SECTION – 6

CONTRACT DATA

BIRDE

SECTION 6:

CONTRACT DATA

The name and identification number of the Contract:

The Works consist of:

Signaling & Telecommunication works in connection with 1. Shifting of Existing IB Hut between YNK-CSDR from IR Chainage Km 9/700-800 to IR chainage 9/300-400 in order to facilitate Corridor - 4 BSTP work and 2. Other miscellaneous S&T utility shifting works in Corridor 2 & 4 sections.

Milestone/Stages:

i. Key Dates for the work of Shifting of Existing IB Hut between YNK-CSDR from IR Chainage Km 9/700-800 to IR chainage 9/300-400 in order to facilitate Corridor - 4 BSTP work.

Key Dates	Description of stage	Period from the date of commencement	Liquidity Damages for non- achieving the key dates
KD-1	Mobilization of Key Personnel	D+15 Days	0.01% of accepted contract price per week of delay
KD-2	Survey of cable route plan and approval. Issue of Call letters for procuring materials. Cable trenching and laying, Location box foundation and signal foundations.	D+45 Days	0.01% of accepted contract price per week of delay
KD-3	Termination of cables, Testing and meggering of cables, Relay wiring, external wiring, & alterations.	D*+60 Days	0.01% of accepted contract price per week of delay
KD-4	Availing of disconnection / line block from Railways, Testing and commissioning and Preparation of As Made documents. .	D*+ 90 Days	0.01% of accepted contract price per week of delay
KD-5	Handing over of assets to K RIDE/Take over by Railways. Railways, releasing of old equipment & gears. credit good/scrap as per Railway norms/directions.	D*+120Days	0.05% of accepted contract price per week of delay day

Note:

1. D- is the date of issuing of LOA
2. D* is the day of handing over newly constructed IB Hut

3 . D - Date of Commencement of work (Issue of LOA) given to the contractor for the work.

Bi-RIDE

4. If the successful contractor has not achieved key date of KD-2 to KD-3 but achieved Key dates of KD- 4 & 5 then the penalty for KD-2 to KD-3 will be waived off. Penalty for KD-5 is non-refundable.
5. These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this Contract.
6. The above key dates are tentative. The milestone dates can be changed with mutual consent after award of the contract, however, decision of employer is final and binding on the contractor.

D* is the day of handing over newly constructed IB Hut in the YNK – CSDR section of Bangalore Division of south western railway.

ii. Other miscellaneous S&T utility shifting works in Corridor 2 & 4 sections.

Key Dates	Description of stage	Period from the date of commencement	Liquidity Damages for non-achieving the key dates
KD-1	Survey of cable route plan and approval. Issue of Call letters for procuring materials. Cable trenching and laying, Location box foundation and signal foundations.	D+30 Days	0.01% of accepted contract price per week of delay
KD-2	Termination of cables, Testing and meggering of cables, Relay wiring, external wiring, & alterations.	D+45 Days	0.01% of accepted contract price per week of delay
KD-3	Availing of disconnection / line block from Railways, Testing and commissioning and Preparation of As Made documents. .	D+ 60 Days	0.01% of accepted contract price per week of delay
KD-4	Handing over of assets to Bi RIDE/Take over by Railways. Railways, releasing of old equipment & gears. credit good/scrap as per Railway norms/directions.	D+450 Days	0.05% of accepted contract price per week of delay day

D# The contractor shall commence the work within one week of receiving the advice/instruction from Engineer In-charge.

The contractor shall commence the work within one week of receiving the advice/instruction from Bi-RIDE. The work shall be completed within the timeline stipulated by Bi-RIDE, based on the approved scope of work. Liquidity Damages for non- achieving the key dates shall be 0.01% of accepted contract price per week of delay. **This process till completion period of the work.**

Note:

1. D - Date of Commencement of work (Issue of LOA) given to the contractor for the work.
2. If the successful contractor has not achieved key date of KD-1 to KD-2 but achieved Key dates of KD- 3 & 4 then the penalty for KD-2 to KD-3 will be waived off. Penalty for KD-4 is non-refundable.
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.

Bi-RIDE

4. The above key dates are tentative. The milestone dates can be changed with mutual consent after award of the contract; however, decision of employer is final and binding on the contractor.

TERMS OF PAYMENT:

All bills shall be submitted by prime bidder only (to whom contract has been awarded) to the authority mentioned in Preamble.

