RAJKOT MUNICIPAL CORPORATION

e - TenderNo.RMC/PWD/WZ/20-21/27

Bid Documents For

Providing and fixing of interlocking paving block work at Giriraj Hospital Main Road (150 Feet Ring Road to Satya Sai Road) in Ward No.8 (Re-Tender)

Milestone Dates for e-tendering is as under	
1. Downloading of e-Tender documents	16-12-2020 To 24-12-2020 upto 18.00 Hrs.
2. Online submission of e - Tender	24-12-2020 upto 18.00 Hrs.
3. Submission of EMD, Tender fee and other required documents as per Financial, Experience etc. in Person /by Regd.A.D./ Speed Post / Courier.	28-12-2020 up to 18.00 Hrs.
4. Opening of online Primary Bid	28-12-2020 at 18.00 Hours onwards
5. Verification of submitted documents	29-12-2020 at 10.30 Hours onwards
6. Agency to remain present in person along with original documents for verification	29-12-2020 between 16.00 to 17.00 Hours
7. Opening of online Price Bid	30-12-2020 at 11.00 Hours onwards (If Possible)
8. Bid Validity	120 Days

DECEMBER-2020

CITY ENGINEER
RAJKOT MUNICIPAL CORPORATION
CONSTRUCTION BRANCH
SHRI HARISINHJI GOHIL ZONAL OFFICE,
WEST ZONE, BEHIND BIG BAZAAR
150 FEET RING ROAD, B/H.BIG BAZAAR,
RAJKOT - 360 005 (GUJARAT)

Rajkot Municipal Corporation

e-TENDER
FOR

Providing and fixing of interlocking paving block work at Giriraj Hospital Main Road (150 Feet Ring Road to Satya Sai Road) in Ward No.8

PART– I	
Section-1	Invitation to Bid, Instructions to Bidders
PART– II	
Section-2	Technical Specifications
PART– III	
Section-3	Price Schedule – B

Name of contractor:
Rs._____ Receipt No._____ Date:_____

Rajkot Municipal Corporation
Construction Branch

TERMS AND CONDITIONS OF TENDER

I/We agree to carry out the belowwork at _____% (In figures) _____ _____(In words) above/ below the estimated cost.

Name of work	:-	**Providing and fixing of interlocking paving block work at Giriraj Hospital Main Road (150 Feet Ring Road to Satya Sai Road) in Ward No.8**
Approved estimated cost	:-	Rs.22,47,400/-
Earnest Money	:-	Rs.22,474/-

Name of contractor :- _____

Address :- _____
_____
_____

Date: :- _____

Witness :- _____

Address :- _____
_____
_____

Occupation :- _____

Sign of Tenderer

Rates approved on behalf of Rajkot Municipal Corporation

Date: Sign of Sanctioning authority

Rajkot Municipal Corporation

:: *e*-Tender Notice ::

Rajkot Municipal Corporation, Construction Branch, West Zone, Shri Harisinhji Gohil Zonal Office, 150 Feet Ring Road, Behind Big Bazaar, Rajkot-360005, invites E-tenders with two bid system by e-tendering from the contractors registered in State Government / Central Government in appropriate class for the following work as detailed below:

Sr No	Name of work	a) Estimated cost b) Earnest Money c) e-Tender fee d) Time limit for completion of work
1	Providing and fixing of interlocking paving block work at Giriraj Hospital Main Road (150 Feet Ring Road to Satya Sai Road) in Ward No.8 (**Re-Tender**)	a) Rs.22,47,400/- b) Rs.22,474/- c) Rs.1,125/- d) 3 Months

Milestone Dates for e-tendering is as under	
1. Downloading of e-Tender documents	16-12-2020 To 24-12-2020 upto 18.00 Hrs.
2. Online submission of e - Tender	24-12-2020 upto 18.00 Hrs.
3. Submission of EMD, Tender fee and other required documents as per Financial, Experience etc. in Person /by Regd.A.D./ Speed Post / Courier.	28-12-2020 up to 18.00 Hrs.
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7. Opening of online Price Bid	30-12-2020 at 11.00 Hours onwards (If Possible)
8. Bid Validity	120 Days

1. All bidders must submit Bid Security (EMD) either directly deposited in Account No. 015305010638 (Rajkot Municipal Corporation) IFSC Code ICIC0000153 or submit at the below mentioned address in form of Demand Draft in favour of "Rajkot Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India. The receipt of professional tax paid for current year, address proof, tender appendix details and ID proof shall have to be submitted along with physical submission of required documents shall have to be done at the below mentioned address:

   City Engineer
   Rajkot Municipal Corporation
   Construction Branch
   Shri Harisinhji Gohil Zonal Office,
   West Zone, Behind Big Bazaar
   150 Feet Ring Road, B/H.Big Bazaar,
   Rajkot - 360 005 (Gujarat)

2. The Tender Fee will be accepted in form of Demand Draft only in favor of "Rajkot Municipal Corporation" Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India and must be delivered to above address.

3. **The prequalification requirement is as under**:

   i) Financial Criteria:

   1. An average annual turnover of last seven years should not be less than 50% ofthe tender amount.
   2. Working capital should not be less than 25% of the estimated amount.
   3. Solvency should not be less than Rs.2.00 lacs

4. Class of Registration : E-1 & Above.
Note: Enhancement factor at 10% per year for last seven years will be applicable to arrive average annual turnover and finalize the magnitude of work done in last seven years.

Sr. No.	Year	Enhance Factor
1	Year of inviting tender (eg. 2020-21)	1.00
2	-1 (2019-20)	1.10
3	-2 (2018-19)	1.21
4	-3 (2017-18)	1.33
5	-4 (2016-17)	1.46
6	-5 (2015-16)	1.61
7	-6 (2014-15)	1.77
8	-7 (2013-14)	1.95

ii) Experience Criteria:
The bidder should posses following minimum experience:
1. Bidder should have completed at least one work of similar nature of **60%** or two works of **50% each** of tender amount of either Government or Semi-Government as a main contractor in period of last seven years.
2. Bidder should have enough machinery and experienced personnel to supervise the work.

4. The bidder(s) submitting the tender shall also have to submit the copy of ESIC & EPF Registration document along with the other documents, duly self attested, failing which, the tender of such bidder(s) will be considered as non-responsive and their online price bid will not be opened.

5. The contractor shall have to quote their rates including GST and other taxes and the Invoice with break-up of GST is to be submitted accordingly, failing which, such amount will be deducted from the bill of the agency and deposited accordingly.

   The contractor shall have to purchase the material required for this tender work, only from the supplier having registered GST Number. RMC will not be responsible to pay any amount towards GST if the material is purchased from the unregistered supplier / not having GST Number.

6. After opening of Technical Bid, the procedure for the pre-qualification shall be adopted and the Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to all the bidders.

