



**Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”.**

**TENDER NO.: GMRC/GEOTECH/PH-3(B)/2026**

**VOLUME - II**

**Special Conditions of Contracts (SCC)**

**Gujarat Metro Rail Corporation (GMRC) Limited**

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

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## **Special Conditions (SC)**

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

**Part A – Contract Data**

Conditions	Sub-Clause	Data
<b>Employer's name and address</b>	1.1.2.2 & 1.3	Gujarat Metro Rail Corporation (GMRC) Limited Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	Employer will nominate
<b>Bank's Name</b>	1.1.2.11	Deleted
<b>Borrower's Name</b>	1.1.2.12	Gujarat Metro Rail Corporation (GMRC) Limited
<b>Time for Completion of the Works</b>	1.1.3.3	5 months
<b>Defects Notification Period / Defects Liability Period (DLP)</b>	1.1.3.7	<p>The Defect liability period (DLP) shall be 5 months after the date of issue of the latest Taking over Certificate/Work completion certificate for the whole of the works.</p> <p><b>Work by persons other than the Contractor.</b></p> <p>If by reason of any accident or failure or other event occurring to, in, or in connection with the Works any remedial or other work shall, in the opinion of the Engineer, be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Engineer may authorise the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorised by the Engineer is work, which, in the Engineer's opinion, the Contractor was liable to do under the defect liability period Contract, all expenses properly incurred in carrying out the same shall be recoverable by the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.</p>
<b>Sections</b>	1.1.5.6	Not applicable
<b>ESHS Specifications</b>	1.1.6.11	Refer Volume – 2, Condition of Contract on Safety & Health & Environment
<b>Exceptionally Adverse Climatic Conditions</b>	1.1.6.15	Refer Volume – 2, Condition of Contract on Safety & Health & Environment
<b>Governing Law</b>	1.4	Acts and Laws of India
<b>Ruling Language</b>	1.4	English
<b>Language for Communications</b>	1.4	English

Conditions	Sub-Clause	Data
<b>Time for Access to the Site</b>	2.1	The Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the Scope of Work.
<b>Engineer's Duties and Authority</b>	3.1	<p>The Engineer shall obtain specific approval of the Employer before taking the following actions:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Issuing any instruction resulting in substantial changes to the Works, or an increase of the Contract Price and/or an extension of the Time for Completion.</li> <li><input checked="" type="checkbox"/> Proceeding to Determination under Sub-Clause 3.5;</li> <li><input checked="" type="checkbox"/> Issuing Interim Payment Certificate under Sub-Clause 14.6;</li> <li><input checked="" type="checkbox"/> Issuing of a Taking-Over Certificate under Clause 10;</li> <li><input checked="" type="checkbox"/> Instructing a Variation under Sub-Clause 13.1, and/or approving a proposal for Variation under Sub-Clause 13.3 submitted by the Contractor in accordance with Sub-Clause 13.1 or 13.2.</li> <li><input checked="" type="checkbox"/> Specifying the amount payable in each of the applicable currencies under Sub-Clause 13.4.</li> <li><input checked="" type="checkbox"/> Issuing an Instruction for use of Provisional Sums under Sub-Clause 13.5.</li> </ul>
<b>Contractor's General Obligations</b>	4.1	<p>The Contractor shall provide the following documents as part of the Contract and as specified in the Specification:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Shop drawings to be approved by the Engineer prior to starting the Works;</li> <li><input checked="" type="checkbox"/> "As-built" drawings to be approved by the Engineer prior to taking over of the Works; and</li> <li><input checked="" type="checkbox"/> Operation and maintenance manuals.</li> <li><input checked="" type="checkbox"/> Training manuals</li> </ul>
<b>Performance Security</b>	4.2	The Performance Security will be in the form of E Bank guarantee (e-BG) in the amount(s) of 5% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. Performance Security shall be valid till six months beyond the completion of Defect Liability period (DLP).
<b>Subcontractors</b>	4.4	Not Applicable
<b>Progress Reports</b>	4.21	Refer to Scope of Work
<b>Normal Working Hours</b>	6.5	<p>Normally 9 AM to 6 PM with one hour lunch break as per the direction of Engineer.</p> <p>The Contractor shall not be entitled to any increase in the Accepted Contract Amount on account of Night/Shift working or deployment of additional manpower.</p>

Conditions	Sub-Clause	Data
		The Contractor shall provide adequate lighting and safety arrangements. The Contractor shall also provide rest room if the work is being carried out in night shift.  Locally recognized day of rest is on Sunday.
<b>Commencement of Works</b>	8.1	Date of issue of the Letter of Acceptance or as per the instruction of Employer / Engineer
<b>Delay Damages for the Works</b>	8.7 & 14.15(b)	The total amount of Liquidated Damages and penalties on all Key Dates summed up including KD related to taking over on completion of entire work shall be 10% of the total Contract Value.
<b>Maximum Amount of Delay Damages</b>	8.7	10 % of the final Contract Price.
<b>Percentage for Adjustment of Provisional Sums</b>	13.5(b)(ii)	Not Applicable
<b>Adjustments for Changes in Cost</b>	13.8	Not Applicable
<b>Total Advance Payment</b>	14.2	Not Applicable
<b>Repayment Amortization Rate of Advance Payment</b>	14.2	Not Applicable
<b>Percentage of Retention</b>	14.3	Not Applicable
<b>Limit of Retention Money</b>	14.3	Not Applicable
<b>Plant and Materials</b>	14.5(b)(i) 14.5(c)(i)	Not Applicable Not Applicable
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	Minimum Amount = NA  (a)The preliminary scrutiny and certification of 80% of the Invoice shall be done by the Engineer within 14 days of submission of Invoice by the Contractor with all supporting documents. The final scrutiny and certification of balance 20% of the Invoice shall be done by the Engineer within the next 28 days from the date of the preliminary scrutiny and certification by the Engineer.  (b) Next 80% interim payment shall be made only after 100% payment of previous to preceding interim payment certified has been paid, Except under special circumstances suggested by an Engineer and approved by an Employer.

Conditions	Sub-Clause	Data
<b>Time for Payment of Interim Payment Certificates</b>	14.7	56 days
<b>Publishing source of commercial interest rates for financial charges in case of delayed payment</b>	14.8	Not used
<b>Statement at Completion No. of Copies</b>	14.10	1 soft (digital) copy and 5 hard (paper) copies
<b>Application for Final Payment Certificate No. of Copies</b>	14.11	1 soft (digital) copy and 5 hard (paper) copies
<b>Limitation of Liability</b>	17.6	100% of the Accepted Contract Amount
<b>Periods for submission of insurance:</b> a) Evidence of insurance b) Relevant policies	18.1	28 days from Commencement Date  42 days from Commencement Date
<b>Minimum amount of third party insurance per occurrence</b>	18.3	10% (Ten Percent) of the total Contract Value.
<b>Minimum amount of professional liability insurance</b>	18.5	Not Applicable
<b>Minimum period during which the Contractor shall maintain the professional liability insurance</b>	18.5	Not Applicable
<b>Date by which the DB shall be appointed</b>	20.2	28 days after a party gives notice to other party of its intention to refer a dispute to a DB
<b>The DB shall be comprised of:</b>	20.2	Three Members
<b>List of potential DB sole members</b>	20.2	None
<b>Appointment (if not agreed) to be made by:</b>	20.3	After failure of negotiation/ conciliations of mutual settlements the issues may be referred for arbitration.
<b>Arbitration rules</b>	20.6	Arbitration and Conciliation Act 1996 & its further amendments time to time.
<b>Place of arbitration</b>	20.6	Ahmedabad / Gandhinagar

