

Special Conditions of Contract

S.No.	Description
1	SPECIAL CONDITIONS OF CONTRACT - I
1.1	(i) Railway will exercise absolute discretion for operating all or some of the items of the schedule. The quantities indicated for different items under SCHEDULES are indicative and approximate and may vary from nil to actual requirements at the time of execution. (ii) The quantities shown in above schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the item & it's quantities given in schedule & no extra rate will be allowed on this account. The contractor will not have any claim over it.
1.2	Engineer-in-Charge shall mean the " Engineer " as defined in Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).
1.3	"Engineer's Representative" shall mean the Assistant Divisional Engineer in direct charge of the works and shall include any Sr.Section/Junior Engineer of Civil Engineering appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway. Engineer's Representative to be treated as "Authorized Railway's representative" .
1.4	Material/Products to be used in the work shall be of approved make/brand as per the list of approved manufacturers/brands/makes given in the tender documents. In case, no make or brand is specified in the tender documents the materials supplied should bear an ISI mark & manufacturer's name should figure in the list of approved licencees of BIS.
1.5	In the case of items for which neither brands are specified nor ISI marked items are available, the sample shall be got approved from Engineer-in-charge.
1.6	In all the above cases i.e. (1.4) to (1.5) samples/fixture shall be approved by Engineer-in-charge before using the same in the work.
1.7	Engineer-in-charge has discretion to check the quality of materials & equipments to be incorporated in the work at the source of supply or site of works even if the materials has been made as ISI mark or from the approved make list. In case it is required to test the materials, the testing charges are to be borne by contractor.
1.8	Even after approval of sample, if it is found at any point of time during execution that materials actually used is differing from the approved sample, the contractor shall remove the defective materials and the entire cost of redoing the work will be borne by the contractor.
1.9	It is sole responsibility of the contractor for safety of his labour, tools and plants materials while executing the work.
1.10	The execution of all non-SOR items are including of all lead, lift, crossing of any No. of lines, ascent, descent, loading, unloading, transporting, labour, tools, plants, taxes, royalty etc., complete.
1.11	All the works covered under the contract shall be executed with contractor's own materials of approved quality unless otherwise specified.
1.12	No extra lead, lift or any other charges will be paid to the contractors, unless otherwise specified. The rate quoted by the tenderer for all items are inclusive of all kind of taxes (direct tax, indirect tax, GST etc) levied by the Central Government/State Government/Local bodies etc.

