B I D D I N G D O C U M E N T
F O R

Design, supply, erection, testing and commissioning of 25 kv, 50 Hz Single Phase Retractable Rigid Catenary System(RRCS) , Rigid Over Head Conductor System (ROCS) connecting conventional regulated existing OHE at either end of RLS-1 & RLS-2 with each RLS having single track and single chutes on single track including Annual Maintenance Contract(AMC) of 3 years for Development of Rail Infrastructure for 02 Nos. RLS(15 MTY) at Lajkura of IB Valley Area, IB Coalfields of MCL in Bilaspur division of South East Central Railway in Odisha.

VOLUME I: TECHNICAL PROPOSAL

VOLUME II: FINANCIAL PROPOSAL

IFB No: IPRCL/Mumbai/Projects/MCL/Lajkura/Elec./RRCS/2024/07

Date: 28/10/2024

PROJECT: -" **Design, supply, erection, testing and commissioning of 25 kv, 50 Hz Single Phase Retractable Rigid Catenary System(RRCS) , Rigid Over Head Conductor System (ROCS) connecting conventional regulated existing OHE at either end of RLS-1 & RLS-2 with each RLS having single track and single chutes on single track including Annual Maintenance Contract(AMC) of 3 years for Development of Rail Infrastructure for 02 Nos. RLS(15 MTY) at Lajkura of IB Valley Area, IB Coalfields of MCL in Bilaspur division of South East Central Railway in Odisha**"

Employer: INDIAN PORT RAIL & ROPEWAY CORPORATION LTD

4TH FLOOR, NIRMAN BHAVAN, MUMBAI PORT TRUST BUILDING
M P ROAD, MAZGAON(EAST), MUMBAI – 400010
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VOLUME I

TECHNICAL PROPOSAL

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NOTICE

FOR

INVITATION FOR BIDS

(IFB)

Indian Port Rail & Ropeway Corporation Ltd.

NATIONAL COMPETITIVE BIDDING

INVITATION FOR BIDS

Bid Notice No **IPRCL/Mumbai/Projects/MCL/Lajkura/Elec./RRCS/2024/07 Date: 28/10/2024**

1. Indian Port Rail & Ropeway Corporation Ltd., (IPRCL) having its Corporate office at 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M. P. Road, Mazgaon (E), Mumbai- 400010, an SPV set up under Ministry of Ports , Shipping & Waterways, as a Joint Venture Company between the Major ports under the Ministry of Ports , Shipping & Waterways and Rail Vikas Nigam Ltd. under Companies Act 2013, invites bids under single stage two packet system for the work of "**Design, supply, erection, testing and commissioning of 25 kv, 50 Hz Single Phase Retractable Rigid Catenary System(RRCS) , Rigid Over Head Conductor System (ROCS) connecting conventional regulated existing OHE at either end of RLS-1 & RLS-2 with each RLS having single track and single chutes on single track including Annual Maintenance Contract(AMC) of 3 years for Development of Rail Infrastructure for 02 Nos. RLS(15 MTY) at Lajkura of IB Valley Area, IB Coalfields of MCL in Bilaspur division of South East Central Railway in Odisha".**

Sl. No.	Name of the project	Approx. Estimated Cost of Project	Bid Security	Cost of Tender fee	Period of Completion
1	Design, supply, erection, testing and commissioning of 25 kv, 50 Hz Single Phase Retractable Rigid Catenary System(RRCS) , Rigid Over Head Conductor System (ROCS) connecting conventional regulated existing OHE at either end of RLS-1 & RLS-2 with each RLS having single track and single chutes on single track including Annual Maintenance Contract(AMC) of 3 years for Development of Rail Infrastructure for 02 Nos. RLS(15 MTY) at Lajkura of IB Valley Area, IB Coalfields of MCL in Bilaspur division of South East Central Railway in Odisha.	Rs. 9,40,00,000.00 /-(Rupees Nine Crores Forty Lakhs Only)	Rs. Rs. 18,80,000/ -(Rupees Eighteen Lakhs Eighty Thousand Only)	Rs. 10,000/- +18% GST =Rs 11,800/-	Construction Work (Main Contract)- 6 Months, AMC Work (AMC Contract): 3 Years.

2. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders and Section 3 "Evaluation and Qualification Criteria" of bid document.

3. Bids must be accompanied by a Bid Security of required amount in any one of the forms as specified in the bidding documents and shall have to be valid up to 01.05.2025. Bidder has to select the payment option as "Online mode or Bank Guarantee" to pay the EMD as applicable and enter details of the instrument. In case of Bank Guarantee, scanned copy of BG should be uploaded along with bid. The original Bank Guarantee should be delivered in person/should be received by post to the official nominated as indicated in the Bid Data Sheet within 5 working days of deadline of submission of bids. Delay in receipt of original BG by the post will not be responsibility of IPRCL. Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG physically submitted, should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

Special Provisions for Micro and Small Enterprises (MSEs): DELETED

4. Bidding Documents can be downloaded from E-tendering portal of www.etenders.gov.in w.e.f. 11:00 Hrs. of 29/10/2024. The bidder who submits the bids on downloaded tender document will also have to pay the tender fee as mentioned in above table. Please note that drawings, if any, referred in the bid document, but not uploaded with the bidding document, can be viewed in this office on any working day. The Tenderer can also purchase physical bid document on payment of non-refundable cost mentioned above by a crossed Demand Draft on any Scheduled bank payable at Mumbai drawn in favour of Indian Port Rail and Ropeway Corporation Limited,

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

5. **Purchase Preference to Make in India:** The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020, and as per amendment issued time-to-time up to 28 days prior to deadline for submission of bids shall be applicable. Purchase preference shall be applicable to the bidding process and award of the contract shall be done as per clause ITB 34.

6. **Pre-bid Meeting**: Not Applicable.

7. **REGISTRATION**

   To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the ETENDERS (www.etenders.gov.in) and have User ID and Password

   It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of IPRCL. (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in in the name of the person who will submit the Online tender and is authorized to do so.

   www.etenders.gov.in is the only website for submission of tender 'Vendor Manual' containing the detailed guidelines for E-Tendering is available on www.etenders.gov.in

8. **Date of Receipt and opening of Bids:** The completed Bids must be submitted through e tendering www.etenders.gov.in before 11:00 hrs. on 20/11/2024 and the same shall be opened at 11:30 hrs on 21/11/2024.

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

Joint General Manager(Elec.)
Indian Port Rail & Ropeway Corporation Limited
4th Floor , Nirman Bhavan, MbPT building
M. P. Road, Mazgoan East, Mumbai – 400010
Contact no. 022- 6656-6335 Fax:022-6656-6336
E-mail id: tenders@iprcl.in / tenders.iprcl@gmail.com / lavkesh.bhardwaj@iprcl.in

Section 1

Instructions to Bidders (ITB)

Section 1: Instructions to Bidders (ITB) Part-1

A. General		
1.0 Scope of Bid	1.1	In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), Indian Port Rail& Ropeway Corporation Limited (IPRCL), a Government of India Undertaking, hereinafter referred to as the 'Employer', issues these Bidding Documents for the Procurement of Works as specified in Section 5: Works Requirements. The name, identification, number of contract(s)for the National Competitive Bidding (ICB) are provided in the BDS.
	1.2	Throughout these Bidding Documents: (a) the term "in writing" means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) "day" means calendar day.
2.0 Source of Funds	2.1	The required funds have been sourced by Mahanadi Coalfields Limited(MCL), hereinafter referred to as the 'Client'.
3.0 Corrupt Practices	3.1	The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer: (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to influence the action of any party in a procurement process or the execution of a contract; (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; (b) will reject a Bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to

		participate in Employer's activities, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the employer.
4.0 Eligible Bidders	4.1	A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). The bidder must ensure the following: (a) In case of Single Entity: (i) Submit Power of Attorney authorizing the signatory of the bid to commit the bidder. (b) In case of Joint Venture: (i) The number of partners in the JV shall not be more than that indicated in the Bid Data Sheet (BDS), however criteria mentioned in Section 3 of EQC will be final; (ii) Submit MOU, as per form given in Section 4. (iii) The JV shall nominate a Representative through Power of Attorney (Form given in Section 4) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. (iv) Submit Power of Attorney by individual partners to lead partners as per form given in Section 4. (v) In case a Joint Venture is the successful bidder, the Joint Venture Agreement should be entered by the Joint Venture partners. The duly signed Joint Venture Agreement should be submitted along with the Performance Security to the employer after notification of the award of contract within 28 days. (c) Foreign Entity(s) shall only be eligible to participate either as a single entity or as a partner in JV, if they have already opened office in India and have to submit proof of the same along with the bid, failing which the bid shall be rejected. (d) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as stated in DoE Order no 6/18/2019-PP dtd 23 July 2020 (Public Procurement No.1). However, it will not apply to bidders from those countries (even if sharing land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects as stated in DoE Order no 6/18/2019-PP dtd 23 July 2020 (Public Procurement No.2) or any amendments thereof. 1) "Bidder from a country which shares a land border with India" means:

		i. An entity incorporated, established or registered in such a country; or ii. A subsidiary of an entity incorporated, established or registered in such a country; or iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or iv. An entity whose beneficial owner is situated in such a country; or v. An Indian (or other) agent of such an entity; or vi. A natural person who is a citizen of such a country; or vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above 2) The *beneficial owner* for the purpose of 1) above will be as under: i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation— (a) Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company. (b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership. iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of for entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals. iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

		v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. (e) Eligible bidder can be either 'Class-I Local' or 'both Class-I Local and Class-II Local' or 'combination of Class-I Local, Class-II Local and Non-local', as defined below. i. Class-I Local- means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content of 50%. ii. Class-II Local- means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content of 20%. iii. Non-local- means a supplier or service provider, who does not meet the requirements as per i and ii above. **The Bidders are required to submit a declaration using 'Form-MII' of Section 4 Bidding Forms.** **In keeping with the Public Procurement (Preference to Make in India) Order 2017, as amended from time-to-time up to 28 days prior to deadline for submission of bids, in case any bidder, who does not meet the eligibility criteria as prescribed vide clause 4.1 above, shall participate at its own risk & cost and Employer shall not be liable for any loss or damage caused to the bidder.**
	4.2	Deleted
	4.3	A Bidder shall not have conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if, including but not limited to: (a) they have controlling shareholders in common; or (b) they receive or have received any direct or indirect subsidy from any of them; or (c) they have the same legal representative for purposes of this bid; or (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or (e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved.

		However, this does not limit the inclusion of the same subcontractor in more than one bid; or (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or (g) Bidder was affiliated for any period(s) during last two years before the date of issue of Invitation for Bids with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
	4.4	The bidder shall be disqualified if: (a) The bidder or any of its constituents has been blacklisted/ banned business dealings by IPRCL/RVNL/MoR/Any entity under MoPSW at any time till finalization of bids, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced". (b) Any previous contract of the bidder or any of its constituents had been terminated for contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security by IPRCL/Any entity under MoPSW at any time starting from 3 years before the deadline for submission of bids and up to the day before opening of price bids; Provided, however, there is no stay order or declaration by any Court against such termination of the Contract or such termination of the Contract has not been revoked by Indian Port Rail and Ropeway Corporation Limited or Competent Authority of IPRCL has not passed an order of non-applicability of disqualification of the bidder or any of its constituents despite such termination. (c) DELETED (d) The bidder or any of its constituents: i. has suffered bankruptcy/insolvency or ii. has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process. On the deadline of submission of bids or thereafter till finalization of bids. (e) The bidder is found ineligible by the Employer, in accordance with ITB-3. (f) The bidder or its constituent(s) has been declared by IPRCL or any entity under MoPSW to be a poor ~~performer~~ performance and the period of poor performance is still in force on the deadline for submission of bids.

		(g) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer. (h) The bidder or any of its constituents is from a country which shares a land border with India and is not registered with the Competent Authority as stated in DoE Order no 6/18/2019-PP dtd 23 July 2020 (i) Bidder is an Entity of such countries, which have been identified by MoPSW/Railway Ministry as not allowing Indian Companies to participate in their Government procurements for any item related to Railway Ministry, shall not be allowed to participate, except for the list of items published by the MoPSW/Railway Ministry permitting their participation. (j) Bidder fails to disclose any previous transgressions made in respect of Code of Integrity [Rule 175 (1) of General Financial Rules 2017] with any entity in any country during the last three years or of being debarred by any other procuring entity. **The Bidder shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Proforma given in Section 4. Non-submission of an affidavit by the bidder shall result in summary rejection of his bid.**
	4.5	Bidders shall immediately inform the Employer in case they cease to fulfill eligibility in terms of ITB 4.3 & 4.4. In case the bidder fails to inform the Employer or submits a false affidavit his bid shall be summarily rejected and bid security shall be forfeited. The bidder shall also be liable for Banning of Business dealings for a period up to five years.
5.0 Eligible Materials, Equipment and Services	5.1	The materials, equipment and services to be supplied under the Contract shall be from the approved sources as specified in Section 5: Works Requirements.
B. Contents of Bidding Document		
6.0 Sections of Bidding Document	6.1	The Bidding Document consists of Volume-I (Parts I, II and III) and Volume-II, which includes all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. **Volume-I** **PART I: Bidding Procedures** Section 1: Instructions to Bidders (ITB) Section 2: Bid Data Sheet (BDS)

		Section 3: Evaluation and Qualification Criteria (EQC) Section 4: Bidding Forms (BDF) **PART II: Work's Requirements** Section 5: Work's Requirements (WRQ) **PART III: Conditions of Contract and Contract Forms** Section 6: General Conditions of Contract (GCC) Section 7: Special Conditions of Contract (SCC) Part A: Contract Data (CD) Part B: Specific Provisions (SP) Section 8: Contract Forms (COF) – Annexes to SCC **Volume-II** Bill of Quantities (BOQ)
	6.2	The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.
	6.3	The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
	6.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7.0 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1	A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The employer shall upload copies of its response on e-procurement website, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
	7.2	The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or

		personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4	The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.5	The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
	7.6	Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
	7.7	Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8.0 Amendment of Bidding Document	8.1	At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
	8.2	Any addendum issued shall be part of the Bidding Document and shall be communicated by uploading on the e procurement website.
	8.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2
C. Preparation of Bids		
9.0 Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
10.0 Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, such translation shall govern
11.0 Documents Comprising the Bid	11.1	The bidder shall submit both technical and financial bids through e tendering portal only.

	11.2	Initially, only the Technical Bids are opened through e tendering portal. The Technical Bids are evaluated by the Employer. No amendments or changes to the Technical Bids are permitted. Bids with Technical Bids which do not conform to the specified requirements will be rejected as deficient Bids.
	11.3	Price Bids of technically compliant Bids are opened at a date and time advised by the Employer. The Price Bids are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.
	11.4	The Technical Bid shall contain the following : (a) Letter of Technical Bid in accordance with ITB 16; (b) Bid Security, in accordance with ITB Clause 19; (c) alternative Technical Bid, if permissible, in accordance with ITB Clause 13; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2; (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract; and (f) any other document required in the BDS. (g) physically signed Bid document or uploaded bid document (uploaded document is deemed to have been signed on each page by the bidder).
	11.5	The Price Bid shall contain the following: (a) Scanned copy of Letter of Price Bid; (b) Financial Rate Page under Financial offer completed online as per ITB 14 (c) Financial Rate Page under Financial offer completed online as per ITB 13 and (d) signed PDF of offer/rate sheet along with excel copy. (e) any other document required in the BDS.
12.0 Bid Letters and Price Schedules	12.1	The Bidder shall submit the Technical Bid and the Price Bid using the appropriate letter formats furnished in Section 4: Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	12.2	The Bidder shall submit, as part of the Price Bid, the Schedules, including the Bill of Quantities.
13.0 Alternative Bids	13.1	Unless otherwise indicated in the BDS, alternative bids shall not be considered.

	13.2	When alternative periods for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different periods for completion.
14.0 Bid Prices and Discounts	14.1	The prices quoted by the Bidder online in the Financial Rate Page under Financial offer of Bill of Quantities shall conform to the requirements specified below.
	14.2	In the BOQ, quantity and unit rates and thereby the amount against each item have been indicated. From this, price of each schedule/bill has been worked out and indicated in the Financial Rate Page under Financial offer in BOQ. The Bidder shall quote rates as single percentage above/below/at par in figures as per format for each schedule/bill in the summary sheet. The rates quoted by the bidder in Financial Rate Page under Financial offer will only be considered for evaluation of bids. Rates offered through any other medium or at any other location will not be considered.
	14.3	Deleted
	14.4	The Bidder can modify its bid and resubmit it any number of times through e Tendering portal before the deadline for submission of bids. Any other correspondence in connection with the bid is not permissible and shall not be considered in bid evaluation
	14.5	Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightings for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data.
	14.6	If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.
	14.7	All duties, taxes, and other levies (except GST-to be selected by tender inviting authority, linking the same to the rates in the BOQ where such rates are exclusive of GST) payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
	14.8	Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the

		Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14.15 of the General Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.
	14.9	Bidder should note that non-attachment of the Letter of Price Bid (LPB) by the bidder shall result in summary rejection of his bid.
15.0 Currencies of Bid and Payment	15.1	The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
16.0 Documents Comprising the Technical Bid	16.1	The Bidder shall furnish a commitment in Letter of Technical Bid(LTB) for deployment of equipment and personnel as stipulated in Section 5: Work's Requirement.
	16.2	The bidder shall furnish commitment in LTB for submitting construction method statement for all major activities of work and get this approved from the engineer prior to the commencement of work on that activity in case of award of contract.
	16.3	The Bidder shall furnish a commitment in Letter of Technical Bid (LTB)for adhering to mobilization and construction schedule as stipulated in Section 5: Work's Requirement.
	16.4	Bidder should note that non-submission of the Letter of Technical Bid (LTB) by the bidder shall result in summary rejection of his bid.
17.0 Documents Establishing the Qualifications of the Bidder	17.1	To establish its qualifications to perform the Contract in accordance with Section 3: Evaluation and Qualification Criteria, the Bidder shall submit as part of its technical Bid the information requested in the corresponding information sheets included in Section 4: Bidding Forms.
	17.2	Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 34.
18.0 Period of Validity of Bids	18.1	Bids shall remain valid for a period of 120 days after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.
	18.2	In exceptional circumstances, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended upto the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

19.0 Bid Security	19.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, Bid Security in original form and for the said amount of Indian Rupees as specified in the BDS.
	19.2	DELETED
	19.3	If a Bid Security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms: (a) A Cashiers or Banker's certified cheque or Bank draft drawn on a Scheduled/Nationalized Bank in India in favour of "Indian Port Rail & Ropeway Corporation Limited" payable at Mumbai; or through NEFT/IMPS/RTGS for which bank details are given in BDS. (b) An unconditional bank guarantee using the Form given in Section 4: Bidding Forms. The bank guarantee shall be from: i. Any Public Sector bank or ii. A Private Sector Banks having net worth of not less than Rs. 10,000/- crore. The bid security shall be valid up to the date as mentioned in BDS, or up to the date mentioned in the letter of request for extension, if any under ITB 18.2. In case the bidder has opted for Bid security in the form of an unconditional Bank guarantee, the bidder should upload the scanned copy of Bank Guarantee with the bid. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the bid data sheet within 5 working days of deadline of submission of bids. Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
	19.4	Any bid not accompanied by an enforceable and compliant bid security, as required in accordance with ITB 19.1, shall be summarily rejected by the Employer as non-responsive.
	19.5	The Bid Security of unsuccessful/unqualified bidders shall be returned promptly after issue of LOA to the successful Bidder.
	19.6	The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
	19.7	The bid security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder or within the extended validity period

		if the bidder has extended the validity of his bid, except as provided in ITB 18.2 or (b) if a Bidder misrepresents or omits the facts in order to influence the procurement process; (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 40; furnish a performance security in accordance with ITB 41; accept the correction of its Bid Price pursuant to ITB 32.2; or furnish a domestic preference security if so required. (d) if the undertaking of the affidavit submitted by the bidder or its constituents in pursuance to ITB clause 4.4 or any of the declarations of Letter of Technical Bid or Letter of Price Bid submitted by the bidder has been found to be false at any stage during the process of bid evaluation.
	19.8	The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of the leading JV partner, no benefits of MSME will be extended in this case, i.e. in case of JV, Bid Security submission is compulsory, even if any constituents is MSME, however if the JV itself is MSME, they need not submit Bid Security.
20.0 Format and Signing of Bid	20.1	The Bidder shall submit Technical Bid and the Price Bid as described in ITB Clause 11 through e tendering portal of www.etenders.gov.in
	20.2	The Bid shall be signed/digitally signed by a person duly authorized to sign on behalf of the bidder.
	20.3	Deleted.
21.0 Online submission and opening of bids	21.1	The Bidder shall submit the Technical and price bid through e tendering portal of www.etenders.gov.in
	21.2	DELETED
	21.3	DELETED
	21.4	DELETED
	21.5	No details about price proposal shall be disclosed directly or indirectly in the technical proposal failing which the bid shall be rejected.
22.0 Deadline for Submission of Bids	22.1	Bids must be received by the Employer through e tendering portal www.etenders.gov.in only not later than the date and time indicated in the BDS.
	22.2	The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in

		accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23.0 Late Bids	23.1	The e-Tendering portal cannot accept any bid once the deadline for the tender submission has lapsed.
24.0 Withdrawal, Substitution, and Modification of Bids	24.1	A Bidder may withdraw, or modify its bid after it has been submitted through e-Tendering portal before the deadline for submission of bids. a. DELETED b. DELETED
	24.2	DELETED
	24.3	No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
25.0 Bid Opening	25.1	The Employer shall conduct the opening of Technical Bid through e-tendering portal of etenders.gov.in.
	25.2	At the end of the evaluation of Technical Bids, The Employer will intimate bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award. The date and time of opening of Price bids can be seen through e-tenders.
	25.3	The Employer shall conduct the opening of Price Bids through e tendering portal of www.etenders.gov.in of all Bidders who submitted substantially responsive Technical Bids and who have been determined qualified as a result of technical evaluation.
E. Evaluation and Comparison of Bids		
26.0 Confidentiality	26.1	Information relating to the examination, evaluation & comparison, pre-qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
	26.2	Any attempt by a Bidder to influence the Employer in the examination, evaluation & comparison and pre-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
	26.3	Notwithstanding ITB Sub-Clause 26.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
27.0 Clarification of Bids	27.1	To assist in the examination, evaluation & comparison and pre-qualification of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification

		and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB Clause 32.
	27.2	If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
28.0 Deviations, Reservations, and Omissions	28.1	During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c)"Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
29.0 Determination of Responsiveness	29.1	The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
	29.2	A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
	29.3	The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Bid, in particular, to confirm that all requirements of Section 5 (Works Requirements) have been met without any material deviation or reservation.
	29.4	If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
30.0 Nonconformities, Errors, and Omissions	30.1	Provided that a bid is substantially responsive, the Employer may at its discretion waive any ~~non~~ non-conformities in the bid that do not constitute a material deviation, reservation or omission.
	30.2	Provided that a bid is substantially responsive, the Employer may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation

		requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
31.0 Pre-Qualification of the Bidder	31.1	The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders are qualified to perform the Contract satisfactorily.
	31.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17, to clarifications in accordance with ITB Clause 27 and the qualification criteria indicated in Section 3: Evaluation and Qualification Criteria. Factors not included in Section 3: Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.
	31.3	An affirmative determination of technical bid shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall reject the Price Proposal.
	31.4	DELETED
	31.5	DELETED
32.0 Correction of Arithmetical Errors	32.1	Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors and omissions in the price bid on the following basis: (a) If there is a discrepancy between the price mentioned in the summary sheet of the BOQ and the price that is obtained by calculation i.e. by taking into account the percentage rate quoted above/below/at par for any bill/ schedule in the summary sheet of BOQ, then the quoted percentage rate shall prevail and the price shall be corrected accordingly. In case if bidder/s happens to put "+" ot "-" before percentage quoted , "+" Will be indicative for quoted percentage being above, similarly "-" Will be indicative for quoted percentage being below. (b) if the percentage rate has been quoted both in words and in figures and there is a discrepancy in such rates, then the rate in words shall prevail and shall be considered for evaluation of the price of the schedule/bill; (c) If the percentage rate has been quoted either in words or in figures only, then the same shall be considered for evaluation of the price of the schedule/bill; (d) If no percentage rate has been indicated for any particular schedule/bill in words, as well as in figures, irrespective of the fact whether the bidder has written or not written above/below/at par, in such cases, the rate shall be considered as at par and the price shall be calculated accordingly; (e) If the bidder has indicated a percentage rate other than zero percent without mentioning whether it is above/below or has

		mentioned it as at par, in such cases the percentage rate shall be considered as at par and the price shall be calculated accordingly; (f) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
	32.2	If the Bidder that has submitted the lowest evaluated bid does not accept the correction of errors and omissions as per above provisions, its bid shall be disqualified and its bid security shall be forfeited.
33.0 Conversion to Single Currency	33.1	For evaluation and comparison purposes the currencies of the bid shall be converted into Indian Rupees as stated in BDS.
34.0 Purchase Preference	34.1	The Purchase Preference shall be available to Class-1 Local bidder. Margin of Purchase Preference (MPP) shall be as specified in Bid Data Sheet.
	34.2	If a bidder or any of its constituents has been debarred by any procuring entity for violation of the 'Public Procurement (Preference to Make in India) Order 2017 and subsequent amendments', shall not be eligible for preference for procurement for the duration of debarment. The debarment for such procuring entities shall take effect prospectively from the date on which it comes to the notice of the Employer.
35.0 Evaluation of Bids	35.1	The Employer shall evaluate Price Bids of each Bid for which the Technical Bids have been determined to be substantially responsive. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	35.2	To evaluate the price Bid of a bid, the Employer shall consider the following: (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day Work items, where priced competitively; (b) price adjustment for correction of arithmetic errors and omissions in the price bid in accordance with ITB 32.1; (c) price adjustment due to discounts offered in accordance with ITB14.4; (d) Application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).
	35.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	35.4	If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid , is specified in Section 3 (Evaluation and Qualification Criteria).

	35.5	If the bid, which results in the lowest Evaluated Bid Price is substantially on lower side and/or seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security as under:- (a) If overall price quoted by the L1 bidder is below the engineer's estimated price by more than 10% and the difference between overall price quoted by the L1 and L2 is more than 5% of the estimated price, then the bid price of L1 bidder shall be treated as substantially on lower side and such bidder shall be bound to furnish additional performance security equal to the (0.9x engineer's estimated price – L1 price) or (0.95 x L2 price – L1 price) whichever is lower, on this account. Example below demonstrates the method of calculation to arrive at additional performance security: Suppose overall price quoted by the L1 bidder is 17% below the estimated price and the overall price quoted by L2 bidder is 8% below the estimated price. In this case the overall price quoted by the L1 bidder is lower by more than 10% of the estimated price and also the difference between overall price quoted by the L2 and L1 bidder is more than 5% of the estimated price, hence the L1 bidder shall be required to furnish additional performance security for an amount equal to {0.9 x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.07 x engineer's estimated price} = 7% of engineer's estimated price or {0.95 x (1-8/100) x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.044 x engineer's estimated price} = 4.4% of engineer's estimated price; whichever is lower. As per the above L1 bidder shall be required to submit additional performance security of 4.4% of engineer's estimated price. (b) If for any bill/ schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 15% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price. Example below demonstrates the method of calculation to arrive at unbalanced price and additional performance security: Suppose for the L1 bidder overall % age difference between quoted contract price and the engineers estimated price; (Overall contract price – Overall estimated price) x 100 ÷ overall estimated price = + 4 % Maximum % age below permitted over estimated price of any bill / schedule in this case = +4 – 15 = -11% Suppose for the L1 bidder has quoted 20% below estimated price of schedule "A" then the pricing of the schedule A

		shall be treated as unbalanced and the bidder shall be required to furnish additional performance security for an amount equal to (20 – 11) % of the estimated price of schedule A.
36.0 Comparison of Bids	36.1	The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB 34 and 35.
37.0 Employer's Right to Accept Any Bid, and to Reject Any or All Bids	37.1	The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without assigning any reason, thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. The entire bidding process is confidential till the issue of Letter of Acceptance.
F. Award of Contract		
38.0 Award Criteria	38.1	The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITB 38.2 and 38.3 below. In case of more than one bids are evaluated to be lowest, Contract shall be awarded to the bidder having higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last three financial years.
	38.2	The works contracts are not divisible in nature. Hence, following procedure shall be followed for award of the contract: i. Among all qualified bidders, the lowest bidder will be termed L1. If L1 is 'Class-I local bidder', the contract will be awarded to L1. ii. If L1 is not 'Class-I local bidder', the lowest bidder among the 'Class-I local bidder', will be invited to match the L1 price subject to Class-I local bidder's price falling within Margin of Purchase Preference (MPP) and the contact shall be awarded to 'Class-I local bidder' subject to matching the price of L1. iii. In case such lowest eligible 'Class-I local bidder' fails to match the price of L1, the 'Class-I local bidder' with next higher bid within MPP shall be invited to match the price of L1 and so on, and contract shall be awarded accordingly. iv. In case none of the 'Class-I local bidder' within MPP matches the L1 price, the contract will be awarded to L1 bidder
	38.3	The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 3: Evaluation and Qualification Criteria are still being met by the Bidder whose offer has been determined to be the lowest evaluated

		Bid. A Bid shall be rejected if the qualification criteria as specified in Section 3: Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Employer shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily." The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITB 38.2 above.
39.0 Notification of Award	39.1	Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted by the Competent Authority at IPRCL's …… Office at ……. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.
	39.2	Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
40.0 Signing of Contract	40.1	Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
	40.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
41.0 Performance Security	41.1	Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section 8: Contract Forms, or another form acceptable to the Employer. In case the contractor fails to submit Performance Security within 28 days of issue of LOA, it may seek extension of time along with payment of damages either through bank transfer or Demand Draft in favour of IPRCL. The rate of payment of damages for such extended period shall be a sum calculated @ 0.035% of the Performance Security for each day of the extension sought. Further, if the last day of the extension sought happens to be a declared holiday in the concerned office, submission of Performance Guarantee shall be accepted on the next working day. Extension of time may be granted by the authority who is competent to sign the

		contract agreement. However, such authority may refuse to grant extension without assigning any reason. The contractor may commence the work within 42 days of issue of LOA subject to the condition that, no payment will be made to the contractor till completion of the following: - 1. Submission of Enforceable Performance Guarantee 2. Signing of Contract agreement. In case contract is terminated on account of non-submission of Performance Security within the specified time or extended time, the Employer shall be entitled to forfeit Bid Security, damages paid if any, and other dues payable against that contract.
	41.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
	41.3	The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.
42.0 Jurisdiction of Courts	42.1	The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Bid Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.
43.0 Preference to Make in India	43.1	The Provisions of revised "Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020, as amended from time to time up to 28 days prior to deadline for submission of bids, shall be applicable to the bidding process and award of the contract shall be done accordingly.
	43.2	Local Content: The amount of value added in India, which unless otherwise prescribed by Railway Ministry/MoPSW, be the total value of the item procured (excluding net domestic indirect taxes) minus value of imported content in the item (including all custom duties) as proportion of total value, in percent. Services such as transportation, insurance, installation, commissioning, training, and after sales services like AMC / CMC etc. are not local value addition for an imported product.

Section 1: Instructions to Bidders (ITB) Part-2

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app **.**

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found

to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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Section 2

Bid Data Sheet (BDS)

Section 2: Bid Data Sheet (BDS)]

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I – Instructions to Bidders.

A. Introduction

ITB 1.1	The number of the Invitation for Bids is: IPRCL/Mumbai/Projects/MCL/Lajkura/Elec./RRCS/2024/07 Date: 28/10/2024
ITB 1.1	The Employer is: INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED, MUMBAI
ITB 1.1	The name of the IFB is **Design, supply, erection, testing and commissioning of 25 kv, 50 Hz Single Phase Retractable Rigid Catenary System(RRCS) , Rigid Over Head Conductor System (ROCS) connecting conventional regulated existing OHE at either end of RLS-1 & RLS-2 with each RLS having single track and single chutes on single track including Annual Maintenance Contract(AMC) of 3 years for Development of Rail Infrastructure for 02 Nos. RLS(15 MTY) at Lajkura of IB Valley Area, IB Coalfields of MCL in Bilaspur division of South East Central Railway in Odisha.**
ITB 4.1(b)	3 No. of partners.
ITB 4.1 c	Shall be applicable being a Domestic Bidding.
ITB 4.1 d	Shall be applicable being a Domestic Bidding.
ITB 4.1 e	Eligible Bidder for this work is Class-I Local.

B. Bidding Documents

ITB 7.1	For clarification purposes only, the Employer's address is **Joint General Manager(Elec.)** **INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED** **(JV Company under Min. of Ports, Shipping & Waterways)** 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M.P.Road, Mazgaon (E) Mumbai-400010 Ph. No:022-66566335; Fax: 022-66566336. Email id: lavkesh.bhardwaj@iprcl.in
ITB 7.4	A Pre-Bid meeting : Not Applicable.

C. Preparation of Bids

ITB 10.1	The language of the bid is: **English**
ITB 11.2	Alternative technical solutions are not permitted.
ITB 11.4 (f)	Checklist as per Form No-2 given in Section-4: Bidding Forms
ITB 13.1	Alternative bids **will not be** permitted.
ITB 13.2	Alternative times for completion **will not be** permitted.