7. The Tender of those bidder(s) those who fails to submit the required documents for verification within the stipulated date and time, will be treated as non responsive and their Price Bid will not be opened. The physical submission of required documents received after the prescribed date and time will be out rightly rejected.

8. The bidder should not have been Black Listed by Government of India / Government of Gujarat or any State Board / Corporations, since inception of the firm / Company. A Declaration in this regard on Rs.300/- Stamp Paper duly Notarized, shall have to be submitted as per Annexure, along with the tender documents.

9. The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last ten years. This should also include such cases, which are in process / progress. A consistent history of awards against the bidder may result in failure of the bid. In case the bidder

has not provided such information and has come to the notice of the authority, the tender will be rejected at what so ever stage and in such case all the losses that will arise out of this issue will be recovered from the tenderer / bidder and he will not have any defense for the same.

10. Conditional Tenders will be out rightly rejected.

11. Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to accept / reject any or all e-Tender(s) without assigning any reasons thereof.

City Engineer
Rajkot Municipal Corporation

Note: The Declaration submitted earlier to this office will not be considered as such a fresh Declaration shall have to be done as on the milestone dates of this tender document

(On Non-Judicial stamp paper of Rs.300/-)

DECLARATION

I / We hereby declared thatI / We am / are not partner(s) black listed / debarred / terminated or connected with firm black listed / debarred / terminated in any States, CPWD/ MES/ Railways or any Government, Semi-Government or Private body. Also, no Police complaint is lodged against the firm / company.

At present I/We am/are registered as approved contractor(s), firms in_____ State, CPWD/ MES/ Railways.

We, the partners/ owners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities ever and above the business of this firm and make good the above financial loss sustained by the Rajkot Municipal Corporation as a result of our abandoning the works entrusted to us.

Date:

Seal and Signature of the Bidder

APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952

Successful bidder i.e. the agency whose tender is accepted by the RMC shall have to comply the necessary formalities under the employees provident fund and Miscellaneous Provisions Act, 1952 as Contributory Provident Fund Scheme is applicable to labourers engaged in construction activity and shall have to submit proofs regarding deduction of provident fund and other dues and depositing the same with government department under the act and the scheme regularly on monthly basis failing which no running / final bill payment will be made by the RMC to the contractor in any circumstances.

A certificate to the above effect has to be given by the contractor as under.

Declaration
Of
Depositing Provident Fund contribution

This to certify that we have deducted the employees ’P.F. and deposited the same along with employer’s contribution towards provident fund on labour charges / wages paid by us to the labourers engaged for the work of_____with Provident Fund Authority under our Provident Fund Code No.____

We produce herewith the copies of the challans for the provident fund deduction and contribution deposited as mentioned above.

Date: **Seal and Signature of the Bidder**

BIDDER'S FINANCIAL CAPACITY

Sr. No.	Financial Year	Annual Turnover in Engineering Project Rs.	Net worth Rs .	Net Cash Rs.	Working Capital Rs.
1	2019-2020				
2	2018-2019				
3	2017-2018				
4	2016-2017				
5	2015-2016				
6	2014-2015				
7	2013-2014				

Note:-

1) *Figures to be taken from audited balance sheets. Duly certified attested true copy*
2) *Copies of the balance sheet to be attached..*
3) *The bidder shall have to provide that for a period of at least 6 Months the bidder has ability to sustain negative cash balance and how he proposes to meet with the same.*
4) *Cash Plan / Cash flow Statement.*

METHOD STATEMENT AND WORK PLAN

The Bidder shall have to provide a brief write up to be enclosed with the "Technical Bids" covering his approach and methodology to handle the project construction activities including his details work plan. The brief shall include the following aspects.

Sr.No.	Components	
1.	Methodology	
2.	Construction equipment availability and plan of deployment.	
3.	PERT / Construction chart / Barchart.	

INSTRUCTIONS
TO
BIDDERS

Rajkot Municipal Corporation
:: INSTRUCTIONS TO TENDERER ::

IT 1. GENERAL

The contract documents may be secured in accordance with the Notice Inviting e -TENDER for the work called. The work shall include supply of materials necessary for construction of the work.

IT 2. INVITATION TO E - TENDER

The Rajkot Municipal Corporation hereinafter referred as the Corporation will receive e-Tenders for the work as per the specifications and schedule of prices in the e-Tender document. The e-Tenders shall be opened online as specified in the e-Tender notice in the presence of interested Tenderers or their representatives. The Corporation reserves the right to reject the lowest or any other or all e-Tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the Tenderer shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his e-Tender.

IT 3. LANGUAGE OF e - Tender

e-TENDERs shall be submitted in English, and all information in the e-Tender shall also be in English, Information in any other language shall be accompanied by its translation in English. Failure to comply with this may make the e-Tender liable to rejection.

IT 4. QUALIFICATIONS OF TENDERERS

A. The Tenderers shall abide by the laws of the Union of India and of Gujarat State and legal jurisdiction of the place where the works are located.

B. The Tenderer shall furnish a written statement of financial and technical parameters with details and documents along with his e-Tender which contains namely as below:

i. The Tenderer's experience in the fields relevant to this contract.
ii. The Tenderer's financial capacity/resources and standing over at least 7 (Seven) years.
iii. The Tenderer's present commitments (Jobs on hand).
iv. The Tenderer's capability and qualifications of himself and his regular staff etc.
v. Plants and Machinery available with the Tenderer for the work Tendered.

IT 5. e - Tender DOCUMENTS

The e-Tender documents and drawings shall comprehensively be referred to as e -Tender document. The several sections form in the document are the essential parts of the contract and a requirement occurring in one shall be as binding as though occurring in all, they are to be taken as mutually, explanatory and describe and provide for complete works.

IT 6. EXAMINATION BY TENDERERS

A. At this own expense and prior to submitting his e-Tender, each Tenderer shall (a) examine the Contract Documents, (b) visit the site and determine local conditions which may affect the work including the prevailing wages and other pertinent cost factors, (c) familiarize, himself with all central, state and local laws, ordinance, rules regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the e-Tender Documents, site &subsoil investigation.

B. The e-Tender is invited on Percentage Rate basis The works shall have to be completed in all respect as stated in the e-Tender document to the satisfaction of the Corporation.

C. The following comprises in Contract Documents at a price of Rs.1,125/-

e - Tender Document:

1. Notice inviting Tenders.
2. Information to the Tenderer.
4. Instructions to the Tenderer.
5. Technical specifications

D. Copy of the e-Tender Document should be completed, checked in a responsible manner, digitally signed, and submitted. Security Bond shall be submitted in person up to the stipulate date, which shall be as per tender condition.