**CONTRACT KEY DATES AND COMPLETION DATE**

**Refer Scope of Work, Volume - II**



**Part B – Specific Provisions**

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Specific provisions</b>
<b>Site</b>	1.1.6.7	<p><b>Replace the GC Sub-Clause 1.1.6.7 with the previous as under:-</b></p> <p>"Worksite(s)/Site(s)" means:</p> <ul style="list-style-type: none"> <li>(i) The land where work will be carried out, or</li> <li>(ii) the land necessary for the implantation of Worksite facilities (work camp, workshops, offices, storage areas, concrete production plants) and including special access roads, or</li> <li>(iii) quarries for aggregates, rock material and riprap, or</li> <li>(iv) borrow areas for sand and other selected material, or</li> <li>(v) stockpiling areas for backfill material or other demolition rubble, or</li> <li>(vi) any other location, specifically designated in the Contract as a Worksite.</li> </ul> <p>The term "Worksite(s)" encompasses any individual Worksite or all Worksites.</p>
<b>Variation</b>	1.1.6.9	<p><i>This Sub-Clause is deleted in its entirety and replaced by:</i></p> <p>"Variation" means any change to Specification or the Drawings or the Works, which is instructed or approved as a variation under Clause 13 [<i>Variations and Adjustments</i>].</p>
<b>ESHS / SHE Specifications</b>	1.1.6.11	<p><i>Additional Sub-Clause:</i></p> <p>"ESHS Specifications" means the document entitled environmental, social, health and safety specifications, as included in the Specification, and any additions and modifications to it in accordance with the Contract. Such document specifies the environmental, social, health and safety obligations of the Contractor.</p>
<b>Project Area</b>	1.1.6.12	<p><i>Additional Sub-Clause:</i></p> <p>"Project Area" has the meaning defined in the ESHS Specifications.</p>
<b>Worksite - ESMP</b>	1.1.6.13	<p><i>Additional Sub-Clause:</i></p> <p>"Worksite – ESMP" stands for Worksite Environmental and Social Management Plan, and has the meaning defined in the ESHS Specifications.</p>
<b>EPP</b>	1.1.6.14	<p><i>Additional Sub-Clause:</i></p> <p>"EPP" stands for Environmental Protection Plan, and has the meaning defined in the ESHS Specifications.</p>
<b>Communications</b>	1.3	<p><i>Add the following at the end of item (a), after "Contract Data" and before ";;":</i></p>

		<p>"In case of electronic transmission, these communications shall be in the form of an un-editable record attached to an electronic mail, such as a PDF document for instance, and any other communication transmitted in a different manner, such as the email body text, shall not be construed as communication under the Contract."</p> <p><i>Before the last paragraph, add the following sentence:</i></p> <p>"Delivery of communications, by any authorized method of transmission, shall be made against receipt."</p>
<b>Priority of Documents</b>	1.5	<p><i>Delete sub-paragraphs (a) to (i) and replace with the following:</i></p> <p>"(a) the Contract Agreement,  (b) the Letter of Acceptance,  (c) the Set of Addenda  (d) the Schedules (BoQ)  (e) the Special Conditions (SC), Part A – Contract Data,  (f) the Special Conditions (SC) Part B – Specific Provisions  (g) the General Conditions,  (h) the Employer's Requirements, SHE Manual  (i) the drawings  (j) the other parts of bid document (i.e. NIT, ITT, FoT etc.)  (k) the Contractor's Proposal (i.e. Technical Bid and Financial Bid , and  (l) Any other Documents forming part of the Contract."</p>
<b>Contract Agreement</b>	1.6	<p><i>This Sub-Clause is deleted in its entirety and replaced by:</i></p> <p>"The Parties shall enter into a Contract Agreement within 30 days after the Contractor receives the Letter of Acceptance, or within 60 days after the Employer receives the Performance Security, whichever is later. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The Contract Agreement shall include any annexed memoranda comprising agreements between and signed by both Parties. 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 Contractor.</p> <p>This Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and undertakings concerning the subject matter of this Contract.</p> <p>The Parties acknowledge and agree that by entering into this Contract they do not rely on any statement, representation, assurance or warranty of any person (whether a party to the Contract or not or whether made in writing or not) other than as expressly set out in the Contract."</p>

<b>Assignment</b>	1.7	<p><i>This Sub-Clause is deleted in its entirety and replaced by:</i></p> <p>"The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the prior written consent of the Employer. The Employer shall be entitled to assign this Contract or any part of it to any person, for which purpose it shall not require the consent of the Contractor."</p>
<b>Care and Supply of Document</b>	1.8	<p><i>Delete the 2<sup>nd</sup> sentence of the 2<sup>nd</sup> paragraph in its entirety, and replace it by:</i></p> <p>"The Contractor shall supply to the Engineer each of the Contractor's Documents in one (1) soft (digital) copy and two (2) hard (hard) copies "</p>
<b>Confidential Details</b>	1.12	<p><i>Sub-Clause 1.12 is replaced with the following in its entirety:</i></p> <p><b>"1.12 Confidential Details</b></p> <p>The Contractor's Personnel and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However:</p> <ol style="list-style-type: none"> <li>The Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects;</li> <li>The Employer shall be permitted to disclose any detail that the Contractor has not classified as confidential; and</li> </ol> <p>Such restrictions shall not relate to the Employer, when exercising his rights under Sub-Clause 15.2 <i>[Termination by Employer]</i>."</p>
<b>Compliance with Laws</b>	1.13	<p><i>At the end of sub-paragraph (b), after "to do so", add the following: "..., unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence."</i></p> <p><i>Add the following new paragraph at the end of the Sub-Clause:</i></p> <p>"However, the Contractor shall submit, in good time, the details of Goods to the Employer, the Contractor shall promptly obtain all import permits or licenses required for these Goods. The Employer will assist the Contractor for this purpose by issuing suitable request, if any to relevant authorities, on the request of Contractor.</p> <p>The Employer shall also obtain or grant all consents including permits-to-work, rights-of-way and approvals required for the works."</p>

