

SECTION – 6

CONTRACT DATA

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SL. No	Conditions	CC/PCC Sub Clause	Data
1.	Employer's name and address	IFT Clause-9	General Manager (Land, Project Coordination & Corridor-4) Rail Infrastructure Development Company (Karnataka) Limited, #8, 1 st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1 st Block, Bengaluru-560010 Tel +91-6364890801 E-mail: gm@kride.in
2.	Engineer's name and address	PCC Clause xi, Definition	Project Director, General Consultant (EGIS-AECOM-LBI(WSP) JV), #11/23, Suryadev Building, Rajajinagar, 1 st Block, Bengaluru-560010.
3.	A. Mobilisation date for resources, establishment and survey B. Start of Designs	PCC Clause LV, Definition ER Part 2 , Clause 4	The contractor shall mobilise resources, establishment, survey from 28 days of issue of LOA. The contractor shall start the activity of Designs immediately after issue of LOA.
4.	Commencement Date	CC Clause 1.1 (xvii) Definitions	The Employer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.
5.	Site	CC Clause 1.1(xix) Definitions	Site means the places where the permanent works are to be executed and to which plant & materials are to be delivered, and the any other places specified in the contract as forming part of the site.
6.	Time for Completion	IFT Section-1 Page-1 Table	30 Months / 914 days
7.	Defects Liability Period	New Clause 6.1/PCC	730 days from the date of completion of this contract.
8.	Electronic transmission systems	IFT Clause-9	E-mail: gm@kride.in
9.	Governing Law	Clause 3.1/CC Page No.108	Laws of India supplanted by the Karnataka Local Acts
10.	Language for communications	Clause 4.3.2/CC Page No. 121	English

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11.	Time for the Parties entering into a Contract Agreement	Clause-1/CC Definitions	28 days from the date of issue of Letter of Acceptance.
12.	Time for access to the Site	Section-8 Employer Requirements Part-2, Annexure-2	The time for site access shall be provided progressively, generally taking into account the approved program of works and as per Annexure-2, Section-8 Employer Requirements Part-2.
13.	Engineer's Duties and Authority	New Clause-3.1/PCC	Variations resulting in an increase / decrease of the Accepted Contract Amount shall require approval of the Employer.
14.	Performance Security	New Clause-4.19/PCC	The Performance Security will be in the form of a Bank guarantee, from a Public Sector Bank in India or from a Foreign bank having branch in India or from such Foreign bank which has tie up with a PSU bank in India for an amount of 10% of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount.
15.	Normal working hours	PCC/Clause-1.5	24x7 in shifts as per the local government regulation but subject to permission from the Relevant authorities. Obtaining permission from the Relevant Authorities and planning the Works to complete within the Time of Completion shall be the Contractor's responsibility.
16.	Delay damages for the works/Key Dates (KD)	Section 8A Part-1, Annexure-1	As per Employer's Requirement in Part-1 Section 8A Annexure-1.
17.	Maximum amount of Delay damages/ Liquidated Damages (LD)	Clause No.41 Section-5 of CC	The liquidity damages for each Key dates / milestone have been indicated at Annexure-1 of Works / Employers Requirement section for not achieving the Key Date / Milestone for each Day. The maximum amount of liquidated damages for the whole of the works is 10% (Ten percent) of final contract price
18.	Total advance payment	42.1 & 42.2 of PCC	I. Mobilization Advance: As per Section-7/PCC, Clause 42.1.
			II. Advance against Plant and Machinery: As per Section-7/ PCC Clause 42.2.
19.	Mobilization	PCC 42.1	5% of the contract price (In Two Installments of 2.5% each). The advance payment will be paid to the contractor no later than 30 days after fulfillment of contract conditions.

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20.	Recovery of advances paid	42.4/PCC	The recovery of the Mobilization and Plant and Machinery Advances shall be made from each bill in equal monthly instalments commencing after 15% of contract value is billed and recovery to be completed within 85% of the contract value and the recovery shall be made at the rate 10% of the amount the Interim payment certificate until such time as loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.
21.	Percentage of Retention Money/ Security Deposit (SD)	PCC/New Clause 4.20	5%
22.	Limit of Retention Money/SD (Security Deposit)	PCC/New Clause 4.20	As per Section-7/PCC, New Clause 4.2 Security Deposit
23.	Interim Payment Certificates	37.1/PCC	Application for Interim Payment Certificate as per clause 37.1, PCC.
24.	Minimum Amount of Interim Payment Certificates	37.3/PCC	1% of the Accepted Contract Amount after six months of commencement of work as per Letter of Award.
25.	Maximum total liability of the Contractor to the Employer	22.2.2 /PCC	The Accepted Contract Amount.
26.	Periods for submission of insurance: a. Evidence of insurance b. Relevant Policies	CC/13	From the date of issue of Letter of Acceptance: a. 28 days b. 45 days
27.	Maximum amount of deductibles for insurance of the Employer's risks	CC/13	1% of the Contract amount for each occurrence.
28.	Professional Indemnity	PCC 13.6	The Contractor shall provide to the Authority, within 30 days of the Commencement Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The

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			professional liability cover shall be for a sum of not less than [6% (Six per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.
29.	Minimum amount of third-party insurance	PCC/13.8	INR 10 Lakhs per occurrence without any upper limit for occurrence.
30.	Bonus for early completion	PCC/26.14	As per the Section-7, PCC Clause-26.14 Bonus for early completion.
31.	Date by which the Arbitrator shall be appointed	CC/4.3	The Arbitration proceedings shall commence from the day, a written and duly quantified demand for arbitration is received by Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bengaluru / K-RIDE).
32.	Arbitrator Remuneration	CC/4.3.4	The fees and other charges of the conciliator/arbitrators shall be as per the fee structure fixed by the Engineer / Employer with reference to the Rules of Arbitration Centre – Karnataka (Domestic and International) Rules 2012. The cost of arbitration shall be borne equally by the respective parties.
33.	Language of Arbitration	CC/4.3	English
34.	Place of Arbitration	CC/4.3	Bengaluru, India
35.	Jurisdiction of Court	CC/5.1	The Contract Agreement shall be subject to exclusive jurisdiction of Courts as indicated in the Contract Data. The Jurisdiction of Courts is Bengaluru, Karnataka
36.	The Methodology and Program of Construction	25 Section-5 of CC	Employer's Requirements, Section 8A, Part2, Appendix 4 Program Requirements
37.	Site Investigation Reports	14 Section-5 of CC	Section 11 of the Tender document.
38.	The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction	3.3 of ITT, 25 Section-5 of CC	Employer's Requirements, Section 8A, Part-1, Appendix-05

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39.	Price Adjustment	PCC-Clause 40.1/40.1.7/Clause- 40/CC	PRICE VARIATION Adjustment for changes in cost for the work of elevated viaduct, minor bridges and earth work etc., of suburban corridor. Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given under Clause 40.1/PCC Section-7
40.	Milestone dates/key dates	Employer's Requirements/Section 8A/Part-1/Annexure-1	As per Employer's Requirements, Section 8A, Part-1, Annexure-1.
41.	As built drawings	Clause-48/Section-5/CC	The date by which "as-built" drawings (in suitable scale) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [Cl. No.48 Section-5 of CC]
42.	Termination by employer	Section-5/Clause-49.1/CC/Clause-49.6/PCC	The following events shall also be fundamental breach of the contract: [Cl. No.49.2 Section-5 of CC]
			The contractor has contravened Sub-clause 7.1 and Cl. No. 9 Section-5 of CC.
			The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the works shall be 30% [Cl. no. 51.1, Section-5 of CC]