

## Contract Data Sheet

### A.

| GCC Clause | Particulars  | Data   |
|------------|--|--|
| 1.14       | Employer   | Executive Engineer P.W.D. Setu Nirman Divisin Ujjain   |
| 1.15       | Engineer   | Executive Engineer P.W.D. Setu Nirman Divisin Ujjain   |
| 1.16       | Engineer in Charge   | Executive Engineer P.W.D. Setu Nirman Divisin Ujjain   |
| 1.22       | Stipulated Period of Completion  | <b>14 Months Excluding rainy Season.</b><br>(period is always excluding rainy season, unless mentioned otherwise)                                  |
| 3          | Language & Law of Contract   | English & Indian Contract Act 1872   |
| 4          | Address & contact details of the Contractor  | As per 'Annexure-H'  |
|            | Address & contact details of the Employer/ Engineer – phone, Fax, e-mail.              | Executive Engineer P.W.D. Setu Nirman Divisin Ujjain<br>email:- eepwdbriujn@nic.in   |
| 5          | Subcontracting permitted for the Contract Value  | More than Rs. <b>FiveCrores.</b>   |
| 6          | Technical Personnel to be provided by the contractor                                   | As per 'Annexure-I' (Format I-3)   |
|            | Penalty, if required Technical Personnel not employed                                  | <b>Rs thirty thousand</b> per month for each Graduate Engineer and<br><b>Rs eighteen thousand</b> per month for each Diploma Engineer/ITI Surveyor |
| 10         | Specifications   | As per 'Annexure - E'  |
|            | Drawings   | As per 'Annexure - N'  |
| 12         | Competent Authority for deciding dispute under Dispute Resolution System               | <b>S.E. of concerned Circle</b>  |
|            | Appellate Authority for deciding dispute under Dispute Resolution System               | <b>C.E. of concerned Zone</b>  |
| 13         | Period for submission of updated construction program                                  | (a) <b>Every 3 months</b><br>or<br>(b) <b>at the end of every milestone, whichever is less</b>   |
|            | Amount to be withheld for not submitting construction program in the prescribed period | <b>@ 1 % (one) percent</b> of contract amount, subject to a maximum of <b>Rs. 50,000/-.</b>  |
| 14         | Competent Authority for granting Time Extension  | Engineer-in-Charge<br><b>(Amended as per Govt. Order No. F-53-55-2018-19-Yo-1154 bhopal, dated 23-03-2018)</b>                                     |

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|------------|---|--|--|
| 15         | Milestones laid down for the contract         |  | YES  |
|            | If Yes, details of Milestones                 |  | As per 'Annexure - O' or as below, if not mentioned in Annexure -O:<br><b>Mile Stone 1:-</b><br>1/8th of the whole work before 1/4th of the whole time allowed has elapsed,<br><b>Mile Stone 2:-</b><br>3/8th of the whole work before 1/2th of the whole time allowed has elapsed<br><b>Mile Stone 3:-</b><br>3/4th of the whole work before 3/4th of the whole time allowed has elapsed<br><b>Mile Stone 4:-</b><br><b>complete work within the stipulated time</b>  |
|            | Liquidated damage                             |  | As per 'Annexure - P'  |
| 17         | List of equipment for lab                     |  | As per 'Annexure - Q'  |
|            | Time to establish lab                         |  | <b>30 days</b> from date of signing of the Agreement   |
|            | Penalty for not establishing field Laboratory |  | <b>1%</b> of Contract Amount per month, subject to a maximum of <b>Rs. 50,000/-</b> per month of delay   |
| 18         | Defect Liability Period                       |  | As below:<br>(A) For <b>Road</b> work:-<br>(i) For New Road (Bituminous) Construction along with granular crust (including strengthening): - <b>5 years</b> ;<br>(ii) For New Road (Concrete) Construction (including strengthening): - <b>5 years</b> ;<br>(iii) For Renewal with BT layer equal to or <b>less than 30 mm</b> thickness: - <b>3Years</b> ;<br>(iv) For Renewal with BT layer <b>more than 30 mm</b> thickness : <b>5 years</b><br>(B) For <b>Bridge</b> works - <b>3 Years</b> to execute, <b>complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issuance of physical completion certificate as per “Annexure-U”</b><br>(C) For <b>Building</b> works - <b>3Years</b><br>(D) For <b>Road Maintenance</b> – <b>1 Years</b> (The work of strengthening and renewal shall not be treated as road maintenance work)<br>(E) For <b>Building Maintenance Works</b> – <b>1 Years</b> (Except for water proofing works and the works in which specific guarantee period is mentioned).<br><b>Note:</b> In accordance with clause 18 the defect observed in the works during the Defect Liability |

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|------------|--|--|--|
|            |  |  | <p>Period shall be intimated by the Engineer-in-Charge to the contractor and the contractor shall rectify the defects promptly. In case the defects are not removed in reasonable time, the same can be got done by the Engineer-in-Charge by way of-</p> <p>(a) deploying departmental labour and material<br/>or<br/>(b) engaging a contractor by issuing a work order at contract rate/SOR rate<br/>or<br/>(c) sanctioning supplementary work in a existing agreement to a contractor for zonal works or other similar work<br/>or<br/>(d) inviting open tender<br/>or<br/>(e) combination of above</p> <p>The Engineer-in-Charge shall assess the cost of such rectification which shall be recoverable from the contractor from his Performance Security or any amount due or that may become due to him and from other available securities. If this amount is not sufficient to meet the expenses incurred on rectification, the balance amount may be recovered as Land Revenue Arrears as per MPLRC</p> <p><b>(Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt.06-04-18)</b></p> |
| 21         | Competent Authority for determining the rate |  | <b>S.E. of concerned Circle</b>  |
| 27         | Any other condition for breach of contract   |  | <p>Yes as below:</p> <p>If the contractor fails to achieve <b>50% financial progress in any milestone</b> and /or fails to achieve <b>75% financial progress in two consecutive mile stones</b></p>  |
| 28         | Penalty                                      |  | <p>(a) Penalty shall include forfeiture of <b>Security deposit as per clause 30 of General Conditions of Contract and the percentage to apply to the value of work not completed representing the Employers additional cost for completing the works which shall be 20 percent and</b></p> <p>(b) <b>Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee), if any, as per clause 29 of General Conditions of Contract, whichever is higher</b></p> <p><b>(Amended vide Govt. memo No.F-53/</b></p>  |

