

# SECTION – 6 CONTRACT DATA

## Part A – Contract Data

Serial No.	Conditions of Contract.	Clause/ Sub-Clause	Data
1	Country	3.1 of CC	India
2	Employer Name and Address	1 (XI) of CC	Rail Infrastructure Development Company (Karnataka) Limited, #8, 1 <sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1 <sup>st</sup> Block, Bengaluru-560010 Tel.: 080-24482800, +91-8296044970 E-mail: <a href="mailto:gmcivil4@kride.in">gmcivil4@kride.in</a>
3	Engineer's Name and Address	1 (X) of PCC	Project Director, General Consultant (EGIS-AECOM-WSP JV) #11/23, Suryadev Building, Rajajinagar, 1 <sup>st</sup> Block, Bengaluru-560010.
4	A. Mobilisation date for the preliminary activities. B. Start of Designs	PCC Clause Iv, Definition	The contractor shall mobilise resources, establishment of project office & casting yard, survey, GTI and design work from 28 days of issue of LOA. The contractor shall start the activity of Designs immediately after issue of LOA.
5	<b>Commencement Date</b> (Commencement of work)	CC Clause1.1 (xxi) Definitions	The Employer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.
6	Site	1 .1(xix) of CC	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.
7	Time for Completion	xiv of CC	20 months.
8	Progress Reports	NEW CL 4.39 of PCC	Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates
9	Engineer's Duties and Authority	New Cl.3.1 of PCC	The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties. In excess of 1% shall require approval of the Employer (cumulative order). However, each individual variation cannot exceed 0.1% of contract value.

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			the approved program of works and as per Annexure-2, Section-8 Employer Requirements Part-2.
10	Maximum total liability of the Contractor to the Employer	22.2.2 of PCC	The Accepted Contract Amount.
11	Maximum amount of deductibles for insurance of the Employer's risks	13 of CC / 13.9 of PCC	1% of the Contract amount for each occurrence
12	Site Investigation Reports	14 of CC	Section 11 of the Tender document.
13	Milestone dates/key dates	Employer's Requirements/Section 8A/Part-1/Annexure-1	Key Dates given in Appendix-1 of Section 8 A/ Part 1 of Employer's Requirement. The contractor shall take these dates into the work programme.
14	The system of electronic transmission	6.1 of CC	Any integrated information system, e.g. a "Project Management and Information System (PMIS)" etc., acceptable to the Engineer.
15	Defects Liability Period	6.1 of PCC	730 days
16	Law of the country Governing Law	3.1 of CC	Laws for the time being in force in India
17	The ruling language	New clause 15 of PCC	English
18	Care and Supply of Documents	New clause 1.2 of PCC	the Contractor shall supply to the Engineer 6 (six) copies of each of the Contractor's Documents.
19	Limitation of Liability	11.6 of PCC	One hundred percent (100%) of the Contract Price.
20	Time for the Parties entering into a Contract Agreement	Clause-1 (ii) of PCC, Definitions	28 days from the date of issue of Letter of Acceptance.
21	Right of Access to the Site within the time limit	22 of CC/PCC	The Construction Right of Access for two (2) stations (excluding entry/ exit areas) will be handed over within thirty (30) days from the Commencement Date. The schedule Right of Access of remaining stations will be given progressively and in line with the requirement of the approved Programme.
22	Performance Security	New clause 4.19 of PCC	The Performance Security shall be ten percent (10%) of the Accepted Contract Amount, in the currency(ies) and proportions of the Accepted Contract Amount, in the form of a "Bank Guarantee" issued by a Scheduled Bank in India (meaning a bank which is

