

# **SECTION-6**

## **PARTICULAR CONDITIONS OF CONTRACT (PCC) PART-A CONTRACT DATA**

## **Particular Conditions of Contract (PCC)**

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The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

**Part A - Contract Data**

Conditions	Sub-Clause	Data
<b>Employer's name and address</b>	1.1.2.2 & 1.3	<b>Bengaluru Integrated Rail Infrastructure Enterprise Limited (Bi-RIDE)</b> Samparka Soudha, 1 <sup>st</sup> Floor, Dr. Rajkumar Road Opposite Orion Mall, Rajajinagar 1 <sup>st</sup> Block Bengaluru-560010 Email: <a href="mailto:gmprocurement@kride.in">gmprocurement@kride.in</a>
<b>Engineer's name and address</b>	1.1.2.4 & 1.3	<b>Project Director, General Consultant (EGIS-AECOM-LBI(WSP) JV),</b> #11/23, Suryadev Building, Rajajinagar, 1 <sup>st</sup> Block, Bengaluru-560010.
<b>Bank's name</b>	1.1.2.11	Deleted
<b>Borrower's name</b>	1.1.2.12	<b>Deleted</b>
<b>Time for Completion of the Works</b>	1.1.3.3	18 Months
<b>Defects Notification Period</b>	1.1.3.7	730 days. (24 Months)
<b>Sections</b>	1.1.5.6	Bangalore Sub-urban Transport Project (BSTP) Corridor 4
<b>Electronic transmission systems</b>	1.3	Electronic transmission shall be in the form of scanned copy of original documents, Letters, Mail, Post communicated through authorized E-Mail IDs of Parties.
<b>Contractor's name and address</b>	1.3	<i>Bidder to submit along with the bid)</i>
<b>Governing Law</b>	1.4	Acts and laws of India
<b>Ruling language</b>	1.4	English
<b>Language for communications</b>	1.4	English
<b>Time for the Parties entering into a Contract Agreement</b>	1.6	The Parties shall enter into an Contract Agreement within 28 days after the Contractor receives of Letter of Acceptance.
<b>Care and Supply of Documents</b>	1.8	Five (5) soft (digital) copy(ies); and
<b>No. of copies of Contractor's Documents</b>		Five (5) hard (paper) copy(ies)

Conditions	Sub-Clause	Data
<b>Time for Access to the Site</b>	2.1	<p>The Construction Right of Access will be handed over as below:</p> <ol style="list-style-type: none"> <li>1. Railway Land: within 60 (Sixty) days from the commencement date.</li> <li>2. Other Govt land and Private Land: Will be given progressively in line with the requirement of the approved contractor programme and commensurate with the physical progress.</li> </ol> <p>Such right and possession may not be exclusive to the Contractor. The Contractor will draw / modify the schedule for completion of Works according to progressive possession / right of such sites.</p> <p>If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence.</p> <p>After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p>For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time Sub-Clause 8.4 [Extension of Time for Completion] and no monetary claims whatsoever shall be paid or entertained on this account.</p> <p>The Engineer reserves the right to make each site available to the Contractor any time before or after the Access Dates. The Engineer will notify the Contractor of the actual Access Dates in advance for each part of the works. This Notice will specify the area to which it refers is accessible and in a sufficient state of completion to permit the Contractor to begin installation and testing therein. It shall not imply that the Contractor will enjoy exclusive use of the area or that the work of other Contractor's therein is complete. The Contractor shall begin installation in each area by the actual Access Date and shall complete all installation and testing in each area by the relevant Key Date (If any).</p> <p>Notwithstanding the actual Access Date, whether before or after the stipulated Access Dates, the Employer shall not accept any increase in cost to the Employer.</p>
<b>Performance Security</b>	4.2	<p>Within 21 days of issuance of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security at 3% (Three percent) of the Contract Price as mentioned in LoA.</p> <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 Commercial Foreign Banks with an Indian branch), excluding Cooperative Banks, payable in Bangalore.</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>

