SECTION-7

PARTICULAR CONDITIONS

K-RIDE

Conditions	Sub-Clause	Specific Provisions
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; *[The exceptionally adverse climatic conditions referred to under Sub-Clause 8.4 item c) must be defined for each and every Site.* *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).*
1.3 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".
1.15 Inspections and Audit	1.15	***This Sub-Clause is deleted in its entirety and replaced by:*** "The Contractor shall permit, and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit, Employer and/or persons appointed by the Employer and/or to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by Employer. The Contractor's attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the

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		exercise of Employer's inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination."
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) the Letter of Acceptance (LOA) (c) Accepted Financial Bid & Bill of Quantities (d) Corrigendum / Addendum/ Clarifications (e) Particular Condition of Contract (PCC) (g) Contract Data (h) G eneral Conditions of Contract (GCC) (i) Work Specification & Employer's Requirement, (j) 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.
2.5 The Employer's Claims	2.5	***In the first line of the second paragraph delete the words:*** "28 days" *and replace with the words* "42 days".
3.4 Replacement of the Engineer	3.4	Not applicable.
4.2 Performance Security	4.2	***Delete last sentence of second paragraph and replace by the sentence:*** "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." ***Replace the second paragraph with the following:*** The Contractor shall deliver the Performance Security to the Employer within 21 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.
4.4Subcontractors	4.4	**Deleted**
4.8 Safety Procedures	4.8	***Add the following at the end of the Sub-Clause:*** f) The Contractor shall ensure compliance with the SHE Manual.

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4.13 Rights of Way and Facilities	4.13	***Add the following to sub clause 4.13:*** The Employer reserves the right to make use of these service roads / rights of way for itself or for other contractors working in the area, as and when necessary, without any payment to the Contractor
4.17 Contractor's Equipment	4.17	***Add the following to sub clause 4.17*:** Upon completion of the Works the Contractor shall remove from the Site the entire said Contractor's Equipment, Temporary works and his unused materials within 42 days after the Issuing of taking over certificate, failing which the employer may remove them at contractor's cost
4.18 Protection of the Environment	4.18	***Add the following after the last paragraph:*** "These provisions are complemented by those listed under the SHE Manual which the Contractor must ensure compliance with."
4.19 Electricity, Water and Gas	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.
4.21 Progress reports	4.21	***Add the following new item at the end of the Sub-Clause:*** i) "Matters requested under the SHE Manual."
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

Conditions	Sub-Clause	Specific Provisions
		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 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.
4.1 Contractor's and Sub-contractor's Obligations	4.1	***Add the following after the last paragraph:*** 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.
4.25 New Clause - Temporary Works	4.25	***Add a new sub-clause 4.25:*** 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.

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4.26 New Clause - Access for Employer /Engineer (New Clause)	4.26	***Add a new sub-clause 4.26:*** 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 authorized by him to have such access.
4.27 New Clause - Contractor to keep Site Clear	4.27	***Add a new sub-clause 4.27:*** On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Employer / Engineer within 45 days of the physical completion of Work. The cost on account of delay in return of land and reinstatement of original condition within the stipulated time as determined by Employer/Engineer will be recovered from the Payments due to the Contractor. 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 affected by him.
4.28 New Clause - Publicity	4.28	***Add a new sub-clause 4.28:*** 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
4.29 New Clause- Disclosure of Relationship	4.29	***Add a new sub-clause 4.29:*** 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.

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4.30 New Clause -Use of Explosives	4.30	***Add a new sub-clause 4.30 Use of Explosives:*** 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
4.31 New Clause -Work by Persons Other than Contractor	4.31	***Add a new sub-clause 4.31:*** If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Employer/Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. All expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor. Provided that the Employer/Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing
4.32 New Clause - Confidentiality of Information	4.32	***Add a new sub-clause 4.32:*** 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
6.6 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

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		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."
6.7 Health and Safety	6.7	***Add the following at the end of the Sub-Clause:*** "These provisions are complemented by those listed under the SHE Manual which the Contractor must ensure compliance with."
8.1 Commencement of Works	8.1	Commencement of work shall be 07 days from the date of issue of LOA.
8.3 Programme	8.3	***Add sub clause 8.3 with the following:*** In the event of a programme being rejected, or deemed to have been rejected, the Contractor shall, within 14 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. 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.