		The Contractor shall maintain all records pertaining to labour as mandated by the law of the land and shall keep it preserved at least for three years after the completion of the Project.
<b>Inspections and Audit by GMRC</b>	1.15	<p><i>This Sub-Clause is deleted in its entirety and replaced by:</i></p> <p><b>"1.15 Inspections and Audit by GMRC</b></p> <p>Pursuant to the 3<sup>rd</sup> paragraph of chapter 1. Corrupt and Fraudulent Practices of Appendix B to the General Conditions, the Contractor shall permit and shall cause its Subcontractors and sub consultants to permit, GMRC and/or persons appointed by GMRC to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or Contract execution, and to have such accounts and records audited by auditors appointed by GMRC if requested by GMRC."</p>
<b>Non Waiver</b>	1.16	<p><i>Additional Sub-Clause:</i></p> <p>"Except as otherwise specifically provided for in the Contract, no failure or delay by either Party in exercising any right or remedy provided by the Laws or pursuant to the Contract will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy."</p>
<b>Survival of Obligations</b>	1.17	<p><i>Additional Sub-Clause:</i></p> <p>"Obligations under the Contract, which by their nature would continue beyond the termination or expiration hereof, including, by way of illustration only and not limitation, those in Clause 1 [General Provisions], Clause 11 [Defects Liability], Clause 17 [Indemnities], Clause 18 [Insurance], and Clause 20 [Claims and Disputes] shall survive the termination or expiration of the Contract."</p>
<b>Severability</b>	1.18	<p><i>Additional Sub-Clause:</i></p> <p>"The Parties expressly declare that each section, clause or paragraph of this Contract will be considered separate in terms of its validity and enforceability. Therefore, if, for any reason, any provision of this Contract is declared null and void, or if a ruling states that any part of it runs contrary to governing law, said declaration will in no way affect the validity and enforceability of the other stipulations, which may be construed, understood and executed independently of the portion declared null and void. Thus, every part of this Contract not declared null and void in any way will be valid, enforceable and binding on the Parties.</p> <p>Likewise, if any provision of this Contract or its application to any individual or company or in a given circumstance is declared null and void, or if its enforceability is in any way limited, the other provisions herein, as well as also the</p>

		<p>application of the doubtful provision to other people or in other circumstances, will not be affected thereby, and they will be applied to the extent permitted by governing law.</p> <p>Notwithstanding the above, the Parties undertake to negotiate in good faith the terms of a mutually satisfactory provision to replace any clause that may be declared null and void or whose enforceability is in any way restricted."</p>
<b>No Partnership or Agency</b>	1.19	<p><i>Additional Sub-Clause:</i></p> <p>"Nothing contained in this Contract shall be construed to either constitute a partnership or constitute either Party an agent or employee of the other Party."</p>
<b>Amendment</b>	1.20	<p><i>Additional Sub-Clause:</i></p> <p>"This Contract may not be altered, varied, changed, supplemented or amended except by a written instrument duly signed and executed by the Parties and expressly stated to be an amendment to this Contract. For the sake of clarity, any Variation under Clause 13 [<i>Variations and Adjustments</i>] which is leading to a substantial change to the Works, an increase of the Contract Price and/or to an extension of the Time for Completion shall be reflected in an amendment to this Contract."</p>
<b>Right of Access to the Site</b>	2.1	<p><b><i>Add at the end of the 1<sup>st</sup> paragraph, after "received", the following:</i></b></p> <p>"and until such time, whichever is the later, the Contractor has provided written evidence in the form of a broker's or an insurer's certificate that all insurances to be taken-out by the Contractor pursuant to the Contract have been duly put in place and are in full force and effect."</p>
<b>Employer's Claims</b>	2.5	<p>In the first line of the second paragraph delete the words: "28 days" and replace with the words "42 days".</p>
<b>Delegation by the Engineer</b>	3.2	<p>Delegation by the Engineer is subject to the provisions of the contract between the Employer and the Engineer.</p>
<b>Instructions of the Engineer</b>	3.3	<p><i>Remove the entire text from "If the Engineer or a delegated assistant" to "(as the case may be)", and replace it by the following:</i></p> <p>"Verbal instructions given on Site shall only be binding on the Contractor if recorded by the Engineer or his delegated assistant (as the case may be) in the on-site log book defined under Sub-Clause 4.25."</p> <p><i>Add the following at the end of the Sub-Clause:</i></p> <p>"If such an instruction would in the opinion of the Contractor, acting reasonably:</p>

		<p>(i) Result in possible adverse consequences for, including but not limited to, the quality of the Works and/or the Time for Completion; and/or</p> <p>(ii) Otherwise result in any increase in the Contract Price then:</p> <p>the Contractor shall immediately notify the Employer and the Engineer of the same in writing, and in any event before the Contractor implements the instruction. Following the issue of such notice, the Contractor shall implement the instruction given by the Engineer unless instructed otherwise by the Engineer.</p> <p>Under any circumstances, failure by the Contractor to notify the Engineer in accordance with Sub-Clause 20.1 <i>[Contractor's Claims]</i> shall mean that any performance of the Works relating thereto shall be deemed to be solely at the Contractor's risk and cost. The Contractor shall not have the right thereafter to rely on such circumstances when a claim is made against him by the Employer for any failure by the Contractor to perform the Works in accordance with the requirements of the Contract or by him to the Employer for any relief (which includes, without limitation, any claim for any extension to the Time for Completion and/or for any additional payment) in accordance with the Contract."</p>
<b>Contractor's General Obligations</b>	4.1	<p><i>Insert the following at the end of the 2<sup>nd</sup> paragraph:</i></p> <p>"The Contractor commits to meet the GMRC's eligibility criteria as listed under Appendix C to the General Conditions."</p> <p><i>Insert in the fifth paragraph after the sentence "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.", the following:</i></p> <p>"The Contractor shall not commence any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. As defined in the ESHS Specifications (if any), the Contractor shall submit, on a continuing basis, for the Engineer's prior approval, a Contractor's Worksite Environmental and Social Management Plan (Worksite - ESMP) to manage the ESHS risks and impacts of the Works on any Project Area. The Worksite - ESMP and the annexed Environmental Protection Plan (EPP) corresponding to a Project Area shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt</p>

		<p>manufacture). The approved Worksite - ESMP shall be reviewed, periodically (but not less than every 6 months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated Worksite - ESMP shall be subject to prior approval by the Engineer."</p> <p><i>Insert the following at the end of the Sub-Clause:</i></p> <p>"If an unsolicited technical alternative, proposed by the Contractor, and approved by the Employer, becomes incorporated under the Contract and includes a change in the design of part or all of the Works, then unless otherwise agreed by both Parties: (i) the Bidder who becomes the Contractor shall design this part, (ii) sub-paragraphs (a) to (d) of the Conditions of Contract Sub-Clause 4.1 shall apply, and (iii) Contract price for this part of the Works shall be a lump sum price."</p>
<b>Performance Security</b>	4.2	<p>Replace the second paragraph of this Sub-Clause with the following:</p> <p>The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance security shall be issued by from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer, and shall be in the form annexed to the Special Conditions, or in another form approved by the Employer. If the bank guarantee is issued by an International bank, the same shall be confirmed by a local reputed scheduled bank (correspondent bank, acceptable to the Employer).</p> <p>In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.</p> <p>The Performance Guarantee should be valid for a period of six months beyond the completion of DLP period. The Bank Guarantee for Performance shall be suitably extended at the Tenderer's cost in order to meet the validity period as and when required.</p> <p>No Additional Performance Security will be required to be submitted if the variation is within 25% of the original contract value.</p> <p>In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit Additional Performance Security for the amount in excess of 25% of the Original Contract Price. The Contractor shall have to submit additional Performance Security in the form of e-BG of 10% of</p>

		Such variation amount exceeding 25% of the original Contract Price.
<b>Contractor's Representative</b>	4.3	<i>Delete the 3<sup>rd</sup> paragraph in its entirety and replace it by the following:</i>  "The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement."