The e-Tender is required to be filled with necessary details in all the pages in which entries are required to be made by the Tenderer are contained in the e - Tender documents and the Tenderer shall not take out or add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda issued pursuant to Clause IT. 17 hereof.

IT 7. EARNEST MONEY DEPOSIT:

A. Each Tenderer must submit a receipt of deposit as Tender guarantee towards **Earnest money** amounting to **Rs.22,474/-** only in the form of crossed Demand Draft in favor of "Rajkot Municipal Corporation", from any Nationalized Bank or Scheduled bank (except Co-operative Bank) in India acceptable to owner payable at Rajkot.

B. The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after an award has been finalized.

C. The Earnest Money Deposit (Tender Guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the "Performance Guarantee Bonds to the Owner as stipulated in this e-Tender documents within ten days. (10) days after receipt of notice of award of contract.

D. The Earnest Money Deposit of the successful Tenderer shall be returned after the performance guarantee bond, as required, is furnished by the contractor.

E. Within 10 (ten) days from the date of issue of the letter accepting his tender, the successful Bidder shall furnish the required Security Deposit for performance and plus additional security if any for unbalanced bids in accordance with the condition of the contract and attend the office of the Engineer In-charge for execution of the contract documents. If he fails to furnish the Security Deposit for performance or to execute the contract for the work offered to him, his EMD shall be forfeited and the Bidder may be Black Listed / Debarred from tendering for further works for three years.

F. No interest shall be paid by the owner on any e-Tender guarantee.

IT 8. INCOME TAX CLEARANCE CERTIFICATE : (NOT APPLICABLE) :

IT 9. PREPARATION OF e-TENDER DOCUMENTS

Tenderers are required to note the following while preparing the e-TENDER Documents:

A. e-TENDER shall be submitted on the e-TENDER form bound here in English. All statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated.

B. All entries or prices and arithmetic shall be checked before submission of the e - TENDERs. If there is discrepancy between the rates quoted in figures and in words, the rates expressed in words shall be considered as binding.

C. Each e-Tender shall be accompanied by the prescribed e-Tender security bond and other required documents and drawings. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signature.

D. Variation to the contract Documents requested by the Tenderer may be affixed and duly signed and stamped. Such variations may be approved or refused by the Corporation is not obliged to give reason for his decisions.

IT 10. SUBMISSION OF e-TENDER DOCUMENTS

Tenderers are requested to submit the e-TENDER Documents on following lines.

A. Volume containing following documents :

I. Earnest Money Deposit.
II. Certificates as registered contractor in appropriate class with Government of Gujarat or appropriate authority.
III. Tenderer 's financial capability statement including last three years Income tax returns, balance sheet, duly signed by registered chartered account.
IV. Tenderer's experience in the field relevant to this contract.
V. A list of the equipment the Tenderer possesses and that which he proposed to acquire and use for the purpose related to the work.

The time limit for receipt of e-Tender shall strictly apply in all cases. The Tenderers should therefore ensure that their e-Tender is received by the competent authority **The Rajkot Municipal Corporation** at before expiry of the time limit. No delay on account of any cause for receipt of e-Tender shall be entertained.

The e-Tender must contain the name address of residence and place of business of the person or persons submitting the e-Tender and must be digitally signed.

e-TENDERs by partnership firm must be furnished with the full names and addresses of all partners and be signed by one of the members of the partnership or by a legally authorized representative holding power of attorney followed by signature and designation of the person of person signing.

e-TENDERs by corporations/companies must be signed with the legal name of the Corporation/Companies by the president/or by the secretary or other person or persons legally authorized to bind the Corporation/Company in the matter.

IT 11 TENDER VALIDITY PERIOD

The validity period of the e-Tender submitted for this work shall be of One twenty (120) calendar days from the date of opening of the online Price Bid and that the Tenderer shall not be allowed to withdraw or modify the e-Tender offer on his own during the validity period. The Tenderer will not be allowed to withdrawn the e-Tender or make any modifications or additions in the terms and conditions on his own e-Tender. If this is done then the owner shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money deposit in full.

IT 12 GENERAL PERFORMANCE DATA

Tenderers shall present all the information which sought for in the e-Tender document in form of various schedules if given. e-TENDERs may not be considered if left blank or the schedules are not properly filled in.

IT 13 SIGNING OF e-TENDER DOCUMENTS

If the Tender is made by an individual it shall be signed with his full name above his current address. If the Tender is made by a proprietary firm, it shall be signed by the proprietor above his name and the name of his firm with his current address.

If the e-Tender is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current address, or by a partner holding the power of attorney for the firm, in which case a certified copy of the power of attorney shall accompany the e-TENDER. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the e-Tender.

If the e-Tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney, shall accompany the e-Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the e-TENDER is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firms in the group and state along with the bid as to which of the firms shall have the responsibility for e-Tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority to such firms on behalf of the group of firms for e-Tendering and for completion of contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the e-Tender shall be furnished along with the e-Tender.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stared below their signatures. All the signatures in the e-Tender document shall be dated.

IT 14 WITHDRAWAL OF TENDERS

If, during the tender validity period, the Tenderer withdraws his Tender, Tender security (Earnest Money) shall be forfeited and Tenderer will be debarred for next three years to quote in R.M.C.

IT 15 INTERPRETATIONS OF e-TENDER DOCUMENTS

Tenderers shall carefully examine the e-TENDER Document and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. If a Tenderer finds discrepancies, or omission from the specifications or other documents or should be in doubt as to their meaning, he should at once address query to the City Engineer, R.M.C. The result of interpretation of the e-TENDER will be issued to all Tenderers as addendum.

IT 16 ERRORS AND DISCREPANCIES IN e-TENDERS

In case of conflict between the figures and words in the rates the rate expressed in words shall prevail and apply in such cases.

IT 17 MODIFICATION OF DOCUMENTS

Modification of specifications and extension of the closing date of the e-Tender, if required will be made by an addendum. Each addendum will be made available online to all Tenderers. These shall form a part of e-Tender. The Tenderer shall

not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addendum.

ADDENDA

Addenda form part of the Contract Documents, and full consideration shall be given to all Addenda in the preparation of e-Tender. Tenderers shall verify the number of Addenda issued, if any and acknowledge the receipt of all Addenda in the e-TENDER Failure to so acknowledge may cause the e-Tender to be rejected.

A. The Owner may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.

B. No addendum may be issued after the time stated in the notice inviting e - Tenders.

IT 18. TAX AND DUTIES ON MATERIALS

All charge on account of excise duties, Central / State, sales tax, work contract tax and other duties etc. on materials obtained for the works from any source shall be borne by the contractors. No (P) or 'C' or 'D' form shall be supplied.