Conditions	Sub-Clause	Data
<b>Subcontractors</b>	4.4	No Direct payment of Sub-Contractors is allowed.  The value of a sub-contract excluding design work and the items in the Schedule of Miscellaneous works shall be limited to 50% of the contract price. The contract or any agreement between the contractor and subcontractor shall be in accordance with the "Contract".
<b>Progress reports</b>	4.4.1	Monthly / Five (5) copies
<b>Normal working hours</b>	6.	Normal working hours are 00.00 HRS to 24.00 HRS in two Shifts. The Contractor, if required, shall carry out work during night hours or in shifts. The Contractor shall carry out work during Sundays / Holidays., for all site works.  The Contractor shall not be entitled to any claim in addition to the Accepted Contract Price on account of night/ shift working.
<b>Commencement of work</b>	8.1	The commencement date will be <b>7 days</b> from the date of LoA.
<b>Effective access to the Site</b>	8.1(c)	After award of the work, The Employer / Engineer shall grant the Contractor right of access to, and / or possession of, the Site progressively for the completion of Works. The Contractor will draw / modify the schedule for completion of Works according to progressive possession / right of such sites.
<b>Delay damages for the Works</b>	8.7 & 14.15 (b)	Please refer <b>Annexure-1 of Part `A`</b> (Contract Key dates and Completion Date in this section).
<b>Maximum amount of delay damages</b>	8.7	10% of the Contract Price
<b>Provisional Sums</b>	13.5 (b) (ii)	Please refer relevant provisions in PCC
<b>Adjustments for Changes in Cost</b>	13.8	Please refer relevant provisions in PCC
<b>Contract Price</b>	14.1 (b) 14.1 (e)	Please refer relevant provisions in PCC Please refer relevant provisions in PCC
<b>Total advance payment</b>	14.2	10% Percentage of the Accepted Contract Amount payable in the currencies (INR Only) and proportions in which the Accepted Contract Amount is payable.  <b>Number and timing of instalments, currencies (INR Only) and proportions and start repayment of advance payment – refer relevant provisions in PCC.</b>
<b>Repayment amortization rate of advance payment</b>	14.2(b)	Please refer relevant provisions in PCC
<b>Application for Interim Payment Certificates Copies of Statement</b>	14.3	Five (5) soft (digital) copy(ies) and Five (5) hard (paper) copy(ies)
<b>Percentage of Retention</b>	14.3(c)	Retention money 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. If the Contractor submits the Bank Guarantee of 5% of Contract Price then the Security deposit shall not be deducted and the validity of the BG shall be till Defect liability period.
<b>Limit of Retention Money</b>	14.3(c)	Five percent (5%) of the Accepted Contract Price
<b>Plant and Materials</b>	14.5(b)(i) 14.5(c)(i)	NIL NIL
<b>Minimum Amount of Interim Payment Certificates</b>	14.6	Deleted
<b>Time for Payment of Interim Payment Certificates</b>	14.7	Please refer relevant provisions in PCC.

<b>Conditions</b>	<b>Sub-Clause</b>	<b>Data</b>
<b>Contractor's Bank Account</b>	14.7	[insert bank account details at the time of contract signing]
<b>Publishing source of commercial interest rates for financial charges in case of delayed payment</b>	14.8	<i>Not Applicable</i>
<b>Delayed Payment</b>	14.8	No financing charges shall be payable due to delayed payment under Cl. 14.8
<b>Statement at Completion No. of Copies</b>	14.10	Five (5) soft (digital) copy(ies) and Five (5) hard (paper) copy(ies)
<b>Application for Final Payment Certificate No. of Copies</b>	14.11	Five (5) soft (digital) copy(ies) and Five (5) hard (paper) copy(ies)
<b>Currency / Currencies of Payment</b>	14.15	INR Only
<b>Maximum total liability of the Contractor to the Employer</b>	17.6	100% of the Contract Price.
<b>Periods for submission of insurance:</b> a. evidence of insurance  b. relevant policies	18.1	<p><b>Evidence(s):</b> Within twenty-eight (28) days from the date of receipt of Letter of Acceptance</p> <p><b>Policy(ies):</b> Within forty-five (45) days from the date of receipt of the Letter of Acceptance</p> <p>If the Contractor is insuring party &amp; fails to submit the policy of insurance within forty five (45) days or submit the policy for lesser period or does not extend adequately, a penalty for such uninsured period as well as delay beyond forty five (45) days, shall be recovered at "per day basis", proportionate to amount of premium payable for the work from any monies due to the Contractor or if the amount is not sufficient the Performance Guarantee shall be retained by Employer till Contractor pays the dues towards renewal of these insurances.</p>
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2(d)	NIL
<b>Minimum amount of third party insurance per occurrence</b>	18.3	Up to INR 20 Lakhs per occurrence, with number of occurrences unlimited.
<b>Date by which the DB shall be appointed</b>	20.2	28 days after the Commencement date.
<b>The DB shall be comprised of</b>	20.2	Please refer relevant provisions in PCC.
<b>List of potential DB sole members</b>	20.2	Please refer relevant provisions in PCC.
<b>Appointment (if not agreed) to be made by</b>	20.3	Please refer relevant provisions in PCC.
<b>Arbitration institution</b>	20.6(a)	Please refer relevant provisions in PCC.
<b>Arbitration rules</b>	20.6(a)	Please refer relevant provisions in PCC
<b>Place of arbitration</b>	20.6	Bengaluru, India

**Annexure – 1 of Part A – Contract Data**  
**CONTRACT KEY DATES & COMPLETION DATE**

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:

Key Dates No.	Description of stage	Period (Days)	Liquidity Damages for non-achieving the key dates
KD 1	Completion of Casting of Pile/Foundations complete including backfilling.	D + 120	0.001% of total contract price per day of delay for the key date
KD 2	Completion of works up to Pier cap casting including all associated works	D + 210	0.001% of total contract price per day of delay for the key date
KD-3	Completion of erection works on approach span including all associated works	D + 300	0.001% of total contract price per day of delay for the key date
KD 4	Completion of erection works on Railway span including all associated works	D + 420	0.007% of total contract price per day of delay for the key date
KD 5	Completion of Reinforced earth works including road works complete	D + 480	0.007% of total contract price per day of delay for the key date
KD 6	Completion of all works and handing over with all respect	D + 540	0.036% of total contract price per day of delay for the key date

Note: 1. D is the Commencement date

2. Any imposition of penalty on account of delay in accomplishing key dates KD1 to KD5 will be waived and penalty amount if deducted will be refunded (without interest) provided the contractor is able to accomplish succeeding key date /dates.
3. These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.