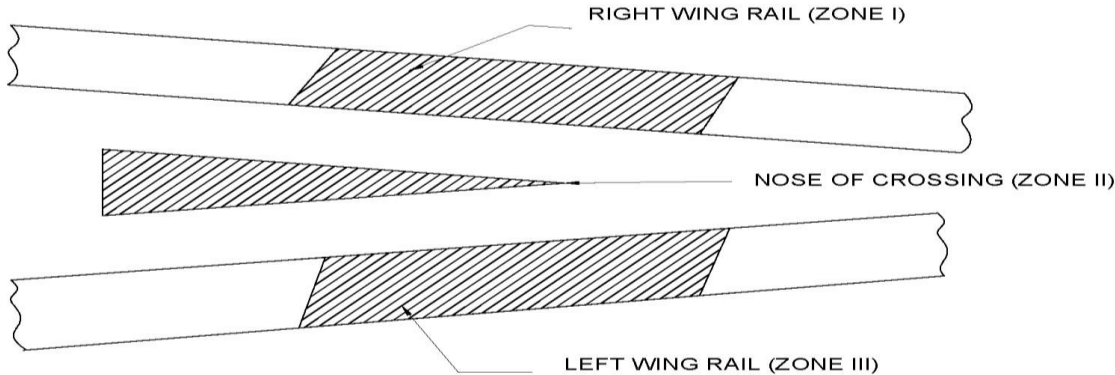
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1.15.2	<p>The Railway shall immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.</p> <p>The above shall be regulated as under:</p> <p>The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provision of Railway Board letter no 2007/CE.I/CT/18/Pt.XII dated 31.12.2010 hereby gets superseded.</p> <p>Executive while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/atpar.</p> <p>Vitiation should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.</p>
1.16	The railway will not arrange to supply electric energy. The contractor shall make his own arrangements for electric energy necessary for the works. The system shall conform to Indian Electricity Act and shall be approved by the railway.
1.17	Imposition of Liquidated Damages (LD) for delay in the completion of work: - The competent authority while granting extension to the currency of contract as per extent rule of SGCC-April-2022 as deemed fit based on the merit of case
1.18	The contractor shall be responsible for any damages occurring while keeping them stacking under their custody till the materials are erected/fixed by him and work is finally accepted by the railway.
1.19	On account bill will be paid up to maximum of 90% of the contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor if any in case of contract value up to Rs.50 lakhs. (2) On account bill will be paid up to maximum of 90% up to Rs.50 lakhs of contract value and above Rs.50 lakhs up to 95% of the balance contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor.
1.20	Contractor will have to make his own arrangement for water for concreting & other works while in execution. The water may be provided by Railways, if available. For using Railway's water, contractor will have to make his own pipe line arrangement along with water meter from location decided by Railway Administration. The rate chargeable will be as per rate given by Railways for purchase of water prevailing at that time. Supply of water from Railway's will depend upon availability and feasibility & contractor will have no claim for non supply of water by Railways.
1.21	As per Railway Board Letter No.F(X)I/95/1/1, dated.07/09/2021 & corrected upto Correction Slip, the revised scales of conservancy cess charges will be recovered from the different categories of contractor's and other party will be as per under:- Average No. of labour/workman employed per day - Conservancy cess charges will be recovered (per month) 1 to 5 - Rs.159/-, 6 to 10- Rs.312/-, 11 to 25 - Rs.785/-, 26 to 50 - Rs.1,143/-, 51 to 100 - Rs.1,534/-, 101 to 200 - Rs.1,926/-, 201 to 300 - Rs.2,318/-, 301 to 750 - Rs.2,676/-, 751 to 1500 - Rs.5,382/-, 1501 to 3000/- Rs.10,768/-, 3001 & over - Rs.21,508/-.

1.22	All testing as considered necessary by Engineer will be carried out at Contractor's cost. The Engineer may order the materials in the works to be carried out wherever he considers it necessary to test workmanship, quantity and quality, and if the work be found satisfactory the cutting out and replacing of the materials only will be paid for by the railway. But, if in the opinion of the Engineer such opened up work has been executed as either unsound, imperfect or with unskillful workmanship or with materials of inferior quality or not in accordance with the conditions of the contract or the contractor has not done in accordance with the conditions, the contractor shall forthwith at his own cost and to the entire satisfaction of the Engineer rectify, re-construct or replace the same either in whole or in parts as directed by the Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the contractor.
1.23	The rates quoted should take into account all the above special conditions and no extra payment will be admissible on any of this account under any circumstances.
1.24	In case the contractor fails to take up or complete the work of any work order, the railway have the right to close such work orders by imposing a penalty of 10% on the full work order value or the Railway may determine the contract owing to the contractors default in terms of clause- 62 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).
1.24.1	If the contractor does not start the works as per work order and complete the same, 10% of the work order value shall be recovered from the pending dues of the contractor as penalty and shall be forfeited by Railway.
1.25	Before offering the rate in the tender, the tenderers are required to inspect the site thoroughly and satisfy themselves as to the nature of work involved and all possible difficulties likely to be encountered for execution the work.
1.26	Multiple L-1 :- In case of more than one L-1 bidders, tender may be awarded to tenderer having higher bid capacity. In case bid capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year up to the date of opening of tender may be selected for award.
1.27	Termination of the contract- effect of non-performance by the contractor within the validity: If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion/extended of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty eight hours notices in terms of Railway Board's letter No.99/CE-I/CT/28(PT) dated 17.05.2004. It may be noted that for non fulfillment of the contract the railway reserves the right to claim the damages under clause 62 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) in addition of any other rights available to it under law.
1.28	Care In Submission of Tenders: Applicability of GST & all other taxes will be governed by clause-6 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022)
1.29	Railway reserves the right to get the work executed any where in the entire jurisdiction of DEN/Sr.DEN Concerned with the prior written orders of the concerned DEN/Sr.DEN whenever the work is required to be executed outside the jurisdiction specified in the tender.
1.30	The work is primarily of maintenance nature, which requires frequent instruction to the contractor from Railway side. The contractor or his authorised representative should be readily available to the Railway administration for receiving instructions in writing through site order book and for compliance of the same.
1.31	For various work orders different dates of completion can be given by the Railway Administration depending up on the type, nature and scope, urgency etc., of the work.
1.32	Contractor should have his own water tanker with watering arrangement for proper curing of work. Without proper curing, no payment will be made for the work done.