<b>Subcontractors</b>	4.4	No Subcontractors is admissible in this contract.
<b>Guarantee, warranties &amp; Undertakings</b>	4.4.1	The forms of Contractor warranty shall be in the format given in the Annexure – 16 of ITT. If the contractor comprises two or more members / corporations acting in partnership, joint venture, consortium or otherwise each such member or corporation shall submit a Parent Company Undertaking (as per format given in Annexure – 18 of ITT) and Parent Company Guarantee (as per format given in Annexure – 19 of ITT).
<b>Safety Procedures</b>	4.8	<i>Add the following at the end of the Sub-Clause:</i>  "These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."
<b>Site data</b>	4.10	<b>This Sub-Clause is deleted in its entirety and replaced by:</b>  All operations for the execution of the Works shall be carried out so as not to interfere unnecessarily with the convenience of the public or the access to public or private roads or footpaths or properties owned by the Employer or by any other person.  The Contractor shall select routes, choose and use vehicles so that movement of Contractor's Equipment, Plant and Materials from and to the Site is limited so that traffic is not delayed and damage to highways and bridges is prevented. If there is any delay or damage or injury, the cost of rectification or reconstruction of highways or bridges shall be borne by the Contractor. The Contractor shall indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses what so arising out of or in relation to any such matters.  If during the execution of the Works the Contractor shall receive any claim arising out of the execution of the Works in respect of damage to highways or bridges, he shall immediately report the facts to the Engineer. The Contractor shall negotiate a settlement in respect of such claims and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.  The Contractor shall not be relieved from any risk or obligation imposed on or undertaken by him under the Contract on any such ground or on the ground that he did not or could not foresee any matter which may affect or have affected the execution of the Works, or compliance with his other obligations under the Contract.
<b>Safety precautions</b>	4.16.1 & 6.7	Additional sub clause  Within 8 weeks of the date of Notice to Proceed, the Contractor shall submit a detailed and comprehensive contract-specific Site Safety & Health Plan based on the Conditions of contract on Safety & Health and Environment. The Contractor is required to make himself aware of all the requirements of the

		<p>Conditions of contract on Safety &amp; Health and Environment in this regard and comply with them. The Site Safety &amp; Health Plan shall include detailed policies, procedures and regulations which, when implemented, will ensure compliance with Sub-Clauses 4.16.1 and 6.7 of General Conditions of Contract.</p> <p>The Contractor shall, from time to time and as necessary or required by the Engineer, produce supplements to the Site Safety &amp; Health Plan such that it is at all times a detailed, comprehensive and contemporaneous statement by the Contractor of his site safety and health obligations, responsibilities, policies and procedures (under the laws of India) or as stated in the Contract or elsewhere relating to work on Site.</p> <p>If at any time the Site Safety &amp; Health Plan is, in the opinion of the Engineer, insufficient or requires revision or modification to ensure the security of the Works and the safety of all workmen upon, and visitors to the Site, the Engineer may instruct the Contractor to revise the Site Safety &amp; Health Plan. The Contractor shall, within 14 days, submit the revised plan to the Engineer for review.</p> <p>Any omission, inconsistency or error in the Site Safety &amp; Health Plan or the Engineer concurrence or rejection of the Site Safety &amp; Health Plan and/or supplements thereto shall be without prejudice to the Contractor's obligations with respect to site safety and health and shall not excuse any failure by the Contractor to adopt proper and recognised safety practices throughout the execution of the Works.</p> <p>The Contractor shall adhere to the Site Safety &amp; Health Plan and shall ensure, that all sub-contractors of all tiers have a copy of the Site Safety &amp; Health Plan and comply with its provisions.</p> <p>The obligations and requirements for safety and health under this Contract are entirely without prejudice to, and do not derogate from, the Contractor's statutory obligations, with respect to safety and health.</p>
<b>Protection of the Environment</b>	4.18	<p><i>Add the following after the last paragraph:</i></p> <p>"These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."</p>
<b>Progress Reports</b>	4.21	<p><i>At the end of item (h), add the following:</i></p> <p>"Details and dates relating to the personnel deployed through the design and execution to the completion of the Works shall be included in those comparisons."</p> <p><i>Add the following new item at the end of the Sub-Clause:</i></p> <p>"(i) matters requested under the ESHS Specifications."</p> <p><i>At the end of, and as part of Sub-Clause 4.21 add a new paragraph as follows:</i></p>

		<p>"The Contractor shall provide immediate notification to the Engineer of incidents in the following categories. Full details of such incidents shall be provided to the Engineer within the timeframe agreed with the Engineer:</p> <ul style="list-style-type: none"> <li>(a) confirmed or likely violation of any law or international agreement;</li> <li>(b) any fatality or serious injury;</li> <li>(c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</li> <li>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</li> <li>(e) any allegation of gender-based violence (GBV), sexual harassment or sexual misbehaviour, child abuse, defilement, or other violations involving children."</li> </ul>
<b>On-Site Log Book</b>	4.25	<p><i>Additional Sub-Clause:</i></p> <p>"The Contractor shall maintain on Site a log book, in a form approved by the Engineer and which shall integrate the fields required in the Specification. It will be used to record the Contractor's activities on a daily basis, and any instruction from the Engineer given on Site. The Employer's Personnel shall have the right of access to this document at all times, and one copy of each daily record shall be promptly provided by the Contractor to the Engineer."</p>
<b>Demolition</b>	4.26	<p><i>The following is added as a new Sub-Clause:</i></p> <p><b>"4.26 Demolition</b></p> <p>The Contractor shall not demolish any building or structure except where specified in the Employer's Requirements, or with the prior written approval of the Engineer.</p> <p>The conditions for the re-use, sale and disposal of demolished materials shall be as specified in the Employer's Requirements."</p>
<b>Existing Facilities</b>	4.27	<p><i>The following is added as a new Sub-Clause:</i></p> <p><b>"4.27 Existing Facilities</b></p> <p>The Contractor shall take over, rehabilitate, upgrade, operate and maintain the Existing Facilities to the extent specified in the Employer's Requirements.</p> <p>Unless stated otherwise in the Employer's Requirements, the Contractor shall provide, and pay for, all labour, equipment, materials (including spare parts and consumables), and electricity necessary to operate and maintain the Existing Facilities.</p> <p>Throughout the Contract Period,</p>

		<p>(a) the Contractor shall use all reasonable endeavours to meet the standards of performance specified for the Existing Facilities in the Employer's Requirements.</p> <p>(b) The Employer shall indemnify and hold harmless the Contractor against any and all claims made against it in respect of the operation of the Existing Facilities to the extent that the Unforeseeable condition of the Existing Facilities renders them unable to meet the applicable Performance Guarantees."</p> <p>As at the date stated in the Taking-Over Certificate, the Existing Facilities, unless specified otherwise in the Employer's Requirements, will be deemed to form part of the Works, and all references in the Contract to Works, Permanent Works, Plant and Site etc. shall be deemed to include the Existing Facilities."</p>
<b>Corrupt &amp; fraudulent Practices</b>	4.28	<p><i>The following is added as a new Sub-Clause:</i></p> <p>The Employer requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Employer:</p> <p>a. defines, for the purpose of these provisions, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to Employer, Engineer or any of their employees, influence in the procurement process or in Contract execution; and</p> <p>(ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a 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, and</p> <p>iii) Breach of any of the contract condition during execution.</p> <p>b. Will reject the Tender for the Work or rescind the Contract if the Employer determines that the Bidder/Contractor has engaged in corrupt or fraudulent practices.</p> <p>c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.</p> <p>d. The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, GMRC of any fraud/suspected fraud as soon as it comes to their notice.</p>
<b>Facilities for Staff and Labour</b>	6.6	<p><i>The last paragraph is deleted in its entirety and replaced by the following:</i></p>