IT 19 EVALUATION OF E - TENDERS

While comparing e-Tenders, the Rajkot Municipal Corporation shall consider factors like price offer is workable with the market price, efficiency and reliability of construction method proposed, compliance with the specifications, relative quality, work done in past with Rajkot Municipal Corporation or other Government Organizations, litigation issues etc. Evaluation criteria specifically mentioned in the specification will also be taken into consideration in the evaluation of e-Tenders.

IT 20 TIME REQUIRED FOR COMPLETION

The completion period mentioned in the Tender Notice is to be reckoned from the date of notice to proceed. Total completion period is as described in Tender Notice, from the date of issue of notice to proceed and contractor should adhere to this completion time.

IT 21 POLICY FOR TENDER UNDER CONSIDERATION

TENDER shall be termed to be under consideration from the opening of the e - Tender until such time any official announcement or award is made.

While e-Tenders are under consideration, Tenderers and their representative or other interested parties are advised to refrain from contacting by any means any corporations personnel or representatives on matters related to the e-Tenders under study. The Corporation's representatives if necessary will obtain clarification on e-Tenders by requesting such information from any or all the Tenderers, either in writing or through personal contact, as may be necessary. The Tenderer will not be permitted to change the substance of his e-Tender after e-Tenders have been opened. This includes any post Tender price revision. Non-compliance with his provision shall make the Tender liable for rejection.

IT 22 PRICES AND PAYMENTS

The Tenderer must understand clearly that the prices quoted are for the total works or the part of the total works quoted for and include all costs due to materials, labour, equipment, supervision, other services, royalties, taxes etc. and to include all extra to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the Tenderer will not be entitled subsequently to make any claim on any ground.

IT 23 PAYMENT TERMS

The terms of payment are defined in the General Conditions of Contract and Technical specifications. The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their e-Tenders.

IT 24 AWARD

Award of the contractor the rejection or e-TENDERs will be made during the Tender validity period. A separate Schedule-B (Price Schedule) is given. The contractors are requested to quote their price offer **in % below or above on the given price in the schedule-B of Price Schedule only.**

A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated and shall furnish the Bond as required herein. The contract Agreement shall be executed, in form stipulated by the Owner.

B. If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bond as required herein. The Owner may annul his award and declare the e-Tender security forfeited and will take action as deemed fit.

C. A corporation, partnership firm or other consortium acting as the Tenderer and receiving the award shall furnish evidence of its existence and evidence that the officer signing the contract agreement and Bonds for the corporation, partnership firm or other consortium acting as the Tenderer is duly authorized to do so.

IT 25 SIGNING OF CONTRACT

The successful Tenderer shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the Corporation will be entitled annul to the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person as detailed in Article IT. 13 (signing of e-Tender documents).

IT 26 DISQUALIFICATION

A e-Tender shall be disqualified and will not be taken for consideration if,

(a) The Tender fee and Tender Earnest Money Deposit is not deposited in full and in the manner as specified as per Article IT. 7 i.e. Earnest Money Deposit.
(b) The e-Tender is in a language other than English or does not contain its English Translation in case of other language adopted for e-Tender preparation.
(c) The e-Tender documents are not signed by an authorized person (as per Article IT. 13 i.e. signing of e-Tender documents).
(d) The general performance data for qualification is not submitted fully (as per Article IT 12 i.e. General performance Data).
(e) Tenderer does not agree to payment terms defined as per Article IT. 23 i.e. payment terms.

A. A e-Tender may further be disqualified if,

(a) Price variation is proposed by the Tenderer on any principle other than those provided in the e-TENDER Documents.
(b) Completion schedule offered is not consistent with the completion schedule defined and specified in e-Tender document.
(c) The validity of e-Tender bond is less than that mentioned in Article IT. 11 i.e. e - Tender validity period.
(d) Any of the page or pages of e-Tender is/are removed or replaced.
(e) Any conditional tender.

IT 27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

As a contract security the Tenderer to whom the award is made shall furnish a performance guarantee (Security deposit) for the amount of **5%** of the contract price to guarantee the faithful performance, completion and maintenance of the works of the contract in accordance with all conditions and terms specified herein and to the satisfaction of the Engineer-in-charge and ensuring the discharge of all obligations arising from the execution of contract in the forms mentioned below:

a. By a Demand Draft on the Rajkot Branch of any Nationalized Bank or Scheduled Bank except co-operative bank duly endorsed in favour of "**Rajkot Municipal Corporation**", Rajkot.

b. A Fixed Deposit Receipt of any Nationalized Bank or Schedule Bank except Cooperative Bank duly endorsed in favour of "**Rajkot Municipal Corporation**", Rajkot.

The performance guarantee shall be delivered to the Corporation within ten (10) days of the notice of award and at least three (3) days before the contract agreement is signed unless otherwise specified by the Engineer-in-charge. Alternatively, the contractor may at his option deposit an amount of **2.5%** of the value of the contract price within ten days and the balance **2.5%** to be recovered in installments through deduction @ the rate of 10% from the running account bills.

On due performance and completion of the contract in all respects, **THE PERFORMANCE GUARANTEE WILL BE RETURNED TO THE CONTRACTOR WITHOUT ANY INTEREST AFTER THE DEFECT LIABILITY PERIOD IS OVER.**

IT 28 STAMP DUTY

The successful Tenderer shall have to enter into an agreement on a Non-Judicial stamp paper of amount as per Stamp Duty Act in the form of the agreement approved by the Corporation. The cost of stamp paper and adhesive stamp shall be borne by the contractor.

IT 29 BRAND NAMES

Specific reference in the specifications to any material by manufacturer's name, or catalogue shall be constructed as establishing a standard or quality and performance and not as limiting competition and the Tenderer in such cases, may at his option freely use only other product, provided that it ensures an equal of higher quality than the standard mentioned and meets Corporation approval.

IT 30 NON TRANSFERABLE

e-TENDER documents are not transferable.

IT 31 COST OF e-Tendering

The owner will not defray expense incurred by Tenderers in e - Tendering.

IT 32 EFFECT OF e-Tender

The e-Tender for the work shall remain for a period of 120 calendar days from the date of opening of the e-Tenders for this work and that the Tenderer shall not be allowed to withdraw or modify the offer in his own during the period. If any Tenderer withdraws or makes any modification or additions in the terms and conditions of his own e-Tender, then the Corporation shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money in full.

IT 33 CHANGE IN QUANTITY

The Corporation reserves the right to waive any information in any e-Tender and to reject one or all e-Tenders without assigning any reasons for such rejection

and also to vary the quantities of items or group as specified in the scheduled of prices as may be necessary.

IT 34 NEW EQUIPMENT AND MATERIAL

All materials, equipment and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the Corporation. The rebuilt or overhauled equipment/materials will not be allowed to be used on works.

