

SECTION 4

CONTRACT DATA

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Items marked "N/A" shall not apply to this contract.

Clause Reference

- The following documents are also part of the Contract
 - The Schedule of other Contractors GCC 8.3
 - The Schedule of Key Personnel to be deployed at Site GCC 9.1
 - The Schedule of Construction Equipment to be deployed at Site
 - The Undertakings by the Employer & the Contractor ITB 8

- The above insertions should correspond to the information provided in the Invitation for Bids. (ITB)

- The Employer is
 - Name _____

 - Address _____

- Name of authorized Representative is _____

- The Nodal Officer or his nominee is
 - Name _____

 - Address _____

- Name of Authorised Engineer-in-Charge of the Employer is _____

Address _____

- Name of Authorised Representative of the Contractor * _____

Address _____

(In case of JV/Consortium being a bidder, Name & Address of each partner shall be entered)

- The Conciliator appointed jointly by the Employer and Contractor is:
 - * Name: _____

 - * Address _____

(* to be filled in after the Conciliator has been appointed)

- The name and identification number of the Contract is

(Insert name and number as indicated in the invitation for Bids (or Prequalification, if any)

.....

- The works consist of _____
(Brief summary, including relationship to other contracts under the Project)
- The start date shall be _____
- The completion date for the whole of the Work is _____ with the following milestones:
- Milestone dates:

<u>Physical works to be completed</u>	<u>Period from the date of issue of notice to proceed with the work</u>
Milestone 1 i.e. _____	_____ months
Milestone 2 i.e. _____	_____ months
Milestone 3 i.e. _____	_____ months
-----onwards-----	_____ months

- The following documents also form part of the Contract (GCC 2.3)

- The Contractor shall submit a Program for the Works within _____ days of delivery of the letter of Acceptance. (GCC 27)

- The Site Possession Dates shall be (GCC 21)

Part Site 1_____

Part Site 2_____

Part Site 3_____

- The site is located at _____ and is defined in drawings (ITB) nos. _____

- The Defects Liability Period is _____days (GCC 35)

- The minimum insurance cover for physical property, injury and death is Rs. _____ (13) (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.

- The following events shall also be additional Compensation Events: (GCC 11)

1.The Employer terminates the contract for his convenience

2._____

3._____

4._____

- The currency of the Contract is Indian Rupees (ITB 15)

(a) Indian Rupees

(b) _____

(c) _____

- Fees and types of reimbursable expenses to be paid to the Conciliator
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- Appointing Authority for the Arbitral Tribunal & Conciliator :
Construction Industry Arbitration Council (CIAC)
- The formula(e) for adjustment of prices for different Components are given below: (GCC 45)

R= Value of work

- Adjustment for labor component:

(I) Price adjustment for increase or decrease in the cost due to labor shall be paid in accordance with the following formula:

$$V_L = 0.85 \times PL / 100 \times R \times (L_1 - L_0) / L_0$$

V_L = increase or decrease in the cost of work during the quarter under consideration due to change in rates for local labor.

L_0 = The average consumer price index for industrial workers for — center for the quarter preceding 28 days prior to the date of opening of Bids as published by Labor Bureau, Ministry of Labor ,Government of India.

L_1 = The average consumer price index for industrial workers is — center for the quarter under consideration as published by Labor Bureau, Ministry of Labor, Government of India.

P_L = Percentage of labor component of the work.

- Adjustment for cement component

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

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

V_c = increase or decrease in the cost of work during the period under consideration due to change in the market rate for cement.

C_o = The market rate for cement on the day 28 days prior to the date of opening of Bids.

C_i = The market rate for cement for the period under consideration.

P_c = Percentage of cement component of the work.

- Adjustment for steel component

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

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

V_s = Increase or decrease in the cost of work during the quarter under consideration due to changes in the market rate for steel.

S_o = The market rate for steel (Bars and Rods) on the day 28 days prior the date of opening of Bids.

S_i = The market price for steel (Bars and Rods) for the period under consideration.