Conditions	Sub-Clause	Specific Provisions
8.4 Extension of Time for Completion	8.4	**Sub-Clause 8.4 is replaced with the following in its entirety:** 8.4.1 The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes: a. "Force Majeure" referred to in Clause 19 b. The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension. d. 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. e. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause f. Any order of Court restraining the performance of the Contract in full or in any part thereof g. 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. h. An Employer's Variation However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to a. non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials, b. inclement weather conditions, and c. the Contractor not fulfilling his obligations under Sub-Clause 4.1. 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. The Engineer shall proceed or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall

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		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. 8.4.2 Extension of time for completion for other reasons: The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time. Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date. 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.
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 as per Annexure-1 of Contract Data.
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 SHE Manual (if any) (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".

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13.3 Variation Procedure	13.3	***Replace the Sub-Clause 13.3 of GCC with the following:*** 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/Employer's 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.

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		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.

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		***Procedure for Change of Scope / Variations*:** 8 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: (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 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) **Restrictions On Change of Scope:** No Change of Scope shall be executed unless the Employer has issued the Change of Scope Order and except any Works necessary for meeting any Emergency. Notwithstanding anything to the contrary in this contract, no change arising from any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

Conditions	Sub-Clause	Specific Provisions
		B Detail Procedure for Variation in Quantities & Work under different Schedules: 1. **Variation of Quantities *(to be paid under Item rate basis)* in Price Schedule / Existing BOQ items under the Contract** 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 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

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		notwithstanding the magnitude of variation up to 2% of the original Contract Value for each item. vi. In case the the variation in the group of items (except the case describe in 1.(v) above), is more than 25% on positive side, the rate for the varied quantity of individual items of that particular group varying beyond 25% shall be paid as under: a. Variation above 25% up to 40%, the payment is made at the agreement rate reduced by 2%. b. Variation beyond 40% and up to 50%, the payment is made at the agreement rate reduced by 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 KPWD – SR** 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 SWR-USSOR / CPWD / BESCOM** / KPTCL / **BWSSB** with applicable guidelines and circular / amendments / correction / latest revision / latest publication at the time of execution of the work **or** c. Last accepted Rates of K-RIDE with applicable guidelines and circular/ amendments / correction / latest revision / latest publication at the time of execution of the work

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		or d. Last accepted rates (LAR) of Indian Railways (IR) e. 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. f. The rates shall be applicable **in the above sequence.** ii. No Price Adjustment shall be applicable on rates of Items derived under "a" or "b" above. 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 (a), (b), (c) and (d) 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(ii) (e) is not applicable.

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		3 **(i)** In the event of disagreement in respect of determination of rate, the Engineer shall fix such rates or prices as are, in his opinion appropriate and shall notify the Contractor accordingly, with the approval of the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities / new items / NS Items and the Engineer shall be free to get such additional quantities beyond 25% and new items / NS Items executed through any other agency appointed by Employer. However, if the Engineer or the Employer so directs, the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items / NS Items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute. 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)

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		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. **Before issuing any variation to contractor engineer shall obtain approval of Employer.**
13.5 Provisional Sums	13.5	**DELETED**
13.8 Adjustments for changes in cost	13.8	**NOT 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