		"The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the Site, except with the prior and express Employer's consent. The Employer and/or the Engineer may inspect the living quarters from time to time in order to verify their compliance with the Laws and the Contract. The Contractor shall accordingly grant the Employer and/or the Engineer full access to the living quarters as and when they require."
<b>Health and Safety</b>	6.7	<i>Add the following at the end of the Sub-Clause:</i>  "These provisions are complemented by those listed under the ESHS Specifications which the Contractor must ensure full compliance with."
<b>Contractor's Personnel</b>	6.9	<i>"Or" at the end of (c) is deleted and the following is added as (e) and (f):</i>  "(e) based on reasonable evidence, is determined to have engaged in Corrupt or Fraudulent Practices, as defined in Appendix B to these General Conditions, during the execution of the Works; or  (f) Commits serious misconduct (e.g. spreading communicable diseases, sexual harassment, gender-based violence (GBV), illicit activity or crime, or any activity listed in the ESHS Specifications of the Employer's Requirements)."  <i>After the sentence:</i> "If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person."  <i>the following is added as a new paragraph:</i>  "The Contractor's Personnel includes Key Personnel. If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than thirty (30) days before the intended date of replacement, give notice to the Engineer of the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. Except in case of illness, death or resignation of a Key Personnel, the Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Key Personnel or appoint a replacement."
<b>Inspection</b>	7.3	<i>In the first sentence of the last paragraph, add:</i>  ", in accordance with the Specification," <i>after</i> "notice to the Engineer," <i>and before</i> "whenever"  <i>In the last sentence of the last paragraph:</i>  – Add "within the prescribed period" <i>after</i> "notice", <i>and</i> – Add "risk and" <i>before</i> "cost".
<b>Testing</b>	7.4	<i>Add the following at the end of the 2<sup>nd</sup> paragraph:</i>

		<p>"The Contractor shall carry out such further tests as may be required under the applicable Laws and as may be required by the relevant legally constituted public authorities in the Country in order for them to approve the completed Works. Any tests required by the applicable Laws or legally constituted authorities are deemed never to be varied or additional tests and are to be carried out by the Contractor at his risk and expense."</p> <p><i>In the 4<sup>th</sup> paragraph, replace "not less than 24 hours' notice" by "24 hours' notice, unless a longer period is indicated in the Specifications."</i></p>
<b>Remedial Works</b>	7.6	<p><b>Add the following at the end of this sub-clause:</b></p> <p>The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.</p>
<b>Ownership of Plant and Materials</b>	7.7	<p><b>Replace the GC Sub-Clause 7.7 with provisions as under:</b></p> <p>The plant, goods and material not finally taken over as per GC Clause 10 but payment against which have been made in part or full will remain under the Contractor's custody. The Contractor shall be responsible for its safety and will bear all the risks till taken over by the Employer.</p>
<b>Commencement of Works</b>	8.1	<p><i>Insert the following after "Sub-Clause 16.2 [Termination by contractor]" and before ".":</i></p> <p>"unless the Contractor has caused, or contributed in any respect to, any non-fulfilment of one or all of these precedent conditions."</p> <p><i>Add the following at the end of the Sub-Clause:</i></p> <p>"As defined in the ESHS Specifications (if any), no physical work may commence on any Project Area until such time the Contractor has prepared and submitted to the Engineer the Worksite - ESMP, and the annexed EPP corresponding to a Project Area, and the Engineer has approved those."</p>
<b>Time for Completion</b>	8.2	<p><i>Add the following at the end of this Sub-Clause:</i></p> <p>"The Contractor shall take all necessary steps to achieve each Milestone and on or before the relevant Key Dates, including (if and to the extent required by the Engineer) liaising as appropriate with any other relevant contractor, keeping the Engineer fully informed of such direct discussions and of all matters agreed. The Contractor shall keep the Engineer fully informed of all steps that he is taking or proposes to take to achieve each Milestone and the Key Dates, and the Contractor shall comply with any instruction given to him by the Engineer in relation thereto. No such steps taken by the Contractor, nor any such instruction given by the Engineer or the Contractor's compliance therewith, shall entitle the Contractor to any</p>

		extension of the Time for Completion or to any additional payment, and the achievement of any Milestone and Key Dates shall not cause a taking-over of any Section or any part of the Works by the Employer.”
<b>Extension of Time for Completion</b>	8.4	<p>Sub-Clause 8.4 is replaced with the following in its entirety:</p> <p>8.4.1 The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:</p> <ul style="list-style-type: none"> <li>a. “Force Majeure” referred to in Clause 19</li> <li>b. The Contractor’s work held up for not being given possession of or access to the Site in accordance with the Contract</li> <li>c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.</li> <li>d. Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.</li> <li>e. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause</li> <li>f. Any order of Court restraining the performance of the Contract in full or in any part thereof</li> <li>g. Any other event or occurrence which, according to the Employer is not due to the Contractor’s failure or fault, and is beyond his control without Employer being responsible for the same.</li> <li>h. An Employer’s Variation</li> </ul> <p>However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to</p> <ul style="list-style-type: none"> <li>a. the failure of sub-contractor, to commence or to carry out work in due time,</li> <li>b. non-availability, or shortage of Contractor’s equipment, labour, utility services, Plant and Materials,</li> <li>c. inclement weather conditions, and</li> <li>d. the Contractor not fulfilling his obligations under Sub-Clause 4.1.</li> </ul> <p>If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay and full and final supporting details of his application within 21 days of</p>

		<p>the last day of delay, together with any notice required by the Contract and relevant to such Clause.</p> <p>The Engineer shall proceed or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. The extension of time including that of key date shall not entitle the contractor to retain the advance which shall be governed by Clause 14.2.</p> <p>8.4.2 Extension of time for completion for other reasons : The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.</p> <p>Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date.</p> <p>8.4.3 Extension of time for completion for other reason for delay due to Contractor : If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.</p>
<b>Delay Damages</b>	8.7	<p>GC Clause 8.7 is replaced with the following:</p> <p>Time is the essence of the contract and If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion] and As per Part A- contract data , the Contractor shall subject to notice under 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 charged for every week of delay from the duration for Key date stated As per Part-A Contract data of the Employer's Requirement. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages stated in the Contract Data.</p> <p>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.</p> <p>Liquidated Damages may be recovered by the Employer from any amount of money due from the Contractor under the Contract. The Liquidated Damages may also be recovered from the amount of Performance Security Bank Guarantee and</p>



