



CHENNAI METRO RAIL LIMITED

CHENNAI METRO RAIL PROJECT PHASE I

CONTRACT BW - UG-02

**DESIGN AND CONSTRUCTION OF BALANCE
WORKS OF UNDERGROUND STATIONS AT
GOVERNMENT ESTATE, LIC AND THOUSAND
LIGHTS AND ASSOCIATED TUNNELS.**

Section VIII. Particular Conditions

AUGUST 2015

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Notes on Particular Conditions

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project and the Works. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A, Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC should specify country- or project-specific provisions for PC in each case.

Clause numbers in the PC correspond to those in the GC.

Particular Conditions (PC)

Part A - Contract Data

<i>Conditions of Contract.]</i> Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	<i>Chennai Metro Rail Limited CMRL Depot, Admin. Building, Poonamallee High Road, Koyambedu, Chennai 600 107.</i>
Engineer's name and address	1.1.2.4 & 1.3	<i>Chennai Metro Rail Limited CMRL Depot, Admin. Building, Poonamallee High Road, Koyambedu, Chennai 600 107.</i>
Bank's name	1.1.2.11	Japan International Cooperation Agency (JICA)
Borrower's name	1.1.2.12	<i>Govt. of India</i>
Time for Completion	1.1.3.3	608 days
Defects Notification Period	1.1.3.7	<i>730 days</i>
Sections	1.1.5.6	<i>deleted</i>
Profit	1.2	<i>deleted</i>
Electronic transmission systems	1.3	<i>Electronic transmission systems</i>
Governing Law	1.4	<i>INDIA</i>
Ruling language	1.4	<i>ENGLISH</i>
Language for communications	1.4	<i>ENGLISH</i>
Time for the Parties entering into a Contract Agreement	1.6	<i>28 days.</i>
Time for access to, and possession of all parts of, the Site	2.1	<i>Immediately after issue of LOA.</i>
Engineer's Duties and Authority	3.1(B)(ii)	<i>Variations resulting in an increase of the Accepted Contract Amount in excess of 2% shall require approval of the Employer.</i>
Performance Security	4.2	<i>"The Performance Security will be in the form of a "demand guarantee" or "performance bond" in the amount(s) of 7.5% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract</i>

		<i>Amount.</i>
General Design Obligations	5.1	<i>Period for notifying errors, faults and defects in the Employer's Requirements: 730 days</i>
Normal working hours	6.5	<i>Day & Night</i>
Commencement of Works	8.1(c)	<i>Immediately</i>
Delay damages for the Works	8.7	<i>As per Employers requirement in Part-II Please read Table: Summary of Liquidated Damages below.</i>
Maximum amount of delay damages	8.7	<i>10 %</i>
Provisional Sums	13.5.(b)(ii)	<i>10 %</i>
Adjustments for Changes in Cost	13.8	<i>Shall be only in INR and the amount to be adjusted shall be excluding Taxes, duties, TN VAT.</i>
Total advance payment	14.2	<i>5% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable in two equal installments. First installment is paid on production of BG and second installment is paid after satisfactory utilization of the first installment.</i>
Repayment amortization rate of advance payment	14.2(b)	<i>10%</i>
Percentage of Retention	14.3(c)	<i>2.5%</i>
Limit of Retention Money	14.3(c)	<i>2.5% of the Accepted Contract Amount</i>
Plant and Materials	14.5(b)(i)	<i>Deleted</i>
	14.5(c)(i)	<i>Deleted</i>
Minimum Amount of Interim Payment Certificates	14.6	<i>2% of the Accepted Contract Amount.</i>
Maximum total liability of the Contractor to the Employer	17.6	<i>10%</i>
Periods for submission of insurance:	18.1	<i>14 DAYS From issue of LoA.</i>

a. evidence of insurance. b. relevant policies		14 days 28 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	<i>Full value of the Contract amount</i>
Minimum amount of third party insurance	18.3	<i>0.5 millionINR per occurrence.</i>
Date by which the DB shall be appointed	20.2	<i>28 days after the Commencement date</i>
The DB shall be comprised of	20.2	<i>One sole Member</i>
List of potential DB sole members	20.2	<i>Serving Officer of CMRL not lower than the rank of GM or equivalent who has not dealt with the contract.</i>
Appointment (if not agreed) to be made by	20.3	<i>MD/CMRL</i>

Table: Summary of Liquidated Damages as per clause 8.7 of GC.

Key Dates (Refer Particular Conditions above & Clause 8.7of GC)	Liquidated Damages for first 28 days	Liquidated Damages between Day 29 and Day 56	Liquidated Damages from Day 57
Key Date KD1	50,000	2,50,000	50,00,000
Key Date KD2	50,000	2,00,000	16,66,667
Key Date KD3	3,333	16,666	3,33,333
Key Date KD4	50,000	2,00,000	10,00,000
Key Date KD5	50,000	2,00,000	5,00,000
Key Date KD6	3,333	16,666	3,33,333
Key Date KD7	3,333	16,666	3,33,333
Key Date KD8	50,000	2,00,000	5,00,000
Key Date KD9	3,333	16,666	3,33,333
Key Date KD10	50,000	2,00,000	5,00,000
Key Date KD11	1,40,000	7,00,000	1,40,00,000

Key Date KD12	30,000	1,50,000	30,00,000
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Particular Conditions–B

Specific Provisions