

No : KR/W/9/0/Vol/A

Dt :10/03/2015

Regional Engineer,
RN and Karwar.

Senior Engineer,Works
RN and Karwar.

**Sub : Konkan Railways Standard General Conditions of Contract January 2014-
Correction Slip no 1 dated 09/03/2015**

Competent Authority had approved adoption of Konkan Railways Standard General Conditions of Contract, January-2014 in place of the existing GCC. The same has been circulated for adoption vide this office letter no KR/W/9/0/Vol/A dated 22/01/2014.

By adopting the various correction slips issued by Railway Board upto date in respect of certain clauses, the Competent Authority has approved the modifications.

The Correction Slip No 1 dated 09/03/2015 is enclosed as Annexure-1 and same to be read alongwith GCC with immediate effect.


10/3/15
Chief Engineer

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ES/CMD for kind information of CMD pl.
D(F) for kind information pl.
D(W&W) for kind information pl.
D(O&C) for kind information pl.
PCE for kind information pl.
FA & CAO for kind information.
ED(P), J&K for kind information pl.
CSTE, CEE, CME, COS, GM (Works) for information .
GM(BD), GM (training) for kind information
RRM/RN , RRM/KW, PR/KRIST for information.
Dy.CE/Track, DGM/Infra, Sr.RFA/MAO for information.
AAO/RN,KW for information and necessary action

Correction Slip No 1 to Konkan Railway Standard General Conditions of Contract-2014

Sr.No	Item No	Existing	Revised
1	Para 5(2) (a) of Part-I of GCC	Earnest money : The earnest Money should be in cash or in the form of deposit receipts, pay orders or demand draft, executed by State bank of India or any of the Nationalized Banks or by a Scheduled Bank.	The Earnest Money should be in Banker's Cheques /Demand drafts in favour of FA&CAO of Konkan Railway Corporation Limited, executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.
2	Para 7A.2 of Part-I of GCC	The technical details and commercial conditions shall be read out before the tenderers or their representatives at the time of opening of tenders and the same shall be evaluated by the tender committee. If the offers are found acceptable by the competent authority (as prescribed by Railway board from time to time for the estimated value of tender invited) the second packet shall be opened and the tenders shall be processed for finalisation in normal manner.	The technical details and commercial conditions shall be read out before the tenderers or their representatives at the time of opening of tenders and the same shall be evaluated by the tender committee. If the offers are found acceptable by the competent authority (as prescribed by Konkan Railway Corporation Ltd, from time to time for the estimated value of tender invited) the second packet shall be opened and the tenders shall be processed for finalisation in normal manner.
3	Para 7A-4 of Part-I of GCC	Two packet system of tendering shall be resorted to for techno commercial considerations of works contract. Tenders of value as communicated by Railway board from time to time on the subject (Rly board circular no. 94/CE-1/CT/4 Pt.17 dated 13/08/12.)	Two packet system of tendering shall be resorted to for techno commercial considerations of works contract. Tenders of value shall be as prescribed by KRCL.
4	Point 10 of Tender form (second sheet)	Income Tax Clearance Certificate : The tenderer(s) is/are required to produce alongwith his/their tender an authorized copy of	Minimum eligibility Criteria : (I) The tenderer(s) shall be eligible only if he/ they fulfill Minimum eligibility

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
	Annexure I of Part-I of GCC.	the Income Tax clearance certificate or a sworn affidavit duly countersigned by the Income Tax officer to the effect he has/they have no taxable income.	<p>Criteria of having received total contract amount during the last three financial years and in the current year with a minimum of 150% of the advertised tender value.</p> <p>(ii) The tenderer(s) is/are required to produce along with his/their tender authentic certificates to this effect which may be an attested Certificate from the employer/client, Audited balance sheet duly certified by the Chartered Accountant etc.</p>
5	Item 17-B (Para-4) of Part-II of GCC	Extension of Time for Delay Due to Contractor : Provided further, that if the Corporation/KRCL is not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid , the Corporation/Railway shall be entitled without prejudice to any other right or remedy available in that behalf , to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.	Extension of Time for Delay Due to Contractor: Provided further, that if the Corporation is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete the work within further extension of time allowed as aforesaid , the Corporation shall be entitled without prejudice to any other right or remedy available in that behalf rescind the Contract under Clause 62 (1) and shall forfeit the security deposit and performance guarantee, whether or not actual damages is caused by such default.
6	26A.1 of Part-II of GCC	Deployment of Qualified Engineers at Work Sites by the Contractor :	Deployment of Qualified Engineers at Work Sites by the Contractor :


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		The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract , as may be prescribed by the Ministry of Railways through separate instructions from time to time.	The Contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract , and as specified in the special conditions of Contract.
7	26A.2 of Part-II of GCC	In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.	In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, specified in the special conditions of contract for such period of default for the provisions, as contained in Para 26A.1.
8	42(4) Item no 9 of Part-II of GCC	For tenders accepted by Board Members and Railway Ministers , variations upto 110% of the original agreement value may be accepted by Chairman and Managing Director.	Stands Deleted
9	46(1) of Part-II of GCC	"On-account payments: The contractor shall be entitled to be paid from time to time by way of "on-account" payment only for such works as in the opinion of the Engineer has executed in terms of the contract. All payments due on the Engineers or the Engineers representatives certificate of measurements shall be subject to any deductions which may be made under these presents and shall be subject to, unless otherwise required by clause 16 of these conditions a retention of ten percent by	"On-Account "Payments : The contractor shall be entitled to be paid from time to time by way of "on -Account "payment only for such works as in the opinion of the Engineer has executed in terms of the contract. All payments due on the Engineer's or the Engineer's Representative 's certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by clause 16 of these conditions, a

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		<p>way of Security deposit until the amount of Security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or any modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.</p>	<p>retention of Ten percent of On account bill towards Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 5 % of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.</p>
10	46A.1 of part-II of GCC	<p>Price Variation Clause (PVC) shall be applicable only for tenders and as prescribed by KRCL irrespective of the contract completion period. Materials supplied free of cost by Railway to the contractors shall fall out side the purview of Price Variation clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment /recovery of price variation.</p>	<p>Price Variation Clause (PVC) shall be applicable only for tenders and as prescribed by KRCL irrespective of the contract completion period. Materials supplied free of cost by Corporation to the contractors shall fall out side the purview of Price Variation clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Corporation free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment /recovery of price variation.</p>
11	46A.7 of Part-II of GCC	<p>The amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae:</p>	<p>Payment of price variation shall be governed by formulae as existing in GCC 2014 and further any changes in the formulae will be prescribed by KRCL in the tender.</p>
12	64(6) of Part-II of GCC	<p>The Cost of Arbitration shall be borne by the respective parties The cost shall inter-alia include</p>	<p>The Cost of Arbitration shall be borne by the respective parties The cost shall inter-alia include</p>


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		<p>fee of the arbitrators(s), as per the rates fixed by Railway board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.</p>	<p>fee of the arbitrators(s), as per the rates prescribed by KRCL from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions/ policy issued on the subject by KRCL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter</p>
13	65 of Part-II of GCC	<p>Participation of Joint Venture (JV) Firms in Works Tender : This clause shall be applicable for works tenders of value as approved and communicated by Railway Board from time to time</p>	<p>This clause shall be applicable for works tenders of value as approved and as prescribed by KRCL.</p>

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