

## **SECTION-6**

### **PARTICULAR CONDITIONS OF CONTRACT (PCC)-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
Employer's name and address	1.1.2.2 & 1.3	<b>Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)</b> (A SPV for Bengaluru Suburban Transport Project) #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1st Block, Bengaluru-560010 E-mail: gmprocurement@kride.in
Engineer's name and address	1.1.2.4 & 1.3	<b>Project Director, General Consultant (EGIS-AECOM-LBI(WSP) JV),</b> #11/23, Suryadev Building, Rajajinagar, 1st Block, Bengaluru-560010.
Bank's name	1.1.2.11	Deleted
Borrower's name	1.1.2.12	Deleted
Time for Completion of the Works	1.1.3.3	24 Months
Defects Notification Period	1.1.3.7	24 Months
Sections	1.1.5.6	Bengaluru Suburban Transport Project (BSTP) Corridor-2 (Elevated Section) Package-1
Electronic transmission systems	1.3	Any integrated information system, e.g. a "Project Management and Information System (PMIS)" etc., acceptable to the Engineer.
Contractor's name and address	1.3	<i>Bidder to submit along with the bid</i>
Governing Law	1.4	Acts and laws of India
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties entering into a Contract Agreement	1.6	The Parties shall enter into an Contract Agreement within 28 days after the Contractor receives of Letter of Acceptance. (LoA).
Care and Supply of Documents No. of copies of Contractor's Documents	1.8	Five (5) soft (digital) copy(ies); and Five (5) hard (paper) copy(ies)

<p><b>Time for Access to the Site</b></p>	<p>2.1</p>	<p>The Construction Right of Access will be handed over to the Contractor as below:</p> <p>Package-1: The land available for execution of the works and will be handed over as under:</p> <ol style="list-style-type: none"> <li>1. Railway Land: Handed over within 07 (Seven) days from the commencement date.</li> <li>2. Other Govt land and Private Land: <b>"Handed over progressively, in accordance with the requirements of the approved Contractor's Programme, and commensurate with the physical progress of the Works."</b></li> <li>3. The list of infringement and its removal along with timelines is enclosed as <b>Annexure-2 below</b>: 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 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.</li> </ol> <p>Whenever the Employer &amp; 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=<math>0.05 \times C \times 1/L \times 1/N</math></p>
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Conditions	Sub- Clause	Data
		<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. 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> <ol style="list-style-type: none"> <li>If any delays involve time overlaps, the overlaps shall not be additive: and</li> <li>Such time extension shall be restricted only to the works which are affected by the delay in providing the Right of way.</li> </ol> <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>
<b>Performance Security</b>	4.2	

Conditions	Sub-Clause	Data
		<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>
<b>Subcontractors</b>	4.4	<p>No Direct payment of Sub-Contractors is allowed.</p> <p>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".</p>
<b>Progress reports</b>	4.4.1	Monthly / Five (5) copies
<b>Site Safety Plan</b>	4.8	<p><b>Site Safety Plan</b> - To be submitted within 8 weeks from LoA. <b>Site Environmental Plan</b> - To be submitted within 8 weeks from LoA</p>
<b>Normal working hours</b>	6	<p>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.</p> <p>The Contractor shall not be entitled to any claim in addition to the Accepted Contract Price on account of night/ shift working.</p>
<b>Penalty – Personnel and other personnel</b>	GCC Sub-Clause 6.9 & Annexure-1 Employer's Requirement	<p><b>Key Personnel</b></p> <p>a) Non-deployment of the Key personnel will attract a Penalty of <b>Rs 2,00,000/-</b> per Key personnel per month (for Sl.no 1,2,5,8).</p> <p>b) The proposed Key personnel are not to be changed till the completion of the work. Under emergent circumstances, in case they are required to be changed, the new incumbent should have similar or better experience, qualification than as required, and mentioned in Annexure- 1 (Appendix-4) of Employer's Requirement.</p> <p>These changes are permitted only with the approval of the Employer. Change in key personnel for one time without penalty is permitted. However, for subsequent changes there will be Penalty @ Rs. 1,00,000/- per Key Personnel.</p> <p><b>Other Personnel</b></p> <p>A Penalty of Rs. 30000/ = per month per Person for Non-</p>

Conditions	Sub-Clause	Data
		Mobilization of other personnel will be levied. The penalties for non-mobilization are over & above all other Contractual provisions.
<b>Commencement of work</b>	8.1	The commencement date will be <b>7 days</b> from the date of LoA.
<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	Gross Bill Amount: NIL
<b>Time for Payment of Interim Payment Certificates</b>	14.7	Please refer relevant provisions in PCC.
<b>Contractor's Bank Account</b>	14.7	_____ <i>[insert bank account details at the time of contract signing]</i>
<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

Conditions	Sub- Clause	Data
<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. <b>evidence of insurance</b>  b. <b>relevant policies</b>	18.1	<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  If the Contractor and insuring party 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 months 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.
<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. The Contractor to take appropriate policy
<b>Special/Acceleration Advance</b>	New Clause	Special/Acceleration Advance shall be limited to 5% of contract price as stated in LOA
<b>Bonus on Early Completion</b>	New Clause	Maximum limit of bonus: 5% of Contract Price.