		in that case the Contractor would be liable to replenish the amount of Performance Security Bank Guarantee.
<b>Suspension of Work</b>	8.8	<p><i>Add the following after the last sentence of the Sub-Clause:</i></p> <p>"As an example, and without limitation to other possible causes, any suspension of work caused by any failure from the Contractor to comply with the obligations stated:</p> <ul style="list-style-type: none"> <li>– under the ESHS Specifications (if any), in the event of a level 3 non-compliance;</li> <li>– under Sub-Clause 4.8 as to safety procedures;</li> <li>– under Sub-Clause 4.9 as to the quality assurance;</li> <li>– under Sub-Clause 4.18 as to the protection of the environment; or</li> <li>– under Sub-Clause 6.7 as to health and safety;</li> </ul> <p>shall be considered as cause of suspension which is the responsibility of the Contractor."</p>
<b>Resumption of Work</b>	8.12	<p><i>The following is added at the end of the sub-clause after "suspension":</i></p> <p>"after receiving from the Engineer an instruction to this effect."</p>
<b>Contractor's Obligations</b>	9.1	<p><i>Delete the last paragraph of this Sub-Clause in its entirety and replace it with the following:</i></p> <p>"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, or any of his servants or agents, on the performance or other characteristics of the Works. If the Tests on Completion fail for a cause attributable to the Employer or any of his servants or agents, then, after consultation with the Contractor, the Engineer may give written instructions to the Contractor of the remediation measures which the Engineer requires the Contractor to take, included repetition of the Tests on Completion as per Sub-Clause 9.3 <i>[Retesting]</i></p> <p>If the Contractor suffers delay and/or incurs Cost from complying with such Engineer's instructions, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 <i>[Contractor's Claims]</i> to:</p> <ul style="list-style-type: none"> <li>(i) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 <i>[Extension of Time for Completion]</i>, and</li> <li>(ii) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</li> </ul> <p>As soon as the Works, or a Section, have passed each of the Tests on Completion described in sub-paragraph (a), (b) or (c), the Contractor shall submit a certified report of the results of these Tests to the Engineer."</p>

<b>Delayed Tests</b>	9.2	<p><i>In the 2<sup>nd</sup> paragraph, add the following in between "21 days" and "after":</i></p> <p>" , or any other period instructed by the Engineer in accordance with and taking due regard of the Contract,"</p> <p><i>In the 3<sup>rd</sup> paragraph, add the following in between "21 days" and " ,":</i></p> <p>" , or any other period instructed by the Engineer under the former paragraph,"</p>
<b>Failure to Pass Tests on Completion</b>	9.4	<p><i>Replace the last paragraph of the sub-Clause, after sub-paragraph (c), with the following:</i></p> <p>"In the event of sub-paragraph (c), the Contractor shall then 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.</p> <p>To the extent that failure to pass the Tests on Completion is caused by the Contractor's failure to achieve the Performance Guarantees required under the Contract, and the failure relates to Performance Guarantees for which damages are specified in the Appendix 3 to the Contract Agreement (Performance damages), then such reduction shall be, subject to Sub-Clause 3.5 <i>[Determinations]</i>, the amount of performance damages specified in the Appendix 3 to the Contract Agreement. The Employer shall be entitled to recover the amount due by making corresponding deductions from the payments due to the Contractor. These performance damages shall be the only damages due from the Contractor for such failure, other than in the event of termination under Clause 15 <i>[Termination by Employer]</i> or failure to pass Tests after Completion under Sub-Clause 12.4.</p> <p>Otherwise, 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 <i>[Employer's Claims]</i> and Sub-Clause 3.5 <i>[Determinations]</i>."</p> <p><i>Add the following item d) after item c):</i></p> <p>"d) instruct the Contractor to carry out any remedial work, as provided for in Sub-Clause 7.6 <i>[Remedial Work]</i>"</p>
<b>Taking Over of the Works and Sections</b>	10.1	<p><i>Add the following at the end of the Sub-Clause:</i></p> <p>Issue of Taking Over Certificate by the Employer would not absolve Contractor from any liability under the Law and Contract, arising from any hidden / latent defect in the Works / Section executed under the Contract by the Contractor. The Employer would be entitled to recover from the Contractor any compensation / damages / loss arising from such hidden / latent defect in the Works executed by the Contractor.</p>

<b>Taking Over of Parts of the Works</b>	10.2	<p><i>Add the following at the end of the 3<sup>rd</sup> paragraph:</i></p> <p>"For the sake of clarity, the Defect Notification Period of a part of the Works which has been taken over under this Sub-Clause will expire when the Defect Notification Period of the Works as a whole, or of the Section to which the part is related, as the case may be, will expire. It will then typically be longer than the latter."</p>
Performance Certificate	11.9	<p><i>Add the following at the end of the Sub-Clause:</i></p> <p>Notwithstanding anything contained herein the Contractor would continue to remain liable to the Employer for any cost, loss, damage or compensation which arises from hidden or latent defect in the work executed by the Contractor under the Contract, even if such hidden and latent defects arise after the expiry of Defect Liability period or grant of Performance Certificate by the Employer under the Contract to the Contractor.</p>
<b>Right to Vary</b>	13.1	<p><i>Add the following sentence at the end of the first paragraph:</i></p> <p>"Variations shall be strictly limited to what is directly related to and necessary for the Permanent Works, and to what falls under the skills, experience and trades of the Contractor."</p>
<b>Variation in Quantity</b>	13.2.1	<p><i>Add the following new Sub-Clause:</i></p> <p>i) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items/group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities.</p> <p>ii) Such variations shall be paid as follows:</p> <p>a) At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities</p> <p>b) Deleted</p> <p>c) Deleted</p> <p>d) For items against which the quantity given in the Bills of Quantities is "if or as required", there shall be no increase/decrease of rates whatever be the quantity finally executed.</p> <p>e) Variation in the quantity of items individually costing up to 1% of the total contract value, shall be payable at the rates stated in the Contract. Notwithstanding the</p>

		<p>magnitude of variation up to 2% of the original Contract Value for each item.</p> <p>f) In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.</p> <p>g) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be decided on the following basis:</p> <ul style="list-style-type: none"> <li>i) Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.</li> <li>ii) Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.</li> <li>iii) Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.</li> <li>iv) Hire charges for Plant &amp; Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant &amp; Machinery for this purpose.</li> <li>v) An amount of 20% of items (i), (ii), (iii) and (iv) above to allow for Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.</li> <li>vi) In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.</li> </ul> <p>h) In the event of disagreement in respect of items (f) and (g) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as</p>
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		rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.
<b>Provisional Sums</b>	13.5	<p><i>Add the following at the end of this Sub Clause:</i></p> <p>"As an exception to the above, the Provisional Sum for the cost of the DB, if any, shall be used to pay the Contractor of the Employer's one-half share of the invoices of the DB for its fees and expenses, in accordance with Clause 20 <i>[Claims, Disputes and Arbitration]</i>. No prior instruction of the Engineer shall be required with respect to the work of the DB. The Contractor shall produce the DB invoices and satisfactory evidence of having paid the entirety of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3 <i>[Application for Interim Payment Certificates]</i>. The Engineer's certification of such Statements shall be based upon such invoices and such evidence of their payment by the Contractor. No sum for Contractor's overhead charges and profit shall apply in addition to the DB invoices amounts."</p>
<b>Adjustments for Changes in Legislation</b>	13.7	<p><i>Add the following paragraph at the end of the Sub-Clause:</i></p> <p>"If the Contractor benefits or will benefit from reduced Cost as a result of such changes, the Engineer shall, subject to Sub-Clause 2.5 <i>[Employer's Claims]</i>, proceed in accordance with Sub-Clause 3.5 <i>[Determinations]</i>, to agree or determine the amount to be deducted from the Contract Price."</p>
<b>Adjustments for Changes in Cost</b>	13.8	<p><i>This Sub-Clause is deleted in its entirety and replaced with the following:</i></p> <p>This is a fixed price contract and no Price Variation is admissible in this contract.</p>
<b>Contract Price</b>	14.1(c)	<p><i>Add the following paragraph at the end of the Sub Clause</i></p> <p>(i) In the event of exemption of custom duties, GST (CGST/IGST/SGST etc.) or any other cess/levy being granted by the Government in respect of the Works, the benefit of the same shall be passed on to the Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer, so that the Employer is able to avail the reimbursement for which GMRC may issue a procedure order separately. Alternatively, the Employer may direct the Contractor to</p>