Subject to any deductions or recovery which the K RIDE may be entitled to make under contract, the Contractor will be entitled to be paid from time to time by way of 'on account payment' for supply of goods and 'progress payment' for works as in the opinion of the Engineer he has executed in terms of Contract.

ON ACCOUNT PAYMENT FOR SUPPLY ITEMS:

"On Account Payment" for supply of equipment, materials will be made on receipt of equipment/ materials, as indicated in Schedule **A & B** by Bi-RIDE. On Account payments made will subsequently be adjusted against payments due on Provisional Acceptance or Final Acceptance.

90% (Ninety Percent) of the value of each consignment shall be paid on receipt of materials at K-RIDE nominated site duly accepted by the Purchaser's Engineer and on production of the following documents:

i) Acknowledgement of receipt of materials by Engineer.
ii) Original Inspection certificates issued by Inspecting Officer.
iii) Manufacturer's inspection certificate/warranty certificate that the materials are in accordance with the specifications of the contract.
iv) Challan/ Invoice in duplicate.
v) Indemnity Bond in the approved form (see Section 10).

10% (Ten percent) value of the supply items shall be paid after the successful completion of installation, testing & commissioning of whole system covering all materials and services as per schedule of works and issue of "Provisional Acceptance Certificate" by Engineer.

100% payment against Supply of Spares, Measuring **Instruments**, Tool Kits, and if any similar items, which is not part of installation and commissioning, will be made on receipt of materials, acceptance of the same and production of documents listed in Para above.

PROGRESS PAYMENT FOR EXECUTION ITEMS:

Progress payment shall be made separately for each pure execution item/ sub-item of work given in the schedule **A & B** as follows.

75% (Seventy five percent) of the progress payment for the items in schedule of work for trenching and protective works and cable laying activities shall be made (cable trenching, refilling, laying of cables, cable trench on bridges/culverts). The balance **15% (Fifteen percent)** of the progress payment for these items shall be made after terminations and end to end testing from relay room to function end are completed and jointly tested by the Engineer to his satisfaction.

For all other items of work **(schedule A & B),** progress payment for **90% (ninety percent)** value of the work/ services will be made after the works are completed to full satisfaction of K RIDE.

10% value of the works/ services completed shall be made after the issue of Provisional Acceptance Certificate and submission of all 'As made' documents of the relevant schedules if applicable.

ON ACCOUNT PAYMENT FOR SUPPLY AND INSTALLATION ITEMS:

'On Account' payments in respect of items involving supply and installation, 75% of the accepted rate of the schedule item will be paid on complete supply of the equipment listed in the schedule after due

Bi-RIDE

inspection, against production of indemnity bond and other formalities as applicable to other supply items in the schedule. The remaining 15% payment will be released only after successful installation of the equipment under the schedule. The balance 10% will be released on submission of all 'As made' documents of the relevant schedule if applicable.

FINAL PAYMENT:

On the basis of provisional acceptance certificate issued by the Engineer for all the works in all the sections covered in this contract, the final bill for the balance payment for each item/sub-item of work shall be submitted by the Contractor along with a clear "NO CLAIM CERTIFICATE'. The provisional acceptance certificate shall be issued by the Engineer only when he has accepted the work wholly after conducting the acceptance tests on each item of work.

FINAL SETTLEMENT:

On expiry of the maintenance period/warranty period and issue of certificate by Engineer-in-charge regarding satisfactory completion of work and final acceptance of the entire installations in all respect, **Performance Guarantee/Security Deposit** will be released to the Contractor after adjustment of any dues payable by the contractor.

DEDUCTION FROM ON ACCOUNT PAYMENT BILLS

All costs, damages or expenses, which K-RIDE may have paid or incurred, which under the provisions of contract are Contractor's obligations, will be deducted by K-RIDE from progress payment bills/invoice of Contractor, as and when it is understood that such an expense have been incurred or paid for.

All such claims of K-RIDE shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the Contractor to identify such claims.

SUBCONTRACTING: NOT APPLICABLE

PRICE ADJUSTMENT: **Applicable for all schedules**
CHANGE IN COSTS - PRICE ADJUSTMENT
PRICE ADJUSTMENT CLAUSE FOR WORKS CONTRACTS: Refer Particular Conditions of Contract, Clause: Price adjustment clause

The liquidated damages for the whole of the works are

The liquidity damages for each Key dates/milestone is 0.001% of total contract price per day of delay for not achieving the Key Date/ Milestone. The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price: [GCC 41]

Bi-RIDE