

RITES Ltd. / Contract Policy Cell / Gurgaon  
General Conditions of Contract for Works, 2011

Correction Slip No. 6

SECTION 8 – Clauses of Contract

Clause 17 Contractor Liable for Damages, Defects during Maintenance Period and Refund of Security Deposit

*In the first para of the existing clause, the expression "twelve months (six months in the case of work costing Rs. ten lakh and below except road work)" appearing at 6<sup>th</sup>/7<sup>th</sup> line from top and 15<sup>th</sup>/16<sup>th</sup> line from top may be deleted and replaced with the following :*

the maintenance period specified in Schedule F

*Further, the last sentence of the first para in the existing clause may be deleted and replaced with the following :*


Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the Security Deposit is sufficient to meet all liabilities of the contractor under this contract, half of the Security Deposit will be refundable on expiry of half the specified maintenance period and the remaining half after expiry of the full maintenance period from the date of issue of the said certificate of completion or till the Final Bill has been prepared and passed, whichever is later.

*The maintenance period to be mentioned in Schedule F shall be fixed by the Tender Approving Authority specified in the SOP.*

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No. RITES/CPC/CONT  
Dated the 12<sup>th</sup> May, 2014

The above correction to GCC for Works, 2011 is issued with approval of the competent authority.

  
(G.V.Chanana)  
Advisor (Contract Policy)

All Divisional Heads and SBU heads

Copy to:

1. Secy to CMD/DT/DP/DF. The above correction slip may be inserted in the copy of 'GCC for Works, 2011' for information of CMD and Directors
2. CVO

**RITES Ltd. / Contract Policy Cell / Gurgaon**  
**General Conditions of Contract for Works, 2011**

**Correction Slip No. 5**

**SECTION 8 – Clauses of Contract**

**Clause 3 When Contract can be Determined**

*In the existing sub-clause 3(a) the following sub-sub-clause 3(a)(i) may be added before sub-clause 3(b):*

- 3(a)(i) Further, the contractor shall be deemed to be declared a 'Poor Performer' as per Clause 52.7 hereinafter (without issuance of any notice in this regard) and shall not be eligible for a period of upto two years, to participate in tenders of other works which may be invited by RITES Ltd.

**Clause 52 Programme and Performance**

*In the existing Clause 52, a new sub-clause 52.7 may be added as under:*

**Clause 52.7 Poor Performance and Consequences Thereof**

The Engineer-in-Charge, without prejudice to his other rights against the contractor, may declare the contractor to be a poor performer after giving him written notice of seven days in any of the following cases :

- i. The contractor abandons the work for 30 days or more without valid reasons.
- ii. Progress on the work is behind schedule by 25% or more of the stipulated contract period for reasons solely attributable to the contractor.
- iii. Completion of work is delayed by 25% or more of the stipulated contract period for reasons solely attributable to the contractor.
- iv. The contractor repeatedly (twice or more) makes claims on frivolous grounds or goes to court or seeks arbitration for such claims.
- v. The contractor repeatedly (twice or more) seeks extra-contractual financial support from RITES for completing the work.
- vi. If there are more than two instances of financial failure of contractor in making timely payments to his labour or sub contractors or to suppliers of materials.

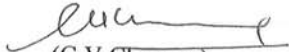
Upon declaration of the contractor as 'poor performer', his name will be placed in RITES' 'Negative List of Contractors' and he will not be eligible for a period of upto two years, to participate in tenders of other works which may be invited by RITES.

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*Jur*

No. RITES/CPC/CONT  
Dated the 26<sup>th</sup> March, 2014.

The above correction to GCC for Works, 2011 is issued with approval of the competent authority.

  
(G.V.Chanana)

Advisor (Contract Policy)

All Divisional Heads and SBU heads

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**BITES Ltd. / Contract Policy Cell / Gurgaon**  
**General Conditions of Contract for Works, 2011**  
**Correction Slip No. 4**

**SECTION 8 – Clauses of Contract**

**Clause 1 Performance Guarantee**

*In the existing sub-clause 1(i) the first sentence may be deleted and replaced by the following:*

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered value and also an Additional Performance Guarantee, if his offer is less than 90% of the estimated cost of work put to tender, of an amount by which the bid falls short of 90% of the estimated cost, for the contractor's proper performance of the contract agreement (notwithstanding and/or without prejudice any other provisions in the contract) within the period specified in Schedule F from the date of issue of Letter of Acceptance.

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**Clause 1A Recovery of Security Deposit**

*In the existing Clause 1A the last para may be deleted and replaced by the following:*

Security Deposit may be released against submission of Bank Guarantee issued by a scheduled bank or State Bank of India on its accumulation to a minimum amount of Rs. 5.0 Lacs subject to the condition that the amount of any Bank Guarantee except the last one, shall not be less than Rs. 5.0 Lacs. Bank Guarantee submitted against Security Deposit shall be initially valid upto the stipulated date of completion of work plus maintenance period defined under clause 17 hereinafter. The Bank Guarantee shall be extended further from time to time when contract period is extended under provisions of clause 2 and 5. Final refund of Security Deposit will be governed by provisions of clause 17 hereof.

**Clause 5 Time and Extension for Delay**

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*In the existing sub-clause 5.1 (b) the following may be inserted at the end:*

failing which the amounts specified in Schedule F shall be withheld for non-achievement of milestones. The withheld amount may be released when the subsequent milestone(s) is/are achieved. The withheld amount may also be released

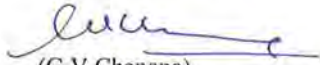
against submission of Bank Guarantee of equivalent amount issued by a scheduled bank or by State Bank of India.