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|------------|--|--|---|
|            |  |  | 16/2012/19/;ks/6842 dt. 2.11.15)  |
| 29         | Performance guarantee (Security) shall be valid up to        |  | <p>The upfront Bank Guarantee against Performance Security shall be taken for a period as mentioned below –</p> <p>(a) Works having Performance Guarantee of 5 Years- Construction Period + 3 Years + 3 Months.</p> <p>(b) Works having Performance Guarantee of 3 Years- Construction Period + 2 Years + 3 Months.</p> <p>(c) Works having Performance Guarantee of 1 Years- Construction Period + 1 Years + 3 Months.</p> <p>It is clarified that in case the construction period of the work is extended beyond the stipulated completion period, the Bank Guarantee against PG shall have to be got extended by the contractor for the relevant period so as to satisfy the validity criteria mentioned above.</p> <p><b>(Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)</b></p> |
| 30         | 30.1) Security Deposit to be deducted from each running bill |  | At the rate of 5% of Gross Amount of Running Bill   |
|            | 30.2) Maximum limit of deduction of Security Deposit         |  | Up to 5% of the Final Contract Amount.  |
|            | 30.3) Refund of Security Deposit                             |  | <p>The total Security Deposit deducted from the running bills shall be refunded (equivalent BG released) only after the completion of the Performance Guarantee Period/Extended Performance Guarantee period, if any</p> <p><b>(Amended vide Govt. memo No. 1400/1246/2018/19/Yo Bhopal dt. 06-04-18)</b></p>   |
| 31         | Clause 31 Price adjustment shall be applicable               |  | <p>As per Annexure R and as below:</p> <p>(a) The price Adjustment shall apply only in respect of Labour, Cement, Steel, Bitumen , Plant &amp; Machinery Spares, POL and Other Materials components.</p> <p>(b) Price Adjustment shall be applicable only in case of Probable Amount of Contract (PAC) in NIT is more than</p>  |

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|------------|---|--|---|--------------|-----------------------------|--------------|
|            |   |  | Rs ten Cr. This clause shall not have any bearing with the Contract Amount. |              |                             |              |
|            | Clause 31 Weight ages of Component in the work<br><br><i>(Amended As per vide Govt. Order No. F-53-55-2018-19-Yo-1314bhopal dated 28-3-2018 )</i> | <b>Component</b>                                   | <b>Percentage of Component in the work</b>                                  |              |                             |              |
|            |   |  | B.T. Road Construction  | B.T. Renewal | Rigid Pavement Construction | Bridge Works |
|            |   | Labour component -P <sub>l</sub>                   | 10%   | 10%          | 10%                         | 20%          |
|            |   | Cement component -P <sub>c</sub>                   | 5%  | 0%           | 23%                         | 15%          |
|            |   | Steel component -P <sub>s</sub>                    | 5%  | 0%           | 12%                         | 20%          |
|            |   | Bitumen component -P <sub>b</sub>                  | 20%   | 30%          | 0%                          | 0%           |
|            |   | POL component -P <sub>f</sub>                      | 10%   | 10%          | 10%                         | 10%          |
|            |   | Plant & Machinery Spares component -P <sub>p</sub> | 5%  | 5%           | 5%                          | 5%           |
|            |   | Other Materials component -P <sub>m</sub>          | 45%   | 45%          | 40%                         | 30%          |
| 32         | Clause 32.1 Mobilization and Construction Machinery Advance Applicable  |  | No Mobilization and Construction Machinery Advance Payable                  |              |                             |              |
|            | Clause 32.2 If yes, Unconditional Bank Guarantee  |  | Not Applicable  |              |                             |              |
|            | Clause 32.3 If yes, Rate of interest chargeable on advances   |  | Not Applicable  |              |                             |              |
|            | Clause 32.4 If yes, Type & Amount of Advance payment that can be paid   |  | Not Applicable  |              |                             |              |
|            | Clause 32.5 If yes, Recovery of advance payment   |  | Not Applicable  |              |                             |              |
| 33         | Clause 33.1 Secured Advance Applicable  |  | Not Applicable  |              |                             |              |
|            | Clause 33.2 if yes, Unconditional Bank Guarantee  |  | Not Applicable  |              |                             |              |
|            | Clause 33.2 if yes, Amount of Secured Advance   |  | Not Applicable  |              |                             |              |
|            | Clause 33.3 if yes, Conditions for secured advance  |  | Not Applicable  |              |                             |              |
|            | Clause 33.4 if yes, Recovery of Secured advance   |  | Not Applicable  |              |                             |              |

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|-------------------|--|--|--------------------------|
| 35                | Completion Certificate – after physical completion of the Work               |  | As per 'Annexure - U'    |
|                   | Final Completion Certificate – after final payment on completion of the Work |  | As per 'Annexure- V'     |
| 36                | Competent Authority  |  | S.E. of concerned Circle |
| 39                | Salient features of some of the major labour laws that are applicable        |  | As per 'Annexure-W'      |
| 41                | Competent Authority  |  | C.E. of concerned Circle |