

SECTION 4: CONTRACT DATA

Clause Reference

With respect to section 3

Items marked “N/A” do not apply in this contract.

1. The Employer is [Cl.1.1.1]
 Name : Chief Executive Officer
 Address: Ranchi Municipal Corporation, Ranchi
 Name of Employer's Representative: To be notified by Chief Executive Officer after the award of the Contract.
2. The Engineer is Executive Engineer, Ranchi Municipal Corporation, Ranchi
 Name of Authorized Representative: To be notified by the Engineer after the award of the Contract.
3. The Defects Liability Period is 365 days from the date of completion. [Cl. 1. 1& Sec.-3.31]
4. The Start Date shall be 410 days from the date of issue of the Notice to Proceed with the work. [Cl.1.1.]
5. The Intended Completion Date for the whole of the Works is 15 months after start of work with the following Proposed Indicative Work Plan: [Cl. 1.1,17&25]

Sl.	Particulars of Work Items	Quantity	Unit	MONTHS														
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1.	Dwelling Units (including internal services)	As per scope of work	No.						30 %	35 %	40 %	45 %	50 %	60%	70%	80%	90%	100 %
2.	Livelihood Center		No s.										50 %					100 %
3.	Community Center		No s.										50 %					100 %
4.	Stair Cases & Corridors		No s.										50 %					100 %
5.	External Water Supply & Sump cum Pump		No s.							30 %			60 %				100 %	

6.	External Sewerage		No s.							30 %			60 %		90 %		95%	100 %
7.	Construction of CC Road													20 %	40 %	60%	80%	100 %
8.	Construction of Digester		No s.									20 %	40 %	60 %	80 %	100 %		
9.	Park Development															50%		100 %
10.	Finishing & Handing Over	All Works														30%	60%	100 %

Note: The Bidder however can give his own work Plan at the time of tendering with which he will be bound to adhere with. The total completion period however shall not be altered with.

Milestone dates:
[C1.2.2&44.1]

Physical works to be completed.

Period from the start date

Milestone 1

3 months.

Milestone 2

6 months

Milestone 3

9 months

Milestone 4

12 months

Completion & Handing Over

15 months

6. The Sites are located in Ranchi Town.[Cl. 1.1] .

7. The name and identification number of the Contract is as mentioned on the Volume II & III of the Bid Document for the various slums of Ranchi. [Cl. 1.1]

8. The works consist of “CONSTRUCTION OF DWELLING UNITS & DEVELOPMENT OF INFRASTRUCTURE IN SLUMS OF RANCHI TOWN UNDER BSUP PROGRAMME” [Cl. 1.1]

(A) Building Works

Site clearance; setting-out and layout of Building including soil testing and all aspects of quality assurance of various components of the works;

rectification of the defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

(B) Infrastructure Works

Site Clearance; setting out layout for execution, completion and testing of Net works of Water Supply, Sewerage, Drainage, Roads, BOE around the constructed Clusters and buildings, Construction of Septic Tanks, Construction of Boundary Walls, Gates and replacement of soil of Parks and growing of doob etc., Any other items as required to fulfill all contractual obligations as per the Bid documents, Construction of Rickshaw Stands, India Mark II Hand Pumps, Construction of Under Ground Reservoirs and Pumping Plants and connection to the Terrace reservoirs of the buildings [Cl. 1.1]

(C) Sewage Digestors

Planning, Design, Execution and O&M of Sewage digestors for the various slums on BOT basis as per Typical Digestor.

9. The following documents also form part of the Contract: The relevant IS Codes mentioned in the Technical Specifications. [Cl. 2.3(9)]

10. The law which applies to the Contract is the law of Union of India [Cl. 3.1]

11. The language of the Contract documents is English [Cl. 3.1]

12. Limit of subcontracting 50% of the Initial Contract Price [Cl. 7.1]

13. The Schedule of Other Contractors [Cl. 8]

Clause Reference
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14. The Schedule of Key Personnel As per Annex.-II to Section I [Cl.9]

15. The minimum insurance cover for physical property, injury and death [Cl.13]
is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

16. Site investigation report. [Cl.14]

17. The Site Possession Dates shall be [Cl.21]

18. The period for submission of the programme for approval of Engineer [Cl.24.1]

shall be 21 days from the issue of Letter of Acceptance.

19. The period between programme updates shall be 90days. [Cl.27.3]
20. The amount to be withheld for late submission of an updated programme shall be Rs. One lakhs. [Cl. 27.3]
21. The currency of the Contract is Indian Rupees. [Cl. 46]

**Clause Reference
with respect
to section 3**

26. The formula (e) for adjustment of prices are: [Cl. 47]

R = Value of work as defined in Clause 47.1 of Conditions of Contract

Adjustment for cement component

- (i) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_0) / C_0$$

V_c = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

C_0 = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

C_i = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

P_c = Percentage of cement component of the work

Adjustment for steel component

- (ii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_0) / S_0$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

S_0 = The all India wholesale price index for steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

P_s = Percentage of steel component of the work

Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

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Adjustment of Other materials Component

(iv) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_o = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

M_i = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

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The following percentages will govern the price adjustment for the entire contract

1.	Cement	P_c	10%
2.	Steel	P_s	15%
3.	Bricks	P_b	10%
4.	Other materials	P_m	30%
5.	Labour	P_l	35%
Total			100%

23. The proportion of payments retained (retention money) shall be 9% from each bill subject to a maximum of 8% of final contract price.

[Cl. 43]

24. Amount of liquidated damages for delay in completion of works

For Whole of work _____ [Cl.44]
(1/2000)th of the Initial
Contract Price, rounded
off to the nearest
Thousand, per day.
For _____ sectional

completion (wherever specified, in item 6 of Contract Data) (1/ 200)th
of initial contract price for 5

km section, rounded
off to the nearest
thousand per day.

25. Maximum limit of liquidated damages for delay in completion of work.

10 per cent of the Initial Contract Price rounded off to the nearest thousand. [Cl. 44]

26. Amount of Bonus for early completion of whole of the works

1 per cent of the Initial Contract Price (part of a month to be excluded), rounded off to the nearest thousand, per month.

27. Maximum limit of bonus for early completion of work

6 per cent of the Contract Price rounded off to the nearest thousand.[Cl 45]

Clause
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28. The amounts of the advance payment are:

[C1.46&47]

Nature of Advance

of 5% of the
Contract price.

- i. Mobilization 10% of the Contract
price in two installments
of 5% each on proof of
utilization of first
installment
- ii. Equipment 90% for new and 50%
of depreciated value
for old equipment.
Total amount will be
subject to a maximum

CONTRACT DATA

Amount (Rs.) Conditions to be fulfilled

On submission of unconditional Bank Guarantee, (to be drawn before the end of 20% of Contract period). The contractor may furnish four bank guarantees of 2.5% each, valid for full period.

After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.

29. Repayment of advance payment for mobilization and equipment: [Cl. 46.3]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 per cent of the Contract Price or 6 (Six) months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 20 per cent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 28.

30. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [Cl. 47]

Performance Security for 2 per cent of contract price plus Rs.
.....(to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.

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The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

31. The Schedule of Operating and Maintenance Manuals _____ N/A [Cl. 52]
32. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl. 52]
33. The amount to be withheld for failing to supply "as built" drawings by the date required is Rs. 10 Lakhs. [Cl. 52]
34. The following events shall also be fundamental breach of contract: [Cl. 53.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."
35. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 per cent. [Cl. 54]