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.

- Adjustment of Bitumen component.

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o$$

V_b = Increase or decrease in the cost of work during the quarter under consideration due to changes in the average official retail price for bitumen.

B_o = the average official retail price of bitumen at the IOC depot at _____ on the day 28 days prior to date of opening of Bids.

B_i = the average official retail price of bitumen at IOC depot at _____ for the 15th day of the middle calendar month of the quarter under consideration.

P_b = Percentage of bitumen component of the work.

- Adjustment of POL (fuel and lubricant) component

- (v) Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuel and lubricants.

F_o = The average official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at _____ on the day 28 days prior to the date of opening of Bids.

F_i = the average official retail price of HSD at the existing consumer pumps of IOC at for the 15th day of the middle calendar month of the quarter under consideration.

P_f = Percentage of fuel and lubricants components of the work

- Adjustment for Plant and Machinery Spares component

(III) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

V_p = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The All India average wholesale price index for heavy machinery and parts for the quarter preceding 28 days prior to the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

P_i = The All India average wholesale price index for heavy machinery and parts for the quarter under consideration as published by Ministry of Industrial Development, New Delhi.

P_p = Percentage of plant and machinery spares component of the work

Note: For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

- Adjustment of Local materials

- (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 quarter under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

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

M_i = The All India average wholesale price index (all commodities) for the quarter 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

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

1.	Labour	- P_i	___ %
2.	Cement	- P_c	___ %
3.	Steel	- P_s	___ %
4.	Bitumen	- P_b	___ %
5.	POL	- P_f	___ %
6.	Plant & Machinery Spares	- P_p	___ %
7.	Other materials	- P_m	___ %
	Total		100 %

- Repayment of advance payment for mobilization and equipment: (GCC 49)
The advance loan shall be repaid with percentage deductions from the interim payments certified by the Nodal Officer or his nominee 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 15 percent of the Contract Price until such time as the loan has been repaid, always provided that the loan shall be completely repaid by the time 80% of the original contract work is executed.
- Repayment of secured advance: (GCC 50)
The advance shall be repaid from each succeeding monthly payment to the extent materials [for which advance was previously paid have been incorporated into the Works.
- The amount to be withheld for failing to supply "as built" drawings and/or (GCC 55) operating and maintenance manuals by the date required is Rs. _____

* UNDERTAKING BY THE EMPLOYER/OWNER

(ITB 8)

1. The project site including right to access is owned by the Employer.
2. The Employer has obtained the statutory clearances required for encumbrance free execution of project work. The list of all such clearances obtained by the employer is as follows:
 - a.
 - b.
 - c.
 - d.
 - e.

It is further undertaken by the employer, that any other statutory clearance required to be obtained, as a result of any regulatory measure, newly introduced by the State/Central government, or any other authority, as may be authorized by the Law of Land, shall expeditiously obtained by the Employer.

Any stoppage or impedance in the project work, arising out of non availability of such clearance, shall be a substantial reason for compensating the Contractor, for the direct/indirect losses suffered by him.

3. The Employer has conducted a detailed site investigation and the findings are enclosed vide Appendix _____.

Any variation in the findings, leading to direct/indirect losses suffered by the Contractor shall be reimbursed / compensated by the owner.

4. The employer has made sufficient and adequate arrangements for the project financing.

Any stoppage or impedance in the project work, arising out of non-availability of project financing to meet the obligations of the owner to pay to the Contractor, the duly certified bills, in the stipulated timeframe, as stated in the conditions of contract, shall be a substantial reason for compensating the contractor, for the direct/indirect losses suffered by him.

5. The employer undertakes to finalize the designs and provide detailed working drawings to the contractor as per the schedule given vide Appendix _____.

Any stoppage or impedance in the project work arising out of non-availability of working drawings, as per agreed schedule, shall be a substantial reason for compensating the Contractor, for the direct/indirect losses suffered by him.

6. The Employer undertakes to grant necessary approval of all the construction programmes, within the stated time frame in the conditions of contract.