1.33	Contractor should have a store with proper record of quantities of materials stored in the jurisdiction of concerned SSE(Works/P.Way) under whom the work is being executed so that the same can be inspected any time by the Railway officials for which contractor has to be taken permission of land as per rule.
1.34	Order of Precedence of Documents: In case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence : (i) Letter of Award/Acceptance (LOA) (ii) Bill(s) of Quantities (iii) Special Conditions of Contract (iv) Technical Specifications as given in tender documents (v) Drawings (vi) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (vii) Indian Railways Unified Standard Specification (IRUSS-2019/2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (viii) CPWD Specifications 2019/2021 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (ix) Indian Railways Unified Standard Specifications (Works and Material) 2010/2021 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (x) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (xi) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
1.35	Some of the essential works are to be executed in night time and stipulated period with proper safety precautions for which no extra payment will be made.
1.36	As far as possible, materials should be tested at Government lab/Government approved lab. If Government approved lab is not available in nearby locality, required testing may be done from the reputed/NABL approved lab with the approval of an officer not below JAG. However, in agreement, where setting up of Laboratory is not mandatory for contractors, for ensuring quality control of the works regular testing should be done as per codal provisions/Specifications/CE's circulars.
1.37	As per Railway board letter no.2022/TK-II/22/7/1; dated:-09.02.2022 TMT Reinforcement Bars was decontrol by RDSO. All reinforcement steel (TMT Bars) and Structural Steel shall be procured by the contractor from main producers/authorized dealers/authorized stock holders and shall conform to the specifications mentioned in updated version of BIS's documents IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conforms to the specifications at the cost of the contractor.
1.38	As per Railway Board's letter No.2017/CE-I/CT/9 New Delhi dated 31.05.2023"For all contract costing more than Rs. 5 Crore contractor's e-MB is mandatory and duly to be followed with provision made in para 1316A of Engineering code".

