SECTION-6

CONTRACT DATA

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

Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	**Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)** Samparka Soudha, 1st Floor, Dr. Rajkumar Road Opposite Orion Mall, Rajajinagar 1st Block Bengaluru-560010 Email: gmprocurement@kride.in
Engineer's name and address	1.1.2.4 & 1.3	Not Applicable
Bank's name	1.1.2.11	Deleted
Borrower's name	1.1.2.12	Deleted
Time for Completion	1.1.3.3	24 Months
Defects Notification Period	1.1.3.7	180 days. (06 Months) incl. Maintenance Period.
Sections	1.1.5.6	Yeshwanthpur – Baiyyappanahalli 'A' Panel & Baiyyappanahalli – Belandur Road
Electronic transmission systems	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.
Contractor's name and address	1.3	*Bidder to submit along with the bid*
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 a Contract Agreement within 28 days after the Contractor receives of Letter of Acceptance.
Care and Supply of Documents **No. of copies of Contractor's Documents**	1.8	Three (3) soft (digital) copy(ies); and Three (3) hard (paper) copy(ies)
Time for Access to the Site	2.1	The Construction Right of Access will be handed over progressively in line with the requirement of the approved contractor programme. 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. 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. 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.

Conditions	Sub-Clause	Data
		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. 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). 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.
Performance Security	4.2	The performance security will be in the form of a **Bank guarantee of the amount(s) at 3% (Three percent)** of the Accepted Contract Price and in the same currency (ies) of the Accepted Contract Price, issued from scheduled commercial bank of Indian or Foreign origin (Except Cooperative Bank) having business office in India.
Sub-contractors	4.4	Deleted
Progress reports	4.21	Monthly.
Normal working hours	6.5	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.
Effective access to the Site	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.
Delay damages for the Works	8.7 & 14.15 (b)	Please refer **Annexure-1 of Contract Data** (Contract Key dates and Completion Date in this section).
Maximum amount of delay damages	8.7	10% of the Contract Price

Conditions	Sub-Clause	Data
Provisional Sums	13.5 (b) (ii)	Deleted
Adjustments for Changes in Cost	13.8	Please refer relevant provisions in PCC
Contract Price	14.1 (b)	Please refer relevant provisions in PCC
Total advance payment	14.2	Please refer relevant provisions in PCC
Repayment amortization rate of advance payment	14.2(b)	Please refer relevant provisions in PCC
Application for Interim Payment Certificates Copies of Statement	14.3	Soft (digital) copy(ies) and Three (3) hard (paper) copy(ies)
Percentage of Retention	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.
Limit of Retention Money	14.3(c)	Five percent (5%) of the Accepted Contract Price
Plant and Materials 	14.5(b)(i) 14.5(c)(i)	NIL NIL
Minimum Amount of Interim Payment Certificates	14.6	Deleted
Time for Payment of Interim Payment Certificates	14.7	Please refer relevant provisions in PCC.
Contractor's Bank Account	14.7	_____ *[insert bank account details at the time of contract signing]*
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	*Not Applicable*
Delayed Payment	14.8	No financing charges shall be payable due to delayed payment under Cl. 14.8
Statement at Completion No. of Copies	14.10	soft (digital) copy(ies) and Three (3) hard (paper) copy(ies)
Application for Final Payment Certificate No. of Copies	14.11	soft (digital) copy(ies) and Three (3) hard (paper) copy(ies)
Currency / Currencies of Payment	14.15	INR Only
Maximum total liability of the Contractor to the Employer	17.6	100% of the Contract Price.
a. **evidence of insurance**		**Evidence(s):** Within twenty-eight (28) days from the date of receipt of Letter of Acceptance.

Conditions	Sub-Clause	Data
b. **relevant policies**		**Policy(ies):** Within forty-five (45) days from the date of receipt of the Letter of Acceptance If the Contractor is 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 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.
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	NIL
Minimum amount of third-party insurance per occurrence	18.3	Up to INR 20 Lakhs per occurrence, with number of occurrences unlimited.

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Annexure 1

CONTRACT KEY DATES & COMPLETION DATE

The Contractor shall prepare and submit their detailed Programme of Work upon receipt of NTP/communication by the employer for commencement of each milestone indicated below:

Key Dates (KD's) for Track linking activities for

"Yeshwanthpur - Channasandra Doubling Project - Linking of BG track between Yeshwanthpur and Baiyyappanahalli "A" panel, including Yeshwanthpur, Lottegollahalli & Banaswadi Yards (excluding Hebbal Yard to Banaswadi) and Misc. works in Bangalore Division of South Western Railway"

D- Date of intimation / issue of LOA given to the contractor for the work that is LOA date

Key Date	Description of Stage (Physical works to be completed)	Timeline(days)	Penalty for Non-achieving the Key Dates (KD)
KD – 1	Joint Inspection of site / location along with KRIDE / Railway Officials including Mobilization of resources and compliance to statutory requirements and approvals.	D + 15	
KD – 2	Preparation works involving centerline marking, Mobilization of resources, planning of track laying scheme including location of material stacking, etc.	D + 30	
KD - 3	Track linking including spreading of ballast, transportation of rail, sleepers, fittings, etc. including all necessary allied works for KM. 205/500 to 208/800	D + 150	0.1% of accepted contract price per week of delay.
KD – 4	Track linking including spreading of ballast, transportation of rail, sleepers, fittings, etc. including all necessary allied works for KM. 218/320 to 222/800.	D + 240	0.1% of accepted contract price per week of delay.
KD – 5	Track linking including spreading of ballast, transportation of rail, sleepers, fittings, etc. including all necessary allied works for Banaswadi Yard from Km. 208/800 to 210/350	D + 330	0.1% of accepted contract price per week of delay.
KD – 6	Track linking including spreading of ballast, transportation of rail, sleepers, fittings, etc. including all necessary allied works for **Yeshwanthpur**	D + 450	0.1% of accepted contract price per week of delay.