**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:

**i) General Works:**

<b>Key Date s No.</b>	<b>Description of Key date</b>	<b>Time to achieve. (in days from Commencement date)</b>	<b>Delay damages for non-achieving the key dates</b>
KD-1	Employer's approval of CV and mobilization of Key personnel from Sl.no 1,2,5,8 & 15 mentioned in Annexure 1, Appendix-04, organisation chart and key positions	14	0.001% of total contract price per day of delay for the key date
KD-2	Submission and Engineer's approval of Contractor's Initial work Programme (IWP).	14	0.001% of total contract price per day of delay for the key date
KD-3	Submission and Engineer's approval of Contractor's Quality, Health & Safety and Environment policies and manuals	45	0.001% of total contract price per day of delay for the key date
KD-4	Submission and approval of design stage-I, Preliminary design	45	0.001% of total contract price per day of delay for the key date
KD-5	Submission and Engineer's approval of Contractor's Detailed Baseline Programme.	60	0.001% of total contract price per day of delay for the key date
KD-6	Completion and Commissioning of Project Office for the Employer & Engineer, duly furnished with all furniture, cabins, conference hall, appliances, IT equipment, tools, personnel, consumables etc. complete.	90	0.0005% of total contract price per day of delay
KD-7	Commissioning of Batching Plant (Approval of all mix designs, production of 1st batch of concrete in case of Open foundation, Pile load test).	90	0.001% of total contract price per day of delay for the key date
KD-8	Employer's approval of CV and mobilization of all other Key personnel.	90	0.001% of total contract price per day of delay for the key date
KD-9	Submission of final approved Detailed design and drawings for 50% of Civil, Structural works	90	0.001% of total contract price per day of delay for the key date
KD-10	Submission of final approved Detailed design and drawings for 100% Civil, Structural works	120	0.001% of total contract price per day of delay for the key date

ii) **Elevated Viaduct (Other than double Decker):**

Key Dates No.	Description of Key date	Time to achieve. (in days from Commencement date)	Delay damages for non-achieving the key dates	Incentives for early achievement of Key Dates
KDV-1	Procurement and signing of casting yard land lease agreement	60	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-2	Completion of 1st working pile /open foundation at following locations: 1) Pier No. 234 to 210. 2) Pier No. 210 to 185. 3) Pier No. 100 to 80. 4) Pier No. 35 to 60.	60	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-3	Establishment of batching plant at casting yard and commissioning	90	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-4	Establishment of casting bed & stacking bed along with gantries and commissioning	120	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-5	Procurement of U- girder & I girder shutters, assembly and commissioning at casting yard	120	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-6	Completion of 1st Pier along with Pier cap from the balance works. 1) Pier No. 234 to 210. 2) Pier No. 210 to 185. 3) Pier No. 100 to 80. 4) Pier No. 35 to 60.	120	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-7	Setting of Casting Yard and Casting of First Pier Cap	150	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-8	Completion of Casting of 1st 'U' Girder /I -girder for one full span	150	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-9	Erection of U Girder /I-girder for Twenty (20) full span by Crane	210	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-10	Mobilisation and commissioning of overhead launching girder along with transporter- 2 sets	270	0.001% of total contract price per day of delay for the key	0.0007% of total contract price per day of early achievement of

			date	key date
KDV-11	Completion of Entire foundation Works (Pile/Open foundation)	270	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-12	Completion of all sub-structure including piers Pier cap portals & Portal beams	350	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-13	Completion of Hebbal ROR work	400	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-14	Completion of all Super structure works and Full access of the main line of viaduct of length 2 km and handing over of stretch to track contractor	450	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-15	Completion of all Super structure works and Full access of the main line of viaduct of length 4 km and handing over of stretch to track contractor	550	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-16	Completion of Bennigenahalli ROR works	600	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-17	Completion of Yeshwanthpur ROR works	650	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-18	Completion of all Super structure works and Full access of the main line of viaduct and handing over of stretch to track contractor	680	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-19	Completion of All Miscellaneous works including Expansion Joints, Manhole, Cable trays inserts etc. as per contract	710	0.001% of total contract price per day of delay for the key date	0.0007% of total contract price per day of early achievement of key date
KDV-20	Completion of all works as per Contract and Taking Over of Works	730	0.066% of total contract price per day of delay for the key date	0.04% of total contract price per day of early achievement of key date. However, cumulative incentives for early achievement of Key Dates (KDV1 to 20) will be up to a maximum of 3.2% of total contract price.