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Sl.No.	Description
2	SPECIAL CONDITIONS OF CONTRACT - II { RECONDITIONING OF POINTS & CROSSINGS (IN SITU)}
2.1	WORK SPECIFICATION:-
2.1.1	The work will be done during the running Traffic Conditions and necessary speed restriction/caution/block will be arranged by the Railway. However for safety purpose necessary protection men shall be provided by the railway. In return contractor shall supply equivalent manpower failing of which he shall be liable for penalty of Rs.700/- per man-day.
2.1.2	The work of reconditioning shall be done under suitable speed restriction/caution order/traffic block arranged by railway. However the contractor shall not have any claim if suitable speed restriction/caution order/traffic block is not being made available to him. However, required extension of time may be granted by railway.
2.2	SCOPE OF WORK:-
2.2.1	The responsibility for obtaining all materials required against the contract shall rest entirely with the contractor.
2.2.2	The rate for the re-conditioning work shall be inclusive of all costs of contractor's labour, material consumables, tools & plants, Generator, Grinding machine along with grinding stone/file etc. templates for finishing and machinery etc. (Including reassembling of the crossing in case of built up)complete for above. No electricity shall be supplied by the Railway, Material & machinery will be carried to and from site by the contractor by its own cost. The accepted rate is deemed to be inclusive of all incidental works.
2.2.3	The contractor shall be responsible for proper filling, grinding of reconditioned work and finish to the specified limit tolerance after reconditioning to the full satisfaction of the site in charge.
2.2.4	Wear of the crossing should not be more than as prescribed in IRPWM with latest correction slip. However, site in charge shall be final authority for deciding the crossings to be reconditioned.
2.2.5	Work will be done during the day time only and when the weather is clear.
2.2.6	The railway should placed a detailed programme 07 days in advance for reconditioning of CMS crossings to the Firm. However, in case of emergency contractor is required to move to any station within jurisdiction of Sr.DEN/North immediately.
2.2.7	The railway shall be entitled on any time during the currency of contract to increase or decrease the approximate total quantities of items shown in the said contract by not more than 25% and will given reasonable notice in writing of any such increase or decreases to the contractor.
2.2.8	The work shall be carried out as per the Railway's standard drawings, provisions in Indian Railway's Permanent Way Manual and Standard Technical Requirement (STR) explained in "process of welding" of Manual for reconditioning of MM steel points & crossings, SEJ's and CMS Crossing issued by RDSO in 1996 with updated correction.
2.2.9	It shall be ensured by the Railway Supervisor & contractor Supervisor that subject crossing to be reconditioned is not cracked. The same should be entered in the register jointly signed by them.
2.2.10	Crossing wise register will be opened by S.E./P.Way and wear measurement should be recorded for each crossing separately before actual welding is taken in hand. The Register should be signed both by SE/P.way and contractor.
2.2.11	The contractor shall provide 03 nos reconditioning team in the section (One for each ADEN minimum in the section of each ADENs, symandetly) during the execution of this work.

Sl.No.	Description
2.3	QUALITY CONTROL:-
2.3.1	RDSO "Manual for Reconditioning of MM steel Points & Crossings, Switch Expansion Joints (SEJs) and Cast Manganese Steel (CMS) Crossings- 1996" or latest revision shall be followed. One complete sets of gauges (i.e. 52kg & 60kg 1 in 12 & 1 in 8.5 crossing) as specified in this manual shall be kept at site for checking of reconditioned crossing. Further, provision of para 432 of IRPWM shall be followed for reconditioning of Robotic Welding technique.
2.3.2	Visual Examination: The CMS crossing, to be reconditioned, shall be inspected carefully and thoroughly to ensure that it is in good condition and free from surface defects. Wear of the crossing should not be more than as prescribed in IRPWM para 429 (3) (e). .
2.3.3	Table grinding for surface preparation: The wear area shall be subjected to grinding by the suitable hydraulic/ electric grinders to remove hard metal, cracks, micro cracks, cavities and other heterogeneous materials on the surface of CMS crossing to be reconditioned. If any crack or cavity present in the crossing cannot be removed by grinding, that crossing shall not be reconditioned.
2.3.4	Records:- The wear of crossing and other parameters shall be recorded in the enclosed proforma as per Annexures- I & II.
2.3.5	Fixing of Robotic Welding Machine on crossing: The robotic welding machine shall be fixed on the CMS crossing to correct line and level. It should be ensured that the welding arm of Robotic Welding Machine can cover the whole area to be reconditioned, by dummy movement. The electric generator shall be used to supply the electrical power. The Wire Feeder, Robotic Welding machine and Remote Control shall be connected through the leads and wires. The area to be reconditioned shall be delimited (i.e. demarked) in shape of polygons and/or triangles at right wing rail, nose and left wing rail.
2.3.6	<p>Mapping of weld areas: The delimited areas - polygons and/or triangles at right wing rail, nose and left wing rail shall be mapped by locating the corners of the polygons and triangles and registered in controller of the machine.</p> <p>The sequence of registration of the individual areas for reconditioning is:-</p> <p>a) right wing rail (Zone I) b) nose (Zone II) c) left wing rail (Zone III) then again to Zone-I</p> <p>A sample sequence of mapping is given in figure below:</p> 
2.3.7	Setting of Voltage and Current: The setting of Voltage and Current shall be done as per specification of welding technology. The requisite values of Voltage and Current should be maintained throughout the welding.

