

KR/W/9/0 Vol.A
(Ref e-file No. CO-19011/5/2015-ENGG)

Dtd 30/11/2015

Regional Engineer/RN and KAWR

Senior Engineer(Works)/RN and KAWR

Sub: Konkan Railway's Standard General Conditions of Contract- January 2014 –
Correction slip No. 2 dtd 30/11/2015

Based on the recent corrections published in IR-GCC, Competent Authority has approved revision to Clause No.62 (1) of Konkan Railway's Standard General Conditions of Contract - January 2014.

The same is attached herewith as Correction slip No. 2 which shall be applicable to all contracts with immediate effect.


30/11/15
Chief Engineer

Encl: As above

Copy:

Secy to CMD for kind information of CMD please.

Dir(F) for kind information please.

Dir(O&C) for kind information please.

Dir (W&W) for kind information please

All HOD's for kind information please

FA&CAO for kind information please

RRM/RN,RRM/KAWR for information please

DyCE for information and necessary action please.

AAO/RN,KAWR for information and necessary action please.

Konkan Railway's Standard General Conditions of Contract- January 2014
Correction slip No.2 dated 30.11.2015

Existing Description below clause No. 62 (1) (xiii) (B) (e)

"Then and in any of the said Clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice (Proforma at Annexure-X) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice (Proforma at Annexure-XI) should be issued and adopt either or both of the following courses :

(x) To carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all incidental charges.

(y) To measure up the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final :

And in both cases (x) and (y) mentioned above, the Railway shall be entitled (i) to forfeit the whole or such portion of the Security Deposit as it may consider fit, and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor, if the works had been carried out by the Contractor under the terms of the contract, such certificate being final and binding upon the contractor, provided, however, that such recovery shall be made only when the cost incurred in excess is more than the Security Deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the Security Deposit proposed to be forfeited. The amount,

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thus, to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the Contractor by the Railway under this or any other Contract or otherwise.

Provided always that in any case in which any of power conferred upon the Railway by Sub Clause (1) of Clause 62 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which his liability for past and future shall remain unaffected."

Revised

"Then and in any of the said Clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice (Proforma at Annexure-X) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice (Proforma at Annexure-XI) should be issued."


20/11/15
Chief Engineer