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			<p>included in the Second Schedule of Reserve Bank of India Act, 1934, and includes Scheduled Commercial Foreign Banks with an Indian branch), excluding Cooperative Banks, payable in Bangalore.</p> <p>In case the contractor is a JV; the Performance Security/additional Performance Security, if any in terms of ITB 35.5, shall be submitted by each JV Partner separately on behalf of the JV in favour of K-RIDE in proportion of their respective percentage share specified in the JV Agreement. The additional Performance Security shall be submitted by the partner(s) responsible for execution of schedule(s) (as per JV agreement) against which additional Performance Security is required to be submitted in terms of ITB 35.5.</p> <p>However, Submission of Performance Guarantee Security by individual partners on behalf of the JV shall in no way dilute their Joint &amp; Several responsibility. The Employer shall be entitled to recover the amount of Bank Guarantees individually and / or from all the Partners jointly at its discretion.”</p> <p>The Performance Security shall remain valid and enforceable at least six (6) months longer than the anticipated expiry date of Defect Liability Period.</p>
23	Subcontractors	7 of CC	<p>The Contractor under no circumstances shall sublet the entire Works.</p> <p>Not more than fifty percent (50%) of the Accepted Contract Amount (excluding the amount for Detailed Design Services and Provisional Sums) can be subcontracted.</p>
24	Progress Reports	New clause 4.39 of PCC	Number of paper copies: 6
25	Working Hours and Inspection	1.5 of PCC	<p>Normal working hours: day hours</p> <p>However, the Contractor, if required, shall carry out work outside the normal working hours and/or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for work outside the normal working hours. The Contractor shall provide adequate lighting and safety arrangements.</p>
26	Programme	25 of CC/25.3 of PCC	Additional number of paper copies: 4

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27	Delay Damages	26.8 of PCC	Refer to the Annexure – 1 to Part A – Contract Data of Particular Conditions.
28	Maximum amount of delay damages	26.8 of PCC	Ten percent (10%) of the Contract Price
29	Advance Payment	42 of CC/42.1&42 of PCC	<p>I. Mobilization Advance: 5% of the contract price (In Two Installments) The mobilization advance payment shall be made as per Section-7/PCC, Clause 42.1.</p> <p>II. Advance against Plant and Machinery: 5% of the contract price (In Two Installments) The mobilization advance payment shall be made as per as per Section-7/PCC Clause 42.2.</p>
30	Recovery of Advance Payment	42.4 of PCC	The recovery of the Mobilization and Plant and Machinery Advances shall be made from each bill in equal monthly instalments and the deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment) exceeds 15 percent of the Accepted Contract Amount Less Provisional Sums or passage of six months from the date of release of first advance payment, whichever is earlier. The 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.
31	Application for Interim Payment	37.1 of PCC	Additional number of paper copies: 6
32	Percentage of Security Deposit	New clause 4.20 of PCC	Security Deposit equal to 10 percent of the amount due to the Contractor in IPC's/ Running bills from time to time will be retained, so as to maintain a reserve in the hands of the Employer equal to 5 percent of the Contract Price.
33	Limit of Security Deposit	New clause 4.20 of PCC	Five percent (5%) of Contract Price

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34	Minimum Amount of Interim Payment Certificates	37.3 of PCC	One percent (1%) of the Contract Price in the currency(ies) and proportions of the Accepted Contract Amount.
35	Period of Advance Payment	37.4 of PCC	The first Installment of the advance payment within 28 (Twenty-eight) days after signing the contract agreement or 21days after receiving the documents in accordance with new clause 4.19/PCC (Performance Security) and sub clause 42.0/PCC (Advance Payment) whichever is later;
36	Period of Interim Payment	37.4 of PCC	For eighty percent (80%) of the amount certified in each IPC: within Ten (10) days after the Employer receives the IPC and For balance twenty percent (20%) of the amount certified in each IPC: within Fifteen (15) days after the Employer receives the IPC. However next interim payment shall be made only after one hundred percent (100%) of the preceding amount of IPC has been paid.
37	Period of Final Payment	37.4 of PCC	Fifty six (56) days
38	Final Statement	37.12 of PCC	Additional number of paper copies: 6 (six)
39	Currencies of Payment	37.16 of PCC	The Contract Price shall be paid in Indian Rupees (INR) only.
40	Maximum amount of deductibles for insurance of the Employer's risks	13.9 of PCC	NIL
41	Insurance to be provided by the Contractor for the Works	13 of CC & 13.6of PCC	One hundred and fifteen percent (115%) of the Contract Price.
42	Liability for breach of professional duty	13.6 of PCC	AOA (any one accident) limit equal to 6% of the contract value in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. This PII policy shall be valid for five years after date of issue of 'Performance Certificate' or three (3) years after commencement of commercial train operations whichever is later. Wherever the Contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the Performance Guarantee shall be retained till required validity period. The Contractor's