		<p>get the reimbursements based on exemption certificates / government's order and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to GMRC.</p> <p>In case of Contractor's failure in availing the exemptions as stipulated above, the recovery of equivalent amount will be made from Contractor's dues.</p> <p>ii) The Contract Price is excluding GST. The taxes as applicable will be paid as per the prevailing rate on reimbursement basis. The change in Taxes/Duty will not have any impact on Contract Price</p>
<b>Advance Payment</b>	14.2	<b>No Advance is admissible in this contract.</b>

<b>Application for Interim Payment Certificates</b>	14.3	<p><i>In the first sentence of the first paragraph, replace "six" by:</i></p> <p>"one soft (paper) copy and two hard (digital)".</p> <p><i>Add to the end of listing the following new sub-paragraph (h):</i></p> <p>(h) the amount due in respect of Milestones certified by the Engineer under each Cost Centre.</p>
<b>Plant and Materials intended for the Works</b>	14.5	<p>Replace the GC Sub-Clause 14.5 with the provisions as under:</p> <p>Provisional Payment Against Material at Site: A provisional payment on account of materials required for the Permanent Works, shall be paid on request of the Contractor after these materials are brought to Site, against an Indemnity Bond in a form acceptable to Employer is duly executed. The payment shall be limited to 80% of the actual value or assessed value of these materials and the total of such provisional payment on account of construction materials at a time shall be limited to three percent (3%) of Accepted Contract Amount or likely average consumption of such materials for three months, whichever is less and at any time the total outstanding provisional payment against material at site shall not exceed four percent (4%) of the Accepted Contract Amount. The valuation of the average consumption of such main construction materials shall be approved by the Engineer, whose decision shall be final.</p> <p>Written Request for Provisional Payment Against Material at Site</p> <p>The Provisional payments as admissible, shall be payable only on Contractor's written request to the Employer/Engineer.</p> <p>Recovery of Advances/Provisional Payment</p> <p>In case of provisional payment against Materials, the amount consumed every month shall be recovered from the next month's on-account bill and the recovery to be completed in 3 monthly instalments. In case recovery could not be made due to any reason, interest will be charged at the rate equal to State Bank of India's Marginal Cost of fund-based Lending Rate (MCLR) applicable for tenure of 01-year prevailing on the due date of recovery.</p>
<b>Issue of Interim Payment Certificates</b>	14.6	<p><i>Add the following sentence at the end of first paragraph:</i></p> <p>"The Engineer may withhold any amount up to one hundred(100%) of the certification at its discretion in the event that the monthly progress report to be submitted with the contractor's statement is missing any of the information listed in paragraphs (a) to (h) of sub-clause 4.21(Progress reports). Such withheld amounts shall be released in the interim Payment certificate in the month following the Contractor's submission of missing information"</p>

<b>Time for Payment of Interim Payment Certificates</b>	14.7	In (b) after "56 days" insert: "or such time as may be stated in the Contract Data"
<b>Payment of Retention Money</b>	14.9	Deleted
<b>Statement at Completion</b>	14.10	<i>In the first paragraph, replace "six" by:</i> "one soft (paper) copy and two hard (digital)".
<b>Application for Final Payment Certificate</b>	14.11	<i>In the first paragraph, replace "six" by:</i> "one soft (paper) copy and two hard (digital)".  <i>In the 3<sup>rd</sup> paragraph, add "by latest 56 days after the receipt of the draft final statement", after "the Engineer shall deliver".</i>
<b>Direct Payments to Subcontractors</b>	14.16	Not Applicable to this tender
<b>Termination by Employer</b>	15.2	<p><i>In the first paragraph, the existing sub-paragraph (f) is deleted and the following is added as (f), (g) and (h):</i></p> <p>"(f) based on reasonable evidence, has engaged in Corrupt or Fraudulent Practices as defined in the Appendix B to these General Conditions, in competing for or in executing the Contract;</p> <p>(g) substantially fails to comply with the ESHS Specifications;</p> <p>(h) in breach of Sub-Clause 4.4 [Subcontractors], subcontracts any work to any ineligible person as defined by GMRC's criteria set out in Appendix C to the General Conditions;"</p> <p><i>Further in the second paragraph, "or (g) or (h)" are added after "or (f)".</i></p> <p><i>Add the following Paragraphs to the end of the Sub-clause:</i></p> <p>"On termination of contract due to Contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.</p> <p>In case the contractor fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress, the Employer at its sole discretion may terminate only part of the</p>



		contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the Contractor."
<b>Valuation at Date of Termination</b>	15.3	<i>Add the following at the end of sub-Clause, after "Contract" and before ".":</i>  ", except that the Engineer will be under no obligation to consult with the Contractor before making his determination, but may consult with the Contractor at his sole discretion."
<b>Corrupt or Fraudulent Practices</b>	15.6	<i>Add the following at the end of the Sub-Clause:</i>  "In addition to the provisions of this Sub-Clause, the Contractor is also bound by the provisions found under Appendix B to the General Conditions, named "Corrupt and Fraudulent Practices Policy – Social and Environmental Responsibility."
<b>General Requirements for Insurances</b>	18.1	<i>Add the following at the end of this sub-clause:</i>  The Contractor shall obtain all insurances required in the contract from Insurance companies operating in India. Insurance from the International Insurance Firms (stationed in India) are acceptable.  Insurance cover for Contractor's All Risk and other requirements as specified in the GCC shall cover 100% of the Total Contract Price and shall be submitted within 42 days from date of issue of LoA including all other relevant policies.
<b>Insurance for liability for breach of professional duty</b>	18.5	<i>The following is added as a new Sub-Clause:</i>  <b>"18.5 Insurance for liability for breach of professional duty</b>  The Contractor shall insure the legal liability of the Contractor arising out of the negligent fault, defect, error or omission of the Contractor or any person for whom the Contractor is responsible in the carrying out their professional duties in an amount not less than that stated in the Contract Data.  Such insurance shall contain an extension indemnifying the Contractor for his liability arising out of negligent fault, defect, error or omission in the carrying out his professional duties which result in the Works not being fit for the purpose specified in the Contract and resulting in any loss and/or damage to the Employer.  The cover is for the financial consequences of professional negligence, following a breach of professional duty by way of neglect, error or omission, additionally, cover is provided in respect of any legal and other costs and expenses incurred, occurring in connection with the design and construction of the temporary and permanent works of the Facilities.  The Contractor shall maintain this insurance for the period specified in the Contract Data."