2.3.8	Stick-out of welding wire (Distance between electric contact point of wire and arc): The Specified flux-cored welding wire is inserted in the welding arm of the machine through the lead and pull-out mechanism. The wire should be in good condition before use. The movement (feeding) of the wire shall be checked. The height of the nozzle shall be kept as specified in the particular welding technique.
2.3.9	Welding: Weld metal shall be deposited following a proper sequence so as to achieve uniform welding as well as low heat input. The welding of three zones (i.e. right wing rail, nose and left wing rail) is performed one by one, putting single bead at a time in a zone. The welding arm should come from third zone to the first, automatically. Before starting of bead, it should be ensured that the temperature at weld area is not more than 150 °C and it shall be measured by thermo chalk or any other suitable equipment. The welding parameters such as voltage current etc. shall be as recommended for particular welding technology. The slag of weld shall be removed after each run continuously by applying a peening hammer and hard wire brush. The entire area of each zone shall be covered by a complete layer of weld metal. The height of deposits shall be checked with the special gauges. Additional layer/layers on deficient areas shall be deposited till the requisite height plus grinding allowance is achieved. After ensuring that the sufficient metal has been deposited on all three zones, the Robotic Welding Machine should be removed from crossing and kept away from track. Temperature of the base metal of crossing in the vicinity of weld deposit (within ½ inch from weld) shall be checked during welding and it shall not exceed 250 °C at any time.
2.3.10	Grinding: The grinding of welded area is to be done by the hydraulic/ electrical grinders to remove the excess metal and to achieve the requisite contour and profiles as per dimensions given in the drawing of the crossing. The grinding shall be carried out by to and fro motion of grinder and grinder should not be kept steady at any location for long time to avoid over heating of the weld metal. The height of built-up surface shall be kept 0.5 mm high from original table. Smooth ramps shall be provided between welded table and original table of the crossing.
2.3.11	Liquid-Penetrant Test: To ensure that the welded surface is free from cracks and defects, the reconditioned area shall be checked by the approved quality Liquid-Penetrant. If any crack or cavity is observed then the area shall be cleaned and ground again. After ensuring complete removal of defect, re-welding, grinding and testing etc. shall be done as detailed above.
2.3.12	Records: The wear of crossing and other parameters shall be recorded in the enclosed proforma as per Annexures- I & II.
2.3.13	Painting (Primer):- Two coats of primer (Red Oxide) shall be applied on the rebuilt areas.
2.4	MISCELLANEOUS:-
2.4.1	A competent Railway supervisor should be arranged to supervise the work. At site daily work assignment must be recorded in advance in a Log Book by the Railway supervisor. He should record the work accomplished in just position. This Log Book will be separate from the site order book, meant for other order given to the contractor.
2.4.2	The contractor shall employ a competent supervisor having good experience and technical knowledge in the work of in situ reconditioning of CMS crossing.
2.4.3	The work should only be permitted in the presence of the contractor's authorized supervisor.
2.4.4	Railway representative not below then JE/P.way should ensure that no work is undertaken without the presence of the contractor's authorized supervisor.
2.4.5	The contractor shall not start any work without the presence of the SE (P.Way)/ JE (P.Way) at site. In case, contractor's representative starts any work in absence of SE/JE (P.Way), it shall be treated as un-authorized and illegal, tampering with the track and shall be liable for action under the "Indian Railway Act".
2.4.6	The contractor will be responsible to ensure safety of his work and nothing will be left infringing in the track.