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			submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the Performance Guarantee.
43	Insurance against liability for fitness for purpose	13.6 of PCC	shall be applicable and included
44	Injury to persons and damage to property	13.8 of PCC	Minimum amount of Insurance for injury to persons and damages to property: Indian Rupees one (1) million for any one incident, with unlimited number of incidents or any amount as per applicable laws, whichever is higher
45	Other insurances required by local practice	13 of CC& 13.6 of PCC	i. All insurances in terms of Clause 13 of Contract Conditions shall include risks related to relocation/ shifting/ removal of Utilities, tree cutting, relocation or plantation including utility owning agency's subcontractor if any (except overhead and underground electric transmission lines above 33kV) ii. All the other insurances as per the Laws.
46	Periods for submission of evidence(s) and relevant policy of insurance(s):	13 of CC & 13.6 of PCC	<b>Evidence(s):</b> Within twenty-eight (28) days from the date of receipt of Letter of Acceptance. <b>Policy(ies):</b> Within forty-five (45) days from the date of receipt of the Letter of Acceptance.
47	Bonus for early completion	PCC/26.14	As per the Section-7, PCC Clause-26.14 Bonus for early completion.
48	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).
49	Arbitrator Remuneration	CC/4.3.2	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.
50	Language of Arbitration	CC/4.3	English

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51	Place of Arbitration	CC/4.3	Bengaluru, India
52	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
53	The Methodology and Program of Construction	25 Section-5 of CC	Employer's Requirements, Section 8A, Part-1, Appendix 1 Program Requirements
54	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
55	Price Adjustment	PCC-Clause 40.1/40.1.7/Clause-40/CC	PRICE VARIATION Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and power in accordance with the following principles and procedures and as per formula given under Clause 40.1/PCC Section-7
56	AS BUILT DRAWINGS	Clause-48/Section-5/CC	The date by which "as-built" drawings (in suitable scale) in 6 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]
57	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 <b>30%</b> [Cl. no. 51.1, Section-5 of CC]



**Annexure – 1 Part A – Contract Data****KEY DATES**

The Contractor shall prepare and submit their detailed Programme of Work so as to achieve key dates of various activities on time. The Contractor shall complete the work in a phased manner by fixing priorities to different stretches of work to give access to the other interfacing contractors as per the requirement of project from time to time and as per the key dates (milestones) indicated below:

<b>Key Date</b>	<b>Time to achieve. (In Days from the Commencement Date)</b>	<b>Description of Key Date</b>	<b>Delay Damages for non- achieving the Key Dates</b>
GEKD01	84	Submission and Engineer's approval of Contractor's Detailed Baseline Programme. (Section 8A, Part-1, Clause 3.4.2)	0.01% of price quoted in Schedule 'A' per week of delay for the key date
GEKD02	84	Engineer's approval of, and mobilization of, all Key Personnel (Section 8A, Part-1-Clause 1.3 and 1.4)	0.01% of price quoted in Schedule 'A' per week of delay for the key date
GEKD03	84	Submission and Engineer's approval of Contractor's Design, Quality, Health & Safety and Environment policies and manuals. (Section 8A, Part-1 Clauses 5, 6, and 17)	0.01% of price quoted in Schedule 'A' per week of delay for the key date
GEKD04	126	Submission and approval of Design Stage 1, Preliminary Design. (Section 8A, Part-1, Clause 5.14)	0.01% of price quoted in Schedule 'A' per week of delay for the key date
STKD05	126	Completion of first Pile Load Test, including submissions and Engineer's approval of test reports. Submission and Engineer's approval of First detailed pile design / Raft footing design. (Section 8B, Clause 9.4)	0.01% of price quoted in Schedule 'A' per week of delay for the key date
STKD06	140	Commissioning of Casting Yard and Casting of First 'I' / Double 'T' Girder.	0.01% of price quoted in Schedule 'A' per week of delay for the key date
STKD07	180	Submission of final approved Detailed design for Architectural finishes & MEP works	0.01% of price quoted in Schedule 'A' per week of delay for the key date
STKD08	288	Completion of all Foundations (Piles and Pile Caps or Open Foundations).	0.01% of price quoted in Schedule 'A' per week of delay for the key date