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No. RITES/CPC/CONT

Dated the 16<sup>th</sup> July, 2013

The above correction to GCC for Works, 2011 is issued with approval of the competent authority.



(G.V.Chanana)

Advisor (Contract Policy)

All Divisional Heads and SBU heads

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**BITES Ltd. / Contract Policy Cell / Gurgaon**  
**General Conditions of Contract for Works, 2011**

**Correction Slip No. 3**

**SECTION 8 – Clauses of Contract**

**Clause 1 Performance Guarantee**

*The existing sub-clause (iv) may be re-numbered as (v) and the following sub-clause (iv) may be inserted:*

- (iv) In lieu of the Performance Guarantee and/or Additional Performance Guarantee, the contractor may submit Demand Draft of the like amount issued by a scheduled bank.

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No. BITES/CPC/CONT  
Dated the 17<sup>th</sup> July, 2012

The above correction to GCC for Works, 2011 is issued with approval of the competent authority.



(G.V.Chanana)  
Advisor (Contract Policy)

All Divisional Heads and SBU heads of RI, B&A, UI, TI, TS and CS Division

Copy to:

1. Secy to MD/DF/DT/DP. The above correction slip may be inserted in the copy of 'GCC for Works, 2011' for information of MD and Directors
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RITES Ltd / Contract Policy Cell / Gurgaon

General Conditions of Contract for Works, 2011

Correction Slip No. 2

**SECTION NO. 7 - Conditions of Contract**

*The existing sub-para (viii) of Para 2 may be deleted and replaced with the following :*

"(viii) Excepted risks are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, any acts of Government and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Employer of the part of the works in respect of which a certification of completion has been issued or a cause solely due to the Employer's faulty design of works."

*Further, a new sub-para (xv) under this para may be inserted to read as under :*

"(xv) Replacement Cost means (a) tendered value plus (b) cost of materials supplied by the Employer (assessed cost of such materials if the materials are supplied free of cost) plus 10% of both (a) and (b)."

**SECTION No. 8 - CLAUSES OF CONTRACT**

*The existing sub-clause (a) and (b) of Clause 47.1.1 may be deleted and replaced with the following :*

"(a) The works at their Replacement Cost.

(b) All plants and equipment and other things brought to the site by the contractor shall be insured for a sufficient amount not less than Rs. 5 lacs or 1% of the Tendered Value, whichever is more."

No. RITES/CPC/CONT

Dt. 9.1.12

The above corrections to GCC are issued with the approval of competent authority.

  
(S.K. Malhotra)  
Expert/CPC

All Divisional Heads and SBU Heads of RI, B&A, UI, TI, TS and CS Divisions

Copy to :

Secy to MD/DP/DF/DT - the above correction slip may be inserted in the copy of GCC issued for information of MD and Directors

(V.O., ADUCCHAI)

Adv. (B&A) - Sh. Channara

RITES Ltd / Contract Policy Cell / Gurgaon  
General Conditions of Contract for Works, 2011

Correction Slip No. 1

**SECTION NO. 7 - Conditions of Contract**

**Para 2 - Meaning of Expressions**

*An additional sub-clause (xiv) may be added as under :*

"(xiv) Stipulated date of completion: It is the date arrived at by adding the time allowed for completion as specified in Schedule 'F' to the date of commencement of the work."

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**SECTION No. 8 - Clauses of Contract**

*An additional Clause 5A may be inserted as under :*

**"CLAUSE 5A**

**Shifting of Stipulated Date of Completion**

The authority specified in Schedule 'F' may, at the written request of the contractor, shift the stipulated date of completion only if the execution of work is delayed by more than 25% of the time allowed for completion, on account of reasons solely attributable to the Employer or the Engineer-in-Charge.

The decision of the competent authority regarding shifting of the stipulated date of completion and the extent of shifting shall be final and binding upon the contractor.

The stipulated date of completion so shifted by the competent authority shall be considered for the purpose of Clause 10CC as the stipulated date of completion."

**CLAUSE 10CC**

**Payment due to increase/decrease in prices/wages after Receipt of Tender for Works**

*This clause may be modified to read as under :*

"This clause will be applicable only when so provided in Schedule 'F'.

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Employer in accordance with Clauses 10 & 34 hereof) and/or wages of labour required for execution of the work increase, the Contractor shall be compensated for such increase as per provisions detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for works executed during the justified period extended as above, the compensation as detailed below will be limited to the indices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under



consideration, whichever is less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions :

**CLAUSE 13**

**Foreclosure of Contract due to Abandonment or Reduction in Scope of Work**

*The phrase appearing in 11<sup>th</sup> line from top (page 30) which decision will be final and binding may be replaced with whose decision will be final and binding'*

**CLAUSE 14**

**Taking away part work due to default of the Contractor and recovery of additional cost of Contractor**

*The phrase appearing in para (ii) (line 31) 'does not remedy it or takes effective steps to remedy it' may be replaced by 'does not remedy it or does not take effective steps to remedy it'*

*The word appearing at penultimate line on page 31 'as' appearing between the words 'he' and 'shall' may be deleted and word 'to' inserted between the words 'liable' and 'pay'*

**CLAUSE 15**

**Suspension of work**

At the end of the existing clause, the following para may be added :

"Provided further that the contractor shall not be entitled to claim any compensation from the Employer for the loss suffered by him on account of delay by the Employer in supply of materials in Schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Employer"

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No. RITES/CPC/CONT

Dt. 21.11.11

The above corrections to GCC are issued with the approval of competent authority.

( S.K. Malhotra )

Expert/CPC

All Divisional Heads and SBU Heads of RI, B&A, UI, TI, TS and CS Divisions

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