ITB 14.5	Not Applicable.
ITB 15.1	The percentage (%) below /at par /above or the unit rates and the prices shall be quoted on estimated cost by the bidder entirely in **Indian Rupees (INR)**
ITB 18.1	The bid validity period shall be **120 (One hundred and twenty only)** days.
ITB 19.1	The Bidder should submit along with the bid, a bid security for ₹ 18,80,000/-.
ITB 19.2	Account Details of IPRCL Beneficiary Name: - Indian Port Rail & Ropeway Corporation Limited Beneficiary Bank Name: - State Bank of India Account Number: - 35289426927 IFSC Code: - SBIN0000300 Branch Address: - Mumbai Samachar Marg, Horniman Circle Fort, Mumbai Maharashtra
ITB 19.3	The bid security shall be valid up to 01.05.2025.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) In case of Companies, a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company (b) In case of firms Power of Attorney by the Proprietors. (c) In case of JV POA by the JV partners.

D. Submission and Opening of Bids

ITB 22.1	For bid submission purposes e-Tendering website address is: www.etenders.gov.in The deadline for bid submission is: Date: 20/11/2024. Time: 11:00 hrs.
ITB 22.2	Only Electronic bis submission is permitted.
ITB 25.1	The online-bid opening shall take place at e-Tendering portal www.etenders.gov.in **Bid Opening** Date : 21.11.2024 Time: 11:30 hrs.
ITB 34.1	The Margin of Purchase Preference is 20 %.

ITB 35.5	An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. The Employer may in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, the Employer determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Employer may reject the bid/ proposal. No additional performance security deposit in any case of abnormally low bids shall be taken. However, whenever there are compelling circumstances to ask for additional performance security in case of abnormally low bid, the same shall be taken only with the approval of next higher authority to the authority competent to finalize the particular tender and the bidder shall be bound to furnish such additional performance security.
ITB 38.1	"The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITB 38.2 and ITB 43 below. In case of more than one bids are evaluated to be lowest, Contract shall be awarded to the bidder having higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last three financial years."
ITB 42	Bhubaneswar.
ITB 44	Purchase Preference for MSEs is not applicable.

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Section 3

Evaluation & Qualification Criteria (EQC)

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1.0 Evaluation

In addition to the criteria listed in ITB 35.2 (a)-(e), the following criteria shall apply:

1.1. Adequacy of Technical Bid

Evaluation of the Bidder's commitment to mobilize key equipment and personnel for the contract consistent with the requirements stipulated in Section 5: Works Requirements regarding work methods, scheduling, and material sourcing.

1.2. Multiple Contracts

Multiple Contracts are not envisaged.

1.3. Completion Time

Alternative Completion Time is not permitted.

1.4. Technical Alternatives

Technical alternatives are not permitted

1.5. Margin of Preference

1.5.1. Purchase Preference to Central Public Sector Enterprises (CPSEs)

Purchase Preference to CPSEs shall not apply.

1.5.2. Preference to Make in India

Preference as defined in ITB clause 43 shall be applicable.

2.0 Qualification

2.1 Eligibility

Criteria	Compliance Requirements				Documents Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	Lead Partner	
2.1.1 Conflict of Interest					
No Conflict of interest in accordance with ITB Sub-Clause 4.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement	Letter of Technical Bid (Form PS 1)
2.1.2 Share of partners					
The share of partners shall not be less than the specified percentage.	N. A.	100%	10%	51%	MoU or JV Agreement Form JV 4 or JV 5
2.1.3 Disqualification of Bidder					
Not Disqualified under Clause 4.4 of ITB.	Must Meet Requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement	Letter of Technical Bid (Form PS 1) & Affidavit (Form PS 3)

2.2 Financial Status

Criteria	Compliance Requirements				Documents Submission Requirements
Requirement	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	Lead Partner	
2.2.1 Historical Financial Performance					
Submission of audited balance sheets for the last five financial years (refer note below the table) to demonstrate the current soundness of the Bidders financial position. As a minimum criteria, Profit Before Tax (PBT) should be positive for three financial years out of last five financial years.	Must meet requirement	Not applicable	Must meet requirement	Must meet requirement	Form FIN – 1 with attachments
2.2.2 Average Annual Construction Turnover:					
The tenderer must have minimum average annual contractual turnover of **Rs. 9.40 Cr.** The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered	Must meet requirement	Must meet requirement	Must meet At least 10% of the requirement	Must meet At least 51% of the requirement	Form FIN – 2

for calculating average annual contractual turnover. The tenderers shall submit requisite information along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.					

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

2.3 Experience

Criteria	Compliance Requirements				Documents Submission Requirements
Requirement	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	Lead Partner	
2.3.1 Specific Construction Experience					
2.3.1 (a) Contracts of Similar Size and Nature. (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:	must meet requirement	must meet requirement	not applicable	must meet requirement	Form EXP - 2(a)

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender i.e. Rs.2,82,00,000.00/- (30%*Rs. 9,40,00,000.00/-), or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender i.e. Rs.3,76,00,000.00/- (40%*Rs. 9,40,00,000.00/-), or One similar work each costing not less than the amount equal to 60% of advertised value of the tender i.e. Rs.5,64,00,000.00/- (60%*Rs. 9,40,00,000.00/-), The Similar work means Design, supply, erection, testing and commissioning of 25 kV Retractable Rigid catenary System (RRCS)/Rigid Overhead Conductor System (ROCS)/ 1500 v DC or 25 KV AC OHE or 2x25 KV AC OHE work anywhere in India / abroad for Railway/Metro/Coal Sidings/other Sidings which is in successful operation.					

NOTE:-

1. The phrase "substantial completion" used in clause 2.3.1 (a) shall mean where the employer has certified:
   Ongoing works where required value of the work as well as required quantity of key activity has been physically more than 85% completed and the same should be supported by Employer's certificate.

2. Bidder has to provide an undertaking at the time of submission of offer from the manufacturers/suppliers along with enough documentary evidences in support of proven design successful supply and satisfactory performance from Railway, adequate manufacturing capacity, established quality norms as per RDSO specification No.

TI/IN/0041 issued in Sept. 2020 or latest. Work completion certificate of RRCS/ ROCS should be in favour of firm which has been identified by the bidder as source of manufactures / supply of RRCS/ROCS and undertaking by that firm that they will do this work along with the bidder through a suitable commercial arrangement between them must be submitted with their offer.

3. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case the work certificate has been issued by a foreign entity above requirement will not be applicable. However, the certificate must be **certified by concerned embassy or Apostille certified**.

   In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate. In case of experience certificate submitted by the firm as sublet, can be considered if the subletting company is approved by original owner and the name of subletting company is incorporated in the original scope of work.

4. Work Experience and other required documents of abroad activity has to be either **certified by concerned Embassy or Apostille certificate** to be submitted by bidder during tender submission.

5. In case of Single Entity/JV: Bidder in the capacity of Subsidiary company as a single entity/JV is permitted to use the technical and financial credentials of its Parent/ Subsidiary Company/Group of company of similar nature in India or Abroad. An Indian subsidiary company owned by non-Indian firm* must be registered in India under Companies Act-2013.

6. In case of JV Firm with foreign member(s), the lead Member has to be an Indian Firm or Indian subsidiary of foreign firm. Foreign entity in individual capacity is not allowed to bid as this is not a Global Tender.

7. In case of Indian Subsidiary Company of Foreign firms, Bidder has to submit Board resolution / Share holding pattern / any other document certified by Company Secretary as a proof of relationship in between Parent company and subsidiary company.

8. Bidder participating the tender directly or through JV/Consortium/Collaboration should have registered office in India before the date of tender publishing.

Section 4

Bidding Forms

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Section 4: Bidding Forms

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

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Form PS-1

Letter of Technical Bid

Date: .....

Invitation for Bid No.: .....

To: .....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;

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

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

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

(e) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements stipulated in Section 5: Works Requirements;

(f) If our bid is accepted, we commit to submit work method statements for all major activities and get these approved from the Engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements without any deviations;

(g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

(h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;

(i) We have read the clause regarding restrictions on procurement from a bidder of a country which share a land border (Details in clause ITB 4.1 (d) with India. We certify that,

@ This bidder is not from such a country

OR

This bidder is from such a country and the bidder has been registered with the Competent Authority.

We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered

[@ Strike out whichever is not applicable. In case the bidder is from a country which share a land border with India , evidence of valid registration by the Competent Authority shall be attached]

(j) If our bid is accepted, we will not sub-contract any work to a contractor from a bidder of a country which share a land border {Details in clause ITB 4.1 (d)} with India unless such contractor is registered with the Competent Authority.

(k) i. We declare that we are not liable to be disqualified in Accordance with ITB 4.4, and we are enclosing the affidavit for the same as per the Performa given in the bid document.

ii. We understand that if at the time of evaluation of the bid or during execution of the contract, the declaration regarding local content, submitted thorough the relevant form provided in Section 4 Bidding Forms, is found to be false, it will be treated as breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which the bidder or its successors can be debarred up to two years along with such other actions as may be permitted by law.

iii. We have also enclosed declaration in Form-MII and also a certificate, in case the estimated cost of the work is more than ₹10 Cr, from statutory auditor or cost auditor of the company or from practicing cost accountant or chartered accountant.

iv. We also undertake that the 'Local Content' added in the entire work will have to be submitted along with the final bill.

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

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

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

Or

If our bid is accepted, we opt to take payment through Letter of Credit (LC) arrangement as per GCC clause 14.7.1 and we hereby affirm having read over and agreed to the terms and conditions of the LC option. We also understand that the option of taking payment through LC arrangement, shall be final and no change shall be permitted, thereafter, during execution of contract.

[Delete whichever is not applicable. In case the bidder fails to delete one of the two options above, the option of payment into the bank account, nominated by the contractor shall prevail

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

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

Name .....

In the capacity of .....

Signed .....

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

Date

Form: PS 2

Letter of Price Bid

Date: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;

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

(c) The total price of our Bid is indicated in the **Summary Sheet of Bill of Quantities,**

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

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

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

Name .....

In the capacity of .....

Signed .....

.....

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

Date

.....

.....

Form: PS 3

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

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

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

*1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Ports Shipping and Waterways or RVNL/MoR or by IPRCL at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

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

(Add Proviso of Clause 4.4(b) (ITB suitably, if any Contract was so terminated).

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

*4 That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of IPRCL as on the deadline for submission of bid.

5. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

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

OR

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

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

7. That the bidder or any of its constituents is not an Entity of such countries, which have been identified by the Railway Ministry/MoPSW as not allowing Indian Companies to participate in their Government procurements for any item related to Railway Ministry/MoPSW, except for the list of items published by the Railway Ministry/MoPSW permitting their participation.

8. That the bidder or any of its constituents has not committed any previous transgressions in respect of Code of Integrity [Rule 175 (1) of General Financial Rules 2017] with any entity in any country during the last three years or of being debarred by any other procuring entity

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

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

11. We have read the clause regarding restrictions on procurement from a bidder of a country which share a land border with India and I certify that:

@ This Bidder is not from such a country

OR

This Bidder is from such a country and the bidder has been registered with the Competent Authority

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

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

14.0 We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

**Modify the contents wherever necessary, in terms of sub-clause 4.4 ITB.*
*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

Attestation before Magistrate/Public Notary

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Form : PS 4 Deleted

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

Form : PC-1 Deleted

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

Form: BDF/1

Bid Security
Bank Guarantee

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).

From:

.....[***Insert Bank's Name, and Address of Issuing Branch or Office]...***

To:
The Managing Director,
Indian Port Rail and Ropeway Corporation Limited,
4th Floor, Nirman Bhawan,
M P Road, Mazgaon,
Mumbai-400010.

Beneficiary: Indian Port Rail and Ropeway Corporation Limited (hereinafter called "the employer")

Date:.....

Bid Security No.: .....

We have been informed that . . . . . *[***Insert** ***name of the Bidder]***..... (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of . . . . . [***name of contract***]. . . . . under Invitation for Bids No. . . . . .dated ……("the IFB").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert Value of Bid Security required]***, in the form of Bank Guarantee, according to your conditions of Bid.

AND

WHEREAS, ...***[Insert Name of the Bank]***, with its Branch .....***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank,** acting through .....***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid security as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],***being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of ***[Insert Value of Bid Security required]*** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.

6. This guarantee will remain valid and effective from**…….. *[Insert date of issue]***till ……..*[**insert date, which should be minimum 42 days beyond the expiry of bid validity date in the IFB]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date …… ……

Place……. Bank's Seal and authorized signature(s)

[Name in Block letters]……....

[Designation]…….……

[P/Attorney] No.

Witness:

1 Signature

Name & Address & Seal

2 Signature Bank's Seal

Name & address & Seal *[P/Attorney]* No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Form : <u>BDF/2- DELETED</u>

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

Form: JV/1

PROFORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV)

(On each Firm's Letter Head)

No…. Dated

From:

……..

……..

To,
The Managing Director,
Indian Port Rail and Ropeway Corporation Limited,
4th Floor, Nirman Bhawan,
M P Road, Mazgaon,
Mumbai-400010.

Gentlemen,

Re: …"[Insert name of work]……..".

Ref: Your notice for Invitation for Bid (IFB) ……..

1. We wish to confirm that our company/firm (delete as appropriate) has formed a Joint Venture by name of …… with for the purposes associated with IFB referred to above.

(Members who are not the lead partner of the JV should add the following paragraph).*

2. 'The JV is led by … whom we hereby authorise to act on our behalf for the purposes of submission of Bid for ……. and authorise to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

*(Member(s) being the lead member of the group should add the following paragraph)**

2. 'In this group we act as leader and, for the purposes of applying for qualification, represent the Joint Venture:'

3. In the event of our group being awarded the contract, we agree to be jointly with …… (names of other members of our JV)…… and severally liable to the Indian Rail and Ropeway Corporation Limited, its successors and assigns for all obligations, duties and

responsibilities arising from or imposed by the contract subsequently entered into between Indian Port Rail and Ropeway Corporation Limited and our JV.

4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner**.**

Yours faithfully,

(Signature)

(Name of Signatory)…….

(Capacity of Signatory)……

Seal

* Delete as applicable

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Form: JV/2

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS

POWER OF ATTORNEY*

(*To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney*)

Know all men by these presents, we …… do hereby constitute, appoint and authorise Mr/Ms. …. ……..who is presently employed with us and holding the position of ……as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of …….Including signing and submission of all documents and providing information/responses to Indian Port Rail and Ropeway Corporation Limited, representing us in all matters, dealing with Indian Port Rail and Ropeway Corporation Limited in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the …… day of ……. 20..

(Signature of authorised Signatory)

……

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

**Notes:*

i) To be executed by all the partners individually, in case of a Joint Venture.
ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form: JV/3

FORMAT FOR POWER OF ATTORNEY TO
LEAD PARTNER OF JOINT VENTURE (JV)
(*To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

POWER OF ATTORNEY[1]

Whereas Indian Port Rail and Ropeway Corporation Limited has invited Bids for the work of ……

Whereas, the members of the Joint Venture comprising of M/s. …, M/s. ……, and M/s. …. are interested in submission of bid for the work of ……*[Insert name of work*]… in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. ……, hereby designate M/s. ……, being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the Indian Port Rail and Ropeway Corporation Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the …… Day of …….. 200..

……

(Signature)

……

(Name in Block letters of Executant)

Seal of Company

Witness 1:

Name:

Address:

Witness 2:

Name:

Occupation: **Address:**

Occupation:

Notes:

1. To be executed by all the Partners of the JV except the lead Partner.
2. ***The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid*** *down by the* ***applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.***

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

Form: JV/4

DRAFT MEMORANDUM OF UNDERSTANDING (MOU[2])
For

JOINT VENTURE PARTICIPATION

BETWEEN

M/s …….. having its registered office at …… (hereinafter referred to as ……) acting as the Lead Partner of the first part,

and

M/s ……having its registered office at ……. (hereinafter referred to as `…….') in the capacity of a Joint Partner of the other part.

The expressions of …….. and …….. shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as " the Parties" and individually as " the Party"

WHEREAS:

Indian Port Rail & Ropeway Corporation Limited (IPRCL) [hereinafter referred to as "Employer"] has invited bids for …… "*[Insert name of work]*……..."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

i) Notice for Bid, and

ii) Bidding document

iii) Any Addendum/Corrigendum issued by Indian Port Rail & Ropeway Corporation Limited (IPRCL)

iv) The bid submitted on our behalf jointly by the Lead Partner.

2. The `Parties' have studied the documents and have agreed to participate in submitting a`bid' jointly in the name of ------……

3. M/s ……shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate …….. as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However M/s …… shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s…….to M/s……

[2] *In case of existing joint venture, the certified copy of JV Agreement be furnished.*

4. The 'Parties' have resolved that the distribution of share and responsibilities between the JV partners **(Bidder shall ensure that the assigned responsibilities are commensurate with the EQC requirement of key activities being met by the respective JV partners under Clause 2.3.1: Specific Construction Experience duly indicating the schedule/bill nos. of BOQ for such responsibilities, failing which the bid may be rejected)** is as under:-

(a) Lead Partner share ……..% ;

Responsibilities

(I) Key Activities

(i) ……

(ii) …….

(iii) ……

(II) BOQ Schedule/Bill No.

(i) ……

(ii) …….

(iii) ……

(b) Joint Venture Partner share ……..% ;

Responsibilities

(I) Key Activities

(i) ……

(ii) …….

(iii) ……..

(II) BOQ Schedule/Bill No.

(i) ……

(ii) …….

(iii) ……

(c) Joint Venture Partner share ……..% ;

Responsibilities

(I) Key Activities

(i) ……

(ii) …….

(iii) ……..

(II) BOQ Schedule/Bill No.

(i) ……

(ii) …….

(iii) ……

Note: In case any Bill or items of a Bill are proposed to be executed by more than one JV partner then indicate the breakup of that Item/Bill no. for each JV partner.

5. **JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

6. **ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer.

7. **EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. **GUARANTEES AND BONDS**

The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners through which JV is intended to be formed.

9. **BID SUBMISSION**

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

10. **INDEMNITY**

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. **DOCUMENTS & CONFIDENTIALITY**

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this MOU shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be …….

14. **VALIDITY**

This MOU shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

a. The bid submitted by the Joint Venture is declared unsuccessful, or

b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work

c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

15. This MOU is drawn in ….. number of copies with equal legal strength and status. One copy is held by M/s …… and the other by M/s. .....,M/s ……& M/s….. and a copy submitted with the bid.

16. This MOU shall be construed under the laws of India.

17. **NOTICES BETWEEN JV PARTNERS**

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner	Other Partner
……..	……
…….	……
(Name & Address)	(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s……..	M/s…….
……	……..
(Seal)	(Seal)

Witness

1……..(Name & Address)

2…….. (Name & Address)

*****

Form: JV/5

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

M/s …….. having its registered office at …… (hereinafter referred to as ……) acting as the Lead Partner of the first part,

and

M/s ……having its registered office at ……. (hereinafter referred to as `…….') in the capacity of a Joint Partner of the other part.

The expressions of …….. and …….. shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns

and shall collectively be referred to as " the Parties" and individually as " the Party"

WHEREAS:

Indian Port Rail & Ropeway Corporation Limited (IPRCL) [hereinafter referred to as "Employer"] has invited bids for … "[*Insert name of work]……..."* Vide LOA No…….awarded contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this AGREEMENT.

i) Notice for Bid, and

ii) Bidding document

iii) Any Addendum/Corrigendum issued by Indian Port Rail & Ropeway Corporation Limited (IPRCL).

iv) The bid submitted on our behalf jointly by the Lead Partner.

v) Letter of Acceptance issued by Indian Port Rail & Ropeway Corporation Limited (IPRCL).

2. The `Parties' have studied the documents and LOA issued to enter into Joint Venture as under and have agreed to participate.

3. M/s ……shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of execution, the parties agree to nominate …….. as the leader duly authorized to sign and submit all documents and enter into correspondence with the Employer.

4. . The 'Parties' have resolved that the distribution of share and responsibilities between the JV partners **(Bidder shall ensure that the assigned responsibilities are commensurate with the EQC requirement of key activities being met by the respective JV partners under Clause 2.3.1: Specific Construction Experience duly indicating the schedule/bill nos. of BOQ for such responsibilities, failing which the bid may be rejected)** is as under:-

(a) Lead Partner share ……..% ;

Responsibilities

(I) Key Activities

(i) ……

(ii) …….

(iii) ……

(II) BOQ Schedule/Bill No.

(i) ……

(ii) …….

(iii) ……

(b) Joint Venture Partner share ……..% ;

Responsibilities

(I) Key Activities

(i) ……

(ii) …….

(iii) ……..

(II) BOQ Schedule/Bill No.

(i) ……

(ii) …….

(iii) ……

(c) Joint Venture Partner share ……..% ;

Responsibilities

(I) Key Activities

(i) ……

(ii) …….

(iii) ……..

(II) BOQ Schedule/Bill No.

(i) ……

(ii) …….

(iii) ……

Note: In case any Bill or items of a Bill are proposed to be executed by more than one JV partner then indicate the breakup of that Item/Bill no. for each JV partner.

5. **JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

6. **ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this AGREEMENT on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer

7. **EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. **GUARANTEES AND BONDS**

The Performance Security and other Securities of a JV shall be in the name of the JV that submits the bid.

9. **BID SUBMISSION**

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

10. **INDEMNITY**

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. **DOCUMENTS & CONFIDENTIALITY**

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be …….

14. **VALIDITY**

This Agreement shall remain in force till the defect liability period is over and Securities are released.

15. This AGREEMENT is drawn in ….. number of copies with equal legal strength and status. One copy is held by M/s …… and the other by M/s. & …….M/s …….. and a copy submitted with the bid.

16. This AGREEMENT shall be construed under the laws of India.

17. **NOTICES BETWEEN JV PARTNERS**

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner.	Other Partner
……..	……
…….	……
(Name & Address)	(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this AGREEMENT the day, month and year first before written.

M/s……..	M/s…….
……	……..
(Seal)	(Seal)

Witness

1……..(Name & Address)

2…….. (Name & Address)

****

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Jurisdictional GST Assessing Officer's designation, address & email id	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

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

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.
2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.
3. In case of JV, MOU to form JV or JV agreement, in accordance with ITB 4.1.

Form ELI - 2: JV Information Sheet - JV Permitted

Each member of a JV must fill in this form separately

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's Jurisdictional GST Assessing Officer's designation, address & email id	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

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

1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.
2. Authorization to represent the firm named above, in accordance with ITB 20.2.

Form FIN-1: Financial Situation

(Each Bidder must fill in this form separately)

NAME OF BIDDER:

	Financial Data for Last 5 Years [Indian National Rupees]				
	Year 1:	**Year 2:**	**Year 3:**	**Year 4**	**Year 5**
1. Total Assets				**Not Applicable**	
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Net Worth [= 1 – 3]					
6. Working Capital [=2 – 4]					
7. Profit Before Tax (PBT)					
8. Profit after tax (PAT)					
9. Average Profit After Tax (PAT) for last Five financial years (= average of [7] for year 1, year 2 & year 3)					
10. Whether the bidder was at default in repayment of dues to a financial institution or bank or debenture holders at the end the latest financial year for which audited balance sheet is available (Yes/No)					

_____

SEAL AND SIGNATURE OF THE BIDDER

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

_____

(Signature of CA/Auditor)

Name of CA/Auditor:_____

Registration No: _____

_____

(Seal)

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

Copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.

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

2. **Contents of this form should be certified by a Chartered Accountant/Auditor.**

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

Form FIN-2: Annual Construction Turnover for the last 3 years

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

NAME OF BIDDER/JV PARTNER:

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	**Amount Currency**	**Exchange Rate**	**Indian National Rupees Equivalent**
Average Annual Construction Turnover for last 3 years			

1. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years and submitted as attachments to form Fin-1 in respect of the bidder or all partners constituting the bidder.

2. Contents of this form should be certified by a Chartered Accountant/Auditor.

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

Form FIN-3: Deleted

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

Form EXP-2(a): Specific Construction Experience

Fill up one form per contract

Contract of Similar Size and Nature			
Contract No.		**Contract Identification**	
Award Date		**Completion Date**	
Role in Contract	❑ **Contractor** ❑		❑ **Subcontractor**
Total Contract Amount	**INR**		
If partner in a JV or subcontractor, specify participation in total contract amount	**Percent of Total:**	**Amount: INR**	
Employer's Name, Current Address and Current Telephone/Fax Number, E-mail			
Description of the similarity in accordance with Criteria 2.3.1 (a) of Section 3			

The bidder shall attach a copy of the Certificate(s) issued by the employer in support of the information being furnished in each Exp (2a) form, failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

Form EXP-2(b): Deleted.

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
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EQC FORM NO.1

Clause No & Clause heading	Details of value of work/quantity of activity and References (Folio No.) of Documents through which criteria against each item is being met.
2 Qualification	
2.1.1 Conflict of Interest	
2.1.2 Share of partners	
2.1.3 Disqualification of Bidder	
2.2 Financial Status	
2.2.1 Historical Financial Performance	
2.2.2 Average Annual Construction Turnover	
2.2.3 Net Worth	
2.2.4 Bid Capacity	
2.3 Experience	
2.3.1 Specific Construction Experience (a) Contracts of Similar Size and Nature (I) Single Contract (II) Two Contracts. (III) Three Contracts.	
2.4 Personnel Undertaking submitted	
2.5 Equipment Undertaking submitted	
2.6 Specialist sub-contractor (undertaking submitted) 1. Track Laying & Linking Works 2.General Electrical works– if applicable 3. SCADA – if applicable 4. TSS – if applicable	Not Applicable.

द्रुतमेव कुशलं संयोजनम्

Form-MII

Declaration for 'Local content' in terms of 'Public Procurement (Preference to Make in India) Order 2017', as amended up to 28 days prior to deadline for submission of bids, issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry

Ref: Tender Notice No……

I / We declare that:

1. The offer submitted against the meets the 'Local Content' requirement as prescribed vide clause ITB 4.1 e and ITB 43.2.
2. The details of the local content and location(s) where local value addition is made in case of imported items, are as below:

BOQ Item no	Description in brief	BOQ Amount	Made in India Items: Amount of local content	Imported Items: Value added in India	Imported Items: Location of Value added in India
1					
2					
….					
Total		**A**	**B**	**C**	

Total Local Content: B + C
% of local content in total BOQ cost: …..%

3. Fulfilment of the aforesaid requirements shall also be ensured from the subcontractors and that the above statement contains information for the entire contract.

Signature of the Bidder

IP-1

INTEGRITY PACT FORMAT

(To be executed on Company Letter head and submitted along with Technical Bid/Tender documents for tenders. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the IPRCL)

Note: Successful Bidder must be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The Stamp paper has to be in the name of the bidder and submitted with the acknowledgement of copy of acceptance of LOA.

This integrity Pact is made at _____ on this _____day of _____2024.

BETWEEN

Indian Port Rail & Ropeway Corporation Limited (IPRCL) represented through its Managing Director having its office at 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M P Road, Mazgaon (E), Mumbai, (hereinafter referred to as the "Principal/Owner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

***{Name and address of the Firm/Company}*,** (hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender *{NIT/RFP No …….dtd ……..}* (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for *{Name of the work}* (hereinafter referred to as the "Contract").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a

promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Arcticle-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

(1) There shall be an Independent External Monitor (IEM) (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
As on date, the following IEMs are nominated by CVC

Dr. Prasenjit Mukherjee, IA&AS (Retd.)	Shri. Ranjanesh Sahai, IRAS (Retd.)
Flat No. 1201, Tower E,	Flat No. 1104, Tower A,
Bestech Park View Spa, Sec-47,	Logix Blossom County Apartment.
Gurugram -122001. Haryana.	Noida Expressway, Plot No.2 Sect-137,
Mob. 9717771630	Noida- 201304 (U.P.)
Email:- prasenjitm@hotmail.com	**Mob. 9717610007**
	Email:- ranjanesh@yahoo.com

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to

discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the **Managing Director , Indian Port Rail & Ropeway Corporation Ltd.,** within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the **Managing Director , Indian Port Rail & Ropeway Corporation Ltd**, a substantiated suspicion of an offence under relevant IPC/PC Act, and Managing Director , **Indian Port Rail & Ropeway Corporation Ltd** has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant **12 months** after his Defect Liability Period is over or **12 months** after his last payment under the contract whichever is later and for all other unsuccessful Bidders **6 months** after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire **24 months** after his concession period is over and for all other unsuccessful Bidders **6 months** after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Managing Director , Indian Port Rail & Ropeway Corporation Ltd.

Article - 10 Other Provisions.

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. **Mumbai** .

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal) (For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant)

(Office Seal)

Place_____

Date_____

Witness 1 : (Name & Address): Witness 2 : (Name & Address):

{COUNTERSIGNED and accepted by:

JV Partner

Note : Successful Bidder must execute Integrity Pact (duly filled) on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder and submitted along with copy of acceptance of LOA.

द्रुतमेव कुशल सयोजनम्

FORM NO. 2

CHECKLIST FOR CLAUSES PERTAINING TO SUMMARY REJECTION OF BID

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

ITB Clause No.	Reason for Summary Rejection
4.4	Non-submission of Affidavit
4.5	Non-submission of immediate information to the Employer in case Bidder ceases to fulfil eligibility in terms of ITB 4.3 & 4.4
11.4	Physically signed Bid document or uploaded bid document (uploaded document is deemed to have been signed on each page by the bidder).
14.2	Quoting more than one percentage for any schedule
14.9	Non-submission of the Letter of Price Bid (LPB) and/or Summary sheet of BOQ
16.4	Non-submission of the Letter of Technical Bid (LTB)
19.3	Bid not accompanied by an enforceable and compliant bid security

SEAL AND SIGNATURE OF THE BIDDER

Section 5

Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Work to be executed.

INDEX

S. No.	Description	Pages
1	Safety and Security	
2	General Information and Scope of work	
3	Site Facilities for the Employer and the Engineer	
4	Specifications	
5	Personnel	
6	Equipment	
7	Index plan, Drawings, Soil data, etc.	
8	Retractable Rigid Catenary System(RRCS) under RLS	

द्रुतमेव कुशलं संयोजनम्

1.0 SAFETY AND SECURITY:-	
1.1	The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.
1.2	Before starting any excavation work adjacent to existing track, the contractor shall ensure that necessary permissions has been obtained and required precautions have been taken for doing such work in terms Joint Procedure Order reproduced below: **"JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL AND TELECOMMUNICATION CABLES"**
A.	A number of Engineering works in connection with gauge conversion/doubling/third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins. ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organisation under open line or construction units under CAO/C, are executing various Signalling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel is also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Deptt. Generally, these works are executed by contractors employed by these organisations.
B.	However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by contractors carrying out the Civil Engineering Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical departments. Such cable faults results in the failure of vital signaling and telecommunication circuits & electrical installations.
C.	Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and RailTel organisation, wherever such works are being done by them) officers of the respective divisions and by the construction organisation, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works, can be controlled and minimized.
1.	S&T Department (and RailTel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. In addition, S&T department and Electrical department shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the Sr.DEN/DEN or Dy.CE/C, as the case may be, by Sr. DSTE/DSTE or Sr. DEE/DEE of the divisions or Dy.CSTE/C or Dy.CEE/C within 15 days in duplicate. Sr.DEN/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P.Way & Works.

2.	Before taking up any digging activity on a particular work by any agency, Sr.DSTE/DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. Sr.DSTE/DSTE or Sr.DEE/DEE, after ensuring that the concerned executing agencies including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing within 7 days of the request by concerned department.
3.	After getting the permission from S&T or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg. official for commencement or work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE/Sig or SE/Tele or SE/Electrical(TRD or G) shall be created chargeable to the estimates of doubling/gauge conversion, who can help Engg. agencies in the execution of the work. However basic responsibility will be of the department executing the work and the Contractor. Creation of posts is not mandatory.
4.	The SE/P.Way or SE/Works shall pass on the information to the concerned SE/Sig SE/Tele or SE/Electrical(TRD or G) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE/P.Way or SE/Works, who in turn shall pass on the information to the test room/network operation centre of RailTel/TPC/Electrical control.
5.	On receiving the above information, SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
6.	The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the contractor. Test room shall be given copies. Test room shall collect any further details from the Engineering Control and shall pass it on to S&T/RailTel & Electrical officials regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of contractor should not be stopped on this account.
7.	In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature the work, kilometer etc. be given to the Engineering control including the contact person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test room/network Operating Centre of RailTel/TPC/Elect. Control.
8.	Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/RailTel/Construction can plan the works properly for shifting. Such shifting works shall in addition, for security and integrity of the cables, be supervised by S&T supervisors/RailTel supervisors/Electrical Supervisors.
9.	The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele/SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing

	emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.
10.	In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig or SE/Tele or SE/Electrical(TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (Signal), SE (Electrical) as per para 4 and 5 above lies with the respective department. The contractor will go ahead with the shifting of cables as per the program decided and he will not be held responsible for any cable cut.
11.	In all the sections where major project are to be taken up/going on RailTel/S&T department shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.
12.	No new OFC or quad cable shall be laid close to existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the Dy.CSTE/A or Dy.CEE/C and shall be got approved from the concerned Sr. DSTE/DSTE or Sr.DEE/DEE and also from the concerned Dy. CE/C for new lines and from the concerned Sr.DEN for all other projects including GC etc., to avoid possible damages in future. Such approvals shall be granted within 15 days of the submission of the request.
13.	The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
14.	In case damage caused to OFC/Quad cable or Electrical cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:- (i) Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures. (ii) The alignment of the cable does not tally with the information provided to the contractor (iii) The cable depth is found to be less than 800 mm from normal ground level. (iv) No representative of S&T department/RailTel was available at site guarding the cables on the fixed pre determined date and time.