IT 35 RIGHTS RESERVED

The owner reserves the right to reject any or all e-Tenders, to waive any informality or irregularity in any e-Tender without assigning any reason. The owner further reserves the right to withhold issuance of the notice to proceed, even after execution of the contract agreement. No payment will be made to the successful Tenderer on account of such withholding. The owner is not obliged to give reasons for any such action.

IT 36 ADDITIONAL RIGHTS RESERVED

The Commissioner, Rajkot Municipal Corporation, reserves right to reduce the scope of work &split the e-Tender on two or more parts without assigning any reason even after the awards of contract.

IT 37 MOBILIZATION ADVANCE

No mobilization advance or advance on machinery will be given.

IT 38 CONDITIONAL e-Tenders

The scope of work is clearly mentioned in the e-Tender documents. The contractor shall have to carry out the work in accordance with the details specifications. No condition willbe accepted. The conditional e-Tender will liable to be rejected.

IT 39 1% CESS& REGISTRATION:

For the welfare of labour working under construction Industry, the agency shall have to take the registration with competent authority as per Circular No.CWA/2004/841/M-3 dated 30-01-2006 of Government of Gujarat. Rajkot Municipal Corporation will deduct 1% Cess of the value of work and will deposit the same in Government.

IT 40 PROFESSIONAL TAX

The bidder shall have to pay the Professional Tax for current financial year imposed by Government of Gujarat, and also the bidder shall have to produce Enrollment Certificate for the same.

Addl.A.E. **R.M.C.**	**Dy.Ex.Engineer** **R.M.C.**	**City Engineer** **R.M.C.**

Signature of Contractor.

:: GENERAL CONDITIONS OF CONTRACT ::

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GC-01 DEFINITIONS AND INTERPRETATIONS :

1.0 In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means as signed to them.

1.1 The "Owner / Corporation" shall mean Rajkot Municipal Corporation and shall include its Municipal Commissioner or other Officers authorized by the Corporation and also include owner's successors and assignees.

1.2 The "Contractor" shall mean the person or the persons, firm or Company whose e-Tender has been accepted by the Owner and includes the Contractors legal representative, his successors and permitted assigned.

1.3 DELETED

1.4 The "Engineer-In-Charge" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the Corporation to act for and on its behalf for all functions pertaining to the operation of this contract.

1.5 Engineer-In-Charge's Representtive shall mean any resident Engineer or Assistant to the Engineer-In-Charge appointed from time to time by the owner to perform duties set forth in the E-TENDER Document whose authority shall be notified in writing to the Contractor by the Engineer-In-Charge.

1.6 "E-TENDER" – the offer or proposal of the Tenderer submitted in the prescribed form setting for the prices for the work to be performed, and the details thereof.

1.7 "Contract Price" shall mean total money payable to the Contractor under the contract.

1.8 "Addenda" shall mean the written or graphic notices issued prior to submission of e-Tender which modify or interpret the contract documents.

1.9 "Contract Time" – the time specified for the completion of work.

1.10 "Contract" shall mean agreement between the parties for the execution of works including therein all contract documents.

1.11 "Contract Document" shall mean collectively the e-Tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the e-Tender and acceptance thereof.

1.12 "The Sub-Contractor" shall mean any person, firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-In-Charge and the legal representative successors and permitted assignee of such person, firm or company.

1.13 The "Specifications" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the contract which pertains to the method and manner of performing the work, to the quantities and qualities of the work and the materials to be furnished under the contract for the work and any order(s) or instruction(s) there under. It shall also mean the latest Indian Standard Institute Specification relative to the particular work or part thereof, so far as they are not contrary to the E-TENDER specifications and in absence of any other Country applied in Indian as a matter of standard engineering practice and approved in writing by the Engineer-In-Charge with or without modification.

1.14 The "Drawings" shall include maps, plans, tracings, or prints thereof with any modification approved in writing by the Engineer-In-Charge and as such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-In-Charge in connection with the work.

1.15 The "Work" shall mean the works to be executed in accordance with the contract or the part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and / or incorporation in the work.

1.16 The "Permanent Work" shall mean works which will be incorporated in and form part of the work to be handed over to the owner by the Contractor on completion of the contract.

1.17 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.

1.18 "Site" shall mean the land and other places, on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Corporation for the purpose of the contract together with any other places designated in the contract as forming part of the site.

1.19 The "Construction Equipment" shall mean all appliances / equipment of whatever nature required in or for execution, completion or maintenance of works or temporary works (as herein before defined) but does not include materials or other things intended to form or forming part of the permanent work.

1.20 "Notice in writing or written Notice" shall mean a notice written, typed or in printed form delivered personally or sent by Registered Post to the last known private or business address or Registered Office of the Contractor or through E-Mail or SMS on Mobile and shall be deemed to

have been received in the ordinary course of post it would have been delivered.

1.21 The "Alteration / variation order" shall mean an order given in writing by the Engineer-In-Charge to effect additions or deletions from or alterations in the work.

1.22 "Final Test Certificate" shall mean the final test certificate issued by the owner within the provisions of the contract.

1.23 The "Completion Certificate" shall mean the certificate to be issued by the Engineer-In-Charge when the work has been completed and tested to his satisfaction.

1.24 The "Final Certificate" shall mean the final certificate issued by the Engineer-In-Charge after the period of defects liability is over and the work is finally accepted by the owner.

1.25 "Defects Liability Period" shall mean the specified period between the issue of Completion Certificate and the issue of final certificate during which the Contractor is responsible for rectifying all defects that may appear in the works.

1.26 "Approved" shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.

1.27 "Letter of Acceptance" shall mean an intimation by a letter to Tenderer that his e-Tender has been accepted in accordance with the provisions contained therein.

1.28 "Order" and "Instructions" shall respectively mean any written order or instruction given by the Engineer-In-Charge within the scope of his powers in terms of the contract.

1.29 "Running Account Bill" shall mean a bill for the payment of "On Account" money to the Contractor during the progress of work on the basis of work done and the supply of non-perishable materials to be incorporated in the work.

1.30 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.

1.31 The "Appointing Authority" for the purpose of Arbitration shall be the Municipal Commissioner, Rajkot Municipal Corporation.

1.32. "Retention Money" shall mean the money retained from R.A.Bills for the due completion of the "LET WORS".

1.33 Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY :

The work is to be carried out in the City area. Non-availability of access roads shall in no case be the cause to condone delay in the execution of the work and no claim or extra compensation will be paid. The intending bidder should inspect the site and make himself familiar with site conditions.

GC-03 SCOPE OF WORK :

The scope of work is defined broadly in the special conditions of contract and specifications. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work. All material that go with the work shall be approved by the Engineer-In-Charge prior to procurement and use.

Power Supply :
The Contractor shall make his own arrangement for power supply during installation.

