clause is applicable to Schedule-A to Schedule-D, whereas this clause is not applicable to Schedule-E (Provisional Sum).</i>

Conditions	Sub- Clause	Specific Provisions
		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 variation 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 Variation 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. b) The price variation will be payable only on the Indian currency component (no adjustment for foreign currency component) of the contract price as per the following price variation formula c) Period of work under consideration will mean as under: In the case of first "On- account Bill" the period from the month in which the tender was Awarded to the month of measurement of the first bill. i 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. Note: 1) Price variation clause shall be applicable up to the relevant key dates (for schedule A to D). In case of any delay attributable to the contractor beyond key dates, no price variation will be applicable. 2) Responsibility of arranging the published indices desired by the Employer or the Engineer shall rest with the Contractor. d) Procedure in case of Delay in Availability of Final RBI Indices Where the final Price Indices are not available, while making payment towards on-account bills, payment towards Price Variation will be made on provisional basis based on the indices available, to be adjusted in subsequent bills as and when the final Indices figures become available. In case any particular index is discontinued during the contract period, then the alternate index issued by the government institution shall be adopted in agreement with the contractor. However, in case of dispute decision of the Employer shall be final. e) Price Variation for Extra Items Normally, no price variation clause shall be applicable to any extra item/new rates not originally included in the accepted Bill

Conditions	Sub-Clause	Specific Provisions
		of Quantities and for which the rates are fixed separately under relevant clause of GCC. Adjustment on account of price variation f) Adjustment on account of price variation Adjustment on account of price variation may be positive (in which case an additional amount shall be paid to the Contractor), or negative (in which case the amount of price variation shall be recovered from the Contractor). Adjustment on account of Price Variation shall be calculated separately, for each period between two successive dates of measurements for bills and paid along with each bill 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 certification by the Engineer. Any amount due from the contractor on account of negative adjustment shall be recovered from his pending payments at the earliest g) Price Variation during Extended period of completion. The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated 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 variation also. However, where extension has been granted under Sub-Clause 8.7 of GC, price adjustment will be due as follows: i 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 relevant clause of GCC, the price adjustment for the period of extension under relevant clause of GCC will be limited to the amount payable as per indices applicable to a bill made on the last date of the original completion period or the extended period under relevant clause of GCC as the case may be. ii In case the indices fall below the indices applicable to a bill made on the last date of original or extended period of completion, then the lower indices will be adopted for price Adjustment for the period of extension under relevant clause of GCC unless the extension has been granted due to contractor's fault. iii 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 variation under this Clause. However, this adjustment shall be to the extent that full

Conditions	Sub-Clause	Specific Provisions
		compensation for any rise or fall in costs to the Contractor is not covered by the Price variation. Refer Annexure A to corrigendum for Price variation formula 1) The latest amendment of formulae given in the Annexure A will be applicable 2) Any variation formula for supply items not covered in the above Annexure, relevant IEEMA price variation formula with latest amendment will be applicable.
14.1 (b) Contract Price	14.1 (b)	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. (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.
14.2 Advance Payment	14.2	Delete last sentence of third paragraph and replace by the sentence: "This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor
14.2 Advance Payment	14.2	Replace the GC Sub-Clause 14.2 with the provisions as under: Mobilisation Advance: (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. 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. (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.

Conditions	Sub-Clause	Specific Provisions
		Written Request for Advances: All Advances as admissible, shall be payable only on Contractor's written request to the Employer and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] (ii) a guarantee in amounts and currencies equal to the advance payment. 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. The recovery of advances granted under Sub-Clauses 14.2 commences once 15% of the original Contract Price has been paid and shall be completed by the time 85% of the original Contract Price has been paid or by the original Date of Completion, whichever occurs earlier. The total recovery from each Interim Payment Certificate (IPC) shall not exceed 30%. Recoveries shall be effected in the same proportion of currency(ies) in which the advance was originally paid. 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: (i) The amount of deferred recovery shall be treated as a Special Advance. (ii) The BG shall neither be released nor reduced until full recovery of the Special Advance. (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. No advance shall be given after 40% of the Original Contract Amount has been paid. SBI MCLR (+2%) 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 (+2%) of the State Bank of India. The Contractor shall have the option to have the aforesaid recoveries commenced and / or completed earlier, and / or to have recoveries effected in instalments of higher amounts, and

Conditions	Sub-Clause	Specific Provisions
		to repay part or whole of the advance by direct payment in advance rather than through on account bills. The contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid. In case the Contract is terminated due to default of the Contractor or rescinded/foreclosed, due to any other reason, the Contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/ foreclosure of the Contract if the Contractor fails to do so due to any reason whatsoever, then pay interest at the prevailing one-year MCLR + 2% of the State Bank of India, prevailing on the date of issue of notice of termination/rescission/foreclosure shall be charged on the unrecovered amount of such advances from 16th day onwards compounded quarterly till the same is returned by the Contractor. Interest in Case of Delay in Repayment of Advances : In case of a delay in the progress and/or completion of Work, as a result of which it is not possible for the Employer to recover the advance, before the original date of completion of Works stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond such original completion date specified in the Contract, as detailed here under: (i) "For period(s) for which "Extension of Time" has been granted under clauses (a) to (h) of clause 8.4.1, Interest shall be charged at State Bank of India's Marginal cost of fund based lending rate (MCLR +2%) applicable of 1-year tenure, as prevailing on the last date of original time for completion specified in the contract". (ii) "For all the other period(s) for which "Extension of Time" has been granted under clauses other than the clauses (a) to (h) of clause 8.4.1, Interest shall be charged at State Bank of India's Marginal cost of fund based lending rate (MCLR+2%) applicable of 1-year tenure, as prevailing on the last date of original time for completion specified in the contract plus a penal interest of 3%". Advances to be used only for this work The advances shall be used by the Contractor strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. Employer retains the right for any other remedy prescribed for breach of Contract in this regard. The Contractor, if required by the Engineer shall provide the details of utilization of Mobilization advance.

Conditions	Sub-Clause	Specific Provisions
14.3 Application for Interim Payment Certificates	14.3	<i>In the 1st sentence of the 1st paragraph, replace "Six copies" by "in the number of copies specified in the Contract Data"</i> <i>Add the following to sub clause 14.3.</i> <i>Deduction towards income taxes, any other tax deductible at source, etc., will be deducted as per the relevant act / rules / statute.</i> <i>The Contractor shall not submit more than one request for interim payment per month or otherwise agreed by Employer / Engineer.</i> <i>The Minimum IPC amount shall not be less than 1.0 % of Contract price.</i>
14.6 (c) Issue of Interim Payment Certificates	14.6 (c)	<i>After paragraph (b) add paragraph (c) as follows:</i> (C) 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: (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 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. 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.
14.7 Time for Payment of Interim Payment Certificates	14.7	<u>Add the following to sub clause 14.7:</u> <i>The Contractor shall submit preferably the monthly bill for payment to the Engineer.</i> (i) <i>Engineer shall, within 02 working days after receiving a statement & supporting documents under clause 14.3 of PCC, deliver to the employer, with a copy to the contractor, an interim payment certificate for adhoc payment of 80% of bill value.</i> <i>After scrutiny and certification by the Engineer for payment of 80% of bill value issued under clause 14.7, the Employer within 04 working days shall make the payment for the certified value.</i> (ii) <i>Engineer shall, within 07 working days of receiving a statement & supporting documents, deliver to the Employer, with a copy to the contractor, an interim</i>

Conditions	Sub-Clause	Specific Provisions
		<i>payment certificate showing the balance amount (i.e. 20%) which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the statement if any.</i> <i>The balance amount (i.e. 20%) shall be paid within 05 working days from the certification of interim payment certificate by the Engineer.</i> (iii) <i>If any adverse comments regarding the workmanship or the quality of the work done in the previous bill are made by the Engineer then an appropriate and suitable amount shall be recovered from successive bills.</i> (iv) <i>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.</i> (v) <i>The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components</i> <i>• Value of the work / goods / services (without taxes, duties, levies, cess, Royalty etc.).</i> <i>• Taxes, duties, levies, Royalty, cess, GST etc.</i>
14.7 Payment	14.7	<i>In the last sentence after “Contractor” insert:</i> <i>“and as stated in the Contract Data”</i>
14.8 Delayed Payment Interest – local currency	14.8	Sub-clause 14.8 (Delayed Payment) of GCC is not applicable to this tender
14.8 Delayed Payment Interest – foreign currency	14.8	Sub-clause 14.8 (Delayed Payment) of GCC is not applicable to this tender
14.9 Payment of Retention Money	14.9	<i>In the fifth paragraph, delete first sentence and replace by the sentence:</i> <i>"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 release of the Retention Money has to be acceptable in form and substance to the Bank."</i>
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>

Conditions	Sub-Clause	Specific Provisions
14.16 New Clause- Production of Vouchers	14.16	Add a new sub clause :14.16: Production of Vouchers 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. 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
14.17 New Clause - Recovery of money due to the Employer	14.17	Add a new sub clause :14.17: Recovery of money due to the Employer: All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from 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.
15.2 Termination by Employer	15.2	In the first paragraph, the existing sub-paragraph (f) is deleted and the following is added as (f), (g) and (h): "(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; (g) substantially fails to comply with the ESHS Specifications; (h) deleted;" Further in the second paragraph, "or (g) or (h)" are added after "or (f)". Add the following Paragraphs to the end of the Sub-clause: "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

Conditions	Sub-Clause	Specific Provisions
		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. 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." In case of termination! foreclosure of the Contract under whatsoever circumstances, any remaining tools, plants, equipment, and surplus materials of the Employer with the Contractor will be returned to the Employer at Employer's depot at the Contractor's cost. In case of the failure of the Contractor to do so, the Employer will be entitled to recover their costs from the Contractor from the amount becoming due to the Contractor or from any other money due in any other contracts. The decision of the Engineer on the amount to be recovered will be the final decision and full credit at rates initially charged to the Contractor shall be allowed for such materials. Similarly, the Employer shall be entitled to recover the cost of the unreturned material, plants, equipment, and tools from the Contractor where such material has been supplied free of cost and plants, equipment, and tools free of cost or on lease basis to the Contractor as stipulated in the Contract.
15.2.1 New Sub-Clause - Termination for Contractor's Default	15.2.1	Add the New sub clause 15.2.1: 15.2.1 Part-Termination / De-scoping of Work 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.
15.4 Payment after Termination	15.4	Add the following at the end of the Sub-Clause: On termination of Contract due to Contractor's default, the Employer shall be entitled to forfeit the whole or such portion of the Performance Security amount as he may consider fit, and the balance amount further if any to be recovered, may be

Conditions	Sub-Clause	Specific Provisions
		deducted by the Employer from any monies then due or which, at any time, thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise.
15.6 Corrupt or Fraudulent Practices	15.6	Add the following at the end of the Sub-Clause: "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"."
15.8 New Clause - Non-exercise of power not to constitute waiver (New Clause)	15.8	Add a new sub clause :15.8 Non-exercise of power not to constitute waiver: 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
18.2 Insurance for Works and Contractor's Equipment's	18.2	"Further in sub-paragraph (d), insert the following after "(d) shall also cover": "to the extent specifically required in the Contract," Add the following sub-paragraph at end of the 18.2 clause for the perils to be covered under the policy: The Contractor at his cost shall in the joint names of the Employer [Principal] and Contractor: 1. Insure the Plant, material and works forming part of the contract works against loss or damage by all types of risks as envisaged under the standard Erection All Risks Policy. 2. Obtain the Insurance policy for the full replacement cost at site of the contract works entrusted to the Contractor, Sub contractor 3. Include in the insurance policy the cost of demolition work if any. 4. Ensure that the policy shall remain in force till the entire contract works is completed and taking over certificate issued. Erection All Risk Policy which is an All-Risks Policy with only named exclusions normally extends cover for loss or damage caused by fire, storm, tempest, lightning, flood, aircraft or anything dropped there from aerial objects, riot and civil commotion, defective materials, defective workmanship and shall be extended to cover the following: 1. Earthquake 2. Third Party Liability including cross liability to the extent of at least 10% of the contract works. 3. Owner's surrounding property to the extent of 10% of the policy limits even if part payment has been made shall be covered by an insurance policy by the Contractor and he shall not be entitled for any payment from the Employer against the

Conditions	Sub-Clause	Specific Provisions
		loss or damage. The Employer may however consider an extension to the Contract Completion period on this account. if it is established that all reasonable precautions were taken by the Contractor. Any loss or damage caused to PST equipment: before issue of Taking over Certificate due to natural calamities like flooding, typhoons and heavy storms etc. including rioting, fire etc. shall be covered by an insurance policy by the Contractor and he shall not be entitled for any payment from the Employer against the loss or damage. The Employer may however consider an extension to the Contract on this account, if it is established that all reasonable precautions were taken by the Contractor.
18.5 New Sub-Clause - Liability for breach of professional duty	18.5	Add New sub-clause 18.5 with the following: 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.
19.4 Consequences of Force Majeure	19.4	At the end of sub para (b), add the following: "Including the cost of rectifying or replacing the works and / or Goods damaged or destroyed by Force Majeure to the extent that they are not indemnified through the insurance policy referred to in sub clause 18.2 (Insurance for works and Contractor's equipment's).
20.2 Appointment of the Dispute Board	20.2	Add the following at the start of the Sub-Clause: If the attempt of Negotiation fails and Engineer or Contractor does not respond within 21 days from the date of negotiation, either Party may consider that the claim is rejected by the Engineer and any of the Parties may issue "Notice of Dispute" and refer the same to the Dispute Board in accordance with detail procedure attached as APPENDIX under Part-3, Section IX of Particular Conditions. Notice of Dispute For the purpose of this Sub-Clause, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the

Conditions	Sub-Clause	Specific Provisions
		nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer. The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim.
20.3 Failure to Agree on the Composition of the Dispute Board	20.3	Add the following at the end of the Sub-Clause: Any and all Disputes shall be settled in accordance with the provisions of Clause 20. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 20 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.
20.6 Arbitration and Conciliation	20.6	Replace Sub-Clause 20.6, Arbitration with the following: 20.6 Arbitration and Conciliation: Disputes shall be settled through two stages: 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: 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 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]." 3. The arbitration and conciliation shall proceed in accordance with Annexure-IX-B.
20.9 New Sub - Clause - Suspension of	20.9	Add New Sub-Clause - Suspension of Work on Account of Arbitration

Conditions	Sub-Clause	Specific Provisions
Work on Account of Arbitration		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.
20.10 New Sub Clause - Workmen Compensation (Employers Liability) Insurance.	20.10	Add New Sub-Clause – Workmen Compensation (Employers Liability) Insurance Workman's compensation policy with the following endorsement no.140 to protect Employer (Principal) interest. "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." The policy shall be: - 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 sub-Clause - Dispute Resolution	20.11	Add New Sub-Clause – Dispute Resolution: To Determine & settle such claims as per clause 20, following methods in the order of precedence shall be followed. - Negotiation - Dispute Board - Amicable Settlement Conciliation - Arbitration
20.12 New sub-Clause - Negotiation	20.12	Add New Sub-Clause – Negotiation Upon receipt of the Contractor's Claim under the Contract, the engineer shall examine the proposal of claims of the Contractor, ensuring whether it is admissible under provision of Contract and substantiated by sufficient document / records and information. After examination the Engineer shall record his factual observation and explain to the Contractor about the merit of Claim.

Conditions	Sub-Clause	Specific Provisions
		If claim is admissible the amount of claim shall be discussed with Contractor and effort shall be made to agree the amount of claim by negotiation.
20.13 New sub-Clause - Arbitration Fees	20.13	Add New Sub-Clause – Arbitration Fees The cost of arbitration shall be borne by the respective parties.
20.14 New sub-Clause - Jurisdiction of Courts	20.14	Add New Sub-Clause – Jurisdiction of Courts Where recourse to a Court is to be made in respect of any matter, the jurisdiction of court shall be: High Court of Judicature at Karnataka – Bangalore Bench, Bangalore.
20.15 New sub-Clause - Notice to Contractor	20.15	Add New Sub-Clause – Notice to Contractor a. All notices to the Contractor shall be served by Post or Telex or Telefax / E-Mail / Registered Post on address of communication provided in bid or further local address for communication by hand to the Contractor or his authorized representatives. In the case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch. b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred above.
20.16 New sub-Clause - Notice to Employer & Engineer	20.16	Add New Sub-Clause – Notice to Employer & Engineer All Notices to the Employer or Engineer shall be served by post or telex or telefax / E-Mail / Registered Post on address of communication provided in bid or any change thereafter or by delivering by hand to the address nominated for the purpose.
20.17 New sub-Clause - Change of address	20.17	Add New Sub-Clause – Change of address Parties to the contract may change the address for communication with a notice to all concerned
20.18 New sub-Clause	20.18	Add New Sub-Clause The Bidder/Contractor grants the Employer, the KfW and auditors appointed by either of them, as well as any authority or European Union Institution or body having competence under European Union law, the right to inspect and copy the books and records of the bidder, contractor, supplier or consultant in connection with any KfW-financed contract.
20.19 New sub-Clause – Interface Requirements	20.19	Add New Sub-Clause – Interface Requirements The Contractor shall be responsible for interface with the other contractors as per the interface table provided in the contract. Employer will supervise/facilitate the coordination between the Contractor and other designated contractors. However, the Contractor will allow for liaison with, and modifications to his design to cater for the work of such other contractors. The list of interface items is indicative only and the ultimate responsibility of commissioning lies with the Contractor.
20.20 New sub-Clause – OHSAS: 18001	20.20	Add New Sub-Clause – OHSAS: 18001 The contractor must obtain Health and Safety Certificate The contractor shall deploy at least two key personnel having

Conditions	Sub-Clause	Specific Provisions
		Environment expertise of minimum ten years in sites management measure and the second one in social works with min. 10-year experience.
20.21 New sub-Clause - Maintaining the Site	20.21	Add New Sub-Clause – Maintaining the Site In general, the cleanliness, lighting, safety, security, drinking water, first aid etc. will be the responsibility of the civil contractor as specified in the interface document. The Contractor shall be responsible for maintaining the site. The daily sweeping and cleaning of the area under his possession/work shall be his responsibility. In case of repeated aberrations notices by the Engineer, a minimum penalty of ` 5000/- shall be imposed for each instance.
20.22 New sub-Clause - Indemnity Bond	20.22	Add New Sub-Clause – Indemnity Bond The Contractor shall submit an Indemnity Bond in the format given in Section X - Contract Forms, against payments made for Plant and Equipment delivered but are still in the custody of the Contractor or not commissioned into revenue service.
20.23 New Clause - Special / Acceleration Advances	20.23	Add New Sub-Clause – Special/Acceleration Advances 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. Employer at his sole discretion, may provide Special/Acceleration Advance based on the recommendation of the Engineer to expedite works or to bring forward the completion date(s) and on account of immediate additional mobilization to complete balance works as targeted, the Employer may grant 'Special/Acceleration Advance' to the contractor. The Special/Acceleration Advance shall carry interest at the prevailing one-year MCLR rate of the State Bank of India. 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. 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.

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.

Sections are divided as G1, G2, A, B, C & D to define key dates are as follows:

G1	General requirement for Corridor-2
G2	General requirement for Corridor-4
A	Soldevanahalli Depot (Including) to Chikkabanavara station (including) to Yeshwanthpura Station (including) of Corridor-2
B	Benniganahalli Station (including) to Yeshwanthpura Station (including) of Corridor-2
C	Heelalige Station (including) to Benniganahalli Station (excluding) of Corridor-4
D	Benniganahalli Station (excluding) to Rajankunte Station (including) of Corridor-4

Table 1: Contract Key dates and completion dates:

Key Date No.	Key Date Description	Time for Completion (Calendar days from Date of Notice to proceed [NTP])	Liquidated Damage	Incentives for early achievement of Key Dates
G1	General			
KD-G1-01	Engagement of Key Personnel for Sections A, B, C and D - [Key Personnel Sl. No.C1.1 to C1.23 - Minimum 50% deployment by D+30 days and 100% deployment by D+60 days.	D+30	0.001% of accepted contract value per day on proportionate basis	
KD-G1-02	Establishment of Main Project Office and one Site Office for sections A and B	D+30	0.001% of accepted contract value per day.	-
KD-G1-03	Obtaining NONO for Construction Program and Construction Methodology (OHE / ASS / RSS / CABLING / SCADA) for sections A and B in Primavera P6	D+40	0.001% of accepted contract value per day.	-
Section A	C2: Works at Soldevanahalli Depot (Including) to Chikkabanavara station (including) to Yeshwanthpura Station (including): Priority Section			

Key Date No.	Key Date Description	Time for Completion (Calendar days from Date of Notice to proceed [NTP])	Liquidated Damage	Incentives for early achievement of Key Dates
KD-A-01	Submission of Technical Proposal of Major Equipment of RSS, ASS, OHE like 220 kV EHV cables, Traction Transformer, Auxiliary Main Transformer, Dry type Auxiliary Transformer, 33 kV Cables, Panels etc. including preliminary design.	D+50	0.001% of accepted contract value per day.	-
KD-A-02	Completion of Cable route survey from GSS to RSS	D+60	0.001% of accepted contract value per day.	-
KD-A-03	Obtaining NONO for Shop drawings / Working drawings.	D+70	0.001% of accepted contract value per day.	-
KD-A-04	Manufacture, FAT & Delivery to Site - 220 kV EHV cables, jointing kits & its accessories - Soladevanahalli Depot RSS and Mathikere RSS	D+170	0.001% of accepted contract value per day.	-
KD-A-05	Manufacture, FAT & Equipment Delivery to Contractors Store - ASS, 33 kV Cables, OHE, Soladevanahalli Depot RSS and Mathikere RSS etc.	D+180	0.001% of accepted contract value per day.	-
KD-A-06	Commissioning of Gas insulated (GIS) RSS at Soladevanahalli Depot RSS - Including laying of 220 kV EHV cabling from GSS to RSS & Completion of RSS Building Construction - Structural & Architectural works	D+320	0.001% of accepted contract value per day.	0.0005% of total contract price per day of early achievement of key date
KD-A-07	Commissioning of Gas insulated (GIS) RSS at Mathikere RSS - Including laying of 220 kV EHV cabling from GSS to RSS & Completion of RSS Building Construction - Structural & Architectural works	D+365	0.001% of accepted contract value per day.	0.0005% of total contract price per day of early achievement of key date
KD-A-08	Commissioning of ASS in, Shettyhalli, Myadarahalli,	D+380	0.001% of accepted	0.0005% of total contract price per

Key Date No.	Key Date Description	Time for Completion (Calendar days from Date of Notice to proceed [NTP])	Liquidated Damage	Incentives for early achievement of Key Dates
	Chikkabanavara, Yeshwanthpura stations and Soladevanahalli Depot including 33 kV cabling.		contract value per day.	day of early achievement of key date
KD-A-09	Traction energization on Soldevanahalli Depot (Including) to Chikkabanavara station (including) to Yeshwanthpura Station (including)	D+390	0.001% of accepted contract value per day.	0.0005% of total contract price per day of early achievement of key date
KD-A-10	Acceptance of Integrated testing and commissioning of power supply system in Soldevanahalli Depot (Including) to Chikkabanavara station (including) to Yeshwanthpura Station (including) along with SCADA before Revenue Service.	D+450	0.001% of accepted contract value per day.	
KD-A-11	Achieve Operational Acceptance & Obtaining Taking Over Certificate of Soldevanahalli Depot (Including) to Chikkabanavara station (including) to Yeshwanthpura Station (including) for Revenue Service	D+480	0.002% of accepted contract value per day.	0.001% of total contract price per day of early achievement of key date
Section B	C2: Works from Yeshwanthpura Station - Lower Level (including) to Benniganahalli Station (including)			
KD-B-01	Submission of Technical Proposal of Major Equipment of RSS, ASS, OHE like 220 kV EHV cables, Traction Transformer, Auxiliary Main Transformer, Dry type Auxiliary Transformer, 33 kV Cables, Panels etc. including preliminary design.	D+65	0.001% of accepted contract value per day.	-
KD-B-02	Obtaining NONO for Shop drawings / Working drawings.	D+90	0.001% of accepted contract value per day.	-
KD-B-03	Manufacture, FAT & Equipment Delivery to Site - ASS, 33 kV Cables and OHE	D+200	0.001% of accepted contract value	-

Key Date No.	Key Date Description	Time for Completion (Calendar days from Date of Notice to proceed [NTP])	Liquidated Damage	Incentives for early achievement of Key Dates
	etc.		per day.	
KD-B-04	Commissioning of ASS in Mathikere, Hebbal, Nagawara, Kanaka Nagar, Banaswadi, Seva Nagar, Kasturi Nagar and Benniganahalli stations including 33 KV cabling.	D+440	0.001% of accepted contract value per day.	0.0005% of total contract price per day of early achievement of key date
KD-B-05	Traction energization on Yeshwanthpura station – Lower Level - (including) to Benniganahalli Station (including).	D+450	0.001% of accepted contract value per day.	0.0005% of total contract price per day of early achievement of key date
KD-B-06	Acceptance of Integrated testing and commissioning of - Yeshwanthpura station – Lower Level - (including) to Benniganahalli Station (including) along with SCADA before Revenue Service.	D+530	0.001% of accepted contract value per day.	
KD-B-07	Achieve Operational Acceptance & Obtaining Taking Over Certificate of Yeshwanthpura station – Lower Level - (including) to Benniganahalli Station (including) for complete section Revenue Service	D+550	0.002% of accepted contract value per day.	0.001% of total contract price per day of early achievement of key date
KD-F-01	Project completion and Handing Over - Corridor - 2 including submission of as-built drawings, Training of Employer's staff, Planning of Maintenance and Operation & Maintenance manuals along with complete maintenance schedule etc.	D+580	0.0035% of accepted contract value per day.	-
G2	General			
KD-G2-01	Establishment of Site Office (02 Nos.) for sections C and D	D+90	0.001% of accepted contract value per day.	-
KD-G2-02	Obtaining NONO for Construction Program and	D+120	0.001% of accepted	-

Key Date No.	Key Date Description	Time for Completion (Calendar days from Date of Notice to proceed [NTP])	Liquidated Damage	Incentives for early achievement of Key Dates
	Construction Methodology (OHE / ASS / RSS / CABLING / SCADA) for sections C and D in Primavera P6.		contract value per day.	
Section C	C4: Works from Heelalige Station (including) to Benniganahalli Station (excluding):			
KD-C-01	Submission of Technical Proposal of Major Equipment of RSS, ASS, OHE like 220 kV EHV cables, Traction Transformer, Auxiliary Main Transformer, Dry type Auxiliary Transformer, 33 kV Cables, Panels etc. including preliminary design.	D+135	0.001% of accepted contract value per day	-
KD-C-02	Completion of Cable route survey from GSS to RSS	D+150	0.001% of accepted contract value per day	-
KD-C-03	Obtaining NONO for Shop drawings / Working drawings.	D+180	0.001% of accepted contract value per day	-
KD-C-04	Manufacture, FAT & Delivery to Site - 220 kV EHV cables, jointing kits & its accessories - Benniganahalli RSS and Yelahanka RSS	D+350	0.001% of accepted contract value per day	-
KD-C-05	Manufacture, FAT & Equipment Delivery to Site - ASS, 33 kV Cables, OHE, Benniganahalli RSS and Yelahanka RSS etc.	D+360	0.001% of accepted contract value per day	-
KD-C-06	Commissioning of Gas insulated (GIS) RSS at Benniganahalli RSS - Including laying of 220 kV EHV cabling from GSS to RSS & Completion of RSS Building Construction - Structural & Architectural works	D+500	0.001% of accepted contract value per day	0.0005% of total contract price per day of early achievement of key date
KD-C-07	Commissioning of ASS in Heelalige, Singena Agrahara, Huskur, Ambedkar Nagar, Carmelaram, Belandur, Marathahalli, Doddanakundi, Kaggadasapura Stations	D+660	0.001% of accepted contract value per day	0.0005% of total contract price per day of early achievement of key date

Key Date No.	Key Date Description	Time for Completion (Calendar days from Date of Notice to proceed [NTP])	Liquidated Damage	Incentives for early achievement of Key Dates
	including 33 KV cabling.			
KD-C-08	Traction energization on Heelalige Station (including) to Benniganahalli Station (excluding).	D+690	0.001% of accepted contract value per day	0.0005% of total contract price per day of early achievement of key date
KD-C-09	Acceptance of Integrated testing and commissioning of Heelalige Station (including) to Benniganahalli Station (excluding) along with SCADA before Revenue Service.	D+720	0.001% of accepted contract value per day	
KD-C-10	Achieve Operational Acceptance & Obtaining Taking Over Certificate for Heelalige Station (including) to Benniganahalli Station (excluding) Revenue Service.	D+750	0.002% of accepted contract value per day.	0.001% of total contract price per day of early achievement of key date
Section D	C4: Works at Benniganahalli Station (Including) to Rajankunte Station (including):			
KD-D-01	Submission of Technical Proposal of Major Equipment of RSS, ASS, OHE like 220 kV EHV cables, Traction Transformer, Auxiliary Main Transformer, Dry type Auxiliary Transformer, 33 kV Cables, Panels etc. including preliminary design.	D+120	0.001% of accepted contract value per day	-
KD-D-02	Completion of Cable route survey from GSS to RSS	D+160	0.001% of accepted contract value per day	-
KD-D-03	Obtaining NONO for Shop drawings / Working drawings.	D+165	0.001% of accepted contract value per day	-
KD-D-04	Manufacture, FAT & Equipment Delivery to Site - ASS, 33 kV Cables and OHE etc.	D+340	0.001% of accepted contract value per day	-
KD-D-05	Commissioning of Gas insulated (GIS) RSS at Yelahanka RSS - Including laying of 220 kV EHV cabling from GSS to RSS &	D+530	0.001% of accepted contract value per day	0.0005% of total contract price per day of early achievement of key date

Key Date No.	Key Date Description	Time for Completion (Calendar days from Date of Notice to proceed [NTP])	Liquidated Damage	Incentives for early achievement of Key Dates
	Completion of RSS Building Construction - Structural & Architectural works			
KD-D-06	Commissioning of ASS in Channasandra, Horamavu, Hennur, Thanisandra, R.K. Hegde Nagar, Jakkur, Yelahanka, Muddanahalli, Rajankunte Stations including 33 KV cabling.	D+680	0.001% of accepted contract value per day	0.0005% of total contract price per day of early achievement of key date
KD-D-07	Traction energization on Benniganahalli Station (including) to Rajankunte Station (including).	D+690	0.001% of accepted contract value per day	0.0005% of total contract price per day of early achievement of key date
KD-D-08	Acceptance of Integrated testing and commissioning of Benniganahalli Station (including) to Rajankunte Station (including) along with SCADA before Revenue Service.	D+720	0.001% of accepted contract value per day	
KD-D-09	Achieve Operational Acceptance & Obtaining Taking Over Certificate for Benniganahalli Station (including) to Rajankunte Station (including) Revenue Service.	D+750	0.002% of accepted contract value per day.	0.001% of total contract price per day of early achievement of key date
KD-F-02	Project completion and Handing Over - Corridor - 4 including submission of as built drawings, Transfer of Technology, Training of Employer's staff, Planning of Maintenance and Operation & Maintenance manuals along with complete maintenance schedule etc.	D+910	0.0035% of accepted contract value per day.	-

The Contractor shall prepare and submit his detailed Programme of Work 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 (mile stones) indicated below with respect to D. Here, "D" is the Date of Commencement/ Notice to Proceed.

NOTES ON KEY DATES:

- a. The achievement of a Key Date shall be subject to the issuing of a notice of no objection from the Employer's Representative.
- b. The achievement of a Key Date shall require completion of all the works specified for achievement of the Key Date.
- c. The achievement of Key Dates shall be read in conjunction with the Interface Specifications to establish access requirements for Interfacing Contractors.
- d. The access and order for completion of the Works shall be coordinated among the Interfacing Contractors in the development of the Track Related Installation Programme (TRIP) and Coordinated Installation Programme (CIP).
- e. BI-RIDE BSTP project comprises of four stages of ROD for complete Corridor-2 and Corridor-4.

**Table 2: Site access and possession:
Schedule of Access dates:**

Access Date No.	Access dates Description	Calendar days from Date of Notice to proceed [NTP]
I.	Access to Stations for Stage 1: Corridor 2: Works at Soldevanahalli Depot (Including) to Chikkabanavara station (including) to Yeshwanthpura Station (including):	
C5-AD-001	Access Date for ASS Rooms at Corridor 2	
	1. Shettyhalli station	D+120
	2. Myadarahalli station	D+120
C5-AD-002	Access Date for ASS Rooms at Corridor 2	
	1. Chikkabanavara Station	D+120
C5-AD-003	Access Date for ASS Rooms at Corridor 2	
	1. Yeshwanthpura station	D+180
C5-AD-004	Access Date for ASS Rooms at Corridor 2	
	1. Soldevanahalli Depot	D+210
II.	Access to Stations for Stage 2: Corridor 2: Works from Yeshwanthpura Station - Lower Level (including) to Benniganahalli Station (including)	
C5-AD-005	Access Date for ASS Rooms at Corridor 2	
	1. Kasturi Nagar station	D+120
	2. Banaswadi station	D+120
	3. Hebbal Station	D+120
C5-AD-006	Access Date for ASS Rooms at Corridor 2	
	1. Kanaka Nagar station	D+330
	2. Seva Nagar station	D+330
	3. Nagawara Station	D+330
	4. Benniganahalli station	D+330
C5-AD-007	Access Date for ASS Rooms at Corridor 2	
	1. Mathikere Station	D+360
III.	Access to Stations for Stage 3 Corridor 4: Works from Heelalige Station (including) to Benniganahalli Station (excluding):	
C5-AD-008	Access Date for ASS Rooms at Corridor 4	
	1. Huskur station	D+180
	2. Bellandur station	D+180
C5-AD-009	Access Date for ASS Rooms at Corridor 4	
	1. Singena Agrahara station	D+300
	2. Ambedkar Nagar station	D+300
C5-AD-010	Access Date for ASS Rooms at Corridor 4	
	1. Kaggadasapura station	D+390
	2. Doddanakundi station	D+390
C5-AD-011	Access Date for ASS Rooms at Corridor 4	
	1. Heelalige station	D+460
	2. Carmelaram station	D+460
C5-AD-012	Access Date for ASS Rooms at Corridor 4	
	1. Marathahalli station	D+550

Access Date No.	Access dates Description	Calendar days from Date of Notice to procced [NTP]
IV.	Access to Stations for Stage 4 Corridor 4: Benniganahalli Station (including) to Rajankunte Station (including):	
C5-AD-013	Access Date for ASS Rooms at Corridor 4	
	1. Rajankunte Station	D+200
	2. Channasandra Station	D+200
C5-AD-014	Access Date for ASS Rooms at Corridor 4	
	1. Jakkur station	D+260
	2. Thanisandra station	D+260
C5-AD-015	Access Date for ASS Rooms at Corridor 4	
	1. Muddanahalli station	D+430
	2. Horamavu station	D+430
	3. Hennur station	D+430
	4. R.K Hegde Nagar station	D+430
	5. Yelahanka station	D+430
V	Access to Viaduct / At-Grade for Stage 1: Corridor 2: Works at Soldevanahalli Depot (Including) to Chikkabanavara station (including) to Yeshwanthpura Station (including):	
C5-AD-016	Partial access for OHE/PS contractor -	Progressively in line with Civil/Track contractor's program
	Stretch - 1A: Soldevanahalli Depot including to Chikkabanavar station including to Shettyhalli station	
C5-AD-017	Partial access for OHE/PS contractor -	
	Stretch -2A: Shettyhalli station to Yeshwanthpura station	
VI	Access to Viaduct / At-Grade for Stage 2: Corridor 2: Works from Benniganahalli Station (including) to Yeshwanthpura Station (including)	
C5-AD-018	Partial access for OHE/PS contractor -	Progressively in line with Civil/Track contractor's program
	Stretch -3A: Yeshwanthpura station (excluding) to Hebbal Ramp portion (including)	
C5-AD-019	Partial access for OHE/PS contractor -	
	Stretch -4A: Hebbal Ramp portion(excluding) to Nagawara station (excluding)	
C5-AD-020	Partial access for OHE/PS contractor -	Progressively in line with Civil/Track contractor's program
	Stretch -5A: Nagawara station (including) to Seva Nagar (including)	
C5-AD-021	Partial access for OHE/PS contractor -	
	Stretch -6A: Seva Nagar (excluding) to Benniganahalli chainage (-) 1.413km	
VII	Access to Viaduct / At-Grade for Stage 3: Corridor 4: Heelalige Station (including) to Benniganahalli Station (excluding):	
C5-AD-022	Partial access for OHE/PS contractor -	Progressively in line with Civil/Track contractor's program
	Stretch -7A: Benniganahalli chainage (-) 22.295km to Doddanakundi (including)	
C5-AD-023	Partial access for OHE/PS contractor -	
	Stretch -8A: Doddanakundi (excluding) to Marathahalli (including)	
C5-AD-024	Partial access for OHE/PS contractor -	
	Stretch -9A: Marathahalli (excluding) to Carmelaram (including)	

Access Date No.	Access dates Description	Calendar days from Date of Notice to procced [NTP]
C5-AD-025	Partial access for OHE/PS contractor -	
	Stretch -10A: Carmelaram (excluding) to Huskur (including)	
C5-AD-026	Partial access for OHE/PS contractor -	
	Stretch -11A Huskur (excluding) to Heelalige buffer end chainage (-) 0.633km	
VIII	Access to Viaduct / At-Grade for Stage 4: Corridor 4: Works at Benniganahalli Station (including) to Rajankunte Station (including)	
C5-AD-027	Partial access for OHE/PS contractor –	Progressively in line with Civil/Track contractor's program
	Stretch -12A: Benniganahalli chainage (-) 22.295 km to Hennur (including)	
C5-AD-028	Partial access for OHE/PS contractor -	
	Stretch -13A: Hennur (excluding) to Jakkur (including)	
C5-AD-029	Partial access for OHE/PS contractor -	
	Stretch -14A: Jakkur (excluding) to Yelahanka (including)	
C5-AD-030	Partial access for OHE/PS contractor -	
	Stretch -15A: Yelahanka (excluding) to Muddanahalli (including)	
C5-AD-031	Partial access for OHE/PS contractor -	
	Stretch -16A: Muddanahalli (excluding) to Rajankunte buffer end chainage (+) 46.525 km	
IX	RSS access date	
CS-AD-032	Access date for Construction of RSS at Soldevanahalli	D+10
CS-AD-033	Access date for Construction of RSS at Mathikere	D+15
CS-AD-034	Access date for Construction of RSS at Benniganahalli	D+60
CS-AD-035	Access date for Construction of RSS at Yelahanka	D+60

Note:

- 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 following are non-refundable:
 - KD-A-11;
 - KD-B-07; KD-F-01
 - KD-C-10;
 - KD-D-09; KD-F-02
- These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.
- The cumulative of all incentives for early achievement of Key date mentioned above will be limited to maximum 5% of the total Contract Price as per the Contract clause 8.13 of Particular Conditions of the Contract (PCC). Delay Damages of all the above Key Dates in proportion to the default shall be per day basis as applicable.
- "Weeks" means 7 days.
- If there is any delay in access to site as shown in Table-2 contractor shall be granted only EOT without any liability on either side. Further, contractor shall continue with execution of works even with partial access, without entitlement to compensation.

6. "D" is the Date of Commencement/ Notice to Proceed.
7. The above key/access dates may be changed with mutual consent after award of the contract. However, the decision of the employer shall be final and binding on the contractor.

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Bi-RIDE