Failure to do so, shall be a substantial reason for compensating the contractor, for the direct /indirect losses suffered by him.

7. The employer undertakes to respond to the contractor's claims including the time extension, within the stipulated time frame as stated in the conditions of contract.

Failure to do so, shall be a substantial reason for compensating the contractor, for the direct /indirect losses suffered by him.

8. The Employer undertakes to pay to the Contractor interim and final bills for the certified works executed by him, within the stipulated time period, as stated in the conditions of contract.

Failure to do so, shall be a substantial reason for compensating the contractor, for the direct /indirect losses suffered by him.

9. The Employer undertakes to not to vary or change the designs, once finalized and if the changes are resorted to, shall pay to the contractor, adequate compensation to enable him to implement the same.

Failure to do so, shall be a substantial reason for compensating the contractor, for the direct /indirect losses suffered by him.

Provided that the compensation claimed by the contractor shall be limited to 10 % of the contract price.

*** UNDERTAKING BY THE CONTRACTOR**

(ITB 8)

1. The Contractor undertakes that, at the time of submitting his bid, he shall furnish the full details of the project team, including the names and detailed CVs of the personnel to be deputed at the site of the work, in case of award of the work to him.

The employer, while evaluating the offer, may ask for any changes, addition, and/or alteration in the structure of the constitution of the Project Management Team.

Any change in the Project Management team, post award of the work, could only be made by the Contractor, after arranging for suitable replacement acceptable to the Employer.

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

2. The Contractor undertakes, that he shall, at all times, during the execution of the Contract, use proper project monitoring tools, such as CPM Net Work Analysis, and such Computer Aided Project Management Tools, such as PRIMA VERA/MS PROJECT, and shall have as an integral part of the Project Management Team such qualified professionals, who are well versed in the application of such techniques.

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

3. The Contractor, undertakes to procure the required construction materials, and also the Construction Equipment, at the site of work, and shall furnish to the Employer, a schedule of mobilization of resources, with his bid.

Such schedule shall contain following information

- a. Item to be mobilized
- b. Quantity
- c. Date of mobilization

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

4. The Contractor, undertakes to mobilize and retain , at least 25 % Workers, holding certificates of proficiency in their respective trades issued by, any ITI, University, or the Ministry of Labour, of State and Central Government of India.

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

5. The Contractor, undertakes to mobilize the committed resources at the site of work latest by _____ (date to be filled by the Employer)

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

6. The Contractor, undertakes that during the entire duration of the contract, including the defect liability period as defined in the contract he shall faithfully maintain following documents, and produce the same for inspection to the Employer, at all times.

- a. All documentation including drawings/specifications
- b. Logs of site records
- c. Minutes of Meetings
- d. Site instruction and,
- e. Other important data relating to the works being executed.

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

7. The Contractor, undertakes that he shall promptly and timely submit to the Employer following:

- a. All relevant information, while seeking important decisions/instructions from the Owner in changed situation.
- b. Method statements for changed site conditions.

Failure to submit the above in time shall result in delays for which the Contractor shall indemnify the Employer.

8. The Contractor undertakes that he shall provide adequate quality control facilities and qualified personnel for ensuring the quality of works being executed by him.

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

9. The Contractor undertakes that he shall -

- a. Promptly replace and/or repair the defective works within the time frame decided by the Employer.
- b. Comply with the labour laws
- c. Comply with environmental and ecological requirements
- d. Implement the approved construction methodology
- e. Submit the concreting schedule promptly

Failure to observe this undertaking, shall entitle the Employer to levy a penalty on the Contractor.

10. The Contractor undertakes that he shall present the Employer only with the admissible claims with proper justification. The admissible claim may arise out of any changes in design, specifications, altered extra, additional work and/or arising out of violation in any of the undertakings, having been given by the Employer.

Failure to substantiate the admissibility result in the summary rejection of the claim..

Provided that the penalty levied by the Employer shall be limited to 10 % of the contract.