2.4.7	In case of failure of reconditioned crossing within its service life the contractor shall have to do reconditioning at his own cost within a period of one month, which will be intimated by the engineer-in-charge or his authorized representative in writing.
2.4.8	Refund of Security Deposit:- For the purpose of release of security deposit, there conditioned crossing should have guarantee of satisfactory working for six months. Security Deposit shall be returned only after satisfactory performance during the Six month period from the date of last reconditioned CMS crossing. In case of failure of any crossing within Six month of reconditioning, there conditioned work will be done by the contractor at his own cost and nothing will be paid by railway for rectifying the defects. However Railway will ensure that proper fittings are provided on points and crossing are maintained properly.
2.4.9	The crossings must give the service life of 80 GMT after in-situ reconditioning. The parameter for measurement/assessment shall be governed by IRPWM with latest correction slip.
2.4.10	In case of failure due to improper reconditioning as established above in clause 2.4.9, the firm shall do the reconditioning again at no extra payment.
2.4.11	Pooled performance guarantee of Rs.10,00,000/- is to be deposited by the firm to the Railway, if already not deposited against any other contract of this nature. In case of failure, if firm is not carrying out reconditioning again, recovery will be made against paid amount of same crossings through the Performance guarantee.
2.4.12	Security: Security of the complete machineries will be responsibility of the contractor.
2.4.13	Safety of the staff:- The contractor shall have to take all the necessary steps to ensure personal safety of the staffs including arranging of safety dress and equipment's to the labours engaged for the work as required under relevant provisions of the Factories Acts.
2.4.14	Statutory obligations:- It will be the responsibility of the contractor to ensure compliance to all statutory and legal obligations such as minimum wages Act, Payments of wages act etc.
2.5	INSPECTION:-
2.5.1	Inspection of reconditioned points/crossing will be done by Asstt. Divl.Engineer of the sub division concerned or by the authorized subordinate not below the rank of SE (P.Way).
2.6	Note:-
2.6.1	Tenderers shall study tender document with utmost care before quoting the rates.
2.6.2	The quantities shown in the above schedule are approximate and are as a guide to give the tenderer (s) an idea of quantum of work involved. The railway reserves the right to increase/decrease and/or delete or includes any of the quantities given above. No extra rate will be allowed on this account.
2.6.3	A large number of men and machinery are deployed by the contractors for reclamation of crossing. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force.
2.6.4	The contractor shall not start any work without the presence of railway supervisor at site.
2.6.5	Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, it should be ensured that there is no in fragment to the railway's schedule of dimensions. For this purpose the area where road vehicle required to ply shall be demarcated and acknowledge by the contractor. Special care shall be taken for vehicle/machinery such that there is no infringement to the running track. Banner flag/protection/barricading should be provided wherever required.
2.6.6	The supervisor/workmen should be counseled about safety measures. A competency certificate to the contractors shall be issued by ADEN, which will be valid only for the work for which it has been issued.

2.7	Supplementary site specific instructions wherever considered necessary shall be issued by the Engineer-in-charge.
2.8	Agency executing the in-situ reconditioning should be duly authorized by the original manufacturer/equipment manufacturer/patent holder whose technique/technology of Reconditioning of CMS crossing In-situ by Robotic Welder technology approved by RDSO or as per Railway's upto date correction.
2.9	A maximum of 2 hours of block will be provided for executing reconditioning of a single CMS crossing. The tenderers should keep this aspect in mind while quoting their offers.
2.10	After a letter of acceptance issue for the first such contract, the contractor shall furnish a pool performance guarantee bond in the Performa specified or an irrevocable letter of credit from a nationalized bank, scheduled commercial bank branches operating in India governed by the Reserve Bank of India guidelines, within 60 (Sixty) days or earlier, from the date of receipt of letter of acceptance of the tender by the Contractor, for an amount equivalent to Rs.10 Lakhs, valid for a period of 24 months after successful completion of work. This pool guarantee amount will cover all the contracts in various zonal railways being executed by the same agency. This will be a safeguard to ensure full service life of reconditioning. This bank guarantee would be released after the completion of 80 GMT life in all the reconditioning CMS crossings covered under all the contracts for reconditioning on Indian Railways by the same agency. Contractor will have to extend the validity from time to time. In case any of the reconditioned crossings fails to achieve the minimum expected life, full cost of the reconditioning of that crossing would be recovered from the bank guarantee and the supplier will replenish the same within 15 days of the information of the failure. If the fails to do so, further work of contracts covered under this bank guarantee will be stopped and his full bank guarantee will be forfeited.

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