Land for Contractor's Field Office, Godown Etc.:
Owner will not be in a position to provide land required for Contractor's field office, godown, etc. The Contractor shall have to make his own arrangement for the same.

GC-04 RULING LANGUAGE :

The language according to which the contract shall be construed and interpreted shall be English. All entries in the contract document and all correspondence between the contractor and the Corporation or the Engineer-In-Charge shall be in English/Gujarati. All dimensins for the materials shall be given in metric units only. A reasonable proportion of the contractor's superintending staff shall have a working knowledge of Gujarati and/or Hindi language or the contractor shall have sufficient competent interpreters available for communications.

GC-05 INTERPRETATION OF CONTRACTDOCUMENT :

1. The provision of the General Conditions of Contract and Special Conditions of Contract shall prevail over those of any other documents of the contract unless specifically provided otherwise, should have there be any discrepancy, inconsistency, error or omission in the several documents forming the contract, the matter may be referred to the Engineer-In-Charge for his instructions and decision. The Engineer-In-Charge's decision in such case shall be final and binding to the Contractor.

2. Works shown upon the drawings but not described in the specifications or described in the specifications without showing on the drawings shall be taken as described in the specifications and shown on the drawings.

3. The headings and the marginal notes to the clause of these General Conditions of Contract or to the specifications or to any other part of e-Tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof. They shall never be deemed to be part thereof or be used in the interpretation or construction of the contract.

4. Unless otherwise states specifically, in this contract documents the singular shall include the plural and vice-versa wherever the context so requires. Works imparting persons shall include relevant Corporations / Body of individual / firm of partnership.

5. Notwithstanding the sub-division of the documents into separate section and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.

6. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to over ride the provisions of General Conditions of Contract to the extent of each repugnancy of variance.

7. The materials, design, and workmanship shall satisfy the relevant BIS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above BIS and other codes.

8. If the specifications mention that the Contractor shall perform certain work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.

9. Contractor to Collect His Own Information -
The details given in the e-Tender are arranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met with in view of the formation of soil, strata in Rajkot District. It is, therefore, desirable that the Contractor makes his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit his e-Tender accordingly. Any change in description or quantity of an item shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to the drawings and specifications at the e-Tendered rates.

He is deemed to have know the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to whatever work he has to complete in accordance with the contract. The Contractor is expected to visit the site and surroundings to satisfy himself as to the nature of all existing structures, if any, and also as to the nature and the conditions of

railways, roads, bridges and culverts, means of transport and communications whether by land, air or water and as to possible interruptions thereto and the access and gross from the site, to have examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the site for disposal of surplus materials, the available accommodation and make such enquiries as may be necessary for executing and completing the work, to have local enquiries as to the sub-soil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters, effecting work. He is expected to be familiar with his liability for payment of Government taxes, customs and excise duty and other charges etc. in contract with the execution of this contract. The contractor shall have to a certificate for this.

GC-06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY :

The Contractor by e-Tendering shall be deemed to have satisfied himself, as to all considerations and circumstances affecting the e-Tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his prices according to his own view on these matters and to have understood that no additional allowances except as otherwise expressly provided, will afterwards be made beyond the contract price. The Contractor shall be responsible for any misunderstanding or incorrect information, however, obtained.

GC-07 ERRORS IN SUBMISSIONS :

The Contractor shall be responsible for any errors or omissions in the particulars supplied by him, whether such particulars have been approved by the Engineer-In-Charge or not.

GC-08 SUFFICIENCY OF e-TENDER :

The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness of the e-Tender rates which rates shall, except as otherwise provides for, cover all the Contractor's liabilities and obligations set forth or implied in the contract for the proper execution of the work for compliance with requirements of Article GC-19 thereof.

GC-09 DISCREPANCIES :

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions. The special directions or dimensions given in the specifications shall supercede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper

execution of the works, or as to the measurement or quality and valuation of the work executed under this contract or as extra there upon, the same shall be explained by the Engineer-In-Charge and his explanation shall be subject to the final decision of the Municipal Corporation in case reference be made to it, be binding upon the Contractor and the Contractor shall execute the work according to such explanation and without addition or to deduction from the contract price and shall also do all such works and things necessary for the proper completion of the works as implied by the drawings and specifications, even though such works and things are not specially shown and described in the said specifications. In cases where no particular specifications are given for any article to be used under the contract, the relevant specifications of the Indian Standard Institution shall apply.

GC-10 PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :

1. A sum of 5% of the accepted value of the e-Tender shall be deposited by the Tenderer (hereinafter called the contractor when e-Tender is accepted) as security deposit with the owner for the faithful performance, completion and maintenance of the works in accordance with the contract documents and to the satisfaction of the Engineer-In-Charge and assuring the payment of all obligations arising from the execution of the contract. This shall be deposited in one of the forms mentioned below :

   a. By a Demand Draft on the Rajkot Branch of any Nationalized Bank or Scheduled Bank except co-operative bankduly endorsed in favour of "**Rajkot Municipal Corporation**", Rajkot.

   b. A Fixed Deposit Receipt of any Nationalized Bank or Schedule Bank except Cooperative Bank duly endorsed in favour of "**Rajkot Municipal Corporation**", Rajkot.

   d. The Contractor may pay 2.5% of the value of works as initial security deposit and the balance 2.5% shall be recovered in installments through deductions at the rate of 10 (ten) percent of the value of each Running Account Bill till the total security execution exceeds the accepted value of e-Tender because of allotment of further work, further recoveries towards security deposit shall be effected at 10% of the R A Bills to make up the five percent security deposit of the revised value of contract. Alternatively, the Contractor may at his option deposit the full amount of 5 percent of security deposit within ten days of receipt by him of the notification accepting the e-Tender in the form as aforesaid. **The Performance Guarantee (Security Deposit) will be released to the contractor without any interest after defect liability period is over.**

2. If the Contractor, sub-contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expense and in default

thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expense from the Contractor (for which the certificate of the Engineer-In-Charge shall be final). These expense can be recovered from the security deposit if recovery from other sources is not possible. The amount as reduced in security deposit will be made good by deduction from the next R A Bill of the Contractor.

GC-11 INSPECTION OF WORK :

1. The Engineer-In-Charge shall have full power and authority to inspect the work at any time wherever in progress either on the site or at the Contractor's or any other manufacturer's workshop or factories wherever situated and the Contractor shall afford to Engineer-In-Charge every facility and assistance to carry out such inspection, Contractor or his authorized representative shall, at all time during the usual working hours and all times when so notified, remain present to receive orders and instructions.

   Orders given to Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. Contractor shall give not less than ten (10) days notice in writing to the Engineer-In-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be uncovered at Contractor's expenses for carrying out such inspection or measurement.

