

Contract Data

(Please note that the Clause nos, given hereunder are that of Conditions of Contract)

(1.0) The Employer is

Name: Colombo Municipal Council

Address: Town Hall, Colombo 7.

Name of Authorized Representative: Municipal Commissioner, Colombo
Municipal Council.

(1.0) The Engineer is

Name : Deputy Municipal Commissioner (Engineering Services)

Address : Municipal Engineers' Department, Colombo Municipal Council,
Town Hall, Colombo 7.

Name of Engineer's Representative: Director Engineering (Projects),
Colombo Municipal Council.

The works consists of **Proposed Renovations to Public Toilet at St.Anthony's
Mawatha, Kochchikade, Colombo 13**

Contract no: ME/SR/BR/220/2022

(1.0) The Site is Located at St.Anthony's Mawatha, Kochchikade, Colombo 13

(1.0) The Start Date shall be **21 days** from the Letter of Acceptance

(2.2) Sectional Completion of work is specified as follows.
Not applicable

(2.3) The following documents also form part of the Contract: **Not applicable**

(8.1) Schedule of other contractors: **None**

(9.1) Schedule of key personnel:

Minimum persons with qualifications and experience to be defined,

- 1. A qualified Civil Engineer with IESL membership and have at least 5years experience in similar nature of work.**
- 2. A qualified Technical Officer in a related field with experience of similar nature work.**

(13.1) The minimum insurance covers shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer):

(a) * The minimum cover for insurance of the Works and of plant

and Materials is 110% of Initial Contract Price

- The maximum deductible for insurance of the Works and of Plant and Materials is 5% of Initial Contract Price

- (b) * The minimum cover for loss or damage to Equipment is 5% of Initial Contract Price
 - The maximum deductible for insurance of Equipment is 5% of Minimum cover.
- (c) * The minimum cover for insurance of other property (other than the site) is 5% of Initial Contract Price.
- (d) The minimum cover for personal injury or death,
 - * for third party and employees of the Employer and other Persons engaged by the Employer in the Works is Rs. 200,000.00 per event.

(13.2) The minimum cover for personal injury or death shall be (shall be valid till the end of defect liability period of the contract. It is the responsibility of the contractor to extend the validities of insurance covers for any extended time of defect liability period without any notification by the employer)

- for the Contractor's workmen is Rs. 200,000.00 per event
- Contractor's employees other than workmen are Rs. 200,000.00 per event.

(14.1) The following site investigation reports are annexed as Appendices:

No appendices

(17.1) The intended Completion Date for the whole of works shall be **210 days**

(21.1) The site Possession Date shall be **14 Days** from Letter of Acceptance

(27.1) The Contractor shall submit a programme for the works within **14 days** of delivery of the Letter of Acceptance.

(27.3) The Contractor shall submit updated program of work for every ----- days.
Not applicable

(27.4) Withholding amount for not complying with above 27.1 & 27.3. Not applicable

(35.1) The Defects Liability Period is **365 Days**

(39.2) Engineer may order variations in such a way that contract value of the project is not exceeded.

(47.1) The contract price is subjected to price adjustment

Formula used to calculate price Fluctuation

$$F = 0.869 \times (V - V_{na}) \times \frac{(I_{tc} - I_{tb})}{I_{tb}}$$

$$V = (V_c + M_c) - (V_p + M_p)$$

$$V_{na} = (V_{nac} - V_{nap})$$

The following elements do not consider for the Price fluctuations.

No.	Items	Description
1		Preliminaries
2	C1-C13	Demolishing
3	Q24	Provisional Sum

(48.1) The retention from each payment shall be **10%** of the certified work done. The limit of retention shall be **5%** of the Initial Contract price.

(49.1) The liquidated damages for the whole of the works shall be **0.05%** of Initial Contract Price per Day. The maximum amount of liquidated damage for the whole of the Works shall be **10%** of the Contract price.

(51.1) Contractor shall be paid an advance payment only on submission of an unconditional Bank Guarantee obtained from a reputed Bank registered in Central Bank of Sri Lanka. The value of the Bank guarantee shall be equivalent to the eligible amount calculated as per conditions of contract and it shall be valid till the end of intended completion date or an extension of intended completion date. Contractor shall extend the validity of the Bank guarantee for extension of intended completion date without any notification by the employer. Employer shall demand the advance payment guarantee for such failure of the contractor to extend its validity without any notification to the contractor.

(52.1) The performance security shall be **5%** or as per the Public Finance Circular 03/2020(i) v. of the Initial Contract Price. This security shall be unconditional on demand and f the Initial Contract Price. This security shall be unconditional on demand and valid till 28 days beyond the intended completion date or any extended intended completion date. Contractor shall extend the validity of performance security for any extension of intended completion date without any notification by the employer. Employer shall demand the performance security for such failure of the contractor to extend its validity without any notification to the contractor.

(60.1) The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is **25%**