Key Date	Time to achieve. (In Days from the Commencement Date)	Description of Key Date	Delay Damages for non- achieving the Key Dates
STKD09	362	Completion of Structural Framework up to and including concourse	0.01% of price quoted in Schedule 'A' per week of delay for the key date
STKD10	402	Completion of Structural Framework up to and including Platform Deck for all stations.	0.01% of price quoted in Schedule 'A' per week of delay for the key date
STKD11		Complete all Works to Degree 3 and Clear within the Platform Screen Door and Track Areas. Contractor to agree completeness with Trackwork Contractor and Engineer. Issuance of Full Access to the Trackwork Contractor.	
STKD 11.1	416	For any two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 11.2	430	For next two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 11.3	444	For balance Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD12		Complete all Works to Degree 3 and clear the access to Architectural finishes & MEP work contractor to agree completeness. Issuance of Shared Access & Permit to Work to the Systems Contractors.	
STKD 12.1	486	For any two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 12.2	514	For next two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 12.3	542	For balance Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD13		Complete all Works to Degree 3 and clear the Front of House Technical Rooms (TOM, EFO and SCR etc.) and common Areas. Contractor to agree	

Key Date	Time to achieve. (In Days from the Commencement Date)	Description of Key Date	Delay Damages for non- achieving the Key Dates
		completeness with the System contractors (AFC, S&T and PSD) and the Engineer. Issuance of Shared Access & Permit to Work to the System contractors.	
STKD 13.1	486	For any two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 13.2	500	For next two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 13.3	528	For balance Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD14		Complete all Works to Degree 3 and Clear to allow installation of equipment. Contractor to agree completeness with Lift and Escalator Contractor and the Engineer. Issuance of Shared Access & Permit to Work to the Lift and Escalator Contractors.	
STKD 14.1	500	For any two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 14.2	528	For next two Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STKD 14.3	556	For balance Stations	0.02% of price quoted in Schedule 'A' & 'B', per week of delay for the key date
STTO15	608	Completion of the Works for Take Over in accordance with the Contract including the submission of all Quality Control Records and As Built data as described and receipt of the Engineer's Statement of No Objection.	0.05 % of price quoted in Schedule 'A' & 'B', Accepted Contract Amount) per week of delay for the key date

**Note:**

1. Delay Damages levied will not be refunded even if the other key dates or overall completion date is adhered to.
2. Delay Damages as per Key Date STTO14 will be levied in addition to any Delay Damage levied for Key Dates GEKD01 to GEKD04 and STKD05 to STKD14.

3. Any imposition of penalty on account of delay in accomplishing key dates GEKD-1 to STKD-10 will be waived and penalty amount if deducted will be refunded (without interest) , provided the contractor is able to accomplish succeeding key date /dates. Penalty for STKD-11, 12, 13 & STKD-14 and STTO15 are non-refundable.
4. These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.
5. Schedule 'A', Schedule 'B', and Schedule 'C' mentioned in this annexure refers to Section-9 Price Schedule.
6. Delay Damages of all the above Key Dates shall be per week (7 calendar days) or part thereof as applicable.
7. "Weeks" means 7 days.
8. For each Technical Room or area, the finishes required shall be agreed with respective Systems Contractor, and as a minimum they shall be finished to the degree of completeness confirmed below and in the Employer's requirements. Both the Contractor and Systems Contractor shall sign-off the completeness of the Technical Rooms and submit the record to the Engineer at the time of the issuance of the Permit to Work.

<b>Degree Level 3 – Level of Completeness for Project Partner Access &amp; Permit to Work</b>		
<b>No.</b>	<b>Work Element</b>	<b>Key Date</b>
1.	Platform slab complete including cleaning and survey clearance.	STKD11
2.	Civil and building provisions to Project Partners & Engineers satisfaction complete.	STKD12, 13 & 14
3.	Structure of building complete, clean, dry, systems/Technical Rooms watertight. Structure or building as-built survey complete.	STKD12, 13 & 14
4.	Temporary power and temporary lighting complete for installation work.	STKD12, 13 & 14
5.	Works and storage areas available/provided duly coordinated.	STKD12, 13 & 14
6.	Survey reference lines and benchmark available.	STKD12, 13 & 14
7.	Drainage works complete for ready to use.	STKD12, 13 & 14
8.	Water testing and leakage arrests to all water tanks complete.	STKD12, 13 & 14
9.	Lift Shafts, Staircases complete for shared access.	STKD12, 13 & 14
10.	Structural steelwork completes including provisions for lift shafts and surveys accepted.	STKD12, 13 & 14

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