<table>
<tr><td>15.</td><td>Penalty to be imposed for damages to cable shall be as under:-
<table>
<tr><th>Cable damaged</th><th>Penalty per location</th></tr>
<tr><td>Only Quad cable or Signalling cable</td><td>Rs.1.0 Lakh</td></tr>
<tr><td>Only OFC</td><td>Rs.1.25 Lakh</td></tr>
<tr><td>Both OFC & Quad</td><td>Rs.1.5 Lakh</td></tr>
<tr><td>Electrical Cable</td><td>Rs.1.0 Lakh</td></tr>
</table>
Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable.</td></tr>
<tr><td>16.</td><td>Railways will not lodge FIR with RPF in case of works being executed by authorized contractors of Railways who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF. The joint note deciding the fact whether the contactor should be penalized shall be completed in a day’s time from the occurrence of cable cut.
In all other cases, when the cable is cut by an agency that was not permitted to execute any work, FIR should be lodged with RPF.</td></tr>
<tr><td>17.</td><td>While giving permission for taking up the works, concerned departments may note that earthwork by engineering contractors will normally be done by machines except in a few isolated locations where the quantity of earth work is very less.</td></tr>
<tr><td>18.</td><td>Railways shall make necessary correction in their future contract so that this JPO can also be enforced contractually.</td></tr>
<tr><td>19.</td><td>In case of damages to OFC, RailTel should be paid 5/6th of the penalty recovered. RailTel shall raise demands on the S&T department in this regard.</td></tr>
<tr><td>20.</td><td>All types of signaling & OHE bonds i.e. rail bond, cross bond and structure bond shall be restored by the contractor with a view to keep rail voltage low to ensure safety of personnel.</td></tr>
<tr><td>21.</td><td>Above joint circular shall be applicable for construction as well as open line organization of Engineering, S&T and Electrical.</td></tr>
<tr><td>22.</td><td>S&T cable and electrical cable route plan should be prepared by the concerned S&T and Electrical officers respectively and got approved as stipulated in para C-12 before undertaking the work. The completion cable route plan should be finalized block section by block section as soon as the work is completed.</td></tr>
<tr><td>23.</td><td>All cable laying works shall be executed as per laid down technical specifications, such as protection measures/protective cover, compaction of refilled material etc.</td></tr>
</table>

1.3	**Working near running line**
1.3.1	The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz earth work for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer for permission giving the type & no. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work / movement. The Railways/Employer/ Engineer or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flag men & supervisor and will give written permission giving names of road vehicle drivers, contractor's flag men and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
1.3.2	Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 meters from the centre of the nearest track. For working of machinery close to the running tracks or plying of road vehicles during night hours, the contractor shall apply to the Engineer in writing for permission, duly indicating the site details in a neat sketch and safety measures proposed to be taken. Subject to the approval of concerned Railway authorities, the Engineer or his authorised representative will communicate permission to the contractor / contractor's representative. The contractor and his men shall strictly adhere to the instructions given along with such permissions
1.3.3	Nominated vehicles and drivers shall be utilized for work in the presence of at least one flag man and one supervisor certified for such work. In order to monitor the activities during night hours, additional staff may have to be posted based on the need of the individual site.
1.3.4	The Contractor' machinery, equipment and vehicles shall normally operate 6 m clear of track. Any movement / work at less than 6m and upto a minimum of 3.5m clear of track centre, shall be carried out only in the presence of a person (including any railway employee) authorized by the Engineer. No part of the road vehicle shall be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Employer.
1.3.5	The Contractor's machinery and equipment like Cranes, Flash Butt Welders, Ballasting machinery, Compactors, Track Laying Systems etc., are required to operate close to the existing line carrying traffic. Contractor is fully responsible for operating these machinery without endangering the safety of the running line and traffic.
1.3.6	<u>Safety Fencing :</u> (i) Before commencing any work close to the running track, the Contractor shall provide safety fencing and obtain the specific permission of Engineer to commence the work in that stretch. (ii) The fencing shall be for a height of 1.5 meters with wooden/Casurina balli posts of length 2.1 m at 3 m centre to centre spacing as per relevant BOQ item. (iii) The Contractor shall maintain the safety fencing in good working condition through out the period till the work in a given stretch is completed. He can remove the fencing after getting the approval of Engineer. The fencing material will be the

	property of the Contractor. Serviceable materials obtained from the released fencing can be re-used for providing fencing in subsequent stretches. (iv) The Contractor will be paid for providing safety fencing along the track as per the relevant item in the BOQ.
1.4	The contractor's special attention is drawn to Para 826 of Indian Railways Permanent Way Manual introduced under Advance Correction Slip no. 69 dated 23.05.2001, reproduced below which should invariably be complied with. *"826 Safe working of Contractors -- A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted:* *(a) The contractor shall not start any work without the presence of Railway supervisor at site.* *(b) Wherever the road vehicles and / or machinery are required to work in the close vicinity of railway line, he work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and / or Machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning / reversal of road vehicles / machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.* *(c) The "look out and whistle" caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flag men / detonators shall be provided where necessary for protection of trains.* *(d) The supervisors / workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued.* *(e) The unloaded ballast / rails / sleepers / other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.* *(f) Supplementary site specific instructions, wherever considered necessary, shall be issued by the Engineer.* *COMPETENCY CERTIFICATE* *Certified that Shri_____ P.Way supervisor of M/S_____has been examined*

	regarding P.Way working on_____ work. His knowledge has been found satisfactory and he is capable of supervising the work safely. _____ *ASSISTANT ENGINEER*
1.5	The work of formation in banks and cuttings through out the length of doubling is adjacent to track under running traffic. Many of the bridges on the proposed double line are to be constructed either as extensions or just adjacent to the existing bridges under running traffic. The work of Installation of Track through out the length of doubling is adjacent to track under running traffic. The work of Installation of Track and Signals in the Station yards including alterations to the existing Track and Signals has to be done adjacent to or in replacement of the existing Track and Signals which are under running traffic. The contractor shall ensure that the safety of the running lines and running traffic is not endangered, because of his work.
1.6	Any traffic/traction blocks, temporary speed restrictions and caution orders required in this connection shall also be got sanctioned from the Railway authorities well in advance, through the Engineer. The Railways may sanction the same for specific sites within the overall recovery time available in the Railway's time table. The contractor shall have to schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay/inconvenience/loss on this account shall be entertained by the Employer.
1.7	The contractor shall provide at site at his own cost, all protection measures including exhibition and lighting of all Temporary Engineering Signals as per Railway rules, instructions and norms. All lights provided by the contractor shall be screened so as not to interfere with any signal light on the Railways or with any traffic or signal lights of any local or other authority.
1.8	**Ancillary and Temporary works**
(a)	The Contractor's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the tender and modifications thereto as approved by the Engineer.
(b)	The Contractor shall submit drawings, supporting design calculations where called for by the Engineer and other relevant details of all such works to the Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the contractor of his responsibility for the sufficiency of such works.
(c)	The contractor shall, at his own cost, design and provide any temporary arrangements including relieving/service girders required in connection with the above said works and remove the same, when no longer required. These arrangements shall conform to Railway norms. The contractor shall obtain all necessary approvals and sanctions of the concerned Railway authorities including Commissioner of Railway Safety through the Engineer in advance and well in time

(d)	The contractor shall ensure and be entirely responsible for proper design, fabrication, provision and upkeep of all temporary arrangements and all associated activities so as not to endanger safety of any assets, running track, traffic and traveling public and for following all extent instructions, norms, practice and procedures laid down by Railway authorities in this respect, which may be ascertained from the Railways through the Engineer.
(e)	If required, Railways may, in order to ensure the safety of the running track, post at site Regular Railway staff to watch the efficacy and safety of temporary arrangements and protection measures round the clock for the period the same exist in the running line and till the running line is restored back to normal. Railways may also supervise the insertion, maintenance and removal of the temporary arrangements. The cost of such staff shall be borne by the Employer.
(f)	Notwithstanding the above, the contractor shall not, however, be relieved of his responsibility and obligation as aforesaid.
(g)	Save as provided in Para 7 (e) above, the contractor shall bear the cost of complying with all safety requirements. No extra payment will be made for complying with the safety provisions under this chapter and the cost of all such elements to meet the safety requirements shall be deemed to be included in the Bill of Quantities.
1.9	The contractor remains fully responsible for ensuring safety. In case of any accident, the Contractor shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers
1.10	Suitable barricading to forewarn road vehicle driver shall be provided by the contractor. The luminous tape, strung on bamboo or steel poles can be considered for such barricading. Barricading arrangement should be got approved by the Engineer.
1.11	**Indemnity by Contractor** The Contractor shall indemnify and save harmless the Railway / Employer / Engineer from and against all actions, suit proceedings, losses, costs, damages, claims, and demands of every nature and description brought or recovered against the Railways / Employer / Engineer by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
1.12	**Damage to Railway Property or Life or Private Property** The contractor shall be responsible for all risks to the works and for the trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives of persons or property of others from whatsoever cause in connection with the works until they are taken over by the Employer and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway/Employer/Engineer shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of Workmen's compensation act or any statutory amendments

	thereof to any person or persons sustaining damages as aforesaid, by reason of any act, or any negligence or any omissions on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/Employer/Engineer may incur in reference thereto, shall be charged to the contractor. The Railway / Employer / Engineer shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expense shall not be called in question by the Contractor.
1.13	**Safety of Public**
(i)	The Contractor shall be responsible to take all precautions to ensure the safety of the Public whether on Public or Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
(ii)	The Contractor shall provide effective barricading using G.I. corrugated sheets around foundation pits, trenches, erection sites, demolition sites etc., to prevent accidents and injuries to the public. He shall erect barricading duly leaving safe passage for the movement of the public as per the directions of Engineer.
(iii)	No payment will be made for providing such barricading and the rates quoted by the Contractor shall be inclusive of such safety measures.
1.14	**Reporting of Accidents** The Contractor shall report to the Engineer details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer and the Employer immediately by the quickest available means.
1.15	**Life-saving Appliances and First-aid Equipment:** The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO Convention No. 62. The appliances and equipment shall be available for use at all time
1.16	**Security Measures**
(a)	Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.
(b)	Contractor's as well as Sub Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots and other safety / protection gadgets / accessories provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
(c)	All vehicles used by the contractor shall be clearly marked with the Contractor's name or identification mark.
(d)	The contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these

	obligations. The requirements of security measures shall include, but not be limited to, maintenance of Law and Order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the works continuously through out working and non-working periods including nights, Sundays and holidays, for the duration of the contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as proposed by contractor and approved by Engineer shall be provided.
(e)	No separate payment will be made for providing security measures and will be deemed to be included in the rates quoted by the contractor.

2– GENERAL

2.0	**SCOPE OF WORK** **DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 25 KV, 50 HZ SINGLE PHASE RETRACTABLE RIGID CATENARY SYSTEM(RRCS) , RIGID OVER HEAD CONDUCTOR SYSTEM (ROCS) CONNECTING CONVENTIONAL REGULATED EXISTING OHE AT EITHER END OF RLS-1 & RLS-2 WITH EACH RLS HAVING SINGLE TRACK AND SINGLE CHUTES ON SINGLE TRACK INCLUDING ANNUAL MAINTENANCE CONTRACT(AMC) OF 3 YEARS FOR DEVELOPMENT OF RAIL INFRASTRUCTURE FOR 02 NOS. RLS(15 MTY) AT LAJKURA OF IB VALLEY AREA, IB COALFIELDS OF MCL IN BILASPUR DIVISION OF SOUTH EAST CENTRAL RAILWAY IN ODISHA**
2.1	**Introduction**
2.1.1	This work pertains to **Design, supply, erection, testing and commissioning of 25 kv, 50 Hz Single Phase Retractable Rigid Catenary System(RRCS) , Rigid Over Head Conductor System (ROCS) connecting conventional regulated existing OHE at either end of RLS-1 & RLS-2 with each RLS having single track and single chutes on single track including Annual Maintenance Contract(AMC) of 3 years for Development of Rail Infrastructure for 02 Nos. RLS(15 MTY) at Lajkura of IB Valley Area, IB Coalfields of MCL in Bilaspur division of South East Central Railway in Odisha.**
2.1.2	**CLIMATIC CONDITIONS**
(i)	**WIND PRESSURE**: This section falls in high wind pressure zone (IS: 875). Vide letter No. TI/CIV/MS/14 dated 14.07.2014, the standard employment schedule of OHE structures is to be designed for zone having a basic wind speed of 44 meter per second which confirms to survey of India map. Accordingly, the basic wind pressure in terms of IS: 875(Part-III)-1987(reaffirmed during 1997) is to be adopted
2.2	**Salient features of the section:**

1.	Design, supply, erection, testing and commissioning of 25 kv, 50 Hz Single Phase Retractable Rigid Catenary System(RRCS) , Rigid Over Head Conductor System (ROCS) connecting conventional regulated existing OHE at either end of RLS-1 & RLS-2 with each RLS having single track and single chutes on single track including Annual Maintenance Contract(AMC) of 3 years for Development of Rail Infrastructure for 02 Nos. RLS(15 MTY) at Lajkura of IB Valley Area, IB Coalfields of MCL.
2.3	**The Nature of work:** The Retractable OHE works to be executed can broadly be grouped as under:
2.3.3	**OHE & PSI**
	1.0 TYPE OF OHE The Over-Head Equipment used shall normally be of regulated Conventional Polygonal type fit for speeds up to 160 kmph. The OHE will be erected as per standard design parameters and specifications issued by RDSO/CORE/Zonal Railway/RVNL and as per AC Traction Manual issued by Ministry of Railways with latest amendment. The clearances to be followed will be as per ACTM/IRSOD with latest amendment as on 28 days before the last date for submission of Bid.
2.4	**Special stipulations/features:**
2.4.1	The IPRCL shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, or otherwise not in accordance with the Specification and the IPRCL's decision shall be final, even though they might have been inspected by RDSO/RITES. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost. Inspected and accepted material, if damaged during transit shall be replaced by the contractor free of cost prior to installation.
2.4.2	**Inspection Charges of RDSO and RITES will be borne by the Contractor**. *In case of Change of Inspection from RDSO/RITES to IPRCL/Consignee,1% of cost of material to be deducted by IPRCL ,as Inspection Charges.*
2.4.3	**Items included in the list of items to be inspected by RDSO & RITES and are not inspected by RDSO/RITES for any reason whatsoever and will be inspected by the Authorized Representatives of IPRCL. The following conditions will apply:** i) Material conforming to RDSO specn/drg is procured from RDSO approved source. ii) Contractor shall submit Manufacturer's Guarantee Certificate for the material. All such cases where change in agency of inspection other than mentioned in the schedule is required will be processed for specific approval of competent authority
	OHE Work
2.4.4	**OHE Support on Bridges** **For supporting the OHE on the major bridges, the contractor shall provide special fabricated galvanized steel mast of suitable length to be erected on the bridge piers to maintain the required height the OHE.** The drawing of OHE masts to be provided on bridge piers shall be got approved form the engineer/employer. Load calculations**, wherever required, will** be done by the contractor and submitted for approval of the Engineer prior to erection of masts and OHE. **Any proof testing from IIT/NIIT, required for the bridge mast arrangement, for approval of Chief Bridge Engineer of Zonal Railway will be laisoned and arranged by the contractor.**
2.4.5	**L.T. SUPPLY TRANSFORMER STATIONS**

	Pole mounted Auxiliary Transformers (ATs) have been provided for giving power supply to color light signaling, repeater Stations, Manned and Interlocked L.C. Gates, Switching Stations and Traction Sub-Station, wherever required and considered to be essential by Railway/IPRCL. These AT shall also be maintained.
2.4.6	**Power & Traffic Block:** (i) Track occupation may be granted at any time during day or night to suit convenience of traffic operations and will ordinarily be granted over a distance covered by one or two consecutive block sections. Work trains will normally be allowed to take advantage of block shadows. Normally the total durations of block on any section will be max. of 1.5 to 2.5 hours at a stretch in a day, once or more than once. Block provided may be utilized for one or more work trains or track lorries or ladder trolleys to suit convenience of work. (ii) Blocks will not ordinarily be given for laying the feeders except where crossing of track is involved, which will have to be laid manually in general. (iii) Any traffic / power blocks, temporary speed restrictions and caution orders required in connection with execution of works by the contractor, shall be got sanctioned from the Railway authorities well in advance, through the Engineer. The Railways may sanction the same for specific sites within the overall recovery time available in the Railway time table. The contractor shall have to schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay / inconvenience / loss on this account shall be entertained by the Employer / Engineer. (iv) The contractor shall undertake the work involving Railway track, Railway Electrification installations in co- ordination with the Engineer and Railways in accordance with the programme of work. Where traffic / power blocks are involved, the Contractor shall ensure that interruption to Railway operations, if any, is kept to the bare minimum level. (v) In addition to work trains the contractor may use light ladder trolleys on tracks for carrying out installation of dropper and adjustment of traction overhead equipment. The ladder trolleys shall not weigh more than 200kg and should be capable of being removed from the track easily and quickly. (vi) In order to minimize blocking of the track for work/material trains, the contractor shall consider the working conditions on the section and assess use of alternative method of construction on a part or whole of the work. He should submit clear proposal along with financial implication if any to the purchaser for such special method of saving of blocks that could be obtained along with reduction / redundancy of the facilities being provided by the Railway / IPRCL. (vii) The protection required for block working i.e. flagmen, flags etc. shall be provided by the contractor. Competency for the above shall, however, be given by the Railway authority. Protection of track by banner flags etc shall be done in accordance with General Rules of Indian Railway and Subsidiary Rules of the concerned zonal Railway where work is being carried out. Contractor shall provide Safety helmet, Safety belt and Safety Shoes to their staff while working at site. (viii) At stations, the Employer/Engineer after inspection of the OHE and after satisfying himself, shall permit the contractor to make proper isolation to electrically charge

	the line at 2.2 KV. The contractor shall protect the erected OHE from thefts and damages at his own cost unless provided otherwise. (ix) In case of theft/breakdown, the contractor shall restore the traffic in minimum possible time. Failure to do so shall attract suitable penalty.
2.4.7	**Provisional Acceptance**: i) Immediately after completion of works/such part of works, the Contractor shall certify and advise the Engineer in writing that the works are (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Engineer the required staff for checking it and putting it into operation. ii) The test or tests as stipulated in IPRCL/RVNL's Technical Specifications shall be carried out jointly by the Railway / Engineer and the contractor within a month after the receipt of the Contractor's notification as stated in sub-Para above. iii) The provisions contained in the sub clause 10 of GCC shall be followed for taking over of the installations. The PAC will be issued to the contractor only after successful charging of OHE/PSI/RRCS installations at 25KV.
2.4.8	**Use of Rejected/Sub Standard Items/ Equipment:** In the event of such rejection as aforesaid, the Engineer shall, without prejudice to his other rights and remedies and in particular without prejudice to his rights under the clause just preceding, be entitled to the use of the rejected/substandard equipment/item for a time reasonably sufficient to enable him to obtain other replacement. During such period, if the rejected/substandard equipment/item is used commercially the Contractor shall not be entitled to the payment on energisation until such rejected equipment is rectified and/or replaced, but the Engineer shall not be entitled to claim any damages arising out of rejected/ substandard equipment/item in respect of such period.
2.4.9	Guarantee (i) The Contractor shall guarantee satisfactory working of the equipments erected by him in installations, for a period of 24 (Twenty-Four) months OR as specified in RDSO specifications, whichever is more; from the date of commercial operation or from the date of Provisional Acceptance by the Engineer whichever is earlier. The guarantee for spares (if any) should be coincident with the guarantee for erected equipment. The provisions contained in the sub-clause 11. "Defects Liability" of GCC shall be followed for rectification of defects. (ii) During the defect liability period the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and / or defects in the equipment supplied by the Contractor. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer/Employer. (iii) During the defect liability period the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractor whether arising from faulty design, materials, workmanship or negligence in any manner on the part

	of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment and components detected during guarantee period, Contractor should replace all such items irrespective of the fact whether all such items have failed or not. The contractor shall bear the cost of repairs carried out on his behalf by the Engineer at site. In such a case, the Contractor shall be informed about the works proposed to be carried out by the Engineer/Employer. (iv) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the Para aforesaid then the provision of the said Para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Engineer or his nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period, the Engineer may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Engineer may have against the Contractor in respect of such defects or faults. (v) The repaired or renewed parts shall be delivered and erected on site free of charge to the satisfaction of Engineer/Employer.
2.4.10	**Accountal and disposal of released materials:** (i) The Contractor shall liaison with the Engineer to finalize the procedure for taking over of the whole or part of the section and for disposal of the released materials. If the OHE work involves modifications/alterations to the existing installations, a detailed foot by foot inspection of the proposed section shall be carried out jointly by the representatives of the contractor, Railway and Engineer and a record of inventory of existing materials shall be made. (ii) All released materials shall be handed over to the authorized Railway Representative through the Engineer at the nearest OHE/PSI depot or places nominated by Railway/IPRCL. (iii) The material released on account of modifications/alterations shall be accounted by the contractor in the presence of the Engineer and the Railway Representative, except for the material permitted to be re-used by the Engineer. For this material, only erection cost shall be paid, under the appropriate item of the Schedule. (iv) If any shortfall of released material is noticed at the time of completion of the work, the contractor shall be liable to pay for the shortfall as per the prevailing rates or the same shall be recovered from the final bill of the contractor as per the extant policy of IPRCL.
2.4.11	**<u>Contractor's Drawings etc:</u>** (i) Any calculations, designs, drawings, schedules information, data, progress charts etc. required by the Engineer in connection with the contract, shall be furnished by the contractor at his own expense. The contractor will be required to furnish designs and calculations etc. for basic designs and employment schedule. In case of new developments in designs, comments on Research Designs and Standards Organization (hereinafter called

	RDSO) basic drawings/designs/ employment schedules, will be submitted by the contractor to the Engineer. If the RDSO's/CORE drawings/designs/equipments are not revised, contractor need not submit drawings/designs/employment schedules to the Engineer. In the event of the contractor suggesting any alternation/deviation in standard drawing, he shall submit the retraced drawings with full clarifications and justifications of the change to the Engineer. The Engineer, if convinced of the need of the alteration, shall approach RDSO/ IPRCL for necessary approval. (ii)The contractor shall be solely responsible for the correctness of the positions, levels and dimension of the works according to approved drawings, notwithstanding that he may have been assisted by the Engineer or his men in setting out the same. (iii) If any dimension figured upon a drawing differs from that obtained by scaling the drawings the figured dimension should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Engineer and the discrepancy set right before execution. (iv) All design and drawings submitted by the contractor shall be based on a thorough study and shall be such that the contractor is satisfied about their suitability. The engineer's approval will be based on these considerations. Notwithstanding approval communicated by the Engineer, during the progress of the contract for designs and drawings prototype samples of components, materials, after erection and adjustment to installations, the ultimate responsibility for correct design and execution of work shall be rest with the contractor or unless the Engineer insists on adoptions of his own designs in site of the contractor not being agreeable to it. (v) The contractor shall be responsible for and shall bear and pay the costs for any alteration or works arising from any discrepancies, error or omissions in the design and drawings which have been approved by the engineer or not.
2.4.12	**Storage of materials:** (i) The contractor shall set up at least one depot for receiving and storing steel work and other materials and establish a workshop for small fabrication and assembly work, if necessary. The location of contractor's depot will be mutually agreed upon by the engineer and the contractor. The depot shall be far as possible be located such as to be accessible by road. Subject to availability, the employer shall offer open space for storage of materials, inside the railway/port premises at the site. In case the Employer is not in a position to provide the space, the contractor has to make his own arrangement at his cost. (ii) In case the depot is provided by the Employer, the Contractor shall hand over the same, cleared of all contractors' stores or refuge, within a period of 28days from the completion of work, unless otherwise agreed to by the Engineer. (iii) The contractor shall not be allowed to dig any wells on the railway/Siding owner land without specific permission in writing.
2.4.13	**Additions and Alterations to Erected Equipment:**

The Engineer may require additional installations or modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming within the purview of the contract has been put into commercial service. Further it may be necessary and expedient to energize overhead equipment, which has been completed and finally adjusted in portions in Yards. This will necessitate erection of new equipment in the vicinity of or adjoining energized equipment. In case the prices for such additional works or modifications are not covered by the schedule of prices and are such that either party considers additional prices for such works justified, such additional works or modification shall be carried out, only after the additional prices proposed by the contractor are accepted by the Engineer. In case additional installations or modifications are required to be carried out under this Para, the Engineer shall grant a reasonable extension of time, should it be necessary

2.4.14 **Procurement, storage and reconciliation of materials:**

Procurement of Electrical Items has to be planned by the contractor in consultation with the Engineer.

Procurement Plan should be prepared in such a manner that those materials which have a shelf life like rubber pads etc may be procured in a staggered manner so that the materials are used before its properties get modified with age. The procurement of materials shall be planned as per the milestone/key activities specified in pursuance to GCC clause 8.3. If the material/product does not remain of required specifications at the time of its actual use, the same will be replaced by the contractor with materials conforming to Specifications at his own cost.

The procurement of materials for the works by the contractor shall also be subject to the following:

(i) Procurement Schedule:

SN	Items	Schedule
2	Supply of items under Electrical BOQ	To be procured as per approved Drawings for Execution Work and Spare Items as per annexure-A of BOQ.

(ii) Based on the above schedule, the contractor shall prepare BOQ Schedule/Bill-wise procurement plan and submit a statement in the following format for the information of the Engineer and Employer:

Procurement Plan- Installment No.1				
BOQ Bill No:				
Item No.	Description	BOQ Quantity	Quantity planned for procurement	Justification for placing order for procurement (lead, likely month of execution/installation)

Certified that all efforts have been taken to ensure that the quantity of materials being planned for procurement is as per the BOQ and as per the requirement at the site based on approved drawing.

Contractor

In case the Engineer has some suggestion/observation the same should be conveyed back to the contractor within 7 working days from receipt of the procurement plan. In case no suggestion/observation is received by the contractor within 7 working days, the contractor shall place the orders as per plan submitted by him. If any suggestion/observation is received within 7 working days and the contractor does not agree with the suggestion/observations of the Engineer both of them should jointly discuss with the Employer (concerned GM/CPM) and resolve the matter within next 3 days.

(iii) Procurement of materials in subsequent instalments: For procurement of materials in subsequent installment(s), the contractor shall enclose along with his proposal, a review statement of consumption already made or likely to be made in respect of materials already procured in the following format:

Review of the materials procured up to Previous Installment					
BOQ Bill No:					
Item No.	Description	Quantity procured upto previous Installment	Quantity Consumed/ installed	Balance Quantity	Remark

Considering the consumption and further targets, second installment of materials may be procured

Contractor

2.4.15 **If the Contractor is required to purchase certain material(s) from firms in the approved list of RDSO/Zonal Railways /IPRCL, as per terms and conditions of the contract, then the**

	Contractor shall place orders accordingly on firms appearing in the approved list, as specified, on the date of placing the order and provide details of such orders placed to IPRCL. In case the contractor places an order on an approved firm, but the firm is subsequently de-listed before the supply is completed, then in such cases, if there are any outstanding orders on the de-listed firm, then wherever the balance delivery period is available , the extent of supply made by the firm within the original delivery period, shall be accepted provided it passes the inspection of RITES/RDSO/inspecting authority specified in the contract. If the de-listed firm fails to deliver the material within the original delivery period, no extension shall be granted by the Contractor to such firms after date of issue of de-listing order. In case where delivery period has expired, no extension shall be granted and all such orders shall be cancelled and a fresh purchase action should be taken.
2.4.16	The plant and materials etc. so procured for the works shall be properly stored on Site and protected against loss, damage or deterioration. For this purpose, the contractor shall make necessary arrangements of store godown/fenced area at site in Sidingnowner/Railway land as per directions of Engineer. In case the contract is terminated, the Employer shall have the right to take possession of the godown/store and reasonable cost of such store/godown shall be determined by the Engineer and included in the Final Payment Certificate.
2.4.17	**Reconciliation of materials**: After Completion of work, material reconciliation is to be taken up for the materials procured under the contract as well as materials issued free of cost by the Employer, and is to be completed within 3 months of commissioning of such section. Similarly, final reconciliation of material for the entire contract shall be taken up on commissioning of the last section under the contract and to be completed within 6 months of commissioning of last section. In case of failure to adhere to the time lines by either party, other party should bring it to the notice of defaulting party in writing under intimation to the Executive Director In-charge of the project. On receipt of such intimation the Project Head shall take appropriate action as deemed fit by him.
2.5	**CODES & SPECIFICATIONS** The works shall be carried out as per ACTM/Railway Guidelines, Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished and work performed or tested the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Engineer's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer's approval. In the event the Engineer determines that such proposed deviations do not ensure equal or higher quality, the Contractor shall comply with the standards specified in the documents.

	All goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract. (a) The Standard Specifications of Rail Vikas Nigam Limited and the list of codes and manuals given in the annexure thereof shall be prime governing. (b) Where there is conflict between provisions in IRS & IS specifications, provisions in IRS specifications shall prevail. (c) Where there is no provision of specifications in IRS, provisions in IS specifications should be adopted. Where there are no provisions in IRS and IS Specifications, provisions in IRC Specifications should be followed. (d) For items not covered in IRS/IS/IRC specifications, BS-5400 Part 1 to 10 may also be considered. (e) The decision of Engineer shall be final and binding in the interpretation of the clause of the codes of practice and specifications of this tender and no claim whatsoever shall be entertained on this account from the Contractor.
2.6	**Damages to property:** The contractor shall organize all his activities so as not to cause any damage to the property of CIL's Subsidiary Company/Port/Railway or that of other agencies or any third party. In spite of taking all precautions, in the unfortunate event of any damage to the property, then the contractor shall not only indemnify the Employer of the claims made by the affected parties but also settle the matters with the affected parties as per law. If the nature of damage is one of that affecting the train movements or causing a safety hazard to the public, then the situation will be treated as an emergency and the Engineer reserves the right to take all necessary steps as deemed necessary to restore train operations or to remove the hazardous situation or to mitigate the damage, at the risk and cost of the contractor.

Chapter – 3

3.0	**SITE FACILITIES FOR THE EMPLOYER AND THE ENGINEER**
3.1	Deleted.
3.2	**SITE OFFICES**
3.2.1	Deleted.
3.2.2	Deleted.
3.2.3	Deleted.
3.2.4	Deleted.
3.2.5	Deleted.
3.2.6	Deleted.
3.2.7	**Deleted.**
3.2.8	Deleted.

3.2.9	**Deleted.**
3.3	**FURNITURE AND OTHER OFFICE EQUIPMENT**
3.3.1	Deleted.
	Deleted.
3.4	**TRANSPORT : Deleted.**
3.4.1	Deleted.
3.4.2	Road Transport :
3.4.2.1	**Road Vehicle (4 wheeler)**
3.4.2.2	**Motor Bike : Deleted.**
3.4.3	**Number of Vehicles (4 wheelers) : Deleted.**
3.5	**OFFICE MAINTENANCE : Deleted.**
3.6	**Deleted.**
3.7	**Documentation** A complete set of documentation will be supplied with each System. The documentation should be self tutorial in nature and be readily understood by non-computer personnel. The following manuals will be supplied with the system: (a) Manual on how to operate the equipment; and (b) Manual on how to use the facilities and software provided by the supplier (including languages and utilities).
4.0	**SPECIFICATIONS**
4.1	**Standard Specifications for Materials and Works**
	If the BOQ items are from USSOR then contractor have to follow the specifications of USSOR and Items are from IPRCL SBOQ then contractor have to follow the specifications of IPRCL
5.0	**Personnel**
	The minimum number of personnel for the key positions with requisite qualification and experience as envisaged for maintenance of the work are as mentioned hereunder. However, the deployment of personnel shall be decided from time to time as per mutually agreed program. In order to achieve the desired progress as per mutually agreed program, the actual requirement of personnel over and above the minimum has to be assessed by the contractor and deployed accordingly.

S. No.	Position	Minimum No. of Personnel	Qualification	Minimum Experience In Similar Work [years]
1	Project Manager	1	Graduate/ Diploma in Electrical Engineering	10 years, out of which 3 years in-charge of Railway project (for Graduate). 16 years, out of which 3 years in-charge of Railway project (for Diploma).
2	Sr. Engineer for OHE	1	Degree/ Diploma in Electrical Engg. or a combination of basic streams of Electrical/ / Electronics Engg.	Experience in OHE 3 Years (for Graduate) 7 years for Diploma
3	Site Supervisors OHE	2	Minimum Diploma in Electrical or a combination of basic streams of Electrical/ / Electronics Engg.	5 years
4	Draftsman with knowledge of AutoCAD	1	Minimum Diploma in Electrical or a combination of basic streams of Electrical/ Mechanical/ Electronics Engg.	3 years
5	Technicians	As required.	As per requirement for the site work	Minimum 3 Years' experience in OHE Erection

	Note: 1. Project Manager is to be deployed within 30 days of issue of Letter of Acceptance. The program for deployment of other personnel shall be mutually decided, keeping in view the agreed program, and shall be conveyed by PMC/Employer. The personnel shall be deployed within 30 days of the stated requirement. In case of failure to deploy any personnel within 30 days of the stated requirement, a penalty shall be imposed for each day of delay as under: a. Rs 10000 per person per day for Project Manager. b. Rs 5000 per person per day for Sr. Engineers; c. Rs 3000 per person per day for other personnel. 2. On completion/likely completion of activities concerned to a particular personnel, demobilization of that personnel shall be requested by the Contractor at least 30 days in advance and demobilization shall be done with the approval of PMC/Employer only. In case demobilization is done without approval of PMC/Employer, the penalty mentioned in note (1) above, as relevant, shall be imposed for each day of absence of the personnel. 3. The professional qualification requirement can be relaxed by concerned Engineer on recommendation of the concerned JGM(Elect) in case of ex-Railwayman who has worked in Electrical Engineering department of Railway/PSU/IPRCL (Like RVNL/RITES/IRCON) in a position of Gazetted officer/Sr.Manager & above for Sr Engineer (OHE/GS)/ Junior Engineer/Sr. Technician or above for Supervisor (OHE) and has relevant experience not less than that prescribed for minimum professional qualification. 4. The The professional qualification requirement and experience requirement can be relaxed by concerned Engineer Incharge of the contract, if the contractor submits a request with the undertaking that the personnel being proposed is highly competent to perform the required functions and the Engineer incharge of the contract is satisfied that the proposed personnel is having enough experience and technical competence to perform the required functions. The performance of such personnel shall be reviewed by the concerned JGM in charge after a period of 3 months and in case performance is found satisfactory, the personnel may be allowed to continue or if the performance is found otherwise, the contractor shall be asked to replace the personnel within next one month.
6.0	**Equipment**
	No equipment will be provided by IPRCL. Contractor has arranged all equipment at its own cost during execution of work.
7.0	**Bid Drawings:-**

	For Drawings, Special feature of Project Area etc.: is available in IPRCL office at Mumbai.

8.0 Retractable Rigid Catenary System (RRCS) under RLS:

8.1 Objective –

a. To provide a solution for facilitating overhead loading under RLS in electrified territory.
b. To minimize the rake loading time and thereby improving wagon turnaround time.
c. To ensure safety of personnel involved in loading.
d. To optimize utilization and human intervention of the crew as well number ofoperating personnel.
e. To minimize damage to OHE during loading in RLS system.
f. Compliance of National Green tribunal (NGT) guidelines for minimizing pollutionduring loading.

8.2 Components of Retractable Rigid Catenary System (RRCS) Connecting Flexible/tensioned OHE (Conventional/tramway OHE) through Rigid Overhead Catenary System (ROCS):

a. Section Insulators for segregation purpose.
b. Double pole motorized isolators with earthing heel and suitable interlock with Retractable Rigid Conductor System (RRCS)'s operating system for the continuity of power as well as Single Pole motorized Isolators along with feeder (150 sq. mm copper feeder) for bypass supply (if necessary).
c. For movement of the pantograph from tensioned flexible (Conventional/tramway) OHE, as available on outside periphery of existing/upcoming RLS of siding to connect Retractable Rigid Catenary System (RRCS) through a 'Transition element' will be provided. This transition element (Rigid Overhead Catenary System – ROCS) will be of rigid type connecting flexible/tensioned OHE at one end and RRCS on the other end through male-female contact.
d. Un-Insulated Overlap between 'Transition element (Rigid Overhead Catenary System – ROCS) and Retractable Rigid Catenary System (RRCS) (covering the loading area).
e. Retractable Rigid Catenary System (RRCS) will have the following components:
    (i) Conductor rail (Aluminum alloy by extrusion moulding process of suitable length) assembly, it should be of suitable electrical and mechanical capacity equivalent to existing OHE in the siding & it should be suitable for holding contact wire as per RDSO specification (TI/IN/0041). Aluminum conductor rail section

shall be designed havingsuitable current carrying capacity with external OHE system. The aluminum conductor rail shall be suitable for 107 Sq. mm as availablein adjoining flexible OHE.

(ii) Rigid Rail shall be secured by protection cover of transparent polycarbonate halogen free material having V0 grade and shall be sealed from the end as well as middle in case of joint to avoid IP68 protection.

(iii) Copper Contact wire (107 sq. mm) as per latest RDSO specification- ETI/OHE/76(06/97 with A and C slip No. 1,3,4,5,6,7,8,9 and 10 orlatest).

(iv) Geared Motor swiveling Arm for holding Aluminum alloy conductor Railfor Retractable Rigid Catenary System (RRCS) with insulator of not lessthan 1050 CD composite for ESDD less than 0.3 mg/Sq. Cm for supporting conductor rail assembly. For higher ESDD, 1600 mm CD of composite type insulator to be used with approval of Client/PCEE. Geared motor shall be of 415 V, 50 Hz with suitable electro-mechanical operating capacity. Speed of RRCS movement in either direction shall not be more than 1 minute.

(v) Geared Motor unit(s) to facilitate rotation of the Retractable Rigid Catenary System (RRCS) swiveling arm assembly. The swiveling arms are the connection from a fixed attachment chair in the structure to the Rigid Catenary, also including a composite insulator. The rotation movement is made by a geared motor, equipped with a friction torque limiter. This electric geared motor is assembled on the fixation chair having a pinion and swiveling ring so that it can rotate smoothly resulting to least maintenance. The motor should be suitable to work in potentially dusty atmospheres and tropicalized environment unlike depots working under clean environment. A common frequency converter on the jibs arm is to be provided. The swiveling arm shall be of steel tube of as light as possible and painted with epoxy antirustprime layer covered with a second coat of lacquer.

(vi) Central control system (PLC with interlocking system-Supervisory PLC) to control the operation of geared motor assembly, Motorized Isolator and audio-visual existing signal at outside periphery, and existing RLS Panel, chute etc. It may include other controls as per the system requirement of the siding with provision of manual and centralized control system for synchronized operation in sequences.

(vii) Other parts of Electrical continuity system: Male-Female contact assembly in between ROCS and RRCS, Jumper, small parts etc.

(viii) Earthing and bonding: All metallic structures, OHE structures, Isolator with earthing heel, Earth continuity from the insulator to the Rail & Earth pit to be ensured as per Earthing & Bonding code. Track under the loading area shall be connected to the earth pit. An aerial protection cable (APC) will interconnect all Geared Motor Jib Arm together in order to guarantee equipotential on any point of Retractable Rigid Catenary System (RRCS), APC will be connected on each end to the RLS main earthing points.

(ix) Rotation of the swiveling Arm assembly should be more than 85° fromcenterline of structure supporting the jib arm to maintain safe electrical working clearance as well as less accumulation of dust.

(x) Contractor should have to provide earthing of all metallic parts of the loading equipment.

f. Design requirements: System shall have following design features:
   (i) Standard height of OHE shall be 5.6 m from rail top level.
   (ii) Electrical clearance from the live RRCS system and pantograph to the earthed structure shall be as large as possible (minimum value is specifiedin the IRSOD & ACTM) depending upon the site condition and as decided bythe EIG.

g. Portal, Structure, TTC etc. as structural supporting arrangement.
h. Civil foundation work related to this work if needed.
i. Caution board, electric engine stops board, number plates and its mounting arrangements. Caution board shall be suitably placed for all variation of electric locos in operation ensuring the placement of first wagon right below the nominated chute of RLS during loading.
j. Other related works – Electrification as required for RRCS, and it's PLC, provision of main LT panel for power supply, power supply to LT Panel, any modification work of existing OHE.

8.3 Safety Aspects:

a. For the safety of working personnel in loading area, audio-visual signal provided before energization of the loading area.
b. As the Coal Siding environment is very heavy dusty, so the electrical panel should be minimum IP54.
c. Geared motor swiveling arm operation is locked after moving the RRCS both in either position of parking and loading.
d. Loco will always operate with the rare pantograph in raised condition during movement.

e. Loco with raised pantograph in the overlap zone is not allowed during operation of isolator with earthing heel as per RDSO Guide line.
f. Loco shall be so placed ensuring placement of first empty wagon right below of dedicated chute for filling of wagon as per RDSO Guide line.
g. Commencement of loading shall be synchronized with the traversing mechanism of the chute. After completion of rake loading, the traversing chute will be retracted back automatically to parking position as per RDSO guide line
h. Isolator must be opened before rotating (retraction and traction) of Retractable Rigid Catenary System (RRCS) This operation shall be carried out automatically as per sequence of operation under control of Centralized PLC. Provision should also be considered in PLC to operate RRCS in sequence manually in case of emergency.
i. Suitable arrangement to prevent the falling of loading/foreign material on the RRCS should be ensured from existing RLS/Telescopic cum traversing Chute.

j. The normal position of the rotating type Retractable Rigid Catenary System (RRCS) should always be kept in position away from the track, i.e. not above the center of track. 'ON' position is desired only for passage of locomotive.

k. Protection of geared motor shall be suitable for tropicalized protection against dusty environment with minimum of IP 65 standard.
l. PLC panel shall be of IP 54 Standard.
m. All cables shall be of FRLS-ZH type.
n. Protective screen must be provided at suitable height of existing RLS floor and safety arrangement must be provided on the roof of control room for safety of maintenance personnel.
o. RRCS should be provided with proper dust cleaning arrangement (utility system) to avoid accumulation of dust as generated during every loading operation.
p. A provision shall be made in the control panel and centralized PLC for interfacing for Signaling and RLS system to make the whole operation automatic without adding any extra hardware and equipment.
q. Three phase UPS shall be provided for Power back-up in case of power failure, if power fails during RRCS movement.
r. CCTV with 30 days backup on SSD with latest 4 IP camera of minimum 2 MP shall be provided to record RRCS operation. Location of camera shall be decided at the time of project execution.
s. Control panel shall be provided with 4/5G SIM card to transfer the data to the server installed in the control room, if required.
t. Contractor has to pay data cost during defect liability period and also during AMC period.

8.4 Interlocking and Automation:

Following interlocks are proposed

1. The existing/upcoming Telescopic cum traverse chute and the Retractable Rigid Catenary System (RRCS) having geared motor swiveling arm

assembly shall have interlock arrangement through centralized PLC in such a fashion that when one is in operation the other can't change its position. Thus, operation of RLS chute and RRCS becomes automatic and will work in sequence. The same operational philosophy (sequence) will be followed if it is operated manually in case of emergency.

2. Interlocking between DP/SP isolator with earthing heel and by pass isolator as required as well as existing signaling (through axle counter sensor) on each of the loading line are also automatically controlled through Central Control PLC and also manually in case of emergency.

3. List is not exhaustive.

8.5 Indication:

Following indicators to be activated.

a. Indication for detecting that engine has reached the out haul section (Post loading line) away from overlapping zone of Retractable Rigid Catenary System (RRCS) and Rigid Overhead Catenary System (ROCS) so that the Retractable Rigid Catenary System (RRCS) can be withdrawn after opening out of concerned isolator. Placement of the first wagon right below the dedicated chute should be ensured for proper loading operation.
b. Audible Indication for detecting presence of engine within loading zone.
c. Existing/upcoming Signaling system (Dual aspect) at inhaul with red & Amber disposition (Pre loading line). Tenderer has to connect the existing signaling system connecting the existing double aspect signal. Siding owner will provide all details of existing signaling arrangement.
d. Geared motor is equipped with a friction Torque Limiter to protect any mechanical overload and can un-clutch the motor at any time. There is a sensor for "traction" and "retracted" position to sense rotation of the geared motor swivel arm assembly detecting the rotation angle of the related arm. Both under in rail ("traction") and

out rail ("retracted") condition.

8.6 The above system is broadly consisting following items and activities:-

1. Retractable Rigid Conductor System (RRCS) comprising of Aluminum Alloy conductor rail of suitable electrical and mechanical capacity equivalent to existing siding OHE. The cross sectional area of conductor rail shall be in the range of 2200 Sq.mm to 2281 Sq. mm as the OHE current carrying capacity is 600 A.
2. Rigid Overhead Conductor System (ROCS) comprising of Aluminum Alloy conductor rail connecting RRCS through male-female contact
3. Length of each conductor rail shall be tailor made and shall not be more than 12 Mtr.
4. Conductor rail RRCS/ROCS under RLS/surge hopper shall not have any joint.
5. The design of the system shall be such that the first wagon of the empty rake under loading shall be properly placed for loading with rear pantograph of the loco ensuring the placement of first wagon right below the nominated chute.
6. The motor capacity of geared motor arrangement shall be designed in such a way so that total power requirement of the system will be as low as possible with least OPEX consideration duly taking care of factor of safety
7. ROCS and RRCS shall both be non-tension type.
8. Section insulators of conventional type
9. Motorized double pole motorized isolators with earthing heels
10. Motorized single pole motorized isolators
11. Copper contact wire as per RDSO specification connecting the terminal existing OHE and ROCS,RRCS
12. Motor gear unit of RRCS to facilitate rotation of RRCS jib arm with insulator. The jib arm shall be capable of rotating in horizontal plane 85 Degree and above with respect to center line of track ensuring more safe working electrical clearance.
13. Necessary dust protection arrangement for avoiding the dust accumulation on Jib arm, Aluminum conductor section, contact wire and insulator of jib arm. Insulator shall be of composite type
14. Control system (supervisory centralized programmable logic control)shall control operation of gear motor of RRCS, motorized Isolators, existing Audio- Visual signals and other controls viz. synchronized working of existing RWLS (Rapid Wagon Loading System), existing S&T, movement of existing telescopic cum traversing chute etc.
15. Sliding Clamps
16. Existing S&T will be operated manually from RWLS operator PANEL in case of failure of automatic system.
17. Flexible OHE system not less than 25 Mtr. on either side from centre line of RLS with necessary structural supports with mounting arrangement of motorized isolators as necessary and associated modification of existing OHE installation. Contact wire height shall be 5.6 Mtr.- Battery limit of work
18. Portal, TTC, insert plates on existing RLS/Surge hopper RCC Columns/Structure etc. as structural supporting arrangement as required

19. Civil foundation work of related items within the battery limit
20. Caution Board, electric engine stop board, number plate and its mountings
21. Power supply arrangement from existing RLS/Surge hopper operator room to above panels
22. Protective screen and utility arrangement as necessary arrangement for dust protection on RRCS.
23. Commissioning spares
24. Training for thirty days for maximum of six personnel to be nominated by Client.
25. Submission of list of drawings and basic drawings with dimensional details and design calculation (soft copy)
26. Submission of as built drawing (soft copy), O&M Manual (soft copy), QAP (soft copy)
27. Customs duty, port clearance and inland transportation of imported component including transportation of indigenous component to site
28. Erection, testing and commissioning of integrated system including trial run and arrangement of hiring of tower wagon with fuel and crew except power block as required is in the scope of contractor, Electric loco and test wagon will be provided by IPRCL/Siding owner as may be required during commissioning of system.
29. Necessary submission of document, drawings as specified in RDSO Guide line for obtaining EIG Sanction
30. Inspection charges (if any including Third Party) shall be borne by Contractor.
31. Wind pressure 105 kgf/sqm.
32. IPRCL/Siding owner shall provide drawings related to existing RLS and its column design with existing OHE layout plan, signaling system, existing RWLS IOs of panel and sectioning diagram.

NOTE:-

- Bidder has to quote normal operational spares for Indigenous as well as imported component (as may be required for three years Annual Maintenance Contract-AMC) duly indicating item and quantity
- Bidder has to quote annual maintenance contract price for a period of three years without three years normal operational spares.
- Bidder has to arrange for site visit to see the manufacturing facilities as well as installation in operation anywhere in India and Abroad for a maximum of four officials to be nominated by MCL/IPRCL.
- Bidder has to ensure adequate qualified technician and helpers 24 hrs onsite for attention for the first 3 months to ensure smooth operation. For which, No extra payment will be done.
- The Bidder offered Cost includes 30 days training of 6 person to familiarize with the system at site. For which, No extra payment will be done.

8.7 Supervisory centralized programmable logic control (PLC) system shall be designed in such a way so that entire operation related to wagon loading along with RRCS will be controlled in sequence with interlocking facility automatically as per logic of operation. The PLC should have also the provision for controlling the sequential

operation manually from push button station. There shall be the provision for connecting the existing S&T system and interconnection with Audio/visual signal before energisation of loading area. The sequence of operation shall be as follows in brief:

- Both RRCS and Chute will remain in parking position normally before loading
- Empty rake with electric loco shall stop at entry point of loading area with rear pantograph in raised condition up to existing dual aspect stop signal, located before the entry side of RLS, glowing red. At the entry point, a sensor/indicator shall be provided
- Supervisor PLC will check the healthiness of loading system (i.e RRCS and chute are in parking position, RLS is fed with fresh weighed stock for loading, isolators are in open conditions etc.).
- Supervisor PLC will command the RRCS to move from parking to loading followed by closing of motorized isolators in sequence duly ensuring that the telescopic cum traversing chute is in parking position and locked. This will facilitate movement of electric loco on its own power.
- Retractable Rigid Catenary System (RRCS) of suitable length equipped with geared motor arrangement (will be installed in between two terminals of ROCS-Rigid overhead catenary system) connecting OHE through male-female contact provided at either end of RLS. RRCS has been designed suitable for rotation 85 Degree and above to ensure the safe electrical and working clearance (as much as possible) with proper periodic auto-dust cleaning/utility arrangement for every loading sequence. The system has to be designed considering all probable type of electric loco (WAG- 5,WAG-7,WAG-9,WAG-12) and it's combination (Single Loco, Double Loco and Multiple Loco) to ensure the placement of first wagon right below of the chute in operation for loading (as will be selected based on Loco arrival information). Accordingly, the sensor/indicator arrangement has to be decided.
- Loco will pass below the RLS with creep speed (i.e 0.8-1.2 Kmph) and will be stopped at the exit side of RLS under concerned electric engine stop board ensuring the placement of first wagon below the nominated chute. Stop board shall be so placed that it caters for different variants of electric loco and it's combination
- After passing of electric loco under the RRCS, the motorised isolator will be de-energised first to facilitate the sway back movement of RRCS in the same plane in offset condition ensuring free movement of Telescopic cum traversing chute
- Telescopic chute will traverse forward from parking to loading position for commencing loading of rake after lowering of the chute. The existing chute should be equipped with level sensor ensuring less spillage during loading operation. The loading will continue till the entire rake is loaded fully.
- Immediately, after completion of loading, Telescopic chute will retract and traverse back in parking position fully.
- RRCS & Telescopic chute will continue to be in the parking position till the next rake is approaching the loading point. The sequence of above mentioned operation will be repeated during next loading
- Anything required for completeness of the system, safe operation and less maintenance is required whether mentioned or not to be incorporated in the overall system proposed

8.8 MAIN CHARACTERISTICS OF RRCS (Retractable Rigid Catenary

System):-

1. Retractable Rigid Catenary System (RRCS) is made of several articulated fabricated steel tube jib arms.
2. The jib arms equipped with Geared Motor which is mounted from a fixed attachment chair with the structure. Jib arm is connecting the Aluminium Alloy conductor rail holding copper contact wire through composite insulator and clamp.
3. The rotation of Jib Arm is made by a geared motor, equipped with a friction torque limiter. This electric geared motor is assembled having the fixation chair, pinion, swiveling ring (slew ring integrates bearings protected by a lip seal) etc.
4. The motor to be adopted shall be of fire proof (coal hazards) IP-65, dusty atmospheres and tropicalized. To avoid oscillation movements, the retractable catenary (RRCS) has a variable speed rotation movement. A frequency converter to be provided on the jibs arm.
   Each section of the retractable catenary is equipped with two detectors, one to validate the TRACTION position, the other validating the RETRACTED position. This information is grouped together in a terminal of the main cabinet so it can be processed by the system managing the safety of interlocking.
5. Tenderer to furnish the functions of individual component, characteristics, technical data etc. for appreciation and evaluation. The time required for retraction or traction shall be less than one minute preferably. It is to be ensured that the system permits loading of each wagon spillage free and less than one-minute time depending on the creep speed.
6. All safety measures including bonding and earthing shall be strictly followed in pursuance of ACTM and also APC (Arial Protection cable) to be provided.
7. Entire system shall be as light as possible to minimize the power consumption/load on the columns etc. resulting to lesser operational expenditure (OPEX) of siding.
8. Aluminum conductor rail shall have facility to hold 107 Sq. mm copper contact wire to RDSO Specification

8.9 CENTRALISED PROGRAMMABLE LOGIC CONTROL SYSTEM (PLC)-SUPERVISORY PLC (COMPONENT OF PLC)

Technical Details

There will be a single controller for the above-mentioned System and will have

- Compact Logix Platform
- 1 MB Memory
- There will be a PLC cum IO panel for the above-mentioned system.

There will be a composite PLC cum IO panel for the above-mentioned sections L2 & L3 Engineering and SCADA

The Control & Visibility system responsible for the Plant Monitoring with control will have:

- A common Factory Talk View SCADA Runtime License with Unlimited Tag Support.

The Factory Talk View SCADA supports the following key features:

- Unlimited Tag Support
- Role Based Authentication for both the Server and the Web Client
- Device Level Alarms
- Built-in Alarms and Events Server
- Inbuilt SOE
- Default Data Logging Options
- Integration with Reporting Software
- Notifications and Alerts through SMS and e-mail

Networking & Security

Network & Security is pivotal to a Robust and Efficient SCADA Infrastructure. The design considers the following key elements for the same

- A Seamless IP Network throughout the Plant
- Connection with SAP & data transfer based on existing Reports & API IP Everywhere Architecture With Ethernet based IP Everywhere Architecture, all network capabilities such as motion, time synchronization, control systems, process instrumentation, and safety are available on a common network infrastructure. The architecture has the following benefits:
- Ease of secured access to all devices to carry out:
  - Remote monitoring
  - Remote Troubleshooting & Maintenance
  - Remote Programming
  - Remote Calibration of the connected instruments

- Centralised Configuration
- Option for Seamless Integration with Enterprise IT systems such as ERP, email, SCM etc
- Better & Accurate Response with Load Cell Controllers, MFMs, Weighing Modules etc that will be connected on the same seamless Ethernet/IP/Modbus TCP/IP Network.

Additional Points

- Bidder to indicate the motor power of each motor involved under RRCS, PLC and as a whole the total power requirement under each system. The total power requirement of complete system shall be considered as performance guarantee parameter and evaluation.
- Bidder shall have electrical license for high voltage (33 KV and above) system.
- Contact wire, isolator, section insulator and insulators as required for flexible OHE together with post insulators for motorized isolators shall be as per RDSO specification and procured through RDSO approved vendors.
- All necessary components and it's specification, assembly drawings, power supply system, GA drawings, layout plan etc. to be furnished by successful tenderer
- Other than general requirement as mentioned above, following details are required to be furnished by the Bidder in the offer:-
  1. Standby power supply for control system to be arranged by contractor ensuring uninterrupted supply at operator room for operation of system.
  2. Pollution degree for component

3. Fire retardant class of cables shall be of FRLS-ZH
4. Schedule of type test for component and assembly
5. Electrical and mechanical clearance of the system
6. Protective system for safety of operation and personnel
7. Dust protection system
8. Contact wire, isolator, section insulator shall be as per RDSO latest specification and procured through RDSO latest approved vendors.

8.10 Technical Documentation: As per RDSO Technical instruction No. TI/IN/0041 or latest.

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INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

Section 6

General Conditions of Contract

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General Conditions

1.0 **General Provisions**		
1.1 **Definitions**		In the Conditions of Contract ("these Conditions"), which include Special Conditions of Contract, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
1.1.1 **The Contract**	1.1.1.1	"**Contract**" means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
	1.1.1.2	"**Contract Agreement"** means the contract agreement (*if any*) **referred** to in Sub-Clause 1.6 [Contract Agreement].
	1.1.1.3	**"Letter of Acceptance**" means the letter of formal acceptance, signed by the Employer, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
	1.1.1.4	**"Letter of Bid"** means the document entitled letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
	1.1.1.5	**"Specification**" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
	1.1.1.6	**"Drawings"** means the drawings of the Works, as included in the **Contract**, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
	1.1.1.7	**"Schedules"** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

	1.1.1.8	**"Bid/Tender"** means the Letter of Technical Bid **and**Letter of Price Bid and all other documents which the Contractor submitted with the Letter of Technical Bid and Letter of Price Bid , as included in the Contract.
	1.1.1.9	**"Bill of Quantities"** and **"Daywork Schedule**" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules.
	1.1.1.10	**"Contract Data"** means the pages completed by the Employer entitled contract data which constitute Part A of the Special Conditions of Contract.
	1.1.1.11	**"Employer's Requirements"** means the document entitled 'Employer's Requirements' as part of Works Requirements and as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the works.
1.1.2 Parties and Persons	1.1.2.1	**"Party"** means the Employer or the Contractor, as the context requires
	1.1.2.2	**"Employer"** means the person named as employer in the Contract Data and the legal successors in title to this person.
	1.1.2.3	**"Contractor"** means the person(s) named as contractor in the Letter of Bid accepted by the Employer and the legal successors in title to this person(s).
	1.1.2.4	**"Engineer"** means the person nominated by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer]. The person nominated to act as an engineer may be an employee of Indian Port Rail and Ropeway Corporation Ltd (IPRCL) or an employee of a Project Management Consultancy firm engaged by IPRCL for project management as per the discretion of the Employer.
	1.1.2.5	"Contractor's **Representative"** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.

	1.1.2.6	"Employer's **Representative"** means the person named by the Employer in the Contract or appointed from time to time by the Employer who acts on behalf of the Employer.
	1.1.2.7	**"Employer's Personnel"** means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
	1.1.2.8	**"Contractor's Personnel"** means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
	1.1.2.9	**"**Subcontractor**"** means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
1.1.3 **Dates, Tests, Periods and Completion**	1.1.3.1	**"Base Date"** means the date 28 days prior to the deadline for submission of bids
	1.1.3.2	**"**Commencement **Date**" means the date notified under Sub-Clause 8.1 [Commencement of Works].
	1.1.3.3	**"Time for Completion"** means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.
	1.1.3.4	**"Tests on Completion"** means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
	1.1.3.5	**"Taking-Over Certificate"** means a certificate issued under Clause 10 [Employer's Taking Over].
	1.1.3.6	**"Tests after Completion"** means the tests (if any) which are specified in the Contract and which are carried out in

		accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.
	1.1.3.7	**"Defects Notification Period"** means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], as stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
	1.1.3.8	**"Performance Certificate"** means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
	1.1.3.9	"**Day"** means any (working or non-working) calendar day from 00:00 hrs. to 24:00 hrs.
	1.1.3.10	**"Months"** means any calendar month of the Gregorian calendar year.
	1.1.3.11	**"Year"** means 365 days
	1.1.3.12	"**Time** Periods" Any reference to time period commencing "from" the specified day or date "till" or "until" a specified day shall include both such days.
	1.1.3.13	Any reference to **"Time"** shall be according to Indian Standard Time (IST).
1.1.4 **Money and Payments**	1.1.4.1	"**Accepted Contract Amount"** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects. In the Letter of Acceptance, the Accepted Contract Amount shall have two components i.e. (i) the base amount excluding GST (ii) GST component (calculated at the rate for works contract service as per GST Laws).
	1.1.4.2	**"Contract Price"** means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.
	1.1.4.3	**"Cost"** means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
	1.1.4.4	**"Final** Payment **Certificate"** means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

	1.1.4.5	**"Final Statement"** means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].
	1.1.4.6	**"Foreign Currency"** means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
	1.1.4.7	**"Interim Payment Certificate**" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.
	1.1.4.8	**"Local Currency"** means the currency in Indian Rupees.
	1.1.4.9	**"Payment Certificate"** means a payment certificate issued under Clause 14 [Contract Price and Payment].
	1.1.4.10	**"Provisional Sum"** means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].
	1.1.4.11	**"Retention Money"** means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].
	1.1.4.12	**"Statement"** means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.
1.1.5 Works and Goods	1.1.5.1	**"Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
	1.1.5.2	**"Goods"** means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
	1.1.5.3	**"Materials"** means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
	1.1.5.4	**"Permanent Works"** means the permanent works to be executed by the Contractor under the Contract.

	1.1.5.5	**"Plant"** means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.
	1.1.5.6	**"Section"** means a part of the Works specified in the Contract Data as a Section (if any).
	1.1.5.7	**"Temporary Works"** means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
	1.1.5.8	**"Works"** mean the Permanent Works and the Temporary Works, or either of them as appropriate.
1.1.6 Other Definitions	1.1.6.1	**"Contractor's** Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract
	1.1.6.2	**"Country"** means India, the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
	1.1.6.3	**"Employer's Equipment"** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.
	1.1.6.4	**"Force Majeure"** is defined in Clause 19 [Force Majeure].
	1.1.6.5	**"Laws"** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
	1.1.6.6	**"Performance Security"** means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].
	1.1.6.7	**"Site"** means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
	1.1.6.8	**"Unforeseeable"** means not reasonably foreseeable and against which adequate preventive precautions could not reasonably be taken by an experienced contractor by the date for submission of the Bid.

	1.1.6.9	**"Variation"** means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].
	1.1.6.10	**"Railway"** means a railway, or any portion of a railway for public carriage of passengers and goods as defined in the Railways ACT 1989. Any reference to railway means the Indian Railways and the respective Zonal Railway
1.2 **Interpretation**		In the Contract, except where the context requires otherwise: (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word "agree," "agreed" or "agreement" require the agreement to be recorded in writing; (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents" The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions. In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.
1.3 **communications**		Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be: (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However: (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

	(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.
1.4 **Law and Language**	The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data. The ruling language of the Contract shall be that stated in the Contract Data. The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.
1.5 **Priority of Documents**	The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (a) the Contract Agreement (if any), (b) the Letter of Acceptance, (c) the Letter of bid, (d) Special Conditions of Contract: (i) Part A – Contract Data (ii) Part B - Specific Provisions (e) the General Conditions of Contract (f) the Schedules (including Priced Bill of Quantities), (g) Specification, (h) the Drawings, (i) Works Requirements, (i) Employers Requirements (ii) Safety Requirements, and (j) any other documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.6 Contract Agreement	The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions of Contract. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
1.7 Assignment	Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party: (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
1.8 Care and Supply of Documents	The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor. Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents. The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times. If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
1.9 Delayed Drawings or Instructions	The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the

	nature and amount of the delay or disruption likely to be suffered if it is late. If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to 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. After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.
1.10 Employer's Use of Contractor's Documents	As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall: (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

	The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.
1.11 Contractor's Use of Employer's Documents	As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
1.12 Confidential Details	The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance with the Contract. The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out the Contractor's obligations under the Contract or to comply with applicable Laws. The Contractor shall not publish or disclose any particulars of the Works without the previous agreement of the Employer. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
1.13 Compliance with Laws	The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract: (a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

1.14 Joint and Several Liability	the Contractor constitutes (under applicable Laws) a joint venture of two or more persons/firms: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer. (d) In the event of default by any partner of joint venture, on or after achieving 25% of the financial progress (excluding advance if any) the lead partner or remaining partner(s), in case the defaulting partner is the lead partner, shall notify the Employer within twenty eight (28) days of the occurrence and within Fifty six (56) days of the said notification, the lead partner or remaining partner(s), who are not the defaulting partner, shall assign the works of the defaulting partner, to equally competent party with prior consent of the Employer. For this purpose the term "equally competent party" shall mean as under: "The new JV partner replacing the defaulting partner should meet the EQC requirement of package/combination of packages which was met by the defaulting partner on the basis of which the original tender was awarded." The replacement of any defaulting partner, with the new partner shall be subject to the condition that the new partner has to submit additional performance security equal to 10% of balance cost of work of the JV partner being replaced. The performance security submitted by the defaulting partner shall also continue with IPRCL till satisfactory completion of the work. (e) Notwithstanding the consent of the Employer for change in composition or legal status of the joint venture the partners shall continue to be jointly and severally liable to the Employer. (f) The joint venture shall enter into a joint venture agreement incorporating the provisions of sub-paras (a) to (e) based upon the form annexed to the Conditions of Contract. The JV agreement shall indicate precisely the specific role of all members of the JV in respect of planning, design, construction equipment, key personnel, work execution,

	and financing of the project. The authority to sign the agreement shall be evidenced by approved legal instruments. Notwithstanding the contents of the sub-clauses above, if the performance of any JV partner is not found satisfactory by the Employer, in respect of the responsibilities assigned to him as per JV agreement which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV as the case may be from participating in any IPRCL tender from the date of issue of notice of default.
1.15 Inspections by the Employer	The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Site and/or the Contractor's records relating to the performance of the Contract.
2.0 The Employer	
2.1 Right of Access to the Site	The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received. If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as may be required to enable the Contractor to proceed in accordance with the programme submitted under Sub-Clause 8.3 [Programme]. If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled 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.

	After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.
2.2 Permits, Licenses or Approvals	The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor: (a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and (b) for the Contractor's applications for any permits, licences or approvals required by the Laws of the Country: (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractor's Equipment when it is removed from the Site
2.3 Employer's Personnel	The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site: (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].
2.4 Employer's Financial Arrangements	The Employer has sourced the funds to finance the project.
2.5 Employer's Claims	If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19

	[Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor. The notice shall be given as soon as practicable after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period. The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period]. This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.
3.0 The Engineer	
3.1 Engineer's Duties and Authority	The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties. The Engineer shall have no authority to amend the Contract. The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. However, the Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions: (a) Sub-Clause 4.12-Unforeseeable Physical Conditions: Agreeing or determining an extension of time and/or additional cost. (b) Sub-Clause 8.4-Extension of Time for Completion: Agreeing or determining extension of time.

	(c) Sub-Clause 11.9-Performance Certificate: Issue of Performance Certificate. (d) Sub-Clause 13.1-Instructing a Variation: Except, (i) in an emergency situation as determined by the Engineer and as amplified in sub-paras (g) and (h) below, or (ii) for other situations, if the variation in quantity of any item does not exceed 25% of the stipulated quantity in the agreement, the variation in quantity in such item does not result in increase in excess of 0.1% of contract price and variation in quantity in such item does not result in cumulative variation in contract price in excess of 2%. (e) Sub-Clause 13.3-Variation Procedure: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2. (f) Sub-Clause 13.4-Payment in applicable Currencies: Specifying the amount payable in each of the applicable currencies for a Variation. (g) Clause 20.1: Contractor Claims for extension of time and/or additional payment. (h) Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer. (i) In case the emergency mentioned in above Sub Paras occurs on account of failure of Contractor, by way of not adhering to the approved scheme of work or not taking adequate safety precautions or by any other reason attributable to the contractor, then no additional amounts shall be paid to the Contractor for attending to such emergencies and the Contractor shall be liable for Employer's claims". (j) Sub-clause 4.4 regarding deployment of Sub-Contractors.

3.2 Delegation by the Engineer	The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations]. Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However: (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials; (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.
3.3 Instructions of the Engineer	The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply. The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant, (a) gives an oral instruction and

	(b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, (d) then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).
3.4 Replacement of the Engineer	Notwithstanding Sub-Clause 3.1, if the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the replacement Engineer.
3.5 Determinations	Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].
4.0 The Contractor	
4.1 Contractor's General Obligations	The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works. The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects. All equipment, and material, to be incorporated in or required for the Works shall be procured from approved sources as stipulated in the Contract. The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the

	Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works. The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer. On completion of the works, the contractor shall arrange to furnish to the Employer two (2) bound sets of all "As Built" drawings for every component of the Works at his own cost, all such copies being on Polyester film of quality to be approved by the Engineer or his Representative. The Taking – over Certificate of the Works, as per the provisions of Clause 10.1 herein, shall not be issued by the Engineer in the event of the Contractor's failure to furnish the aforesaid "As Built" drawings for the entire works. If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract; (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs; (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking

	Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.
4.2 Performance Security	The Contractor shall obtain (at his cost) a Performance Security and an additional Performance Security, if any in terms of ITB 35.5, for proper performance of the contract, for the amount, currencies and validity period for Performance Security stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. The Contractor shall deliver the Performance Security and additional Performance Security, if any, to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form as given in Section 8 (Contract Forms) or in another form specifically approved by the Employer. The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms: An unconditional Bank guarantee in the prescribed format; or A Cashier's or Banker's certified cheque drawn on a Scheduled / Nationalized Bank in India in favour of "Indian Port Rail & Ropeway Corporation Limited" payable at Mumbai, The bank guarantee shall be from : (i) a Public Sector Bank in India, or (ii) a Private Sector Bank in India, having a Networth not less than Rs.10,000/- crore In case the contractor is a JV;"the Performance Security/additional Performance Security, if any in terms of ITB 35.5, shall be submitted by each JV Partner separately on behalf of the JV in favour of IPRCL in proportion of their respective percentage share specified in the JV Agreement. The additional Performance Security shall be submitted by the partner(s) responsible for execution of schedule(s) (as per JV agreement) against which additional Performance Security is required to be submitted in terms of ITB 35.5. However, Submission of Performance Guarantee Security by individual partners on behalf of the JV shall in no way dilute their Joint & Several responsibility. The Employer shall be entitled to recover the amount of Bank Guarantees individually and all the Partners jointly at its discretion." The Contractor shall ensure that the Performance Security/additional Performance Security is valid and

	enforceable until the Contractor has executed and completed the Works and remedied defects, if any. If the contractor does not complete the work for any reasons whatsoever, the terms of the Performance Security/ additional Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall be bound to extend the validity of the Performance Security/additional Performance Security until the Works have been completed and any defects have been remedied. The Guarantees shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate or passing of the final payment certificate whichever is later. However, on completion of specified works/section(s) and successful passage of defect liability period for such section(s) along with execution of any leftover works at the time of completion of such section(s), the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data subject to the condition that Engineer certifies that no recoveries are pending in the contract. In case Engineer points out amount to be recovered then the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data minus the amount to be recovered. However, the Employer shall return additional Performance Security submitted in terms of ITB 35.5 as per the following; (a) If the contractor submits an application stating that all the works against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5 have been completed in all respect, then the Employer, on being satisfied with the claim of the contractor, shall return the full additional Performance Security against the particular schedule(s). Decision of the Employer regarding completion of works against a particular schedule/bill shall be final and binding on the contractor. (b) If the contractor submits an application stating that majority of the works (physical progress being not less than 90%) against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5 have been completed and execution of balance works is held up for reasons not attributable to the Contractor, then the Employer, on being satisfied with the claim of the contractor, shall

	return 75% of the amount of additional Performance Security against the particular schedule(s). The balance amount of additional Performance Security shall however be returned only after completion of the works against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5, in all respects to the satisfaction of the Employer. Decision of the Employer regarding completion of works against a particular schedule/bill shall be final and binding on the contractor. Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly submit Performance Guarantee @ specified in the contract data of the increased amount over the original contract price in a specific currency. On the other hand if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ specified in the contract data of the decrease in contract price from the original contract price in a specific currency shall be returned to the contractor, on his request. Wherever the contract is terminated under Clause 15.2, the Performance Guarantee shall be encashed by the Employer: i) taken in terms of sub clause 35.5 of ITB and not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; Or ii) at the discretion of the Employer it may be encashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs i.e P=(A x B)÷C where P=Proportionate Bank Guarantee Amount. A=Contract price of the particular bill/schedule to which the terminated part of work belongs. B=Performance Guarantee amount in terms of GCC sub clause 4.2. C=Total Contract price.

	Plus additional performance Guarantee amount, if any, taken in terms of sub clause 35.5 of ITB and not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to which the terminated part of the work belongs, in case of termination in part/parts. The balance work should be got done separately, and independently by IPRCL without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm. In case the contractor fails to perform the contract or any JV partner fails to perform its obligations under the JV agreement, which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV, as the case may be, from participating in any IPRCL tender from the date of issue of notice of default. The relevant performance security including additional performance security, if any, in terms of sub clauses 35.5 of ITB submitted by the Contractor or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.
4.3 Contractor's Representative	The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary, including financial powers, to act on the Contractor's behalf under the Contract. Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment. The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

	The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly. The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer]. The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.
4.4Sub-contractors	The Contractor shall not subcontract the whole of the Works. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employee, as if they were the acts or defaults of the contractor. (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract or as specifically provided in the Contract data or value of any sub-contract for Works, or the aggregate value of such sub-contracts with any Subcontractor, does not exceed 5% (five per cent) of the Contract Price provided that such works are not for the key activities in terms of clause 2.6 of section 3 (Evaluation and Qualification Criteria) which are to be executed by specialist subcontractor (s). (b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors and/or suppliers. While submitting his proposal in this regard, the Contractor shall ensure that;

	(i) total value of Works requiring such consent for subcontracting shall not be more than 70% (seventy per cent) of the Contract Price; (ii) the proposed subcontractor must have executed woks of 40% of value of the proposed subcontract through a single contract during last seven years; and (iii) No banning/blacklisting/declaration as poor performer by IPRCL/MoPSW is in force on the proposed subcontractor (on the date of grant of consent by the Engineer); (iv) No contract of the proposed subcontractor has been terminated by IPRCL during the last two years (to be reckoned from the date of grant of consent by the Engineer); (v) the Contractor shall submit the proposal for subcontracting with the name, particulars and the relevant experience of the proposed subcontractor (c) the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer]; and (e) On getting consent from the Engineer, the Contractor shall provide to the Engineer copy of the agreement entered with such subcontractor. The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor. Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors. The Contractor shall endeavour to resolve all matters and payments amicably and speedily with the sub-contractors. The Contractor shall indemnify and hold the Employer harmless against and from any claim of subcontractors or suppliers of the materials.

	The Contractor shall release payment to the Sub-contractors/Suppliers promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractors/Suppliers, so that the execution of work is not affected in any manner whatsoever. In case a Sub-contractor/Supplier represents to the Engineer in writing with supporting documents, stating that he has not received payment due as per the agreement/work or purchase order for the works executed by such Sub-contractor or supplies made by such Supplier, which have been covered in previous Payment Certificates and the Engineer finds such representation having merit, the Engineer, before issuing next Payment Certificate, may forward a copy of the representation to the Contractor requesting the Contractor to supply reasonable evidence that the amount stated to be outstanding by the Sub-contractor/Supplier for the works executed or supplies made, which have been covered in previous Payment Certificates has been paid and if not, why the same is not payable. The Engineer may recommend to make payment to the Sub-Contractor/Supplier unless the Contractor submits reasonable evidence to the Engineer:- (i) that the amount claimed has been paid, or (ii) satisfying the Engineer in writing that the Contractor is entitled to withhold or that the amount is not payable. On the recommendation of the Engineer, the Employer may (at his sole discretion) directly pay to the Sub-contractor/Supplier the amount due for and on behalf of the Contractor, part or all of such amounts previously certified (less applicable deductions) as are found due to the Sub-contractor/Supplier by the Engineer. The Employer shall adjust the amount paid directly to the Sub-contractor/Supplier from any amount due by it to the Contractor. The Contractor shall repay the amount, in case no amount is found due by the Employer to the Contractor. That the payment by Employer, on behalf of the Contractor to its Sub-contractor/Supplier, shall not alter any terms of agreement between the Employer and the Contractor and nor the same shall result in any privity of contract between the Employer and the Sub-contractor/Supplier.

4.5 Assignment of Benefit of Subcontract	If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.
4.6 Co-operation	The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to: (a) the Employer's Personnel, (b) any other contractors employed by the Employer, and (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.
4.7 Setting Out	The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the works, notifying the Engineer within 28 days of the date of commencement In the event of such discrepancy arising during the course of the work, for which Employer's documents are handed over after the date of commencement, the contractor shall seek clarifications within 14 days of receipt of such documents The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall

		use reasonable efforts to verify their accuracy before they are used. Contractor shall promptly notify the Employer and the Engineer of any error, omission, fault, or any other defect in the design, drawing or specifications for the works, which he discovers when reviewing the Contract Documents, and in the process of execution of the Works. The contractor shall be responsible to ensure correlation in various drawings and bill of quantities, before commencement and execution of work. In case of any discrepancy the contractor shall bring it to notice of the Engineer for clarification within 28 days of the issue of Letter of Acceptance. In the event of such discrepancy arising during the course of the work, for which drawings are given after the date of issue of Letter of Acceptance, the contractor shall seek clarifications within 14 days of receipt of such drawings.
4.8 Safety Procedures		The Contractor shall follow the provisions laid down in Annexure 1 to Section 7 (Special Conditions of Contract), Chapter 1. (Safety and Security) of Section 5 (Works/Employers Requirements) and shall: (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
	4.8.1	Notwithstanding with any other provision, the Contractor shall have to pay penalty for damage to Railway cable in terms of clause C 15 of the JPO as given in para 1.2 of Chapter 1. (Safety and Security) of Section 5 (Works/Employers Requirements) and shall also indemnify the Employer against any losses, damages to property or life in terms of para 1.11 and 1.12 of the chapter 1. (Safety and Security) of Section 5 (Works/Employers Requirements).

4.9 Quality Assurance	The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system. Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract
4.10 Site Data	The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects/ . The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data. To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation): (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the Laws, procedures and labour practices of the Country, and (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

	(f) Data made available by the Employer in accordance with the preceding paragraph shall be deemed to include data listed elsewhere in the contract as open for inspection at the address stipulated in the Contract
4.11 Sufficiency of the Accepted Contract Amount	The Contractor shall be deemed to: (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data]. Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.
4.12 Unforeseeable Physical Conditions	In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions. If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable. This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply. If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 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.

	After receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent. However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Bid. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price. The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Bid, which may be made available by the Contractor, but shall not be bound by any such evidence.
4.13 Rights of Way and Facilities	The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works. In case any operation connected with traffic necessitates diversion, obstruction or closure of any road, railway or any other right of way, the approval of the Engineer and the concerned authorities shall be obtained well in advance by the Contractor. Provided that if it is found necessary for the Contractor to move one or more loads of heavy constructional plants and equipment, materials or Pre-constructed units or parts of units of work over roads, highways, bridges on which such oversized and overweight items that are not normally to be moved, the contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection or strengthening of the roads, highways or bridges

	shall be made by the contractor and such expenses shall be deemed to be included in his quoted contract price.
4.14 Avoidance of Interference	The Contractor shall not interfere unnecessarily or improperly with: (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others or (c) Passenger amenities at stations and station platforms. The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.
4.15 Access Route	The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions: (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route; (d) the Employer does not guarantee the suitability or availability of particular access routes; and (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
4.16 Transport of Goods	Unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;

	(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.
4.17 Contractor's Equipment	The Contractor shall be responsible for all Contractors' Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site. In the event of Contractor imports any equipment the following shall apply" : **(a) Custom Clearance:** The Employer will assist the contractor, when required by furnishing letters of recommendation for obtaining expeditious clearance through customs of constructional plants, material and other things required for the works and then for re-export, if any. The following publications, may be referred to by the contractor for guidance about custom regulations etc : (i) Import & export policy, together with amendments, if any, published by Govt. of India, Ministry of Commerce.. (j) Hand Book of Procedures, together with amendments, if any, Volume 1 and 2 published by Ministry of Commerce. (iii) Customs Tariff, together with amendments, if any published by Central Customs. The Contractor shall be responsible to follow the latest rules and regulations without any liability of the Employer. **b) Re-export of contractors equipment:** The contractor shall obtain all the relevant information regarding procedure for the import and subsequent re-export of his equipment and materials from the Chief Controller of Imports and Exports, New Delhi, and shall inform himself and keep himself informed on the details of custom charges and draw-back regulations as applicable to the

	items of Constructional plant. The contractor shall provide the necessary guarantee/bonds where these are required by the customs notwithstanding that import licenses may be granted in the name of Employer. **(c)** Notwithstanding the provisions mentioned above, Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes, which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and **callable** in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the **bond** or bank guarantee endorsed by the custom authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, Contractor shall prepare for approval by the customs authority the authorities, an assessment of the residual value of the Contractor's Equipment and spare parts to be exported based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the contractor's equipment and spare parts to be exported and (b) on the initial imported value that contractor's equipments and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining in the Country. **(d)** **Conditions of hire of the contractor's equipment:** A certified copy of the agreement in respect of any item of Equipment held by contractor under any agreement for hire or hire purchase thereof, shall be supplied to the Engineer/Employer."

4.18 Protection of the Environment	The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.
4.19 Electricity, Water and Gas	The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require. The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed. The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.
4.20 Employer's Equipment and Free-Issue Material	The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification: (a) the Employer shall be responsible for the Employer's Equipment, except that (b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it. The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer. The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Contract data. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall

	promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default. In case materials are handed over, in accordance with the procedure prescribed by the Engineer, after proper measurement and accounted for, the contractor shall be solely liable for any shortage, damage, defect or default in such material, and shall indemnify the Employer until the final accountal of materials is made by the Contractor on completion of the work.
4.21 Progress Reports	Unless otherwise stated in the Special Conditions of Contract, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include: i. charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]), ii. photographs showing the status of manufacture and of progress on the Site; iii. for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: (i) commencement of manufacture, (ii) Contractor's inspections, (iii) tests, and (iv) shipment and arrival at the Site; iv. the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];

	v. copies of quality assurance documents, test results and certificates of Materials; vi. list of notices given under Sub-Clause 2.5 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims]; vii. safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and comparisons of actual and planned progress of all activities, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
4.22 Security of the Site	Unless otherwise stated in the Special Conditions of Contract: (a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and (b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other contractors on the Site.
4.23 Contractor's Operations on Site	The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land. During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required. Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfill obligations under the Contract.

4.24 Fossils	All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings. The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 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. After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
5. Nominated Subcontractors	
5.1 Definition of nominated Subcontractor	In the Contract, "nominated Subcontractor" means a Subcontractor: (a) who is stated in the Contract as being a nominated Subcontractor, or (b) Whom the contractor employs with the prior approval of employer as specialist subcontractor for the key activities in terms of clause 2.6 of section 3 (Evaluation and Qualification Criteria). (c) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor.
5.2 Objection to Nomination	The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees to

	indemnify the Contractor against and from the consequences of the matter: (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength; (b) the subcontract does not specify that the nominated Subcontractor shall indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or (c) the subcontract does not specify that, for the subcontracted work (including design, if any), the nominated Subcontractor shall: (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract, and (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities.
5.3 Payments to nominated Subcontractors	The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].
5.4 Evidence of Payments	Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received (Within 7 days of receipt of previous payment by the contractor) all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor: (a) submits this reasonable evidence to the Engineer, or (b) (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and

	(ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.
6.0 Staff and Labour	
6.1 Engagement of Staff and Labour	Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.
6.2 Rates of Wages and Conditions of Labour	The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor. If the Employer is obliged to provide amenities or arrange payment of wages to contract labour employed by the contractor either directly or through sub contractor under the contract on account of failures on the part the contractor to provide the amenities and / or arrange payment of wages to the contract labour as required of him under the provision of the said act / rules made there under, the Engineer/Employer shall be at liberty without prejudice to the rights of Engineer/Employer under Section 20(2) and 21(4) of the contract labour (Regulation and Abolition) Act 1970 to recover the whole or part of the expenditure so incurred on the wages so paid by the Engineer/Employer/Railway from the security deposit and/or from any sum or sums due to the contractor whether under this contract or any other contract. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in

	respect of such of their salaries, wages, allowances, and any benefits as are subject to taxes under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulation or notifications including amendment. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time. The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities provide by the said Act and said Rules. The Contractor and his Sub Contractors shall comply with all applicable Labour Laws, and should not employ Child Labour for construction and maintenance activities. The Contractor shall provide appropriate facilities for children in Construction Camp sites. The Contractors shall not differentiate wages between men and women for work of equal value.
6.3 Persons in the Service of Employer	The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst persons in the service of the Employer or the Engineer.
6.4 Labour Laws	**The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration, and emigration, and shall allow them all their legal rights.** The contractor and his sub-contractors shall be

	responsible to ensure at his own cost, compliance to all laws, bye-laws, rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through sub-contractors or petty contractors on the works, which shall include all the acts listed in Appendix – 1 but not limited to the same. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work. During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix 1 to these Conditions of Contract.
6.5 Working Hours	No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless: (a) otherwise stated in the Contract, (b) the Engineer gives consent, or (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.
6.6 Facilities for Staff and Labour	Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works
6.7 Health and Safety	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and

	a standing arrangement for ambulance service are available at a phone call at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same. The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals. Epidemics In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same. Records of Safety and Health The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe. Submission of Returns: : The contractor shall be responsible for timely submission of all returns and statements to the concerned authorities in full compliance of all rules, bye-laws and regulations for the time being in force.

	The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Consultants' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labor as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor. The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.
6.8 Contractor's Superintendence	Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works. The Contractor shall employ the key personnel named in the Schedule of Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will

	approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule. The Contractor shall not employ any retired government Gazetted officer, who has either not completed one year after the date of retirement, or has not obtained permission to employment with the Contractor.
6.9Contractor's Personnel	The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who: (a) persists in any misconduct or lack of care, (b) carries out duties incompetently or negligently, (c) fails to conform with any provisions of the Contract, or (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract. The replacement person shall be appointed within fourteen (14) days of the notification by the Engineer. A reasonable proportion of the Contractor's Superintending Staff shall have a working knowledge of the English language or the Contractor shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information. If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.
6.10 Records of Contractor's Personnel and Equipment	The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
6.11 Disorderly Conduct	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or

	amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
6.12 Foreign Personnel	The Contractor may bring in to the country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, without any financial liability, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial. Contractor shall also be responsible for any legal liabilities during their stay.
6.13 Supply of Foodstuffs	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract
6.14 Supply of Water	The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
6.15 Measures against Insect and Pest Nuisance	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria, and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticides all buildings erected on the site such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labour of the dangers of diseases like Malaria, Filaria and other contagious diseases etc. and also Scorpions, Snakes,

	Wild animals etc. and preventive actions required to be taken by the labour and staff.
6.16 Alcoholic Liquor or Drugs	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal thereto by Contractor's Personnel.
6.17 Arms and Ammunition	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
6.18 Festivals and Religious Customs	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
6.19 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.
6.20 Prohibition of Forced or Compulsory Labour	The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.
6.21 Prohibition of Harmful Child Labour	The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
6.22 Employment Records of Workers	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and shall be available for inspection by the Engineer during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].
7. Plant, Materials and Workmanship	
7.1 Manner of Execution	The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract,

	(b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
7.2 Samples	The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works: (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and (b) additional samples instructed by the Engineer as a Variation. Each sample shall be labelled as to origin and intended use in the Works.
7.3 Inspection	The Employer's Personnel shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials. The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility. The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.
7.4 Testing	This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any). The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably

	qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works. The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract. The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence. If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 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. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.
7.5 Rejection	If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

	If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.
7.6 Remedial Work	Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.
7.7 Ownership of Plant and Materials	Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (a) when it is delivered to the Site; (b) when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].
7.8 Royalties	Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for: (a) natural Materials obtained from outside the Site, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8. Commencement, Delays and Suspension	
8.1 Commencement of Works	The Engineer shall give the Contractor not less than 7 days' notice of the Commencement Date. Unless otherwise stated in the Special Conditions of Contract, the Commencement Date shall be within the number of days after the Contractor receives the Letter of Acceptance as specified in Contract Data. The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.
8.2 Time for Completion	The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including: (a) achieving the passing of the Tests on Completion, and (b) completing all work which is stated in the Contract as being required for whole of the Works or Section(s) to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections]. (c) The date of completion for works described in this sub-clause, shall be the earliest of the following : (i) The date CRS recommends opening of the Section(s) for public carriage of passengers to Central Government, for speeds of not less than 75% of the designed operating speeds or, (ii) The date CRS authorises the Railway Administration for opening of Section(s), subject to sanction of the Central Government for speeds of not less than 75% of the designed operating speeds, or, (iii) The date CRS authorizes/sanctions opening of Section(s) without inspection.
8.3 Programme	The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 8.1 *[Commencement of Works]*. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software Primavera/Sure Track/MS Project or as mutually agreed. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall

	be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include: (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]), (c) the sequence and timing of inspections and tests specified in the Contract, and (d) a supporting report which includes: (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage. Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities. The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure]. If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

8.4 Extension of Time for Completion	The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking-Over of the Works and Sections] is or will be delayed by any of the following causes: (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract, (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, (c) exceptionally adverse climatic conditions, (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors. If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.
8.5 Delays Caused by Authorities	If the following conditions apply, namely: (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country, (b) these authorities delay or disrupt the Contractor's work, and (c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].
8.6 Rate of Progress	If, at any time: (a) actual progress is too slow to complete within the Time for Completion, and/or (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],

	other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.
8.7 Extension of Time for Completion with Delay Damages	If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion for entire work or for specified section wise completion period], and he is not entitled to an extension of time under sub clause 8.4 then the employer may grant extension of time with delay damage in such case, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. a. In case delay is fully attributable to the contractor, then the employer may grant extension of time with delay damage as stated in the Contract Data. The decision of Employer in this regard will be final and binding. b. In case delay is partly attributable to the contractor, then the employer may grant extension of time without or with delay damages as stated in the Contract Data, keeping in view the delays attributable to the contractor, delays for other reasons and in overall interest of completion of the work. The decision of Employer in this regard will be final and binding. These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

	The total amount due under this Sub- Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data. The imposition of delay damages under this sub-clause shall debar the contractor from raising any claims for extended stay.
8.7.1 Provisional Delay Damages for failure to achieve agreed target for the Financial Year	Further, if the contractor fails to achieve physical/financial targets as per the agreed programme for a consecutive period of 3 months without any valid reasons, other than attributable to the contractor, a provisional recovery of delay damages shall be made from the next interim payment certificate @ 1/10th of the sum of delay damages stated in the contract data, for the entire period of 3 months. Such recovery shall continue from the further interim payment certificates till the contractor is able to make good the shortfall and achieve the cumulative targets as per agreed programme. On achieving the cumulative progress targets as per agreed programme, the entire amount recovered till that month, shall be refunded to the contractor in the next interim payment certificate. In case the contractor is unable to make good the shortfall and achieve the cumulative targets resulting in delay in completion of the project, then the provisional recoveries made shall be adjusted against the delay damages to be finally imposed on the contractor. If the contractor completes the entire works within the original completion period or extended completion period under clause 8.4 of GCC (without imposition of delay damages), the entire amount deducted for provisional delay damages shall be refunded to the contractor, however no adjustment in changes in cost under Cl No 13.8 shall be applicable. In case the contractor is unable to complete the entire works within the original completion period or extended completion period under clause 8.4 of GCC resulting in delay in completion of the project under clause 8.7 of GCC (with imposition of delay damages), then the provisional delay damages deducted shall be adjusted against the delay damages to be finally imposed on the contractor. These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.
8.8 Suspension of Work	The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

	The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.
8.9 Consequences of Suspension	If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 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. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].
8.10 Payment for Plant and Materials in Event of Suspension	The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials, if: (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions, and (c) Such materials or plant is received at site.
8.11 Prolonged Suspension	If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work	After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.
8.13 Bonus for early completion	If the Contractor achieves completion of the whole of the Works or any section(s) prior to the intended Completion Date prescribed in Contract data (Extension of time pursuant to Clause 8.4 will not be considered), the Employer shall pay to the Contractor a sum stated in the Contract data as bonus for early completion, for every calendar month which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in Clause 8.2. For the purpose of calculating bonus payments, the time given in the Bid for completion of the whole works or any section(s) is fixed and unless otherwise agreed, no adjustment of the time by reasons of granting an extension of time pursuant to clause 8.4 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.
9. Tests on Completion	
9.1 Contractor's Obligations	The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations]. The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct. In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests	If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable. If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer. If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.
9.3 Retesting	If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.
9.4 Failure to Pass Tests on Completion	If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to: (a) order further repetition of Tests on Completion under Sub-Clause 9.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or (c) issue a Taking-Over Certificate, if the Employer so requests. In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii)

	determined and paid under Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations].
9.5 Contractor's obligations	Notwithstanding the provisions of sub-clauses 4.1, 9.1 to 9.4 the provisions in subsequent sub-clauses shall apply for works of Permanent Way, signaling and telecommunication and railway electrification excluding General Electrical Services. (a) The Contractor shall be responsible for the execution of temporary and/or permanent works which may require the prior sanction/approval of Commissioner of Railway Safety (CRS) in accordance with extant rules for " The Railways opening for Public Carriage of Passengers" was amended from time to time. And applicable as and when the works are undertaken. The Contractor shall initiate the process for approval at least 63 (sixty three) days prior to undertaking such works which require the approval of Commissioner of Railway Safety (CRS) and furnish draft documentation to the Engineer. (b) The Contractor shall ensure that existing services and operations for public carriage of passengers or goods, are not affected except those, which are essentially required to be regulated for execution of works. Such items of works shall be planned and coordinated through the Engineer. (c) Prior to the commencement of commercial operations of passenger traffic : (i) The Contractor may have to operate locomotives, track machines and any other rolling stock for track tamping, trial runs, etc. for which track, signaling or OHE works must comply with the specifications. (ii) The Employer may permit freight train operations to Railway after certification by the authorized person of Zonal Railway (iii) The Contractor shall be responsible for maintaining the facilities ensuring safety of operations under (i) & (ii) above as per specifications.
10. Employer's Taking Over	
10.1 Taking Over of the Works and Sections	Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer/Railway when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as

	allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause. The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section. In case the works are to be taken over in accordance with sub-clause 9.5, the completed works shall be taken over by the Zonal Railway with the procedure specified by the Engineer. The Engineer shall, within 28 days after receiving the Contractor's application: (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause. If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.
10.2 Taking Over of Parts of the Works	The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued: (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,

	(b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part. After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period. If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit. If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.
10.3Interference with Tests on Completion	If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer/Engineer/other Contractors of the Employer, are responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

	The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract. If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 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. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
10.4 Surfaces Requiring Reinstatement	Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
11. Defects Liability	
11.1 Completion of Outstanding Work and Remedying Defects	In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall: (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be). If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.
11.2 Cost of Remedying Defects	All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

	(a) any design for which the Contractor is responsible, (b) Plant, Materials or workmanship not being in accordance with the Contract, or (c) failure by the Contractor to comply with any other obligation. If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.
11.3Extension of Defects Notification Period	The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than two years. If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.
11.4 Failure to Remedy Defects	If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date. If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option): (a) Carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; (b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or

	if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.
11.5 Removal of Defective Work	If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
11.6 Further Tests	If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.
11.7 Right of Access	Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.
11.8 Contractor to Search	The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.
11.9 Performance Certificate	Performance of the Contractor's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Contractor, stating

	the date on which the Contractor completed his obligations under the Contract. The Employer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
11.10 Unfulfilled Obligations	After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
11.11 Clearance of Site	Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site. If all these items have not been removed within 28 days after the Employer receives a copy of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site. Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.
12. Measurement and Evaluation	
12.1 Works to be Measured	The Works shall be measured, and valued for payment, in accordance with this Clause. Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall: (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and (b) supply any particulars requested by the Engineer.

	If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate. Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate. If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.
12.2 Method of Measurement	Except as otherwise stated in the Contract and notwithstanding local practice: (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and (b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.
12.3 Evaluation	Except as otherwise stated in the contract, the Engineer shall proceed in accordance with sub clause 3.5 (Determinations) to agree or determine the contract price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above sub clause 12.1 and 12.2 and the appropriate rate or price for the item. For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the contract or, if there is no such item, specified for similar work.
12.3.1	**However, a new reduced rate or price shall be appropriate for an item of work if :** (a) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply).

	However, the reduced rates for the increased quantities shall be as per sub- para (iii) below. (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works. (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates: a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. d. Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value. d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender; d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender; d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

	(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit. **A new enhanced rate or price shall be ~~appropriate~~ considered for an item of work at the discretion of the employer if :** (b) On passage of original completion period stipulated in the contract, if site in some stretches has not been handed over for execution of the work due to any of the reasons mentioned below: (i) non acquisition of land, (ii) non availability of forest/wild life clearances, (iii) non removal of encroachments, delay in shifting of utilities (to be shifted by other agencies) and (iv) non handing over of the sites by other agencies/authorities and the contractor otherwise has been executing the works satisfactorily on other sites, as certified by the Engineer, the contractor shall be entitled for new rates for the items and quantities of work which could not be executed in the stretches still to be handed over. In case the progress is not satisfactory, the contractor shall not be entitled for new rates and the Employer shall have the option either to continue the work in these stretches through the same agency or get it executed through other means. In case of entitlement for new enhanced rates, if the contractor is not willing to take up the work in these stretches, he will have the option to say so in writing or if no agreement is reached on new rates, the remaining works of such stretches shall be excluded from the scope of the contract through a variation statement. In such a case the contractor shall not be entitled for any claim or compensation on this account. The employer shall get the remaining works on these stretches executed through other means.
12.3.2	(i) Deleted (ii) Each new enhanced rate or price for item(s) as described in sub paragraph 12.3.1 (b) above shall be derived from an assessment of the reasonable cost of executing the work with an additional element of 15%

	towards overheads and profit of the Contractor, subject to the condition that such item(s) as described in sub paragraph 12.3.1 (b) above is/are not available in the "Standard Bill of Quantities of IPRCL". (iii) In case item(s) as described in sub paragraph 12.3.1 (b) above is/are available in the "Standard Bill of Quantities of IPRCL (updated upto 28 days prior to deadline for submission of bids)", new rate or price for such items shall be the rate as available in the "Standard Bill of Quantities of IPRCL (updated upto 28 days prior to deadline for submission of bids)", modified by the percentage above/below accepted in this contract for the respective schedule and also price variation shall be applicable in the same manner as applicable to items specified in the contract. (iv) The assessment of reasonable cost of executing the work (except over heads and profit which shall be 15%) shall be arrived at based on the prevailing rates and by taking guidance from the following documents. The priority of the documents shall be in accordance with the following sequence: a) Analysis of Unified SOR of Indian Railway; b) Analysis issued by MORTH; c) Analysis of Delhi Schedule of Rates issued by CPWD; d) Market analysis. (v) If the final rate decided by the competent authority as per IPRCL SOP is not acceptable to the contractor, the contractor will be bound to execute the work at the rates as decided by the competent authority of IPRCL but he may refer the dispute in rate for settlement as per provisions of clause 20 of General Conditions of Contract. Until such time as an appropriate rate or price is agreed or determined, the Engineer shall make the Interim payment at the rate of 80% of the rate proposed by him and accepted by the Project Director (Concerned CGM/GM in charge of the Project)
12.3.3	Until such time as an appropriate rate or price is agreed or determined, the Engineer shall make the Interim payment at the

	rate of 80% of the rate proposed by him and accepted by the concerned CGM/GM in charge of the project.
12.4 Omissions	Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if: (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount; (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and (c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.
13.Variations and Adjustments	
13.1 Right to Vary	Variations may be initiated by the Employer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by making a request to the Contractor to submit a proposal. The Contractor shall execute and be bound by each Variation till the price does not exceed 50% of the agreemental value as specified in letter of acceptance / original agreement. For variation beyond the above the contractor shall be bound to execute, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that the Contractor cannot readily obtain the Goods required for the Variation. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction. Each Variation may include: (a) changes to the quantities of any item of work included in the Contract, (b) changes to the quality and other characteristics of any item of work, (c) changes to the levels, positions and/or dimensions of any part of the Works,

	(d) omission of any work unless it is to be carried out by others, (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or (f) changes to the sequence or timing of the execution of the Works. The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.
13.2 Value Engineering	The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer. The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure]. If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties: (a) the Contractor shall design this part, (b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and (c) if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts: (i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost],and (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

	However, if amount (i) is less than amount (ii), there shall not be a fee.
13.3 Variation Procedure	If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting: (a) a description of the proposed work to be performed and a programme for its execution, (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and (c) the evaluation of the Variation shall be as specified in Clause 12.3 Evaluation. 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. Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt. Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.
13.4 Payment in Applicable Currencies	If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.
13.5 Provisional Sums	Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct: (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or

	(b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which these shall be included in the Contract Price: (c) the actual amounts paid (or due to be paid) by the Contractor, and (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied. The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.
13.6 Day work	For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply. Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods. Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work: (a) the names, occupations and time of Contractor's Personnel, (b) the identification, type and time of Contractor's Equipment and Temporary Works, and (c) the quantities and types of Plant and Materials used. One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.7Adjustments for Changes in Legislation	The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 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. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. In case there is a decrease in cost as a result of changes of Law by Legislation after the Base Date, the Engineer shall proceed in accordance with Sub Clause 3.5 (determination) to agree or determine these matters without waiting for Contractor's / Employer's Notice. Notwithstanding the foregoing, the Contractor shall not be entitled to such an extension of time if the same shall already have been taken into account in determining an extension and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8.
13.8 Adjustment for changes in Cost	**(A) Price Adjustment** The amounts payable to the Contractor and valued at base rates and prices pursuant to Sub-Clause 14.3 (a) hereof shall be adjusted in respect of the rise or fall in the indexed costs for labour, Contractor's Equipment and plant, materials and other inputs to the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in this clause. **(B) Other Changes in Cost** To the extent that full compensation for any rise or fall in the costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices

included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

(C) Adjustment Formulae

Contract price shall be adjusted for increase or decrease in rates and price of labour, materials fuels and lubricants in accordance with the following principles and procedures as per formulae given below. The amount certified in each payment certificate is adjusted by applying respective price adjustment factor to the payment amounts due in each currency:

a. Price adjustment shall apply only during the time for completion specified in the contract under GCC Cl. No. 8.2 and not on any extension granted under Clause No. 8.4, 8.5, 8.6 & 19.

b. Price adjustment shall be calculated for the local and foreign components of the payment for the work done as per formulae given below; and

c. Following expressions and meanings are assigned to the work done during each month:

R = Total value of work done during the month. It would include the value of materials on which secured advance has been granted, if any during the month less the value of materials in respect of which the secured advance has been recovered, if any, during the month. This excludes the cost of work on items for which rates were fixed under variations clause (12 and 13) for which the escalation will be regulated as mutually agreed at the time of fixation of rate.