2. No material shall be despatched from Contractor's store on site of work before obtaining approval in writing of the Engineer-In-Charge. Contractor shall provide at all times during the progress of work and maintenance period of proper means of access with ladders, gangways, etc. and make necessary arrangement as directed for inspection or measurement of work by Engineer-In-Charge.

GC-12 DEFECT LIABILITY :

1. Contractor shall guarantee the work for a period of **12 (Twelve) Months** from the date of issue of Completion Certificate. Any damage or defect that may arise or that may remain undiscovered at the time of issue of Completion Certificate connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense as desired by Engineer-In-Charge or in default Engineer-In-Charge may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-In-Charge shall be final from any sums that may then or any time thereafter become due to Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

2. From the commencement to completion of work Contractor shall take full responsibility for the care of the work including all temporary works and in case any damages, occur from any cause

whatsoever he shall at his own cost, repair and make good the same so that on completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and as per the instructions of the Engineer-In-Charge.

3. If at any time before the work is taken over, the Engineer-In-Charge -

a) Decide that any work done or materials used by the Contractor are defective or not in accordance with the contract or that work or any portion thereof is defective or do not fulfill the requirements of contract (all such materials being herein after called defects in this clause) he shall, as soon as reasonably practicably, give notice to Contractor in writing of the said defect specifying particulars of the same then Contractor shall at his own expense and with all speed make good the defects so specified.

b) In case Contractor fails to do so, owner may take, at the cost of the Contractor, such stops as may in all circumstances be responsible to make good such defects. The expenditure so incurred by owner will be recovered from the amount due to Contractor. The decision of Engineer-In-Charge with regard to the amount to be recovered from Contractor will be final and binding on the Contractor.

GC-13 POWER OF ENGINEER-IN-CHARGE TO GIVE FURTHER INSTRUCTIONS :

The Engineer-In-Charge shall have the power and authority from time to time and at all times to give further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the works and efficient execution of the works according to the terms of the specifications, and the Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectively as though the same had accompanied or had been mentioned or referred to in the specifications. No work which radically changes the original nature of the contract shall be ordered by the Engineer-In-Charge and in the event of any deviation being ordered, which in the opinion of the Contractor changes the original nature of the contract, he shall nevertheless carry it out and any disagreement as to the nature of the work and the rate to be paid to thereof shall be resolved.

The time of completion of works shall, in the event of any deviations being ordered resulting in additional cost or reduction in cost over the contract sum, be extended or reduced reasonably by the Engineer-In-Charge. The Engineer-In-Charge's decision in the case shall be final and binding.

GC-14 PROGRAMME :

The time allowed for execution of works shall be the essence of the contract. The contract period shall commence from the date of notice of intimation to proceed. The Tenderer at the time of

submitting his e-Tender shall indicate in the construction schedule his programme of execution of work commencement with the total time specified. The Contractor shall provide the Engineer-In-Charge a detailed programme of time schedule for execution of the works in accordance with the specifications and the completion date. The entire programme to be finalized by the Contractor, has to conform to the execution period mentioned along with the Bill of Quantities in the e-Tender documents. The Engineer-In-Charge upon scrutiny of such submitted programme by Contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC-15 SUB-LETTING OF WORK :

No part of the contract nor any share of interest thereon shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or Corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the owner.

GC-16 SUB-CONTRACTS FOR TEMPORARYWORKS ETC. : (N.A.)

The owner may give written consent to sub-contractors for execution of any part of the works at the site, being entered upon the contractor provided each individual contract is submitted to the Engineer-In-Charge before being entered into and is approved by him. List of sub-contractors to be supplied.

Not-withstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-In-Charge shall have received of any sub-contractors, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of contract in all respects as if such subletting or subcontracting had not taken place and as if such works had been done directly by the Contractor.

GC-17 TIME FOR COMPLETION :

1. The work covered under this contract shall be commenced from the date the Contractor is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract and unless the same is extended as mentioned in Clause GC-18 "Extension of Time", the Contractor shall pay liquidated damages for the delay.

2. The general time schedule for construction is given in the e-Tender document. Contractor shall prepare a detailed weekly or monthly construction programme in consultation with the Engineer-In-Charge soon after the agreement and the work shall be strictly executed accordingly.

The time for construction includes the time required for testing, rectifications, if any, retesting and completion of the work in all respects to the entire satisfaction of the Engineer-In-Charge.

GC-18 EXTENSION OF TIME :

Time shall be considered as the essence of the contract. If, however, the failure of the Contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of Corporation in supplying the materials or equipment, it has undertaken to supply under the contract or from delays on the quantity of work to be done under the contract, or force majeure an appropriate extension of time will be given by the Corporation. The Contractor shall request for such extension within one month of the cause of such delay and in any case before expiry of the contract period.

GC-19 CONTRACT AGREEMENT :

The successful Tenderer shall enter into and execute the contract agreement within 10 (ten) days of the notice of award, in the form shown in e-Tender documents with such modifications as may be necessary in the opinion of the Corporation. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.

GC-20 LIQUIDATED DAMAGES :

If the Contractor fails to complete the work or designated part thereof within the stipulated completion date for the work or for the part, he shall pay liquidated damages at 0.1 (zero point one) percent of contract value for per day of delay subject to maximum of 10% of the contract value or as decided by Municipal Commissioner.

The Contractor shall complete one-sixth quantum of work within one fourth period, four-tenth quantum of work within one-half period and eight-tenth quantum of work within three-fourth period, failing which, the Contractor shall be liable to pay liquidated damages an amount as specified above, or as decided by Municipal Commissioner.

The amount of liquidated damages shall, however, be subjected to a maximum of 10 percent of the contract value. Delay in excess of 100 days shall be a cause for termination of the contract and forfeiture of all security for performance.

GC-21 FORFEITURE OF SECUEITY DEPOSIT :

Whenever any claim against the Contractor for the payment of a sum of money out of or under the contract arises, the Corporation shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In case the security deposit is insufficient, the balance recoverable shall be deducted from any sum then due or which at any time thereafter may

become due to the Contractor. The Contractor shall pay to the owner on demand any balance remaining due.

GC-22 **ACTION OF FORFEITURE OF SECURITY** DEPOSIT :

In any case in which under any Clause or Clauses of the contract, the Contractor shall committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the owner.

b) To employ labour and to supply materials to carry out the balance work debiting Contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-In-Charge shall be final and conclusive against the Contractor and 10% of costs on above to cover all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of Engineer-In-Charge as to the value of the work done shall be final and conclusive against the Contractor.

c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand and give it to another Contractor to complete, the same. in this case the excess expenditure incurred than what would have been paid to the original Contractor, if the whole work had been executed by him, shall be borne and paid by the original Contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-In-Charge shall be final and conclusive.