**III) FOR ROAD CUM RAIL ELEVATED VIADUCT (DOUBLE DECKER):**

<b>Key Dates No</b>	<b>Description of Key date</b>	<b>Time to achieve. (in days from Commencement date)</b>	<b>Delay damages for non-achieving the key dates</b>	<b>Incentives for early achievement of Key Dates</b>
KDD-1	Completion of 1st working pile /open foundation.	60	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-2	Casting of 1st Pre-Cast pier cap at casting yard	120	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-3	Completion of 1st Pier along with Pier cap for road level	150	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-4	Completion of Casting of 1st I -girder for one full span	150	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-5	Completion of 1st Pier along with Pier cap for Rail level	200	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-6	Erection of U Girder & I-girder for five full spans by Crane/launching girder.	240	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-7	Completion of Entire foundation Works (Pile/Open foundation)	270	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-8	Completion of all sub-structure including piers Pier cap portals & pier arms	450	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-9	Completion of BSRP Superstructure works	600	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-10	Completion of road Superstructure work including "Y" shaped connecting Loop.	700	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-11	Completion of All Miscellaneous works including Expansion Joints, Manhole, Cable trays inserts etc. as per contract	720	0.001% of total contract price per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
KDD-12	Completion of all works as per Contract and Taking Over of Works	730	0.066% of total contract price per day	0.015% of total contract price per day of early achievement of key date However, cumulative

			of delay for the key date	incentives for early achievement of Key Dates (KDD1 to 12) will be up to a maximum of 1.5% of total contract price.
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**IV) DOUBLE DECKER STATION AT MATTIKERE):**

Key Date	Description of Key Date	Time to achieve. (in days from Commencement date)	Delay Damages for non-achieving the Key Dates	Incentives for early achievement of Key Dates
STKD01	Completion of first Pile at for Mattikere station	60	0.001% of accepted contract amount per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
STKD02	Completion of casting of First pile cap/Open foundation for Mattikere station.	120	0.001% of accepted contract amount per day of delay for the key date.	0.00035% of total contract price per day of early achievement of key date
STKD03	Casting of First 'I' / Double 'T' Girder for Mattikere station	140	0.001% of accepted contract amount per day of delay for the key date.	0.00035% of total contract price per day of early achievement of key date
STKD04	Erection of First Span of 'I' / Double 'T' Girder. for Mattikere stations.	240	0.001% of accepted contract amount per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
STKD05	Completion of Structural Framework up to and including concourse.	402	0.001% of accepted contract amount per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
STKD6	Completion of Structural Framework up to and including Platform Deck.	450	0.001% of accepted contract amount per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
STKD7	Complete all Works to Degree level 3 and Clear within the Platform Screen Door and Track Areas. Contractor to agree completeness with Track-work Contractor and Engineer. Issuance of Full Access to the Track work Contractor. For Mattikere station	480	0.002% of accepted contract amount, per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
STKD8	Complete all Works to Degree level 3 and clear the access to Architectural finishes & MEP work to agree completeness.	586	0.002% of accepted contract amount per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date

	Issuance of Shared Access & Permit to Work to the Systems Contractors. For Mattikere station			
STKD9	Complete all Works to Degree level 3 and clear the Front of House Technical Rooms (TOM, EFO and SCR etc.) and common Areas. Contractor to agree completeness with the System contractors (AFC, S&T and PSD) and the Engineer. Issuance of Shared Access & Permit to Work to the System contractors.	586	0.002% of accepted contract amount per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
STKD10	Complete all Works to Degree level 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 for or Mattikere station	600	0.002% of accepted contract amount per day of delay for the key date	0.00035% of total contract price per day of early achievement of key date
STKD 11	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.	730	0.005 % of Accepted Contract Amount per day of delay for the key date	0.015% of total contract price per day of early achievement of key date However, cumulative incentives for early achievement of Key Dates (STKD1 to 11) will be up to a maximum of 0.3% of total contract price.

## Note:

- 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 the preceding key dates) for General, Elevated viaduct and Elevated double decker 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.
- 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.
- The cumulative of all incentives for early achievement of Key date mentioned above will be limited to maximum 5% of the total Contract Price as per the Contract clause 26.14 of Particular Conditions of the Contract (PCC).
- 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.	STKD 8
2.	Civil and building provisions to Project Partners & Engineers satisfaction complete.	STKD 9,10
3.	Structure of building complete, clean, dry, systems/Technical Rooms watertight. Structure or building as-built survey complete.	STKD 9,10
4	Temporary power and temporary lighting complete for installation work.	STKD 9,10
5	Works and storage areas available/provided duly coordinated.	STKD 9,10
6	Survey reference lines and benchmark available.	STKD 9,10
7	Drainage works complete for ready to use.	STKD 9,10
8	Water testing and leakage arrests to all water tanks complete.	STKD 9,10
9	Lift Shafts, Staircases complete for shared access.	STKD 9,10
10	Structural steelwork completes including provisions for lift shafts and surveys accepted.	STKD 9,10

Bi-RIDE