RI = Portion of 'R' as payable in Indian Rupees

Rf = Portion of 'R' as payable in Foreign currency (at fixed exchange rates)

R = RI+Rf

(i) Adjustment for Labour Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

VL = Pl / 100 X Rl X (L1- L0) / L0

VL = Increase or decrease in the cost of work during the month under consideration due to changes in labour cost.

L0 = Consumer price index Number for industrial workers All India – published in RBI (Reserve Bank of India) Bulletin in the month on the

	day 28 days prior to the closing date of submission of Bids. L1= Consumer price index Number for industrial workers All india- Published in RBI (Reserve Bank of india) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. Pl= Percentage of Labour component of the work.
	(ii) Adjustment for Cement Component Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula: Vc = Pc / 100 X RI X (C1-C0) / C0 Vc = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement. C0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of cement, lime and plaster'– published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids. C1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of cement, lime and plaster' – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. Pc = Percentage of Cement component of the work.
	(iii) **Adjustment for Steel Component** Price adjustment for increase or decrease in the cost of Steel procured by the contractor under different schedules of BOQ shall be paid in accordance with the following formula: **Formulae-I (for all schedules of BOQ except bill/schedule-2 B & 2 C):** Vs = Ps / 100 X RI X (S1-S0) / S0 Vs = Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Steel. S0 = The average of rate of Rebars 10mm, Angles 75x75x6mm, Mild Steel Plates 10mm and Channel

	150x75mmprovided by Joint Plant Committee for City specified in Contract Data for the fortnight on the day 28 days prior to the closing date of submission of Bids. S1 = The average rate of Rebars 10mm,Angles 75x75x6mm, Mild Steel Plates 10mm and Channel 150x75mmprovided by Joint Plant Committee for City specified in Contract Data for the fortnight on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. Ps = Percentage of Steel component of the work. **Formulae-II (for schedule-2 B of BOQ):** Vs = Ps / 100 X RI X (S1-S0) / S0 Vs=Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Steel. S0 = The average rate for MS Plates 10mm and 25mm, provided by the Joint Plant Committee of the City mentioned in the contract Data in the fortnight on the day 28 days prior to the closing date of submission of Bids. S1 =The average rate for MS Plates 10mm and 25mm, provided by the Joint Plant Committee of the City mentioned in the contract Data in the fortnight on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. Ps =Percentage of Steel component of the work. **Formulae-III (for bill/schedule-2 C of BOQ):** Vs = Ps / 100 X RI X (S1-S0) / S0 Vs = Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Steel. S0 = The average rate for TMT 10mm and 25mm, provided by the Joint Plant Committee of the City mentioned in the contract Data in the fortnight on the day 28 days prior to the closing date of submission of Bids. S1 = The average rate for TMT 10mm and 25mm, provided by the Joint Plant Committee of the City mentioned in the contract Data in the fortnight on the day 28 days prior to the

	last day of the period to which a particular interim payment certificate is related. Ps = Percentage of Steel component of the work.
	(iv) **Adjustment for Plant and Machinery and Spares Component** Price adjustment for increase or decrease in the cost of Plant and Machinery spares procured by the contractor shall be paid in accordance with the following formula: Vp = Pp / 100 X RIX (P1-P0) / P0 Vp = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for Plant and Machinery spares. P0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids. P1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. Pp = Percentage of Plant and Machinery spares component of the work.
	(v) **Adjustment for Fuel and Lubricants** Price adjustment for increase or decrease in the cost of POL(fuel and lubricants) shall be paid in accordance with the following formula: Vf = Pf / 100 X R IX (F1-F0) / F0 Vf = Increase or decrease in the cost of work on the date under consideration due to changes in the rates for Fuel and lubricants. F0 = The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, applicable on the day 28 days prior to the closing date of submission of Bids. F1 = The average of official price of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi,

	Kolkata, Mumbai & Chennai, applicable on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. Pf = Percentage of Fuel and Lubricants component of the work.
	(vi) **Adjustment for Other Non Ferrous Component** Price adjustment for increase or decrease in the cost of Other Non Ferrous metal procured by the contractor shall be paid in accordance with the following formula: VNF = PNF / 100 X RI X (NF1-NF0) / NF0 VNF = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for Other Non Ferrous metal. NF0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of non-ferrous metals incl. precious metals' – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids. NF1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of non-ferrous metals incl. precious metals' – published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. PNF = Percentage of Other Non Ferrous metal component of the work.
	(vii) **Adjustment for Other local Materials** Price adjustment for increase or decrease in the cost of local materials other than Cement and Steel, Plant Machinery &Spares, POL and Other Non Ferrous Metals procured by the contractor shall be paid in accordance with the following formula: Vm = Pm / 100 X Ri X (M1-M0) / M0 Vm = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for local material other than cement, steel, plant spares and POL.

	M0 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for All-Commodities-published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the closing date of submission of Bids. M1 = The index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for All -Commodities published in RBI (Reserve Bank of India) Bulletin in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related Pm =Percentage of local material component (other than cement, steel, plant, spares and POL) of the work.
	(viii) **Price Variation Clause for Contact and Catenary Wires** The Price payable shall be subject to adjustment, up or down, in accordance with the following formula: P1 = Po + (L2 –L1) Po = Quoted ex-works price of contact/catenary wire. L1 = Average LME cash settlement quotation for Copper Grade A, 60 days prior to the date of opening of the tender. L2 = L2 will be minimum of (i) & (ii) given below:- (i) LME rates prevailing on 90 days prior to the date of offering for inspection of each lot. (ii) Invoiced rate in invoice of actual imports. Notes: 1. For prevailing LME rates, certified copy of LME rate downloaded from official LME website will be accepted as documentary evidence. 2. LME rate in L1 & L2 will be converted to Indian Rupees at SBI's Selling Bills rate of exchange on the date 30 days prior to the date of opening of tender and date of delivery respectively. 3. In case index/price data are not available for particular date due to any reason then the index/price data shall be calculated by drawing a graph of Ist working day before and Ist working day after that particular date. As per graphic line price data arrived at on that particular date may be taken. .

(ix) **Adjustment for Fabricated and Galvanized Steel Structures:**

(Item Nos. as specified in special conditions). The price adjustment of these items shall be paid as follows:

Price Variation Clause for Fabricated and Galvanized Steel Structures for Railway Electrification Works

The Price payable shall be subject to adjustment, up or down, in accordance with the following formula:

$$P = \frac{Po}{100}\left[11 + 57\frac{SBLR}{SBLRo} + 09\frac{Zn}{Zno} + 23\frac{W}{Wo}\right]$$

P = Price payable as adjusted in accordance with the above formula.

Po = Price quoted

SBLRo = Price of Steel Blooms - Retail (refer notes)

This price is as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids.

Zno = Price of electrolytic high grade zinc (refer notes).

This price is as applicable on the 1stworking day of the month, one month prior to the deadline for submission of bids.

Wo = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Government of India(Base : 2001=100) (Refer notes). This index number is as applicable on the first working day of the month, threemonths prior to the deadline for submission of bids.

(For example, if date of tendering falls in May 2014, the applicable prices of Steel Blooms - Retail (SBLRo) and electrolytic high grade zinc (Zno) should be for the month of April 2014 and all India average consumer price index number (Wo) should be for the month of February 2014.
The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/TLT/2014one month prior to the deadline for submission of bids.)

SBLR = Price of Steel Blooms-Retail (refer notes).

This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.
Zn=Prices of electrolytic high grade zinc (refer notes).

	This price is as applicable on the first working day of the month, two months prior to the date of delivery. W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt of India. (Base 2001=100) (refer notes). This Index number is as applicable on the first working day of the month, four month prior to the date of delivery. (For example, if date of delivery falls in December 2014, the applicable prices of steel bloom – Retail (SBLR) and Zinc (Zn) should be for the month of October 2014 and all India average consumer price index number (W) should be for the month of August 2014. The date of delivery is the date on which transmission line towers are notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.) Notes: (a) All prices of raw materials are exclusive of GST and any other taxes, duties, levies etc (b) All prices are as on first working day of the month. (c) The details of prices are as under: 1) The prices of Steel Blooms are the average Retail price of Blooms of size 150mm x 150mm of all cities in Rs/MT as published by Joint Plant Committee (JPC), Kolkata. 2) The price of electrolytic high grade zinc (in Rs/MT) is ex-works price as quoted by the primary producer. 3) Cost weight age of re-rolling / conversion charges is included in labor weightage (W).
	(x) **Price Variation Clause for Traction Power Transformer complete with all accessories and components** The Price payable shall be subject to adjustment, up or down, in accordance with the following formula: $P = \frac{Po}{100}\left[10 + 29\frac{C}{Co} + 27\frac{ES}{ESo} + 7\frac{IS}{ISo} + 5\frac{IM}{IMo} + 7\frac{TO}{TOo} + 15\frac{W}{Wo}\right]$ P = Price payable as adjusted in accordance with the above formula

	Po =Price quoted/Confirmed Co =Average LME settlement price of copper wire bars (refer notes) This price is as applicable for the month, ONE month prior to the date of bid opening. ESo = Price of CRGO Electrical Steel Lamination (refer notes) This price is as applicable on the 1st working day of the month, ONE month prior to the dead line for submission of bids. ISo = Average price of steel plates 10 mm thick (refer notes). This price is as applicable on the 1st working day of the month,ONE month prior to the dead line for submission of bids. IMo=Price of Insulating Materials (refer notes). This price is as applicable on the 1st working day of the month, one month prior to the dead line for submission of bids. TOo = Price of Transformer Oil (Refer notes) This price is as applicable on the 1st working day of the month, ONE month prior to the dead line for submission of bids. Wo = All India average Consumer price index Number for industrial workers, as published by the labour bureau, ministry of labour, Govt. of India(base 2001 =100) This index number is as applicable on the 1st working day of the month THREE months prior to the dead line for submission of bids. (For example, if date of bid opening falls in June 2015, applicable prices of Copper Wire Bars (Co),Transformer Oil (TOo), Steel Plates 10 mm thick (ISo), CRGO Electrical Steel Laminations (ESo) and Insulating material (IMo) should be as on 1stMay 2015 and all India average consumer price index no. (Wo) should be for the month of March 2015. The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/PWR_TRF/-/-ONE month prior to dead line for submission of bids.

	C = Average LME settlement price of copper wire bars (refer notes). This price is as applicable for the month, TWO months prior to the date of delivery. ES = Price of CRGO Electrical Steel Lamination (refer notes). This price is as applicable on the 1st working day for the month, TWO months prior to the date of delivery IS = Average price of steel plates 10 mm thick (refer notes). This price is as applicable on the 1stworking day of the month, ONE month prior to the date of delivery. IM = Price of Insulating Materials (refer notes). This price is as applicable on the 1st working day of the month, TWO months prior to the date of delivery. TO= Price of transformer oil (Refer notes) This price is as applicable on the 1st working day of the month, ONE month prior to the date of delivery W = All India average Consumer price index Number for industrial workers, as published by the labour bureau, ministry of labour, Govt. of India(base 2001 =100) This index number is as applicable on the 1st working day of the month THREE months prior to the date of delivery. (For example, if date of delivery in terms of clause given below falls in December 2015, applicable prices of Copper Wire Bars (C), Insulating Material (IM), CRGO Electrical Steel Lamination (ES) should be as on 1stOctober 2015 and Transformer Oil (TO), Plates 10 mm thick (IS) should be 1st November 2015and All India average Consumer price index Number (W) should be for the month of September 2015. The date of delivery is the date on which the transformer is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier. **Notes:**

	(a) All prices of raw materials are exclusive of GST and any other taxes, duties, leviesetc. Transformers manufacturers import major raw materials like copper, CRGO steel sheets and Plates etc. The landed cost of these imported raw materials includes applicable custom duty but exclusive of GST and any other taxes, duties, levies. (b) All prices are as on first working day of the month. (c) The details of prices are as under: 1) The LME price of Copper Wire Bars (in Rs/MT) is the LME average settlement price of Copper Wire Bars converted into Indian Rupees with applicable average exchange rate of SBI of the month. This price is the landed cost, inclusive of applicable customs duty only but exclusive of countervailing duty. 2) The price of CRGO is the price of CRGO Electrical Steel Lamination in Rs./MT suitable for transformers of ratings above 10MVA or Voltage above 33KV up to 400 KV. 3) The price of steel is the average retail price of steel plates 10 mm thick as published by Joint Plant Committee (JPC) in Rs./MT as on 1st working day of the month. 4) The price of Insulating materials (in Rs./Kg) of pre-compressed pressboards of size 10 mm thick, 3200 mm x 4100 mm is the average C&F price in free currency per MT converted into Indian Rupees with applicable exchange rates prevailing as on 1st working day of the month as quoted by primary suppliers. This price is the landed cost, inclusive of applicable customs duty only but exclusive of countervailing duty. 5) The price of Transformer Oil (in Rs./K.Ltr.) is the average price on ex-refinery basis as quoted by primary producers for supply in drums.
	(xi) **PRICE VARIATION CLAUSE FOR SIGNALING & TELECOM CABLE** The price payable for signaling cables is variable as per Price Variation Formula given below: For Signaling Copper Cables: **P= Po+CuF (Cu-Cuo) + CCFcu(CC-CCo) + FeF (Fe-Feo)**

	For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quadcable P= Po+CuF (Cu-Cuo) + AlFcu(Al-Alo) + CCFcu (CC-Cco) + FeF (Fe-Feo) For Aluminum Power Cables: P= Po+AlF (Al-Alo) + CCFAl(CC-CCo) + FeF (Fe-Feo) Where, P= Price payable per KM as adjusted in accordance with Price variation clause. Po= Price per KM of cable as per Purchase order. CuF= Variation factor for Copper Cuo= Price of copper Rod in Rs. Per MT CCFCu= Variation factor for PVC Compound for Copper Signaling & Telecom cable CCo= Price of PVC Compound in Rs. Per MT AlF= Variation factor for Aluminum Alo= Price of EC grade LME Aluminum rods (Properzi rods) in Rs. Per MT. CCFAl = Variation factor for PVC Compound for Aluminum power cable FeF= Variation factor for Steel Feo= Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT (Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.) Cu= Price of Copper Rod in Rs. Per MT. CC= Price of PVC Compound in Rs. Per MT.

	Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT. Al = Price of EC grade LME Aluminum rods (Properzi rods) in Rs. Per MT. (Prices per MT for Cu, CC, Fe, Al as prevailing on 1stworking day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price.The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.) The value of variation factors for copper, steel and PVC Compound are different for different sizes of signaling cables. Accordingly, the PVC formula for some of the types of signaling cable is as given under:- Underground Railway Signaling Cable unscreened and armoured copper conductor (i) Size 30 C x 1.5 sq.mm. P=Po+0.391(Cu-Cuo)+0.557(CC-CCo)+0.425(Fe-Feo) For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration. (ii) Size 24C x 1.5 sq.mm P= Po+0.313(Cu-Cuo)+ 0.481 (CC-CCo)+0.398(Fe-Feo) For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration. (iii) Size 19C x 1.5 sq.mm P= Po+0.248(Cu-Cuo) + 0.395(CC-CCo)+0.343(Fe-Feo) For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration. (iv) Size 12C x 1.5 sq.mm P=Po+0.157(Cu-Cuo) + 0.277(CC-CCu)+0.289(Fe-Feo) For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

	(v) Size 9C x 1.5 sq.mm P= Po+0.117(Cu-Cuo)+0.241(CC-CCu)+0.383(Fe-Feo) For armouring, value of steel wire size 1.4mm dia is to be taken into consideration. (vi) Size 6Cx 1.5 sq.mm P= Po+0.078(Cu-Cuo)+0.199(CC-CCu)+0.329(Fe-Feo) For armouring, value of steel wire size 1.4mm dia is to be taken into consideration. (vii) Size 4Cx1.5 sq.mm P=Po+0.052(Cu-Cuo)+0.152(CC-CCo)+0.277(Fe-Feo) For armouring, value of steel wire size 1.4mm dia is to be taken into consideration. (viii) Size 2C x 4 sq.mm(multistrand) P= Po+0.073(Cu-Cuo)+0.156(CC-CCo)+0.3(Fe-Feo) For armouring, value of steel wire size 1.4mm dia is to be taken into consideration. (ix) Size 12C x 2.5 sq.mm P= Po+0.282 (Cu-Cuo)+0.371 (CC-CCo)+0.342 (Fe-Feo) For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration. (x) Size 2C x 2.5 sq.mm P= Po+0.047 (Cu-Cuo)+0.139 (CC-CCo)+0.277 (Fe-Feo) For armouring, value of steel wire size 1.4mm dia is to be taken into consideration. (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminum power cable P= Po+0.146 (Al-Alo)+0.303 (CC-CCo)+0.306 (Fe-Feo) For armouring, value of steel flat stripof size 4mmx0.8mm is to be taken into consideration. (xii) For Jelly filled, 0.9mm dia, 6 quad cable P = Po + 0.135 (Al-Alo) + 0.139 (Cu-Cuo) + 0.515 (CC-Cco) + 0.693 (Fe-Feo).

	For PVC Compound Grade CW-22, is to be taken into consideration. For armouring, value of steel flat strip of size 4mm x 0.8mm is to be taken into consideration. For the remaining varieties of signaling cables, the formula shall be the same as in use on Indian railways.
	(xii) **Adjustment for Foreign Currency Component** (for each of the foreign currencies in which the contract price is payable) a. The foreign currency component of each payment which is convertible into foreign currency at fixed exchange rate shall be adjusted in accordance with the following formula: VFc = 0.85 x Rf X (Fe1-Fe0) / Fe0 VFc = Increase or decrease in the cost of work payable due to changes in the cost of foreign input. Fe0 = the index applicable for the foreign input(plant, material, engineer's salary etc. as the case may be) on the day 28 days prior to the date of submission of Bids, as published in the country of origin. Fe1 = corresponding index on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related (average index in case indices are published at lesser intervals). a. The bidder shall, in his tender, indicate the foreign input, (plant, material, engineer's salary etc.) and appropriate index, the source of which shall be a Government or Public Organization. The bidder shall also attach specimens of the publications of the last 12 months for information of the Employer. If this index is not acceptable to the Employer, then he will specify as alternative index and the source of publishing of that index. b. If the bidder has requested payment in more than one foreign currency, Rf shall be suitably broken up and the formula applied separately to each currency component by taking into account and corresponding indices(index and currency belonging to the same country).

	c. The currency of foreign exchange payment and the index shall belong to the same country.
	(D) If the contractor changes the country of origin of the source of supply of any input to the works, he shall immediately notify the Engineer who shall modify the price adjustment provisions subsequent to such change to reflect the relevant cost index from the actual country of origin of the input.
	(E) If the currency in which the Contract price is expressed is different from the currencies of the sources of the relevant indices, the Engineer shall determine the correction to be applied in calculating the Price Adjustment Factor formula viii(a) in order to avoid distortions in the amount of price adjustment. Such correction shall be applied to the increment of price fluctuation in the base costs of the respective inputs and shall correspond to the ratio of the exchange rates between the respective currencies of the date of base indices and the date of current indices as defined in sub-clause viii(a).
	(F) Sources of Indices The sources of Indices for the foreign currency portion of the Contract (RF) not stated in Sub-Clause 13.8 (C) shall be those as listed in the Contract Data, as approved by the Employer.
	(G) Base, Current and provisional Indices: Base, Current and Provisional Indices, the base cost indices or prices shall be those prevailing on the day 28 days prior to the closing date for submission of bids. current indices or prices shall be those prevailing on the day 28 days prior to last day of the period to which a particular interim payment certificate is related. if at any time the current indices are not available, provisional indices as determined by the engineer will be used, subject to subsequent correction of the amounts paid to the contractor when the current indices become available. the index numbers of various groups and sub groups as published by reserve bank of india in the rbi bulletin will be considered for this purpose.
	(H) Limit of Price Adjustment Provided that, in determining all such price adjustment in accordance with the aforesaid Sub-Clauses:

	a. No account will be taken of any amount by which any cost incurred by the contractor has been increased by default or negligence of the contractor or when the contractor fails to complete the entire work as per the time for completion or a specified section (as the case may be) as mentioned under Clause No. 8.2.
	(I) Percentages governing adjustments for change in cost The percentages governing the price adjustment for the local currency portion (Ri) of the contract for various works is given in Annexure 2.
	(J) Indices to be used in case of Interim Payment Certificate for a period more than a month As per provisions of contract (Clause 14.3 of GCC) interim payments certificates are to be submitted by the contractor on monthly basis for the works/supply of items pertaining to a particular month. In such cases the monthly indices will be applied for the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related. However, in case a bill is submitted for a period pertaining to more than a calendar month the average indices for those months on the day 28 days prior to last day of the period to which bill pertains and previous month(s) shall be used for calculation purpose.
14. Contract Price and Payment	
14.1 The Contract Price	Unless otherwise stated in the Special Conditions of Contract: (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract; (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation]; (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and final quantities: (i) of the Works which the Contractor is required to execute, or (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and

	(d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules, if applicable. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it. (e)It may be noted that in the event of the Contractor not making the due payments stated in sub-clause (b) above, and the concerned party puts up a claim with the Employer / Engineer, then the Employer / Engineer may make such payments and deduct the same from the sums due to the Contractor.
14.2 **Advance Payment**	
14.2.1 Mobilization Advance	The Employer shall make payment, as an Interest bearing advance for mobilization, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data. Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply. The Engineer shall issue an interim payment certificate for the first installment of mobilisation advance after receiving an application for advance payment(under sub clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment plus 10%. The next installment shall be released only when the contractor submits statement of having utilized the previous instalment of mobilization advance and the Employer is satisfied that the utilization has been done in purposeful manner.
14.2.2 Advance against Plant and Machinery	Interest bearing advance against plant and machinery, is payable for procurement of plant, equipment and machinery to be utilized specifically for the subject works, with following stage payments:- Stage-1: At the stage of Purchase Order — 50% of the total permissible advance payment or actual payment made whichever is less, provided that the contractor has submitted copy of

	Purchase Order and the invoices duly certified from the firm and against a guarantee in amounts and currencies equal to the stage advance payment plus 10%.
Stage-2: At the stage of dispatch of the plant and machinery from manufacturing unit/ assembly point	Cumulative 90% of the permissible advance payment or actual payment made whichever is less, against a guarantee in amounts and currencies equal to the stage advance payment plus 10%. In case of domestic manufacture, provided the contractor has submitted GST invoice and Delivery Challan (Interstate movement Challan to the worksite) and in case of foreign manufacture provided the contractor has submitted Bill of Lading (BOL), Final Inspection Certificate and Transit Insurance.
Stage-3: At the stage of arrival of plant & machinery at the work site	Remaining of the permissible advance payment, against a guarantee in amounts and currencies equal to the stage advance payment plus 10%. Provided Plant & Machinery have reached the site, physical verification by Engineer and submission of commissioning certificate of the Plant & Machinery.

The total advance payment under this sub-clause, including the applicable currencies and proportions, shall be as stated in the Contract Data.

All such plant, equipment and machinery shall be used only for executing the works under this Contract. No such plant, equipment and machinery shall be removed from the site, unless advance equivalent to the advance against such machinery has been fully repaid and prior permission of the Engineer has been obtained.

	The Engineer shall decide whether a particular plant, equipment or machinery is actually required to execute the work. No advance is payable against items identified as unnecessary. The plant and machinery admissible for advance payment and its valuation shall be done by the Engineer on following considerations; i. New items: 80% of purchase price. ii. Used or Second-hand items: Not to be considered. iii. New Items valued at less than ₹ 10,00,000 each: Not to be considered.
14.2.3 Guarantees	Advances as mentioned in sub-clauses 14.2.1 & 14.2.2 above, shall be payable against acceptable Bank Guarantees from banks as specified in clause 4.2. The guarantees shall be in the form as given in Section 8 (Contract Forms) or in another form approved by the Employer. The Contractor shall ensure that the guarantees are valid and enforceable until the advance amount paid as has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.
14.2.4 Recovery of Advances	Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows: (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment) exceeds 5 percent of the Accepted Contract Amount less Provisional Sums or passage of six months from date of release of first installment of advance, whichever is earlier and
	(b) deductions shall be made for accrued interest on the advance up to the month and advance at the rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions and repayments of retention) in the

	currencies and proportions of the advance payment until such time as the advance payment and accrued interest has been repaid; provided that the advance payment and accrued interest shall be completely repaid prior to the time when 80 percent of the Accepted Contract Amount has been certified for payment. If the amount of interim payment certificate is not sufficient for recovery of accrued interest or in the opinion of the Employer satisfactory progress is not being achieved by the contractor, then the contractor will have to deposit the accrued interest and return the mobilisation advance in part or in full as demanded by the Employer, failing which Employer shall have the right to encash the Bank Guarantee (s) The contractor shall always have the option to start repayment earlier and/or to complete the repayment earlier than the due date. If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.
14.2.5 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 utilisation of Mobilisation advance.
14.3 Application for Interim Payment Certificates	**Payments to Contractor by IPRCL against the bills (IPC) for work executed shall be made only after receiving payments/Funds from the Client.**

	Once fund is available, The Contractor shall submit a Statement in six copies to the Engineer in accordance with the payment procedure specified by the Engineer, after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports] and Record Measurement Sheets. The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed: (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below); (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost]; (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data; (d) any amounts to be added and deducted for the advance payment and repayments in accordance with Sub-Clause 14.2 [Advance Payment]; (e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works]; (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and (g) the deduction of amounts certified in all previous Payment Certificates. (h) For invoicing as per GST Laws, the estimated contract value of the Works executed in terms of (a) above and any amounts added or deducted as per (b), (e) to (g) above is to be broken up in two components i.e. (i) the base amount excluding GST (ii) GST component (calculated at the rate for works contract service as per GST Laws).

	(i) Statement of interim payments certificates should be submitted by the Contractor to the Engineer by the 7th day of each month for the work executed upto the end of the previous month. (j) An amount to be deducted for the payments to be made to different Departments towards payments liable to be made by the Contractor.
14.4 Schedule of Payments	If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule: (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]; (b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and (c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less than that on which the instalments were previously based. If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.
14.5 Plant and Materials intended for the Works	If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3: (j) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

	If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Contract Data, this Sub-Clause shall not apply. The Engineer shall determine and certify each addition if the following conditions are satisfied: (a) the Contractor has: (i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and (ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence; and either: (b) the relevant Plant and Materials: (i) are those listed in the Schedules for payment when shipped, (ii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and (iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or (c) the relevant Plant and Materials: (i) are those listed in the Schedules for payment when delivered to the Site, (ii) the original 'Invoice' and the original 'Inspection Certificate' by the approved Inspection agency marked 'for payment' is furnished with the Application for IPC [sub-Clause 14.3]. (iii) have been delivered to and are properly stored on the Site, are protected against loss, damage or

	deterioration, and appear to be in accordance with the Contract. The additional amount to be certified shall be the equivalent of eighty percent of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials. The amount shall be certified on receipt of a Bank guarantee for the stated amount in the Form as given in Section 8 (Contract Forms) or in another form approved by the Employer. The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.
14.6 Issue of Interim Payment Certificates	No amount will be certified or paid until the employer has received and approved the performance security. Thereafter, the Engineer shall within two days after receiving a statement and supporting documents, issue to the Employer a provisional interim payment certificate which shall state the amount which the Engineer determines to be due after preliminary check as per IPRCL's procedure order. After this the Engineer shall, within 28 days after receiving a statement and supporting documents, issue to the employer an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with supporting particulars. However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue the Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Contract Data. In this event, the Engineer shall give notice to the Contractor accordingly. An Interim Payment Certificate shall not be withheld for any other reason, although: (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been

	so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed. The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.
14.7 Payment	The Employer shall pay to the Contractor (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
	(b) After scrutiny and certifications by the Engineer, payment will be released to the contractor. However, in case of JV, direct payment to individual JV partners shall be made on joint certification (about the net amounts payable to individual partners) by the authorized representative of the JV and concerned respective authorized representative of individual JV partners, after making requisite recoveries/deductions from the gross payment. In case of any dispute regarding the net amounts payable to individual partners, the Engineer shall decide the same on the basis of the execution of items of works under Schedules/Bills indicated in the JV agreement as the responsibility of execution of each JV partner. Payment to individual JV partners shall be treated as payment made to the JV. The said payment shall not alter any obligation of the JV and its individual Partners under the Agreement and their obligations under the agreement shall remain joint and several. A foreign company (either single entity or JV partner), shall have to submit proof of having opened their project office in India before any payment (including advance payment) is released to such a company. The required proof here shall be a copy of the report containing information as per format prescribed by Reserve Bank of India submitted to the Director

	General of Police (DGP) of the state concerned in which project office has been established.
14.7.7	**Procedure for payment through LC:** (i) The LC shall be a sight LC. (ii) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor. (iii) The Employer's Bank and its nodal branch for issue of LCs based on requests received from Employer Accounts Units shall be as indicated in the Contract Data. The Branch office of the Employer's Bank, where the Employer Accounts Office has its Account, as indicated in the Contract Data, will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The present incidental cost @ 0.15% per annum of LC value or any increase/decrease by the banks for issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his Interim Payment Certificates. (iv) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
	(v) The LC terms and conditions shall inter-alia indemnify and save harmless the Employer from and against all losses, claims and demands of every nature and description brought or recovered against the Employer by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Employer on this account shall be considered as reasonable compensation and paid by contractor. (vi) The LC terms and conditions shall inter-alia provide that Employer will issue a Document of Authorisation (in the format decided in consultation with the

	Employer's Bank) after passing the Interim Payment Certificate for completed work, to enable contractor to claim the authorized amount from their bank. (vii) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
	(viii) The Document of Authorisation shall be issued by Employer Accounts Office against each Interim Payment Certificate passed by Employers. (ix) On issuance of document of Authorisation, a copy of Document of Authorization shall be sent to the contractor. A copy of Document of Authorisation shall also be sent by Employer Accounts Office to Employer's bank. (x) On receipt of Document of Authorization, the contractor shall present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Payment Certificate. (xi) The payment against LC shall be subject to verification from Employer's Bank . (xii) The contractor's bank (advising bank) shall submit the documents to the Employer's Bank . (xiii) The Employer's bank (Issuing Bank) shall, after verifying the claim so received w.r.t. the Document of Authorisation received from Employer Accounts Office release the payment to contractor's bank (advising bank) for crediting the same to contractor's account. (xiv) Any number of Interim Payment Certificates can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened. (xv) The LC shall be closed after the release of Final Payment certificate including PVC amount, if any, to the contractor. (xvi) In case of JV, LC shall be opened in the name of JV and option of direct payment to individual JV partners through LC shall not be permissible.
14.8 Delayed Payment	**No interest will be payable to the contractor irrespective of the number of days which it takes to make payment to him by IPRCL after submission of bill by the contractor.**

14.9 Payment of Retention Money	The Retention Money shall be certified and paid with the final payment certificate or bank guarantee against retention money shall be released, after making required adjustments for any amount due to the Employer including recovery for shortage/excess materials, if any (except those quantities which become surplus due to change in planning/scheme by Railway/IPRCL) in case the recovery for surplus/excess materials is still balance after adjusting the amount payable in the final payment certificate. The contractor shall be entitled to substitute a bank guarantee in the form approved by the Employer with the retention money amount recovered up to the date of request. Such substitution shall be permissible maximum up to 3 times. The Bank Guarantee shall be valid up to end of Defect Liability Period. In case of extension of date of completion of contract, the Contractor shall extend the validity of the Bank Guarantee(s) until the revised end of Defect Liability Period.
14.10 Statement at Completion	Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing: (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works, (b) any further sums which the Contractor considers to be due, and (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion. The Engineer shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates]. Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement as per procedure prescribed by the Engineer, with supporting documents showing in detail in a form approved by the Engineer
14.11Application for Final Payment Certificate	Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement as per procedure prescribed by the Engineer, with supporting documents (including Contractor's certificate

	in terms of Sub-Clause 6.22 (ii)) showing in detail in a form approved by the Engineer: (a) the value of all work done in accordance with the Contract, and (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise, and (c) the final statement of local content after completion of works in Form-MII provided in Section 4 Bidding Forms. (d) The Contractor shall not be entitled to make any claim whatsoever against the IPRCL under or by virtue of or arising out of this contract, nor shall the IPRCL entertain or consider any such claim, if made by the Contractor, after he shall have signed "No Claim" Certificate in favour of the IPRCL as shall be required by the IPRCL after the works are finally measured up. The format of No Claim Certificate is enclosed in Section 8: Contract Form If the Engineer disagrees with or cannot verify any part of the draft final statement, as per procedure prescribed by the Engineer the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement". However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.3 [Obtaining Dispute Board's Decision] or Sub-Clause 20.2 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.
14.12 Discharge	When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate	After receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall issue, to the Employer, the Final Payment Certificate which shall state: (a) the amount which he fairly determines is finally due, and (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be. If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.
14.14 Cessation of Employer's Liability	The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it: (a) in the Final Statement and also (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion]. However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.
14.15 Currencies of Payment	The Contract Price shall be paid in Indian Rupees (INR).
15. Termination by Employer	
15.1 Notice to Correct	If the Contractor fails to carry out any obligation under the Contract as mentioned below, but not limited, the Engineer may serve the contractor with a 14 day notice in writing calling upon the contractor to make good the failure and to remedy it. If the contractor; (a) fails to comply with Sub-Clause 4.2 [Performance Security],

	(b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, (c) without reasonable excuse fails to: (i) proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or (ii) comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it, or (iii)adhere to the agreed programme of work / activity on the critical path, by a margin of 10% of the stipulated period, or (iv) take steps to deploy competent and adequate number of personnel, and equipment to achieve progress as per agreed programme or (v) adhere to the instructions of Engineers/Employer persistently or (vi) comply any provision of the contract or (vii) provide the Engineer/Employer or their representative proper facilities for inspecting the works or any part thereof as required, under Clause 7.3 (Inspection) and 7.4 (Testing)
	d) subcontracts the whole or major part of the Works or assigns the Contract without prior written consent of the Employer., If the contractor does not, within 14 days of receipt of notice under this sub-clause, proceed to make good his default in so far as the same is capable of being made good and carry on the work of complying with such direction as contained in the notice under sub clause 15.1,to the entire satisfaction of the Engineer/Employer, the Employer shall be entitled to take action under sub-clause 15.1.1 or 15.2 below.
15.1.1	In case of contractor's repeated failure to adhere to the agreed program, and whereas the contractor has been served with a Notice to Correct under Clause 15.1 of GCC, if the contractor approaches IPRCL with a revised program with specific monthly physical and financial targets along with the proposal to deploy matching inputs in the form of manpower and other resources to the satisfaction of the Employer, then the Employer may consider whether to proceed with termination of the contract under Clause 15.2 of GCC or to continue with the contract. However, the request to continue with the contract shall only be considered if the contractor supports his

	earnestness to adhere to the revised program by submitting additional Performance Security in the form of Bank Guarantee(s) of specified number and value as decided by the Employer (total value of which will not exceed 10% of the contract price). The encashment of these additional Bank Guarantee(s) shall be linked with the non-achievement of agreed physical/financial targets agreed upon by the Contractor and the Employer.
15.1.2	In case the contractor's failure is limited to only some of the works, and in response to Notice to Correct under Clause 15.1 of GCC, the contractor approaches the Employer that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues, the Employer, on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in improving the overall progress of the project, may agree to such offloading without any repercussion on the performance security and/or additional bank guarantees, if any, submitted by the contractor. However, the Employer will not be under any compulsion to agree to such a request. The Contractor shall be informed of the LOA issued to other agency(ies) for such works. In case the contractor does not approach the employer for offloading but the Employer is convinced that: (i) offloading of some works will help in improving the progress of the project; (ii) termination/part termination of the contract at this stage will not be in the interest of the project; (iii) the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor; The Employer may issue 7 day's notice to the Contractor stating the resources required to be deployed against each work. If the contractor fails to deploy the required resources as indicated in the notice, the employer shall offload such works and proceed with getting the works executed through other agency(ies). The Contractor shall be informed of the LOA issued to other agency(ies) for such works. Offloading under the sub clause 15.1.2 shall be without any repercussion on the performance security and/or additional

	bank guarantees, if any, submitted by the contractor. The Contractor would have no future claim on this account and the extra expenditure so incurred, if any, by the Employer in getting the offloaded work done, shall be recovered from subsequent payment certificates or any other dues of the contractor.
15.2 Termination by Employer	The Employer shall be entitled to terminate the Contract as a whole or any part or parts (as may be specified in the Notice of Termination under any of the above Sub-Clause) if the Contractor: (a) fails to comply with the directions contained in the notice under Sub-Clause 15.1 [Notice to Correct], (b) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it by Court or Statutory Authority him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or (c) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: (i) for doing or forbearing to do any action in relation to the Contract, or (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (c). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination. In any of these events or circumstances, the Employer may, by Notice Terminate the contract with immediate effect. The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. The Contractor shall remove all his plants and machinery from the site then leave the Site and deliver any required Goods, all Contractors' Documents, and other design documents made by or for him, to the Engineer within 7 days from the issue of Notice of Termination, failing which L.D. shall be imposed as per provision of clause 8.7. However, the Contractor shall use his best efforts to comply immediately with any reasonable

	instructions included in the notice of Termination (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works. After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor for completing the work.
15.3 Valuation at Date of Termination	As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract. For this purpose, the contractor shall be notified the date for witnessing of measurements and handing over of the materials for which contractor has already been paid. In case the contractor fails to attend or send a represent at even after such notice, the Engineer shall ex-parte proceed with measurements of the works executed and taking over of plants and materials etc. for which payment has already been made to the contractor, which shall be treated as final.
15.4 Payment after Termination	After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may: (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims], (b) encash the Performance Guarantee and forfeit the Performance Security: i) In full including additional Performance Guarantee amount if any taken in terms of sub clause 35.5 of ITB and not due for release on the date of issue of termination letter, in case of termination of the contract as a whole; Or ii) in part/parts proportionate to the contract price of the bill/schedule to which the terminated part of work belongs i.e. P = (A x B) ÷ C where, P = Proportionate Bank Guarantee Amount A = Contract Price of the particular bill/schedule to which the terminated part of work belongs

	B = Performance Guarantee amount in terms of GCC sub clause 4.2 C = Total Contract Price Plus additional Performance Guarantee amount if any taken in terms of sub clause 35.5 of ITB and not due for release on the date of issue of termination letter against that particular bill/Schedule to which the terminated part of the work belongs in case of termination in part/parts. (c) forfeit the deductible Retention Money as per clause 14.3 (c) on the cumulative amount payable for all the works executed till the date of termination in case of termination of the contract as a whole. In case of termination of the contract in part/parts, amount of Retention Money deductible as per clause 14.3 (c) on the cumulative bill amount payable for the work executed till the date of termination for the bill(s)/Schedule(s) to which the terminated part of the work belongs (d) release any payment due to the contractor for works executed prior to termination and evaluation under clause 15.3 (valuation at date of termination, however, if by this time the Contractor has failed to make a payment due to the Employer, the same will be deducted from the payment due and any balance remaining shall then be paid to the Contractor.).
15.5 Employer's Entitlement to Termination for Convenience	The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 19.1 [Payment and Release in case of Optional Termination].
15.6 Corrupt or Fraudulent Practices	If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in

	competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2. For the purposes of this Sub-Clause: (a) *"corrupt practice" means the offering, giving, receiving of soliciting of any thing of "value to influence the action of a public official in the procurement process or in the Contract execution.* (b) *"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.* (c) *"collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels.* (d) *"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.*
16. Suspension and Termination by Contractor	
16.1 Contractor's Entitlement to Suspend Work	If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 2.4 [Employer's Financial Arrangements] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice. The Contractor's action shall not prejudice his entitlements to interest under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor]. If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of

	termination, the Contractor shall resume normal working as soon as is reasonably practicable. If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, 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 plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
16.2 Termination by Contractor	The Contractor shall be entitled to terminate the Contract if: (a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Employer's Financial Arrangements], (b) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate, (c) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]), (d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or (e) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events. In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the

	Contract. However, in the case of sub-paragraph (d) or (e), the Contractor may by notice terminate the Contract immediately. The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.
16.3 Cessation of Work and Removal of Contractor's Equipment	After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Termination], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.1 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly: (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works, (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.
16.4 Payment on Termination	After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly: (a) return the Performance Security to the Contractor, (b) pay the Contractor in accordance with Sub-Clause 19.1 [Optional Termination, Payment and Release], and (c) should the contract be terminated under sub-clause 15.5 of this clause and the contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Employer shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Employer's decision on the necessity and propriety of such expenditure shall be final and conclusive. (d) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of termination of contract.
17. Risk and Responsibility	
17.1 Indemnities	The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective

	agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
	(a) bodily injury, sickness, disease or death, of any person including railway user whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel,, their respective agents, or anyone directly or indirectly employed by any of them. The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].
17.2 Contractor's Care of the Works	The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer. After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

	If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract. The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable
17.3 Employer's Risks	The risks referred to in Sub-Clause 17.4 below, insofar as they directly affect the execution of the works in the Country, are: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and (h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
17.4 Consequences of Employer's Risks	If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give

	notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer. If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 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. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost shall be payable. After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
17.5 Intellectual and Industrial Property Rights	In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement. Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause. The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was: (a) an unavoidable result of the Contractor's compliance with the Contract, or (b) a result of any Works being used by the Employer: (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or (ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract. The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any

	Goods, or (ii) any design for which the Contractor is responsible. If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
17.6 Limitation of Liability	Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay Delay Damages to the Employer under Sub-Clause 8.7 [Delay Damages]. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum as specified in the Contract Data or if nothing is specified in the Contract Data, the accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.
17.7 Use of Employer's Accommodation/Facilities	The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation(where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works). If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.
18. Insurance	

18.1 General Requirements for Insurances	In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause. Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause. Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms consistent with the details annexed to the Special Conditions of Contract. If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage. The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party: (a) evidence that the insurances described in this Clause have been effected, and (b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property]. (c) If the contractor fails to submit evidence and copies of the policies as mentioned in (a) & (b) above to prove that the policies have been obtained within the period specified in the contract data, and submits the same later on and from the submitted evidence it is found that the policies have not been obtained within the period

	specified, the Employer shall recover double the cost of the premium for the period the policies have been delayed. When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer. Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause. Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party. If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly. Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party. Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable. The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance

	referred to Clause 18) with insurers from any eligible source country.
18.2 Insurance for Works and Contractor's Equipment	The Contractor shall insure the Works, Plant, Materials, including those issued by the Employer and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit, subject to a maximum value indicated in Contract Data**.**. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]). The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment. Unless otherwise stated in the Special Conditions of Contract, insurances under this Sub-Clause: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage, (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks], (d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an

	amount is not so stated, this sub-paragraph (d) shall not apply), and (e) may however exclude loss of, damage to, and reinstatement of: i) part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below), ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship, iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works]. If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].
18.3 Insurance against Injury to Persons and Damage to Property	The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate. This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on

	the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply. Unless otherwise stated in the Special Conditions of Contract, the insurances specified in this Sub-Clause: (a) shall be effected and maintained by the Contractor as insuring Party, (b) shall be in the joint names of the Parties, (c) shall be extended to cover liability for all loss and damage to the Employer's property including Railways Property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and (d) may however exclude liability to the extent that it arises from: (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and (iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.
18.4 Insurance for Contractor's Personnel	The Contractor shall abide by the provisions of ESIC Act, 1948 (extended/amended from time to time) to take care of insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness or disease. In addition, the contractor shall also maintain insurance against liability for claim of death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. Force Majeure	If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a continuous period exceeding 84 days, either party may at its option terminate the contract by giving notice to the other party.
19.1 Payment and Release in case of Optional Termination	Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include : (a) The amounts payable for any work carried out for which a price is stated in the contract; (b) The Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the contractor is liable to accept delivery; this Plant and materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, the Contractor shall place the same at the Employer's disposal; (c) Other Costs or liabilities supported by necessary documentary evidence which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works as per mutually agreed programme. (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost).
20. Claims, Disputes and Arbitration	

20.1 Contractor's Claims	If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer. Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect: (a) this fully detailed claim shall be considered as interim; (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be

	proposed by the Contractor and approved by the Engineer. Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time. Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract. The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.
20.2 Amicable Settlement	In case any dispute between the Engineer and the Contractor for which claim has already been made by the contractor, remains unresolved, the Contractor shall, then, give notice of dissatisfaction and intention to commence arbitration to the Employer duly specifying the subject of the dispute or difference as also the amount of claim item wise. The Parties shall make attempts to settle the dispute amicably before the commencement of arbitration **as per procedure laid down in policy letter no- IPRCL/Mumbai/General/5 dated 18.12.2023 or any modifications issued at a later date [Policy enclosed in Section-7 Part-B (Particular Conditions of Contract)- Annexure 3 to Section-7)].** However, unless both Parties agree otherwise, demand for arbitration may be made by the contractor after ninety (90)

	days **from conclusion of the procedure laid down in the policy referred above.**
20.3 Arbitration	Any dispute, in respect of which amicable settlement has not been reached, arising between the Employer and the Domestic or Foreign Contractor related to any matter arising out of or connected with this contract, then the contractor, after 90 days from conclusion of the procedure laid down in the policy **letter no- IPRCL/Mumbai/General/5 dated 18.12.2023 or any modifications issued at a later date [Policy enclosed in Section-7 Part-B (Particular Conditions of Contract)-Annexure 3 to Section-7)]** but within 150 days, shall be entitled to demand in writing that the dispute or difference be referred to arbitration. Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under GCC 20.2 but could not be settled, together with counter claims or set off, given by the Employer, shall be referred to arbitration subject to the condition that total amount of claims in the contract is not exceeding 20% of the contract price. Other matters shall not be included in the reference. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Indian Port Rail and Ropeway Corporation Limited (MD/IPRCL). The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
20.3.1 Number of Arbitrators	Further, it is agreed between the parties as under The arbitral tribunal shall consist of: (i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs.50 Lakhs. (ii) 3 (Three) arbitrators in all other cases.
20.3.2 Procedure for Appointment of Arbitrators	The arbitrators shall be appointed as per following procedure: (i) In case of Sole Arbitrator: MD/IPRCL shall appoint an arbitrator within 60 days from the day when a written and valid demand for arbitration is received by MD/IPRCL. (ii) In case of 3 Arbitrators: (a) Within 60 days from the day when a written and valid demand for arbitration is received by MD/IPRCL, the Employer will forward a panel of 3 names to the contractor. The contractor will then give his consent for any one name out

	of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer. (b) Employer will decide the second Arbitrator. MD/IPRCL shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the contractor. In case the contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/IPRCL shall nominate both the Arbitrators from the panel. (c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon consensus within a period of 30 days from the appointment of the Arbitrators subsequently appointed, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed MD/IPRCL. (iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/IPRCL fails to act without undue delay, the MD/IPRCL shall appoint new arbitrator/arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
20.3.3	**Qualification and Experience of Arbitrators (to be appointed as per sub-clause 20.3.2 above):** The contract being of specialized nature requiring knowledge and experience of dealing with construction contracts, the arbitrators to be appointed shall have minimum qualification and experience as under: **Arbitrator shall be:** a working/retired officer (not below E-9 grade and above in a PSU with which IPRCL has no business relationship) of any discipline of Engineering or

	Accounts/Finance department, having experience in Contract Management of construction contracts; or a retired officer (retired not below the HAG level) of any Engineering/Accounts Services of Central Government, having experience in Contract Management of construction contracts; or a retired officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-9 grade in IPRCL or a PSU with which IPRCL has a business relationship) of any Engineering discipline or Accounts department, having experience in Contract Management of construction contracts. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator. In case any person having the qualification and experience other than that mentioned above is nominated as arbitrator, the arbitration clause shall cease to exist and shall not be applicable.
20.3.4	No new claim, except as otherwise mutually agreed by the Parties, shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it
20.3.5	Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during amicable settlement.
20.3.6	The reference to arbitration may proceed, notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by the reason of the arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the Works, nor shall payment to the Contractor be withheld on account of such proceedings.
20.3.7	If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer

	shall be discharged and released of all liabilities under the contract in respect of these claims.
20.3.8	Arbitration proceedings shall be held at ……., India or at a place where GGM/CGM IPRCL's (dealing the contract) office is located, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
20.3.9	The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based.
20.3.10	Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail. A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award. A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
20.3.11	Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
20.3.12	The fees and other charges of the conciliator/arbitrators shall be as per the scales fixed by the employer **[enclosed in Section-7 Part-B (Particular Conditions of Contract) Annexure 4 to Section-7)]** from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.
21.0 Jurisdiction of courts	The Contract Agreement shall be subject to exclusive jurisdiction of Courts as indicated in the Contract Data.

APPENDIX 1

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

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

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

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

c) **Employees P.F. and Miscellaneous Provision Act 1952 (since amended):** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
(i) Pension or family pension on retirement or death, as the case may be.
(ii) Deposit linked insurance on the death in harness of the worker.
(iii) payment of P.F. accumulation on retirement/death etc.

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

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

(i) HOD of concerned unit may nominate/entrust officer not below the rank of Dy. HOD (JGM/AGM) with the overall responsibility for enforcement of statutory Labour laws compliances in the respective project units as Principal Employer.

For labour laws compliance, to sign the Forms/ Certificates Dy. HoD may also act as Principal Employer. Thus, Dy HOD may also act as Principal Employer to carry out all the acts to be done by the principal employer

(ii) Contractor shall submit a certificate with all relevant details to the Engineer or Engineer's representatives that **"I have submitted the PF & ESI of contract labours engaged in connection with this contract and nothing is outstanding".**

After that, payment of any 'On Account Bill' or 'Final Bill' shall be processed for release.

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

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

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

i) **Payment of Bonus Act 1965**: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

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

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

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

m) **Child Labour (Prohibition & Regulation) Act 1986**:The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for

regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

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

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

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

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

Section 7

Special Conditions of Contract

Part A: Contract Data

Section 7 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

Part A - Contract Data

Conditions	Reference to GCC	Data		
Contract Type	**-**	RRCS Work Contract with AMC		
Employer's name and address	**1.1.2.2 & 1.3**	Indian Port Rail & Ropeway Corporation Limited (A Joint Venture of Major Ports and RVNL, under Ministry of Ports, Shipping & Waterways) 4th Floor, Nirman Bhavan, M P Road, Mazgaon, Mumbai-400010		
Employer's Representative	**1.1.2.6**	Joint General Manage(Elec.) Indian Port Rail & Ropeway Corporation Limited, Address 4th Floor, Nirman Bhavan, M P Road, Mazgaon(East), Mumbai-400010 Email:- lavkesh.bhardwaj@iprcl.in		
Engineer's name and address	**1.1.2.4 & 1.3(b)**	Will be notified later		
Defects Notification Period	**1.1.3.7**	Defects Notification period is 2 years. During the Complete Defects Notification Period. Bidder has to depute at least one representative at site for which no extra payment will be done.		
Sections	1.1.5.6; 1.1.3.3 & 8.2	**Project Sections Name/Description** (Sub-Clause 1.1.5.6)	**Time for Completion** (Sub-Clause1.1.3.3 & 8.2) T: Date of Issue of LOA	
		TWO NOS. OF RLS(RLS-1&RLS-2) WITH EACH RLS HAVING SINGLE TRACK AND SINGLE	**Preparation and Approval of Design and Drawings**	**T+2 months**
			Materials procurements	**T+4 months**

		CHUTE ON SINGLE TRACK FOR MCL, LAJKURA PROJECT	**Materials Erection**	**T+5 Months**
			Interfacing with existing OHE & Commissioning of RRCS System	**T+6 months**
			Defect Liability Period	**T+6+24 months**
			AMC Contract	**T+6+24+36 months**
Electronic transmission systems	1.3 (a)	Not permitted		
Address for Communication to Employer	1.3 (b)	**Joint General Manage(Elec.)** **Indian Port Rail & Ropeway Corporation Limited,** **Address: 4th Floor, Nirman Bhavan,** **M P Road, Mazgaon(East),** **Mumbai-400010** **Tele. No. : 022-66566335** **Email:- lavkesh.bhardwaj@iprcl.in**		
Governing Law	1.4	The Laws of Republic of India		
Ruling language	1.4	English		
Language for communications	1.4	English		
Time for access to Site (after the date of commencement)	2.1	Starting from the Date of Commencement, the section will be progressively handed over **in 7 days**		
Performance Security	4.2 & 11.9	(a) The Performance Security shall be for an amount of 5% (Five percent) of the Accepted Contract Amount excluding GST and in the same currency (ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. (b) Additional Performance Security, if any shall be for an amount as determined by Employer in terms of ITB 35.5 and informed through letter of award and in the same currency (ies) of the Accepted Contract amount in the prescribed form valid for a period of 28 days beyond issue of Performance certificate.		

		(c) Performance Certificate shall be in two part separately for Sch.-A(Construction/Main Contract) & Sch.-B(AMC Contract) as per Awarded value. (d) The Performance security of Main/Construction Contract i.e. Sch.-A Work will be released only after the completion of Defect Notification Period. (e) The Performance security of AMC Contract i.e. Sch.-B Work will be released only after 28 days of completion of AMC Contract.
Performance Security	4.2	Rate of addition or reduction of Performance Security due to variation in contract price: 5% (Five percent)
Normal working hours	6.5	Sunrise to Sunset (This may be modified to suit the work requirements).
Commencement of works	8.1	Within **7 days** from the date Contractor receives Letter of acceptance.
Extension of time for completion & **Delays caused by Authorities**	8.4 & 8.5	Notwithstanding anything contained herein and elsewhere in the GCC, extension of time determined by the Engineer under this clause shall not entitle the Contractor to any rate increase for any item of work/Bill of Quantities, irrespective of provision of adjustment for changes in cost under Clause No. 13.8, i.e. No Price adjustments shall be applicable to such extended period. Extension granted by the Engineer shall be subject to signing of supplementary agreement in the prescribed form placed at Section 8: Contract Forms, duly signed by the both parties.
Rate of Progress	8.6	Moreover, provision of adjustment for changes in cost under Clause No. 13.8 shall not be applicable to such periods of extension determined by the Engineer under clause 8.6. Extension granted by the Engineer shall be subject to signing of supplementary agreement in the prescribed form placed as Section 8: Contract Forms, duly signed by the both parties.
Delay damages for the Works	8.7 and 14.15 (b)	(i) 1/25000 of the Contract Price per day in the currencies and proportions in which the Contract Price is payable in case of delay in completion for entire works.

Maximum amount of delay damages	8.7	5 % (five percent) of the Contract Price.
Amount of bonus for early completion	8.13	Not Applicable
Adjustment for changes in cost	13.8	Not Applicable.
Mobilization advance payment	14.2.1	Not Applicable.
Timing of Mobilization Advance Payment	14.2.1	Not Applicable.
Advance Payment against Plant and Machinery	14.2.2	Not Applicable.
Interest on Advance Payment	14.2.1 & 14.2.2	Not Applicable.
Repayment rate of Advance payment	14.2.4	Not Applicable.
Percentage of Retention Money	14.3(c)	The Retention Money shall be 5% of the Contract Price. The retention money shall be deducted at the rate of 10% from each Interim Payment Certificate till total 5 % retention money is recovered. However, after deduction of 50% of the retention money on request of the contractor same may be refunded against acceptable form of Bank Guarantee is submitted by the contractor and accepted by the Employer.
Limit of Retention Money	14.3(c)	5% of contract Price.
Plant and Materials	14.5 (b) (i)	Not applicable.
	14.5(c) (i)	Not applicable.
Interim Payment Certificates	14.3 & 14.6	a) Interim payment certificate is only allowed against the submission of BG of equivalent amount of 100 % amount of Interim payment certificate with validity after 3 months of successful operation of installed system.

		b) 80% payment of final payment will be released after 3 months of successful operation of the installed system. (Please also see Section 9 BOQ preamble Para D (Payment procedure))
Payment	14.7	The 80% payment will be released only after 3 months of successful operation of the Installed system duly deducting retention money. (Please also see Section 9 BOQ preamble Para D (Payment procedure))
Payment through Letter of Credit(LC)	14.7	Not Applicable.
Maximum Total Liability of the Contractor	17.6	Accepted Contract Amount
Periods for submission of insurance: **a) evidence of insurance** **b) relevant policies**	18.1	a) 14 days b) 28 days
Maximum amount of deductibles for insurance of Employer's risks.	18.2 (d)	NIL
Minimum amount of insurance by the Contractor for Works and Contractor's Plant and Materials including loss or damage to equipment.	18.2	100 (hundred) percent of Contract price
Minimum amount of insurance by the Contractor for Third party insurance including damage to Other Property and personal injury or	18.3	**Rs.2 (two) crores per occurrence without any limit for number of occurrences.**

death insurance for: a) for other people, and b) for Contractor's Employees.		
Force Majeure	19.0	The Time for Completion shall be extended by the Engineer by the duration of such force majeure event without any delay damages (under clause 8.7) and the contractor shall not be entitled to any increase in rate of any item of work/Bill of Quantities and provision of adjustment for changes in cost under Clause No. 13.8 shall not be applicable to such period of extension. Extension granted by the Engineer shall be subject to signing of supplementary agreement in the prescribed form placed as Section 8: Contract Forms, duly signed by the both parties.
Jurisdiction of Courts	21	Bhubaneswar.

द्रुतमेव कुशलं संयोजनम्

Section 7

Special/ **Particular** Conditions of Contract

Part B: Specific Provisions

द्रुतमेव कुशलं संयोजनम्

SECTION – 7

PART B

SPECIAL/PARTICULAR CONDITIONS OF CONTRACT

Whenever there is a conflict or inconsistency between the provisions of the Particular Conditions of Contract–Section 7 PART B and the General Conditions of Contract–Section 6, the provisions stipulated in Particular Conditions of Contract–Section 7 PART B shall prevail and supersede those appearing in the General Conditions of Contract–Section 6.

द्रुतमेव कुशलं संयोजनम्

Section 7 – PART B - Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) Section 7-Part B shall supplement the General Conditions of Contract (GCC) Section 6. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC Section 6.

Table of Clauses

Reference to Sub Clause	Subject	Page No	Remarks
4.8	Annexure 1 – Safety Provisions	256 to 259	amended
13.8	Annexure 2 – Adjustments for changes in cost, Percentages governing Price Adjustment	260	Deleted.
20.2	Annexure 3 – Procedure for Amicable Settlement in Contracts	261	
20.3.12	Annexure 4 – Fee Structure for Arbitrators/ Reconciliators	262 to 264	
	Annexure-5- Office order no 01/2024 regarding applicability of EOT and PVC clauses	265 to 266	

द्रुतमेव कुशलं संयोजनम्

Annexure 1 to Section 5

Safety Provisions

(1) The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O Convention No.62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances; such as safety goggles, helmets, masks, etc to the workmen and the staff.

(2) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal in 1 vertical)

(3) Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as maybe necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying in from the support or structure.

(4) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of any platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (3) above.

(5) Every opening in the floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.

(6) Safe means of access and egress shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 metres in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.

(7) Adequate precautions shall be taken to prevent danger from electrical equipment. Adequate safety measures shall be taken when any work is undertaken near any live highly charged electric wire. Necessary shutdown may be arranged, where and whenever essential. All rules in force in this connection shall be fully complied with. The Contractor shall ensure all precautions to prevent any accidents due to electrocution or otherwise.

(8) No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear the expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

(9) Excavation and Trenching : All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof, Ladders shall be extended from the bottom of the trench to at least 1 metre above the surface of the ground. The sides of a trench, which is 1.5 meters or more in depth shall be stepped back to provide a suitable slope, or be securely held by timber bracing so as to avoid the danger of side collapse. Excavated material shall not be placed within 1.5 meters of the edge of any trench or half the depth of the trench, whichever is more. Excavation shall be made from the top to the bottom. Under no circumstances shall undermining or undercutting be done.

(10) Demolition: Before any demolition work is commenced and also during the process of the work :

(a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(b) No electric cable or apparatus, which is liable to be a source of danger other than a cable or apparatus used by operators, shall remain electrically charged:

(c) All practical steps shall be taken to prevent danger to persons employed by the Employer, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

(11) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of such equipment by those concerned.

(a) Workers employed on mixing asphaltic materials, cement, lime mortars, concrete etc. shall be provided with protective footwear and protective goggles.

(b) Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles.

(c) Those engaged in welding works shall be provided with welder's protective eye-shield.

(d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(e) When workers are employed in sewers and manhole, which are in use, the contractor shall ensure that manhole covers are open and manholes are ventilated at least for an hour before workers are allowed to go into them. Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public.

(12) The Contractor shall not employ men below the age of 18 years and women, on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken:

(a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

(c) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable workers to wash during and at the close of any day's work.

13) When work is performed near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

(14) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

(a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order, be regularly inspected and properly maintained.

(ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects

(b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including scaffold equipment. Only trained men over the age of 21 shall be permitted to give signals to such plant and appliance operators.

(c) For every hoisting machine and every chain hook, shackle, swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to in the paragraph above shall be loaded beyond safe working load except for the purpose of testing.

(d) In case of the Employer's machine, safe working load shall be notified by the Engineer or his Representative. As regards Contractor's machines, the Contractor shall notify safe working load of each machine to the Engineer or his Representative, whenever he brings it to the site of work and get it verified by him.

(15) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce the risk of accident during descent of load to the minimum. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductor of electricity.

(16) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

(17) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

(18) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer or his Representative.

(19) Notwithstanding anything contained in conditions (1) to (17) above, the Contractor shall at its own costs, remain liable to comply with the provisions of all acts, rules, regulations, and bylaws for the time being in force in India and applicable in this matter.

(20) For work carried out in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961.

(21) The Contractor shall at his own expense provide protective safety Equipment like gloves and footwear for all labour engaged on concrete mixing work and all other types of working involving the use of tar, cement, etc. to the satisfaction of the Engineer or his Representative, and on his failure to do so, the employer shall be entitled to provide the same and recover the cost from the Contractor.

(22) The Contractor shall be responsible for observance, by the sub-contractors, of the foregoing provisions.

"Clause 13, Sub – Clause 13.8: Adjustment for changes in cost

Annexure-2

Percentages governing Price adjustment

Coefficients governing the adjustment of changes in cost

DELETED

*****

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

Annexure-3

Amicable Settlement

इंडियन पोर्ट रेल एंड रोपवे कॉर्पोरेशन लिमिटेड
(पत्तन, पोत परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार के अधीन संयुक्त उद्यम)
Indian Port Rail & Ropeway Corporation Ltd.
(A JV Company under Ministry of Ports, Shipping & Waterways, Government of India)
CIN No: U60300DL2015PLC282703
(An ISO 9001, 14001 & 45001 Certified Company)

इतमेव कुशलं संयोजनम्

SAGARMALA

IPRCL/Mumbai/General/5 **Date: 18.12.2023**

Sub: - Policy for Amicable Settlements

The following procedure is issued for amicable settlement in contracts: -

1.0 Whenever the contractor submits a request for amicable settlement, GGM/CGM/GM in-charge of the project should forward the same to MD/IPRCL through associate finance and concerned Director for constitution of Amicable Settlement Committee, including nominating one of the member as Convenor. The Amicable Settlement Committee, through Convenor shall then proceed to fix up date of hearing and invite the Contractor to present its claims before it.

2.0 The amicable settlement committee shall comprise of the following: -
   i. GGM/CGM/GM directly in-charge of the project;
   ii. Finance Officer i.e., GM or above level officer.
   iii. GGM/CGM/GM directly in-charge of the project of other discipline(s) in case the issues involve other discipline(s) of the Engineering or any GGM/CGM/GM having experience of dealing with Works/Supply Contracts.

3.0 Amicable Settlement Committee shall make an attempt to resolve the issues/disputes/Claims within 45 days of request by the contractor. In case of non-resolution within 45 days, 45 days extension can be agreed by the Committee. Extension beyond 90 days but not exceeding 120 days has to be approved by the Managing Director duly considering reasons for delay, as brought out by the Convenor of the Committee in the proposal for extension. If the Committee is unable to reach amicable settlement, the Convenor of the committee shall communicate the same to the contractor and the Managing Director.

4.0 In case any dispute between the Engineer and the Contractor for which claim has already been made by the contractor, remains unresolved as per 3.0 above, the Contractor may again request to settle the dispute amicably through Independent External Monitors (IEMs) in case such a provision exists in the contract.

This issues with the approval of Competent Authority.

18/12/2023

Sudhanshu Kumar
JGM (P&CC)/Mumbai

Copy to:- (i) Managing Director
(ii) Director (Works) **for information please.**
(iii) All GGMs, CGMs, GMs, AGMs/JGMs/DGMs at Corporate office and Project Offices. - **for information and necessary action please.**
(iv) Office Order file.

Annexure-4

इंडियन पोर्ट रेल एंड रोपवे कॉर्पोरेशन लिमिटेड
(पत्तन, पोत परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार के अधीन संयुक्त उद्यम)
Indian Port Rail & Ropeway Corporation Ltd.
(A JV Company under Ministry of Ports, Shipping & Waterways, Government of India)
CIN No: U60300DL2015PLC282703

SAGARMALA

No- IPRCL/Mumbai/General/05 Date: -21.02.2023

OFFICE ORDER No-....20...../2023

Sub: Fee Structure for Arbitrators/Conciliators

****

The fee structure for Arbitration/Conciliation cases arising out of contracts awarded by IPRCL shall be as indicated below:

Sr. No.	Particulars	Maximum amount payable per Arbitration/Conciliator, per case	
1	Arbitrator/Conciliator's Fee	The Fee shall be as given below:	
		Sum in Dispute	**Fee for each Arbitrator**
		Up to Rs.5.00 Lakh	Rs.45,000
		Above Rs.5.00 lakh and up to Rs.20.00 lakh	Rs.45,000 plus 3.5% of the claim amount over * above Rs.5.00 lakh
		Above Rs.20.00 lakh and up to Rs.1.00 crore	Rs.97,500 plus 3% of the claim amount over * above Rs.20.00 lakh
		Above Rs.1.00 crore and up to Rs.10.00 crore	Rs.3,37,500 plus 1% of the claim amount over & above Rs.1.00 crore
		Above Rs.10.00 crore and up to Rs.20.00 crore	Rs.12,37,500 plus 0.75% of the claim amount over & above Rs.10.00 crore
		Above Rs.20.00 crore	(Rs.19,87,500 plus 0.5% of the claim amount over & above Rs.20.00 crore) , **with overall ceiling of Rs.30.00 Lakh.**
		NOTES: (i) **"Sum in Dispute"** shall include both claim and counter claim amounts i.e. the fee of the Arbitral Tribunal is fixed on the cumulative value of the claim and counter claim. (ii) The overall maximum ceiling of Fee for each arbitrator is Rs. 30 Lakh. (iii) In the event, the Arbitral Tribunal is a sole arbitrator, he/she shall be entitled to an additional amount of twenty-five percent on the fee payable as above.	

Page 1 of 3

		(iv) The Arbitral Tribunal's fee shall be inclusive of all charges such as studying of documents and Publishing/ Declaration of Award. (v) The Arbitral Tribunal's fee shall be payable in stages: a) 15% of fee - After 1st (Preliminary) Hearing b) 15% of fee - On Completion of Pleadings by both Parties c) 25% of fee - On Completion of the Claimant's Arguments d) 25% of fee - On Completion of the Respondent's Arguments e) 20% of fee - On Conclusion of Rejoinder(s)by both Parties i.e. After Final Hearing.
2	Conciliator/Mediator/Dispute Adjudication Board Member Fee	Rs. 40,000/- per sitting.
3	Secretarial Assistance & Incidental Charges (phone, postage etc.)	Rs. 30,000/- (lumpsum per case)
4	Other Expenses: i. Travelling Expenses ii. Lodging and Boarding	Actual against bills subject to the prescribed ceiling given below applicable for the days of hearing only: Economy Class (by air), first class AC (by train) and AC Car (by road) a) Rs. 10,000/- + GST per day (In Metro cities) b) Rs. 7,500/- + GST per day (In other cities) c) Rs. 3,000/- + GST per day, if any Arbitrator does not stay in the hotel as mentioned (a) and (b) above **NOTE:** 1. Lodging, Boarding, and Travelling Expenses shall be allowed for those members who are residing 100 Km away from place of hearing. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore, and Hyderabad shall be considered as Metro cities.
5	Local Travel	Rs. 2,000/- per day

21/02

NOTE:-

(i) GST and Income Tax as applicable will be deducted as per extent law.

(ii) The fee is to be share equally between IPRCL and the other party to the dispute.

(iii) The fees and other charges of the Conciliator/Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s)/ is/are appointed by the Employers or by the Court of law unless specifically directed by Hon'ble court otherwise on the matter.

This issues with the approval of MD/IPRCL and shall be immediately effective including all ongoing cases where fees have not yet been fixed.

21/02

(Sanjay J Rawool)

CGM(P&CC)/IPRCL

Copy to:-

(i) MD/IPRCL- For information Please.

(ii) Director/Works- For information Please.

(iii) All GGMs/CGMs/GMs/AGMs/JGMS of IPRCL- For information please.

Annexure-5

इंडियन पोर्ट रेल एंड रोपवे कॉर्पोरेशन लिमिटेड
(पत्तन, पोत परिवहन एवं जलमार्ग मंत्रालय, भारत सरकार के अधीन संयुक्त उद्यम)
Indian Port Rail & Ropeway Corporation Ltd.
(A JV Company under Ministry of Port, Shipping & Waterways, Government of India)
CIN No: U60300DL2015PLC282703
(An ISO 9001, 14001 & 45001 Certified Company)

द्रुतमेव कुशलं संयोजनम्

SAGARMALA

No: IPRCL/Mumbai/General/5 Date: 02.01.2024

OFFICE ORDER No-01/2024

Sub: -Applicability of EOT and PVC clauses -Reg.

It has been observed that although delays in execution of works by Contractors happens due to multiple reasons; falling under different clauses of GCC, Competent Authorities while considering applications of the Contractor(s), grant extension only under single clause.
Henceforth following procedure shall be adopted for submission of application by the Contractor, recommendation by the Engineer concerned and grant of extension by the respective Competent Authority:

1.0 Contractor while submitting application for extension under specific clause(s) has to back up and justify their claim by providing information under format provided at Appendix-I. Any hinderance claimed by the Contractor under GCC Clause 8.4 or 8.5 has to be supported by furnishing evidence of availability of Engineer, labour, machines, equipment, materials, licenses for doing any activity and such other resources required by the Contractor for carrying out the work or a section of the work which otherwise got hindered on account of presence of the respective hindrances. Further, the Contractor has to also furnish evidence of carrying out their activities as per the rate of progress derived under clause 8.3 just prior to the onset of the respective hindrance.

2.0 The Engineer supervising the work of the Contractor shall examine the application of the Contractor specifically certifying and recommending various delays/extension under each clause 8.4, 8.5, 8.6, 8.7 and 19.0 of GCC.

3.0 In case of multiple reasons of delay falling under more than one clause among 8.4, 8.5, 8.6, 8.7 and 19.0 of GCC, the Engineer shall concurrently recommend separate extensions under each clause; commensurate with the extent of delay and the same shall be considered by the Competent Authority accordingly.

4.0 No application of the contractor or recommendation by the Engineer; in which clause 8.7 of GCC has been excluded, shall be considered by the Competent Authority without evidence and undertaking / Certificate of adequate availability of resources at site by the contractor for carrying out for the work in terms of GCC Clause 8.3 just prior to the onset of the specific hindrance.

5.0 Adjustment for changes in cost, i.e. Price adjustment under clause 13.8 shall apply only during the time for completion specified under GCC Cl No 8.2. Price adjustment can be considered in certain exceptionally longer period of extensions granted under clauses 8.4, 8.5 or 19 subject to the contractor submitting sufficient justification for the same and shall be dealt with as a variation with concurrence of finance and approval at level not less than Director concerned or the tender accepting authority whichever is higher.

The format of application for seeking extension of time by contractor (as Appendix- I) and format for granting time extension to contractor by IPRCL (as Appendix-II) is enclosed herewith for guidance and compliance.

This issues with the approval of competent authority.

Encl.: AA

Phani 02/01/24

(C V L Phani)
DGM (C&A)

CC: 1. MD/IPRCL & DW/IPRCL
2. All GGMs/CGMs/GMs/AGMs/JGMs at Project and CO.
3. GM/Fin & Fin Deptt/CO
4. Office Order file

Corporate Office: 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M. P. Road, Mazgaon (E), Mumbai - 400 010
Ph. No. : 022 – 6656 6340; Fax No. : 022 – 6656 6336;Email: cvl.phani@iprcl.in, website: www.iprcl.in
Regd. Office: 1st Floor, NBCC Place, Bhishma Pitamah Marg, Lodhi Road, New Delhi-1100001

Section 8

Contract Forms

Section 8 - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.

Table of Forms

Letter of Acceptance Form No. COF/1	286
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द्रुतमेव कुशलं संयोजनम्

FORM No. COF/1

Letter of Acceptance

[on letterhead paper of the Employer]

. . . . . date. . . . . .

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

Subject:. . . . . [Insert Name and Identification number]……..[Notification of Award]…..

This is to notify you that your Bid dated . . . . [Insert Date]. . . for execution of the . . . [name of the contract and identification number, as given in the Contract Data] . . . for the Accepted Contract Amount of the equivalent of INR . . . [Insert amount in numbers and words and name of the currency]. . , as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form No. COF/3 included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

FORM No. COF/2

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . ., between . . . . . [Name of the Employer. . .. . (hereinafter "the Employer"), of the one part, and . . . . . [name of the Contractor]. . *1*. .(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . [name of the Contract]. . . . .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- the Letter of Acceptance
- the Letter of Technical Bid
- the Letter of Price Bid
- the Addenda Nos. . . . . [insert addenda numbers if any]. . . . .
- the Special Conditions of Contract

  Part A : Contract Data

  Part B : Specific Provisions
- the General Conditions of Contract;
- the Specification
- the Drawings;
- the Work's Requirements
- the completed Schedules including (priced Bill of Quantities)
- Any other documents

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . [name of the borrowing country]. . . . .on the day, month and year indicated above.

Signed by ……	Signed by……
for and on behalf of the Employer	for and on behalf the Contractor
in the presence of	in the presence of
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

1 In case Contractor is a Joint Venture the 'name of the contractor' shall be inserted as under :

"the Joint Venture under the name and title of ……, comprising of ….[Lead Partner] ;…….; and …..."

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COF/3

FORM OF CONTRACT PERFORMANCE SECURITY
(BANK GUARANTEE)
[Refer Clause 41 of Instructions to Bidders]
(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank…..

……..

To:

The Managing Director,

Indian Port Rail and Ropeway Corporation Limited

4th Floor, Nirman Bhavan,

M P Road, Mazgaon,

Mumbai-400010

WHEREAS, Indian Port Rail and Ropeway Corporation Limited, hereinafter called the Employer, acting through [Insert Designation and address of the Employer's Representative], has accepted the bid of [Insert Name and address of the Contractor], hereinafter called the Contractor, for the work of [Insert Nameof Work], vide Notification of Award No.[Insert Notification of Award No.].

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of [Insert Value of Performance Security required], in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, [Insert Name of the Bank],with its Branch [Address]having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorised person of the Bank], have, at the request of the[Insert name of the JV partner], a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank],being fully authorized to sign and incur obligations for and on behalf of the Bank,confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the

Employer the full amount in the sum of [Insert Value of Performance Security required]as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Bank Guarantee shall be unconditional and irrevocable.

1. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8. This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on[Insert the date twenty eight days after the expected end of defect liability period]. All demands for payment under the guarantee must be received by us on or before that date.

9.The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11.The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12.The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13.The Guarantee shall be in addition to and without prejudice to any other security Guarantee(s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date …… ……

Place……. [Signature of Authorised person of Bank]

……

[Name in Block letters]

……..

[Designation]

……

[P/Attorney] No.

……

Bank's Seal

[P/Attorney] No.……

Witness:

1.0 Signature

Name & Address & Seal

2.0 Signature

Name & address & Seal

Note :

1 All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

2 In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.

3. In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s [Insert Name of the JV Partner] in the JV is [Fill share % in the JV] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
द्रुतमेव कुशलं संयोजनम्

FORM OF ADDITIONAL PERFORMANCE SECURITY
(BANK GUARANTEE)
[Refer Clause 35.5 of Instructions to Bidders]
(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From:

Name and Address of the Bank…..

……..

To:

The Managing Director,

Indian Port Rail and Ropeway Corporation Limited

4th Floor, Nirman Bhavan,

M P Road, Mazgaon,

Mumbai-400010

WHEREAS, Indian Port Rail and Ropeway Corporation Limited, hereinafter called the Employer, acting through [Insert Designation and address of the Employer's Representative], has accepted the bid of [Insert Name and address of the Contractor], hereinafter called the Contractor, for the work of [Insert Name of Work], vide Notification of Award No.[Insert Notification of Award No.].

AND

WHEREAS, the contractor is required to furnish additional Performance Security for the sum of [Insert Value of additional Performance Security required], in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, [Insert Name of the Bank], with its Branch [Address] having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorised person of the Bank], have, at the request of the [Insert name of the JV partner], a JV partner on behalf of the contractor, agreed to give guarantee for additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank],being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of [Insert Value of additional Performance Security required]as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and

binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Bank Guarantee shall be unconditional and irrevocable.

6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8. This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Insert the date twenty eight days after the expected end of defect liability period]. All demands for payment under the guarantee must be received by us on or before that date.

9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee(s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date …… ……

Place……. [Signature of Authorised person of Bank]

…….

[Name in Block letters]

……..

[Designation]

……..……

[P/Attorney] No.

…….

Bank's Seal

[P/Attorney] No.……

Witness:

1. Signature

Name & Address & Seal

2. Signature

Name & address & Seal

Note :

1. All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

2. In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.

3 The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.

4 In case the Contractor is a JV, the additional Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partner(s) who is responsible for execution of schedule(s) (as per JV agreement) against which additional Performance Security is required to be submitted in terms of ITB 35.5. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.

Advance Payment Security

[Refer Clause 14.2 of GCC]

(On non-judicial stamp paper of appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From

[Name and Address of the Bank]

To

The Managing Director,

Indian Port Rail and Ropeway Corporation Limited

4th Floor, Nirman Bhavan,

M P Road, Mazgaon,

Mumbai-400010

Beneficiary: Indian Port Rail and Ropeway Corporation Limited.

Guarantee No.: […..reference number of the guarantee….]Dated: [……..]

WHEREAS, **Indian Port Rail and Ropeway Corporation Limited** (hereinafter called the Employer) has entered into Contract No. [….reference number of the Contract….]dated [……] for the execution of [name of the contract] (hereinafter called the Contract) with[….name of the Contractor….](hereinafter called the Contractor).

WHEREAS, according to the Conditions of the Contract, an advance payment is admissible to the contractor against submission of bank guarantee(s).

At the request of the Contractor, we [….name of the Bank….]with our branch at[….address….],having our Head Office at [….address….] (hereinafter called the Bank) have, at the request of the Contractor, agreed to give the said guarantee as hereinafter contained:

1.0 KNOW ALL MEN by these present that I/We the undersigned [….Insert name(s) of authorized representative(s) of the Bank….],being fully authorized to sign and incur obligations for and on

behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantees to pay the Employer the sum of Rs.[….value in figure….](Rupees [….value in words….] only(hereinafter called the Full Amount).

2.0 The Bank undertakes to immediately pay to the Employer, without any demur, reservation or recourse, any amount up to and including aforementioned full amount upon first written demand/demands from the Employer.

3.0 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4.0 The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5.0 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank, the Contractor or the Employer.

6.0 The Bank agrees that no change, addition, modification to the terms of the Contract Agreement or to any document, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

7.0 This guarantee is valid and effective from the date of it's issue, which is [….date of issue….]. The guarantee and our obligations under it will expire on dated ……..[….Please refer note 4 & 5….]. All demands for payment under the guarantee must be received by us on or before that date.

8.0 The Bank agrees that the Employer's right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee validity period expires.

9.0 The Bank agrees that it's obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

10.0 The expressions Bank and Employer herein before used shall include their respective successors and assigns.

11.0 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Dated[.....]

Place[.....]

…….....

(Signature of the Authorized Person of the Bank)

.....

(Name in Block Letters)

.....

(Designation)

.....

(Bank's Seal)

.....

(Authorization No.)

Witness:

.....

Signature, Name & Address

.....

Signature, Name & Address

Note:

1. All italicized text in brackets [….text….] is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
2. In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be issued by Indian operations branch of the said bank.

3. The Bank Guarantee should be duly attested by Notary Public with notarial stamps of appropriate value affixed thereon.

4. Mobilization Advance under GCC 14.2.1:

a. For Single Entity

For each Instalment of Advance, two Bank Guarantees of equal amounts (each equal to half of the first instalment of advance plus 10%) shall be furnished. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.

OR

b. For JV

For each Instalment of Advance, individual JV partner shall furnish Bank Guarantee equal to his share in the instalment of Advance plus 10%. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.

5.0 Advance against Plant and Machinery under GCC 14.2.2:

a. For Single Entity

For each Instalment of Advance, a Bank Guarantee equal to the Instalment of advance plus 10% shall be furnished. The Bank Guarantee shall be valid for the stipulated completion period of the contract.

OR

b. For JV

For each Instalment of Advance, individual JV partner shall furnish a Bank Guarantee equal to his share in the instalment of advance plus 10%. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.

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INDEMNITY BOND FOR THE SAFE CUSTODY OF THE PLANT AND MATERIALS SUPPLIED BY THE CONTRACTOR

[Refer Clause 14.5 of GCC]
(To be executed on Non-Judicial Stamp Paper of Appropriate Value and notarised)

THIS INDEMNITY BOND made on this _____ day of _____ 20___ by _____(insert the name of the Contractor and its registered address) (hereinafter called "the Contractor") which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns, in favour of the Indian Port Rail and Ropeway Corporation Limited, 4th floor , Nirman Bhavan, MbPT building, M P Road , Mazgaon East, Mumbai 400 010 (hereinafter called "IPRCL") on the other part.

WHEREAS by an Agreement/Letter of Acceptance No._____dated _____ (hereinafter called "the said agreement"), the Contractor has agreed to execute the _____(Name of Work) (hereinafter called "the Works") .

AND WHEREAS the Contractor has submitted to IPRCL/ the Engineer for payment on plants &materials procured by him and brought to the site of the Works or his workshop for use in the Works.

AND WHEREAS IPRCL/ the Engineer has agreed to make advance/stage payment to the Contractor the total sum of Rs._____ (in Figures) [Rupees _____ (in Words) in Interim Payment Certificate (IPC) No._____, the quantities and other particulars of which are detailed in this IPC for the said works signed by the Contractor on _____ for the Plant and Materials brought by the Contractor to site of the works or his workshop. Brief details are also mentioned in schedule 1 appended hereto.

NOW THIS INDEMNITY BOND WITNESS that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (in Figures) _____ (in Words) on or before the execution of these presents to be paid to the Contractor by IPRCL so aforesaid, the Contractor doth hereby covenant and agree with IPRCL and declare as follows: -

1. That the said sum of Rs. _____ (In Figures) _____ (in Words) to be paid by IPRCL to the Contractor as aforesaid shall be utilized by the Contractor in or towards the execution of the said works and for no other purpose whatsoever.

2. That the Plant and Materials detailed in the said IPC which have been offered to and accepted by IPRCL/ the Engineer, are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive any further payment on the Plant and Materials which are not absolutely his own property and free from encumbrances of any kind, the Contractor indemnifies the IPRCL against all claims on any Plant and Materials in respect of which payment is to be made to him as aforesaid.

3. That the Contractor undertakes that the Plant and Materials shall be used exclusively for the

performance / execution of the Contract strictly in accordance with the terms and conditions of the Contract and no part of the Plant and Materials shall be utilized for any other work or purpose whatsoever.

4. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Plant and Materials against all risks whatsoever including acts of the God till the Plant and Materials are duly incorporated in the works, commissioned and are taken over by IPRCL/Railway (including surplus Plant and Materials, if required as instructed by IPRCL/ the Engineer) in accordance with the terms of the Contract. The Contractor undertakes to keep IPRCL harmless against any loss or damage that may be caused to the Plant and Materials.

5. That the said Plant and Materials shall not on any account be removed from the site of the works except with the written permission of IPRCL/ the Engineer. Further, IPRCL/ the Engineer shall always be free at all times to take possession of the materials in whatever form the materials may be in, if in its opinion, the Plant and Materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts or omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of IPRCL to return the Plant and Materials without any demur or reservation.

6. That the said plant and materials shall, at all times, be open to inspection by IPRCL/ the Engineer or any authorized representative. In the event of the said material or any part thereof at any time being found to be in lesser quantity than for which payment has been released or the same has been stolen, destroyed or damaged or becoming deteriorated, the Contractor will forthwith replace the same or repair and make good the same as required by IPRCL/ the Engineer.

7. That making payment does not mean that Plant and Materials are of required specifications and quality or that whole of the quantity brought to site by Contractor will be used in the work. The Contractor is fully responsible for the materials to conform to required quality and specification and if at any time IPRCL/ the Engineer do not find the material satisfactory, the Contractor at his own cost would replace these. IPRCL/ the Engineer would be at liberty to recover cost of these from any dues of the Contractor. Also any Plant and Materials which are in excess of what is finally required under the contract would be the Contractor's property without any liability on IPRCL/ the Engineer who would recover the cost of this from the Contractor.

8. That this Indemnity Bond is irrevocable. If at any time, any loss or damage occurs to the Plant and Materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of IPRCL/ the Engineer as to assessment of loss or damage to the Plant and Materials shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Plant and Materials

at its own cost and/or shall pay the amount of loss to IPRCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to IPRCL/ the Engineer against the Contractor under the Contract or under this Indemnity Bond.

9. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of those presents, the total amount of the payment shall immediately on the happening of such default be recovered by IPRCL/ the Engineer from any dues of Contractor. It is also clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

10. IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative, the day, month and year first above mentioned.

11. SCHEDULE 1

Particulars of the Plant and Materials	**Quantity**	**Value of the Plant and Materials**

Signed, Sealed and Delivered by the said Contractor

(Contractor's Name)

Dated: ……. (AUTHORISED SIGNATORY)

Place: ……. SEAL OF COMPANY

IN THE PRESENCE OF:

WITNESS: SIGNATURE _____

NAME: _____

ADDRESS : _____

Note:

The contractor has the option to submit the Indemnity Bond to cover all the items and quantities of Plant and Materials of stage payment or to submit indemnity bond each time the stage payment is to be taken or Plant and Materials advance is to be taken.

INDIAN PORT RAIL & ROPEWAY CORPORATION LIMITED
IPRCL
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FORM OF BANK GUARANTEE FOR RELEASE OF BALANCE RETENTION MONEY

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

……..

…….Name and Address of the Bank…..

……..

To:

The Managing Director,

Indian Port Rail and Ropeway Corporation Limited

4th Floor, Nirman Bhavan,

M P Road, Mazgaon,

Mumbai-400010

(a) WHEREAS, Indian Port Rail and Ropeway Corporation Limited, (hereinafter called the Employer), acting through [Insert Designation and address of the Employer's Representative], has entered into a contract with [Insert Name and address of the Contractor's Representative],, (hereinafter called the Contractor), for the work of [Insert Name of Work], vide Notification of Award No.[Insert Notification of Award No.].

(b) WHEREAS as per conditions of contract Employer has deducted an amount of RS____[Insert Amount deducted as retention money]towards retention money till date, and WHEREAS now the contractor has requested the Employer for releasing the said amount on submission of a bank guarantee of equivalent amount which has been accepted by the Employer.****

OR

WHEREAS as per conditions of contract Employer has deducted an amount of RS____ [Insert Amount deducted as retention money]towards retention money till date, out of a total amount of Rs____ [Insert total Amount of retention money deductable as specified in the contract]which is due to be deducted as retention money as per Contract agreement and WHEREAS now the Contractor has requested the Employer to accept a bank guarantee of the equivalent amount of the total retention money due as per contract agreement so that the amount already deducted may be released in favour of the contractor and that no further deduction towards retention money will be made in future which has been accepted by the Employer. ****

(c) WHEREAS, [Insert Name of the Bank], with its Branch [Address] having its Headquarters office at [Address], hereinafter called the Bank, acting through [Designation(s) of the authorised person of the Bank], have, at the request of the contractor, agreed to give guarantee as hereinafter contained:

1.0 KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank],being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee the Employer to pay the full amount in the sum of [Insert Value of the Bank Guarantee being submitted] as above stated.

2.0 The Bank undertakes to immediately pay to the Employer any amount up to and including aforementioned full amount upon written order/orders from the Employer without any demur, reservation or recourse.

3.0 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4.0 The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5.0 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

6.0 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

7.0 This guarantee is valid and effective from the date of it's issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Insert the date twenty eight days after the expected end of defect liability period.]. All demands for payment under the guarantee must be received by us on or before that date.

8.0 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee expires.

9.0 The Bank agrees that it's obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

10.0The expressions Bank and Employer herein before used shall include their respective successors and assigns.

11.0 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Date …… ……

Place……. [Signature of Authorised person of Bank]

[Name in Block letters] ……

[Designation] ……

Address ……..

…….

Witness :

1.0 Signature

Name & Address & Seal

2.0 Signature Bank's Seal

Name & address & Seal Authorisation No……..

Note :

1) All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
2) In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be countersigned by Indian operations branch of the said bank.
3) The Bank Guarantee should be duly attested by Notary public with notarial stamps of appropriate value affixed thereon.
4) **** strike out whichever is not applicable.

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NO CLAIM CERTIFICATE

Our business under the name and style (Name of the Contractor)_____with the office at ___(Address)_____ having executed the work of "(Name of the Work)_ _____" for M/s Indian Port Rail Corporation Limited (IPRCL) under the pursuant to subcontractor agreement letter of award bearing No. _____ dated _____ and agreement No _____ dated _____ after completion of the above said work have reconciled the account statement with the project official of IPRCL and have scrutinized all our work done measurement claims, conclusions, disputes, issues with the project officials.

I confirm that I am entitled to Rs. _____ (Rupees _____) only in full and final settlement of all my measurement claims, issues and conclusions from IPRCL and confirm and declare that with the receipt of aforesaid money, all measurement claims, disputes, differences between my above said business and M/s Indian Port Rail Corporation Limited under and with reference to the above said agreement/letter of award No. _____ dated _____ And agreement No. _____ dated _____ fully and finally settled.

I hereby declare that on account of above Contract, myself or any employee of subcontractor shall not have any claims on IPRCL.

For & On Behalf of

……..

Date:

Place:

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APPLICATION FOR SEEKING EXTENSION OF TIME

To,
GGM/CGM/GM of Concern Unit
IPRCL

Sub: - Grant of Extension of Time

Ref.: Your letter No ……. Dtd…… seeking Extension of Time.

Sir,

1. Name of the Contractor:……..
2. Name of the work as given in the Agreement……..
3. LOA No……
4. Agreement No……..
5. Original Agreement Value (in Rs)…….
6. Revised Agreement Value (in Rs)……
7. Date of Commencement of Work as per Agreement…….
8. Date of Completion as stipulated in the Agreement……..
9. Period allowed for completion of work as per Agreement……
10. Period for which extensions is applied for now from…… to …… (……days/Months)

11. Resources available

SN	Planned as per Time for Completion	Actual status at site/Remarks
1	Engineers/Labour -……..nos	
2	Equipments/ Machineries - …….nos	
3	Construction raw Materials - …….cum	
4	Procurement of various items – like P Way fittings, sleepers, bridge bearings etc. as per agreed procurement plan	
5	All statutory compliances like validity of policies/licenses/mining & royalty clearances	
6	Construction Programme/Schedule planned & agreed and asking rate per day/month for major items/section completion	

12. Hinderances (if any) on account of which extensions is applied for with dates on which hinderances occurred and the period for which these are like to last. Details of hinderances are given below: -

Sr No	Nature of Hinderances	Items of Work which could not be executed on account of this Hinderances	Date of start of Hinderances	Date of removal of hinderances	Overlapping Period, if any	Period for which it is likely to last
1						
2						
Total of Hinderances in days after deduction of overlapping period						…….. days

(Hinderance Register Jointly signed by Clients and Contractors representative is attached)

13. Delay in Completion beyond schedule date……..

14. Supplementary Agreement duly signed by Authorized representative of Contractor is attached. **(Annexure-A)**

Therefore, it is requested to grant the Time extension for Completion of the work up to ……. ……without/with LD.

(……..)
Authorized Signatory of the Contractor
Stamp

PROFORMA FOR GRANTING TIME EXTENSION

No. _____Date: _____

To,

Contractor's representative

Address

Sub: (i) _____*(name of work)*

(ii) Letter of Acceptance No./ Agreement No. _____

(iii) Supplementary Agreement No……

Ref: *(Quote specific application of Contractor for extension to the date received)*

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby grant extension of the time for completion by ……days/months under Clause No……, ……days/months under Clause No……,……days/months under Clause No……,……days/months under Clause No……

3. Please note that all other terms & conditions shall remained same as per the original contract agreement dated ____ and you shall not be entitled to any adjustment for changes in cost of any item of work / bill of quantities, i.e. Price adjustment shall not be applicable to the above extended period of time of completion.

4. Please intimate within a week of the receipt of this letter as your acceptance of the extension of the conditions stated above.

5. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (*here mention the extended date*), further action will be taken in terms of Clause 15 of the General Conditions of Contract.

6. The Supplementary Agreement (if any revision done) to be signed accordingly, only after that the time extension will be valid.
Please signify your agreement to this extension by signing and returning the duplicate of this letter.

Yours faithfully

For and on behalf of IPRCL

SUPPLYMENTARY AGREEMENT

'First/Second/Third' SUPPLYMENTARY AGREEMENT FOR the Works/Services for …… ……'NAME OF THE WORK"

THIS First/Second/Third SUPPLYMENTARY AGREEMENT (herein after referred to as the "First/Second/Third Supplementary Agreement") is entered and executed on …….(date) at ……..(Place), effective from ……exclusively as a supplement to the Original Agreement dated ……

BETWEEN

Indian Port Rail & Ropeway Corporation Limited, A JV company under the Ministry of Ports, Shipping & Waterways, Government of India (holding CIN No. U60300DL2015PLC282703, and PAN No. AADCI8930M), having its registered office at 1st Floor, South Tower, NBCC Place, Bhishma Pitamah Marg, Lodhi Road, New Delhi -110003 and its corporate office at 4th Floor, Nirman Bhavan, M.P. Road, Mazagaon (E), Mumbai- 400 010, represented by Managing Director (hereinafter referred to as "IPRCL" which expression unless repugnant to the context be deemed to include the successors, its officers, representatives and assigns) of the ONE PART.

AND

…… (holding CIN No. ……., and PAN No……), having its registered office at …… and its corporate office at ……., herein acting through ……. (hereinafter called 'the Contractor'), which expression shall unless excluded by or repugnant to the context be deemed to include the successors, its officer's representatives and permitted assigns) of OTHER PART.

{The Contractor & IPRCL may hereinafter, as the context may admit or require, be referred to individually as the 'Party' and collectively as the 'Parties']

WHEREAS,

The Parties entered into an Agreement dated…….for Works/Services for the ……..(Name of the Work) (hereinafter referred to as the "Principal Agreement"). As per the Principal Agreement, the works in respect of the works were to be completed by **(original completion date)……**

A. The Parties now wish to extend the time frame for the completion of the Works/Services as provided under the Principal Agreement.

B. The Parties have mutually agreed to supplement the Principal Agreement through this first/second/third Supplementary Agreement to the extent, manner and intent expressly provided herein.

C. It is therefore deemed expedient and necessary to enter into this First/Second/Third Supplementary Agreement being these presents to take on record the terms, conditions & covenants of the revised understanding on the time frame required for completion of the work and to make consequential changes in the Principal Agreement, in respect to time only.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, PARTIES HERETO HEREBY AGREE TO SUPPLEMENT THE PRINCIPAL AGREEMENT DATED …….. NOW THIS FIRST/SECOND/THIRD SUPPLEMENTARY AGREEMENT WITNESSETH AS FOLLOWS:

1. That all capitalized terms and expressions shall, unless defined herein, have the same meanings as respectively ascribed thereto under the Original Contract Agreement.
2. The first/second/ third Supplementary Agreement is effective from ……...
3. In reference to the request of the contractor vide letter dated ____ and determination of extension by the Engineer vide letter no. _____ dated ____ the time for completion is hereby mutually extended by the parties under clause ____ of GCC and clause ____ of SCC with/without delay damage (strike out which is not applicable), by a period of ___ months/ ____ days (i.e. from _____ to _____.)
4. Parties agree that all other terms & conditions shall remains as per the original contract agreement dated ____ and the contractor shall not be entitled to any increase in rate of any item of work / bill of quantities and price adjustment for changes in cost, i.e. Price Variation shall not be applicable to the above extended period of time of completion.
5. The timeline and payment schedule for pending deliverables are placed in Annexure — ……. (To be drafted suitably by HODs if any).
6. That this agreement shall be the first/second/third Supplement to the said Original Agreement and shall be read as a part thereof.
7. Save and except for the above, all other terms and conditions of the Original Agreement as amended shall remain unchanged and unaffected and this first/second/third Supplementary Agreement shall be deemed to be an integral part of the Original Agreement and is to be read along with the same.
8. This first/second/third Supplementary Agreement shall continue to be in force and effect till termination of the Original Agreement as per the terms stipulated therein.
9. This first/second/third Supplementary Agreement is being executed by the Parties

in two counterparts, each of which shall be deemed to be original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this FIRST/SECOND/THIRD SUPPLEMENTARY AGREEMENT, as of the day, date and year first above written.

FOR AND ON BEHALF OF IPRCL	FOR AND ON BEHALF OF CONTRACTOR
Signature	Signature
Name	Name
Designation	Designation
IPRCL	……..
Witness: -	Witness: -
Signature	Signature
Name	Name
Designation	Designation