<b>New Sub-Clause 18.6</b>	18.6	<p>Add the following as a new Sub-clause:</p> <p><b>18.6</b> Any loss or damage caused to works in India or abroad due to natural calamities like flooding, typhoons and heavy storms etc. including rioting, fire etc. shall be covered by an insurance policy by the Contractor and he shall not be entitled for any payment against the loss or damage from the Employer. The Employer may however consider an extension to the Contract on this account if it is established that all reasonable precautions were taken by the Contractor.</p> <p>First Running on Account Bill and Advances such as mobilization advance, plant &amp; machinery advance, material advance etc. shall not be released unless Contractor has taken all insurance policies in terms of clause 15 of GCC &amp; Appendix-1 of FOT. If any, initial lapse period is observed in insurance policies submitted by the Contractor, recovery shall be made 1.5 times the premium amount worked out on pro-rata basis.</p> <p>The Contractor shall ensure that premium for the insurance taken are regularly paid. If any, lapse period is observed in between the validity of insurance policies submitted by the Contractor, recovery shall be made 1.5 times the premium amount worked out on pro-rata basis. Final bill shall be released after ensuring the validity of all insurance policies up to or beyond the required validity in terms of clause 15 of GCC."</p>
<b>Duty to Minimize Delay / renamed as "Duty to Minimize Delay and Cost"</b>	19.3	<i>In the first paragraph, add "and/or Cost, including but not limited to those to the Works," after "delay".</i>
<b>Consequences of Force Majeure</b>	19.4	<p><i>Sub-paragraph (b) is replaced with:</i></p> <p>"(b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (viii) but not (v) of Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), and (vi) to (viii), occurs in the Country, payment of any such Cost."</p>
<b>Optional Termination, Payment and Release</b>	19.6	<p><i>In the 2<sup>nd</sup> paragraph, replace "the Engineer shall determine" par the following:</i></p> <p>"the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine".</p>
<b>Contractor's Claims</b>	20.1	<p><i>Add the following sentence at the end of the 4<sup>th</sup> paragraph:</i></p> <p>"As long as the event or circumstance giving rise to the claim continues having effect, the Contractor shall use all reasonable endeavours to minimise any incurred delay and/or Cost, including but not limited to those to the Works."</p>
<b>New Sub-Clause 20.2A: Avoidance of Dispute</b>	20.2A	<p><i>The following is added as a new Sub-Clause:</i></p> <p>"If at any time the Parties so agree, they may jointly refer a matter to the DB in writing with a request to provide assistance</p>

		<p>and/or informally discuss and attempt to resolve any disagreement that may have arisen between the Parties during the performance of the Contract. Such informal assistance may take place during any meeting, Site visit or otherwise. However, unless the Parties agree otherwise, both Parties must be present at such discussions. The Parties are not bound to act upon any advice given during such informal meetings, and the DB shall not be bound in any future dispute resolution process and decision by any views given during the informal assistance process, whether provided orally or in writing.</p> <p>The DB shall act, as far as reasonable and practicable, in the spirit of preventing potential problems or claims in between the Parties from becoming disputes. The DB shall take reasonable and relevant initiatives in this respect, including, but not necessarily limited to, suggesting the Parties to refer a matter to the DB in accordance with this Sub-Clause. The DB shall however not act in a way which may be inconsistent with its obligations under the agreement referred to in Sub-Clause 20.2 <i>[Appointment of the Dispute Board]</i> and under Sub-Clause 20.4 <i>[Obtaining Dispute Board's Decision]</i>, and which may render any of its decision unenforceable for breach of natural justice or any other procedural shortcoming or matter. In particular, when acting under this Sub-Clause, the DB shall accordingly always meet the Parties jointly, and shall not meet a Party in the absence of the other Party.</p> <p>If a Dispute of any kind whatsoever arises between the Parties, whether or not any informal discussions have been held under this Sub-Clause, either Party may refer the Dispute in writing to the DB according to the provisions of Sub-Clause 20.4 <i>[Obtaining Dispute Board's Decision]</i>."</p>
<b>Arbitration</b>	20.6	<p><i>Delete the first paragraph and replace with the following:</i></p> <p>"Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the laws of India including Arbitration and Conciliation Act, 1996 of India. The place of arbitration shall be Ahmedabad / Gandhinagar with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]."</p>
<b>Failure to Comply with Dispute Adjudication Board's Decision</b>	20.7	<p><i>Delete Sub-Clause 20.7 in its entirety and replace it by the following:</i></p> <p>"In the event that a Party fails to comply with any decision of the DAB, whether binding, or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6</p>

		<p><i>[Arbitration]</i> for summary or other expedited relief, as may be appropriate.</p> <p>Sub-Clause 20.4 <i>[Obtaining Dispute Adjudication Board's Decision]</i> and Sub-Clause 20.5 <i>[Amicable Settlement]</i> shall not apply to this reference."</p>
<b>Additional Clause: Confidentiality of Information</b>	-	<p>The Contractor shall not use or divulge, except for the purpose of the Contract or with the written permission of the Employer, any information relating to the Works or the Project provided in the Contract or otherwise provided by the Employer, or the Engineer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like confidentiality undertaking.</p> <p>The Employer, Engineer and any third party to whom an assignment has been made in accordance with Sub-clause 1.7 of General Conditions of Contract may use any information provided by the Contractor in accordance with the Contract. The Employer shall use reasonable endeavours to ensure that the Engineer and any third party- referred to in aforesaid Sub-Clause 1.7 shall not, divulge such information except for any purpose connected with the Contract.</p>
<b>Additional Clause: Part Termination</b>	-	<p>The Contractor shall be responsible for progress for meeting the deadlines set by the Engineer for meeting the key dates. In the event of failure of the Contractor in the opinion of the Engineer for performance of any part activity, Employer reserves the right to notify the Contractor and if Contractor does not improve in the next 15 days, Employer may decide to off – load the part of the work and get this work done through other contractors. The additional cost of the work, if any, incurred by the Employer shall be recovered from the Contractor's payment.</p>

**21. Other conditions**

Sr. No.	Particular
1.	The responsibility of Contractor under General Conditions of Contract is full and final and no claim by the Contractor for additional payment or extension of time shall be allowed on the ground of any misunderstanding or misapprehension by the contractor or that incorrect or insufficient information was given to the Contractor or that he failed to obtain correct and sufficient information.
2.	All garbage/debris shall be removed from site daily or as they accumulate. All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
3.	Lighting and Fire Protection: Where night work is permitted by the Engineer to facilitate the Contractor's Work operations, temporary lighting equipment as per approved layout shall be provided, installed, maintained for the duration of the contract and removed after completion of work by and at the expense of the Contractor. The Contractor shall take action to prevent damage to or destruction by fire of trees, shrubs and grasses. No extra payment will be made to the Contractor for the provision of temporary lighting and fire prevention measures.
4.	The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the Work. Some items / group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alternations or omissions in the Bill of Quantities (Price Bid Document), individual items or group of items, specified in the Bill of Quantities.
5.	Coordination with other Contractors The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages