

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	1.1 (XII) of CC	Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE) (A SPV for Bengaluru Suburban Transport Project) #8, 1 st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1 st Block, Bengaluru-560010 E-mail: gmprocurement@kride.in
3	Engineer's Name and Address	1 (X) of PCC	Project Director, General Consultant (EGIS-AECOM-WSP JV) #11/23, Suryadev Building, Rajajinagar, 1 st Block, Bengaluru-560010.
4	A. Mobilisation date for the preliminary activities. B. Start of Designs	PCC Clause Iv, Definition	The contractor shall mobilize resources, survey, GTI and design work from 14 days of issue of LOA. The contractor shall start the activity of Designs immediately after issue of LOA.
5	Commencement Date (Commencement of work)	CC Clause 1.1 (xxi) Definitions	Commencement date shall be effective 7 days from the date of issue of LOA.
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	18 months from the Commencement Date.
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. 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	13 of CC / 13.9 of PCC	1% of the Contract amount for each occurrence

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	of the Employer's risks		
12	Site Investigation Reports	14 of CC	Section 11 of the Tender document.
13	Milestone dates/key dates	Contract Data /Annexure-1	Key Dates given in Appendix-1 of Part A Contract Data. 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	<p>The Construction Right of Access will be handed over to the Contractor as below:</p> <p>Package-3: The land available for execution of the works and will be handed over as under:</p> <ol style="list-style-type: none"> 1. Railway Land: Handed over within 07 (Seven) days from the commencement date. 2. Other Govt land and Private Land: Handed over progressively, in accordance with the requirements of the approved Contractor's Programme, and commensurate with the physical progress of the Works." 3. The list of infringement and its removal along with timelines is enclosed as Annexure-2 below: The Employer, Engineer and the authorized representative of the Contractor shall, within 15 days from the date of signing of the Contract Agreement inspect the site and prepare a memorandum containing inventory of the site including the vacant unencumbered land, building, structures, trees and any other

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			<p>immovable properties on or attached at the site. Such memorandum will be appended with an appendix, specifying in reasonable details those parts of the site for which possession has not been given to the contractor. The Engineer and the authorised representative of the Contractor shall sign the memorandum and this shall be deemed to constitute a valid evidence of giving Right of Way to the Contractor for discharging its obligation of this contract and for no other purpose whatsoever.</p> <p>Whenever the Employer & Engineer is ready to handover any part or parts of the site, it shall inform the contractor by notice, the proposed date and time of such handing over. The Employer, Engineer and the authorized representative of the Contractor shall inspect the site and prepare a memorandum containing inventory of the site as per the same procedure mentioned above.</p> <p>In the event of possession to any parts or parts of the site is not provided by the Employer as per timelines indicated in the Annexure-1, for any reason other than Force Majeure, Court stay on land acquisition, unidentified underground utilities or breach of this contract agreement by the contractor, the Employer shall pay damages to the contractor for a sum calculated in accordance with the following formula for and in respect of those parts of the site for which possession of the Right of way has not been provided.</p> <p>Amount of damages in Rs per day per metre=$0.05 \times C \times 1/L \times 1/N$</p> <p>Where</p> <p>C=Original Contract Price in Rs L=Length of work in metres</p> <p>and</p> <p>N=Completion period of work in days as per Original Contract.</p> <p>Length of work is to be recorded from the start chainage to end chainage of the Contract plus any start and ending chainages for depot entries.</p>

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			<p>For claiming any damages under this clause, the length of the land for which right of way has not been granted by the Employer to the Contractor, shall be measured and restricted to only the physical part or parts of land where there is actual obstruction.</p> <p>In the event of any damages are due and payable to the contractor under the provisions of this clause, subject to provisions of PCC clause 26, the contractor shall be entitled to Time of extension equal to the period for which the Damages have become due and payable under this clause, save and except that:</p> <ul style="list-style-type: none"> a) If any delays involve time overlaps, the overlaps shall not be additive: and b) Such time extension shall be restricted only to the works which are affected by the delay in providing the Right of way. <p>Notwithstanding anything to the contrary contained in this clause, the contractor shall work on all parts of site for which possession is granted and the work shall be completed before the scheduled completion date and shall not qualify for any time extension under the provisions of this clause.</p> <p>No other monetary claims other than the above whatsoever shall be paid or entertained on this account for delay in handing over the work site.</p> <p>The maximum compensation payable to the Contractor for delay in handing over of the site shall be limited to one percent (1%) of the total Contract Value, as specified in the Letter of Acceptance (LoA).</p> <p>Bidder shall quote his offer duly considering the above hindrances and the indicative compensation provisions.</p>
22	Performance Security	New clause 4.19 of PCC	<p>The Performance Security shall be three percent (3%) 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 included in the Second Schedule of Reserve Bank of India Act, 1934, and includes Scheduled</p>

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			<p>Commercial Foreign Banks with an Indian branch), excluding Cooperative Banks, payable in Bangalore. 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 Bi-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 & 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	The Contractor under no circumstances shall sublet the entire Works. (excluding the amount for Detailed Design Services)
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
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 (Liquidity damages)	26.8 of PCC	Ten percent (10%) of the Contract Price.
29	Advance Payment	42 of CC/42.1&42 of PCC	I. Mobilization Advance: Interest bearing advance upon on submission of unconditional Bank guarantee.

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			<p>5% of the contract price (In Two equal Installments). The mobilization advance payment shall be made as per Section-7/PCC, Clause 42.1.</p> <p>II. Advance against Plant and Machinery: Interest bearing advance upon on submission of unconditional Bank guarantee.</p> <p>5% of the contract price (In Two equal Installments)</p> <p>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 recovery/deductions shall commence at 9 th month and ends at 14 th month from the date of commencement which is in 6 monthly equal installments to recover the whole advance paid.
31	Application for Interim Payment	37.1 of PCC	Additional number of paper copies: 3
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
34	Minimum Amount of Interim Payment Certificates	37.3 of PCC	Deleted.
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 21 days 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	<p>The Contractor shall submit preferably the monthly bill for payment to the Engineer.</p> <p>(i) Within 10 (ten) days of receipt of the bill from the contractor, the Engineer shall broadly determine the amount due to the contractor and recommend to release 80% of the amount. After preliminary scrutiny and certification by the Engineer, payment of 80%</p>

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			<p>of the certified net payment due (after recoveries and deductions), shall be made by the Employer within days of receiving a statement and supporting documents from the Engineer subject to the condition that 1st interim payment certificate has been settled after the detail check. In the event of the Contractor submitting bills based on false measurements, Project Director should issue a written warning to contractor to the effect that the facility of 80% payment without detail check will be withdrawn in future, if the Contractor repeats the misconduct this facility should be withdrawn.</p> <p>(ii) The remaining 20% of the bill shall be recommended by Engineer after detail scrutiny and subsequent comments within 30 days of receipt of the bill from the Contractor. After the submission of bill from the Engineer to Employer, remaining 20% amount of the bill shall be within 15 working days by Employer. Any discrepancy shall be rectified in the next payment to the Contractor;</p> <p>(iii) If any adverse comments regarding the workmanship or the quality of the work done in the previous bill are made by the Engineer then an appropriate and suitable amount shall be recovered from successive bills.</p> <p>(iv) Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.</p> <p>(v) The Employer shall pay to the Contractor the amount certified in each Interim Payment Certificate. Each interim payment certificate will have two components.</p> <ul style="list-style-type: none"> • Value of the work / goods / services (without taxes ,duties, levies, cess, Royalty etc.). • Taxes, duties, levies, Royalty, cess, GST etc.
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

Serial No.	Conditions of Contract.	Clause/ Sub-Clause	Data
41	Insurance to be provided by the Contractor for the Works	13 of CC & 13.6 of 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 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	Evidence(s): Within twenty-eight (28) days from the date of receipt of Letter of Acceptance. Policy(ies): Within forty-five (45) days from the date of receipt of the Letter of Acceptance.
47	Bonus for early completion	PCC/26.14	Amount of bonus for early completion: 1% of initial Contract Price per month (part of the month to be excluded) for completion of whole works. Maximum limit of bonus 3% of Contract Price.
48	Date by which Arbitrator	CC 4.3	Deleted.

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	shall be appointed		
49	Arbitrator Remuneration	CC/4.3.2	Deleted.
50	Language of Arbitration	CC/4.3	Deleted.
51	Place of Arbitration	CC/4.3	Deleted.
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 30% [Cl. no. 51.1, Section-5 of CC]

The insurance requirement is as below.

SI No.	Type of Cover	Minimum cover for Insurance
(i)	Works and Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs. 10 lakhs for each occurrence without any limit for number of occurrences. The Contractor to take appropriate policy.
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka.
(v)	Professional Indemnity Insurance	6% of the contract value

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:

i) FOR GENERAL:

Key Dates No.	Description of Key date	Time to achieve. (in days from date of Commencement date)	Delay damages for non-achieving the key dates
KD-1	Employer's approval of CV and mobilization of all key personnel.	30	0.001% of total contract price per day of delay for the key date
KD-2	Submission and Engineer's approval of Contractor's Quality, Health & Safety and Environment policies and manuals	30	0.001% of total contract price per day of delay for the key date
KD-3	Submission and Engineer's approval of Contractor's Detailed Baseline Programme.	45	0.001% of total contract price per day of delay for the key date
KD-4	Commissioning of Batching Plant (Approval of all mix designs, production of 1st batch of concrete Plate Load Test in case of Open foundation).	45	0.001% of total contract price per day of delay for the key date
KD-5	Submission and approval of design stage-I, Preliminary design	60	0.001% of total contract price per day of delay for the key date
KD-6	Submission of final approved Detailed design and drawings for Civil, Structural other works	90	0.002% of total contract price per day of delay for the key date

ii) FOR AT GRADE, ROB & ELEVATED PORTION:

Key Dates No.	Description of Key date	Time to achieve. (in days from date of Commencement date)	Delay damages for non-achieving the key dates
At Grade Works including ROB			
KD-7	Start of earthwork in embankment / cutting and ERS	30	0.001% of total contract price per day of delay for the key date
KD-8	Completion of all MIBs (part barrel length to enable diversion of IR Track).	120	0.001% of total contract price per day of delay for the key date
KD-9	Completion of all RUBs (part barrel length to enable diversion of IR Track).	150	0.002% of total contract price per day of delay for the key date

Key Dates No.	Description of Key date	Time to achieve. (in days from date of Commencement date)	Delay damages for non-achieving the key dates
KD-10	Completion of continuous 1 km of embankment / cutting along with ERS and Partial access of section to track, S&T and Electrical contractor for their respective works	120	0.001% of total contract price per day of delay for the key date
KD-11	Completion of LC-06	180	0.002% of total contract price per day of delay for the key date
KD-12	Completion of RUB 407A (Box- Additional opening)	180	0.001% of total contract price per day of delay for the key date
KD-13	Completion of additional 1 km of embankment / cutting along with ERS and Partial access of section (for a minimum length of 2 km continuous including previously completed/handed over length) to track, S&T and Electrical contractor for their respective works	150	0.001% of total contract price per day of delay for the key date
KD-14	Completion of additional 3 km of embankment / cutting along with ERS and Partial access of section (for a minimum length of 2 km continuous) to track, S&T and Electrical contractor for their respective works	180	0.001% of total contract price per day of delay for the key date
KD-15	Completion of ROB 408A	400	0.001% of total contract price per day of delay for the key date
KD-17	Completion of fencing works, Boundary wall and OHE Foundation works.	480	0.001% of total contract price per day of delay for the key date
KD-16	Completion of ROB 410 A	530	0.001% of total contract price per day of delay for the key date
Elevated Viaduct (185 M)			
KD-18	Completion of 50% of pile foundation for elevated Viaduct	120	0.001% of total contract price per day of delay for the key date
KD-19	Casting of First "I" Girder	120	0.001% of total contract price per day of delay for the key date
KD-20	Completion of 50 % piers including Pier cap	200	0.001% of total contract price per day of delay for the key date
KD-21	Casting, Erection and Completion of 50% of "I" Girders with Deck slab	250	0.001% of total contract price per day of delay for the key date
KD-22	Completion of Chikkabanawara Elevated Viaduct (185m)	400	0.001% of total contract price per day of delay for the key date

Key Dates No.	Description of Key date	Time to achieve. (in days from date of Commencement date)	Delay damages for non-achieving the key dates
KD-23 (Taking over of all works)	Completion of all works as per Contract and Taking Over of Works	545	0.036% of total contract price per day of delay for the key date

Note:

1. Any imposition of penalty on account of delay in accomplishing of key dates mentioned above will be waived and penalty amount if deducted will be refunded (without interest) provided the contractor achieves the subsequent key dates (only upon accomplishing/completion of all the preceeding key dates) for at-grade & Elevated separately. Such achievement of Key dates by the Contractor shall be recommended by Engineer for approval of the Employer. Employer decision is final in this regard.
2. These penalties shall not relieve the Contractor from his obligation to complete the entire work or from any other obligations and liabilities under this Contract.

Annexure-2

PACKAGE-3							
Sr. No.	Hindrance details	Length affected (kms)	No. of locations	From Chainage	To Chainage	Remarks	Target date for handing over of land after removal of hindrances, from the date of signing of contract agreement
1	Encroachments in Railway Land (Sheds & Buildings)	0.120	2	23.265	23.295	3 nos. Part Buildings	120 days
				23.295	23.385	Open Land	
2	Defence land	0.325	3	18.200	18.365	CQAE (Work is under execution by Bi-RIDE agency).	90 days
				20.810	20.850	Air force (Work is under execution by Bi-RIDE agency).	
				21.020	21.140	Air force (Work is executing by Bi-RIDE agency).	