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		get the reimbursements from the statutory authorities and pass on the benefit to KRIDE. (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	***Deleted***
14.3 Application for Interim Payment Certificates	14.3	*In the 1st sentence of the 1st paragraph, replace "Three copies" by "*in the number of copies specified in the Contract Data"
14.6 (c) Issue of Interim Payment Certificates	14.6 (c)	***After paragraph (b) add paragraph (c) as follows:*** In the event of an unresolved non-compliance specified in the SHE Manual, the Engineer shall reduce the value of the Interim Payment Certificates as follows: (i) If non-conformity not resolved after the first occurrence: 33.3% for the first Interim Payment Certificate (ii) If non-conformity still not resolved: 66.6% for the second Interim Payment Certificate (iii) If non-conformity still not resolved: 100% for the third Interim Payment Certificate If the 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 non-conformity has been resolved. Following the resolution of the 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>** The Contractor shall submit preferably the monthly bill for payment to the Engineer. (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. 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. (ii) Engineer shall, within 7 working days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor, an Interim Payment

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		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. The balance amount (i.e. 20%) shall be paid within 05 working days from the certification of interim payment certificate by the Engineer. (iii) 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. (iv) 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. (v) The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components • Value of the work / goods / services (without taxes / duties levies / cess etc.). • Taxes / duties levies / cess / GST etc.
14.7 Contractor's Bank Account		**In the last sentence after "Contractor" insert:** " and as stated in the Contract Data"
14.9 Payment of Retention Money	14.9	***In the fifth paragraph, delete first sentence and replace by the sentence:*** "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."
14.10 Statement at Completion	14.10	***In the 1st paragraph, replace*** *"*Three copies*" by "*the number of copies stated in the Contract Data*"*
14.11 Application for Final Payment Certificate	14.11	*In the 1st paragraph, replace "*Three copies*" by "*the number of copies stated in the Contract Data*"*
14.15 Currencies of Payment	14.15	*In the first sentence replace* "Schedule of Payment Currencies "by "Summary of Payment Currencies of the Contract "

Conditions	Sub-Clause	Specific Provisions
14.16 New Clause-Production of Vouchers	14.16	**<u>Add a new sub clause :14.16:</u>** **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 General Conditions, in competing for or in executing the Contract; (g) substantially fails to comply with the SHE Manual; (h) deleted;" Further in the second paragraph, "or (g) or (h)" are added after "or (f)".

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		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. 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."
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 <u>Part-Termination / De-scoping of Work</u>** 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.
15.7 New Clause - Non-exercise of power not to constitute waiver (New Clause)	15.7	***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

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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.
18.6 New Clause Workmen Compensation (Employer Liability) Insurance.	**18.6**	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 against ……for 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: a. In the joint names of the Employer (Principal), contractor and sub-contractor. b. for the declared wages and emoluments as per standard terms of the policy. c. cover all the workmen of the contractor and sub-contractor. d. in force till the completion of the work.

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		e. 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 f. include cover for Liability as per Fatal Accidents Act and Common Law.
20 Claims, Disputes and Arbitration	**20**	**Replace the entire Clause 20 (20.1 to 20.4 & 20.6) with the following:** **"Any dispute arising between the parties to this agreement/contract shall be subject to the exclusive jurisdiction of Courts in Bengaluru only."**
20.5 Amicable Settlement	**20.5**	**Replace the Sub Clause :20.5** In case any dispute between the Engineer and the Contractor for which claim has already been made by the contractor, the Parties shall make attempts to settle the dispute amicably. Procedure for Amicable Settlement in contracts 1. Amicable Settlement Committee at senior management level shall make an attempt to resolve the issues/disputes within 90 days of request by the Contractor. 2.The committee shall comprise of the following: - (i)GM/K-RIDE directly in-charge of the project; (ii)GM(Finance)/Concerned finance officer, and (iii)GM/K-RIDE (in the same order) directly in-charge of the project of other discipline(s) in case the issues involve other discipline(s) of the engineering 3.Whenever the Contractor submits a request for amicable settlement, MD/K-RIDE should forward the same to concerned GM/K-RIDE (in the same order) directly in-charge of the project. GM/K-RIDE will be the coordinating officer and GM/KRIDE will advise Contractor for presenting their case before the Amicable Settlement Committee.