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	Yard from Km. 222/800 till top point of YPR yard on SBC end.		
KD – 7	Completion of pre-NI activities in the above sections.	D + 480	0.1% of accepted contract price per week of delay.
KD – 8	NI activities and Commissioning of section between for the above sections.	D + 510	0.1% of accepted contract price per week of delay.
KD – 9	Handing over of the above sections to Open line/ SWR.	D + 550	0.1% of accepted contract price per week of delay.
KD – 9	Maintenance of track	D + 730	

The work front/ Possession of site will be provided progressively.

The site is located in between Yeshwanthpur and Bayapanahalli "A" Panel including Yeshwanthpur, Lottegollahalli, Hebbal and Banaswadi Yards in the jurisdiction of Bengaluru Division of South Western Railway.

Note:

D- Date of intimation given to the contractor for the work, wherever the work front is available.

- If the successful contractor has not achieved key date of KD-3 to KD-6 but achieved Key dates of KD-7, then the penalty for KD-3 to KD-6 will be waived off.
- If the successful contractor has not achieved key date of KD-7 but achieved Key dates of KD-8, then the penalty for KD-7 will be waived off.
- If the successful contractor has not achieved key date of KD-8 but achieved Key dates of KD-9, then the penalty for KD-8 will be waived off.

Subsequent to commissioning the section the contractor has to undertake track maintenance work for 06 months.

However,

1. Key date KD-1 & KD-2 must be achieved independently to avoid the penalties.
2. Imposition of penalties shall not relieve the Contractor from his obligations to complete the works or from any other contractual liabilities.

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"Baiyyappanahalli - Hosur Doubling Project - Linking of BG Track with Allied Works and Manufacturing, Supply & Stacking of Machine-Crushed Track Ballast conforming to RDSO Specification (IRS-GE-1) from Km 197/900 to Km 205/500 between Belandur Road (Excl.) and Baiyyappanahalli "A" Cabin (Incl.) in Bengaluru Division of South Western Railway"

D- Date of intimation / issue of LOA given to the contractor for the work that is LOA date

Key Date	Description of Stage (Physical works to be completed)	Timeline (Days)	Penalty for Non-achieving the Key Dates (KD)
KD – 1	Joint Inspection of site / location along with KRIDE / Railway Officials including Mobilization of resources and compliance to statutory requirements and approvals.	D + 15	
KD – 2	Preparation works involving centerline marking, Mobilization of resources, planning of track laying scheme including location of material stacking, etc.	D + 30	
KD - 3	Track linking including Supply & spreading of ballast, transportation of rail, sleepers, fittings, etc. including all necessary allied works for KM. 197/900 to 205/500	D + 210	0.1% of accepted contract price per week of delay.
KD – 4	Track linking including Supply & spreading of ballast, transportation of rail, sleepers, fittings, etc. including all necessary allied works for Baiyyappanahalli "A" Cabin (Incl.) to Baiyyappanahalli yard.	D + 270	0.1% of accepted contract price per week of delay.
KD – 5	Completion of pre-NI activities in the above sections.	D + 300	0.1% of accepted contract price per week of delay.
KD – 6	NI activities and Commissioning of section between for the above sections.	D + 330	0.1% of accepted contract price per week of delay.
KD – 7	Handing over of the above sections to Open line/ SWR.	D + 365	0.1% of accepted contract price per week of delay.
KD – 9	Maintenance of track	D + 545	

The work front/ Possession of site will be provided progressively.

The site is located in between Belandur Road (Excl.) and Baiyyappanahalli "A" Cabin (Incl.) the jurisdiction of Bengaluru Division of South Western Railway.

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Note:

D- Date of intimation given to the contractor for the work, wherever the work front is available.

- If the successful contractor has not achieved key date of KD-3 to KD-4 but achieved Key dates of KD-5, then the penalty for KD-3 to KD-4 will be waived off.
- If the successful contractor has not achieved key date of KD-5 but achieved Key dates of KD-6, then the penalty for KD-5 will be waived off.
- If the successful contractor has not achieved key date of KD-6 but achieved Key dates of KD-7, then the penalty for KD-7 will be waived off.

Subsequent to commissioning the section the contractor has to undertake track maintenance work for 06 months.

However,

3. Key date KD-1 & KD-2 must be achieved independently to avoid the penalties.
4. Imposition of penalties shall not relieve the Contractor from his obligations to complete the works or from any other contractual liabilities.

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