In the event any of the above courses being adopted by the owner, the Contractor shall have no claims for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

In purchase the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-In-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In the event of the owner putting in force the powers as stated in a, b, c, above vested in him under the proceeding clause, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the works or the site thereof

belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-In-Charge. The Engineer-In-Charge may give notice in writing to the Contractor or his representative requiring him to remove such tools, plant, materials or stores from the premises within the time specified in the notice and in the event of the Contractor failing to comply with any such notice, the Engineer-In-Charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and his risks in all respects without any further notice as to the date, time or place of the sale and the certificate of Engineer-In-Charge as to the expense of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the Contractor.

GC-23 COMPENSATION FOR ALTERATION IN OR RESTRICTION IN WORK

If at any time from the commencement of the work, the owner shall for any reasons whatsoever not require the whole work or part thereof as specified in the e-Tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of full amount of the work not having been carried out. He also shall not have any claim for compensation by reasons of any alterations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

When the Contractor is a partnership firm, the prior approval in writing of the owner shall be obtained before any change is made in the Constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family or business concern, such approval as aforesaid shall, likewise be obtained before Contractor enters into an agreement with other parties where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the Contractor. In either case, if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted contravention of subletting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the subletting clause.

GC-24 IN THE EVENT OF DEATH OF THECONTRACTOR :

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the owner shall have the option of terminating the contract without compensation to the Contractor.

GC-25 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE :

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligation of the owner under the contract, or answerable for any default or omission in the observance or performance of any acts, matters or things, which are herein, contained.

GC-26 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS :

The Contractor shall not be entitled to any increase on the schedule of rates or any other rights or claims whatsoever by reason of representation, promise or guarantees given or alleged to have been given to him by any person.

GC-27 CONTRACTOR'S OFFICE AT SITE :

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall remain open at all reasonable hours to receive information, notices or other communications.

GC-28 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT :

1. The Contractor on award of the work shall name and depute a qualified Engineer having experience of carrying out work of similar nature, whom equipments, materials, if any, shall be issued and instructions for work given. the Contractor shall also provide to the satisfaction of Engineer-In-Charge sufficient and qualified staff, competent sub-agents, foreman and loading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditious working. If, in the opinion of the Engineer-In-Charge additional properly qualified supervision staff is considered necessary, it shall be employed by the Contractor, without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-In-Charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

2. If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants, foreman or other employees shall, in the opinion of the Engineer-In-Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-In-Charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the Contractor if so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed shall not again be re-employed in connection with the works without the written permission of the Engineer-In-Charge. Any person, so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be required to repatriate any person removed from the works he shall

do so after approval of Engineer-In-Charge and shall bear all costs in connection therewith.

3. The Contractor shall be responsible for the proper behavior of all the staff, foreman, workmen and others and shall exercise proper control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the Contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this claim shall be final.

4. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on owner's premises.

GC-29 TERMINATION OF SUB-CONTRACT BY OWNER : (N.A.)

If any sub-contractor engaged upon the works at the site execute any work which in the opinion of Engineer-In-Charge is not accordance with the contract documents, the owner may by written notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contracts and the latter shall forthwith leave the works, failing which, the owner shall have the right to remove such sub-contractors from the site.

No action taken by the owner under the above clause shall relieve the Contractor of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise.

GC-30 POWER OF ENTRY :

If the Contractor shall not commence the work in the manner previously described in the contract documents or if he shall at any time, in the opinion of Engineer-In-Charge –

Fail to carry out works in conformity with the contract documents, or
Fail to carry out the works in accordance with the time schedule, or
Substantially suspend work or the works for a period of seven days without authority from Engineer-In-Charge, or
Fail to carry out and execute the work to the satisfaction of the Engineer-In-Charge, or
Fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
Commit breach of any other provisions of the contract on his part to be performed or observed or persists in any of the above

mentioned breaches of the contract for seven days after notice in writing shall have been given to the Contractor by the Engineer-In-Charge requiring such breach to be remedied, or
Abandon the work, or
During the continuance of the contract becomes bankrupt, make any arrangement or compromise with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

The owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stores therein and to revoke the Contractor's license to use the same and to complete the works by his agents, other Contractor or workmen, to relate the same upon any terms to such other person firm or Corporation as the owner in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stores as aforesaid with making payments or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-In-Charge to be reasonable and without making any payment or allowance to the Contractor for the use of said temporary works, constructional plant and stock or being liable for loss or damage thereto. If the owner shall be reason of his taking possession of the works or of the work being got completed by other Contractor incurred excess expenditure be deducted from any money which may be due for the work done by the Contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the owner by the Contractor and the owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc., consist constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC-31 CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR AND AGENCIES :

Without repugnance to any other conditions, it shall be the responsibility of the Contractor executing the work, to work in close co-operation and co-ordination with other Contractors or their authorized representatives and the Contractor will put a joint scheme with the concurrence of other contractors or their authorized representatives showing the arrangements for carrying his portion of the work to the Engineer-In-Charge and get the approval. The Engineer-In-Charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The Contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or bylaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to works or any temporary works. The

Contractor s shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations etc.

GC-32 OTHER AGENCIES AT SITE :

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works, such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained for works being executed in the above circumstances.

GC-33 NOTICES :

Any notice under this contract may be served on the Contractor or his duly authorized representative at the job site or may be served by Registered Post direct to the official address of the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

GC-34 RIGHTS OF VARIOUS INTERESTS :

The owner reserves the right to distribute the work between more than one Contractor. Contractor shall co-operate and afford reasonable opportunity to other Contractor s for access to the works, for the carriage and storage of materials and execution of their works. Whenever the work being done by department of the owner or by other Contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests shall be determined by the Engineer-In-Charge to secure the completion of various portions of the work in general harmony.

GC-35 PRICE ADJUSTMENTS :

Prices are firm and fix and no adjustment in price shall be allowed and no price escalation will be allowed for the contract period or extended period, if any.

GC-36 TERMS OF PAYMENT :

The payment of bills shall be made progressively according to the rules and practices followed by the Corporation. The progressive payment unless otherwise provided in the contract agreement or subsequently agreed to by the parties shall be made generally monthly on submission of a bill by the Contractor in prescribed form of an amount according to the value of the work performed less the price of materials supplied by owner aggregate of previous progressive payments and as required by Clause GC-37 (Retention of Money) herein. All such progressive payments shall be regarded as payments by way of advance against final payment. Payment for the work done by the Contractor will be based on the measurement at various stages of the work, in accordance with the condition at clause GC-81 (measurement of work in progress).

GC-37 RETENTION MONEY :

Pursuance to clause GC-36 (Terms of Payment) any on at money due to the Contractor for work done, Corporation will hold as Retention money five (5) percent of the value of work. The retention money will not normally be due for payment until the completion of the entire work and till such period the work has been finally accepted by the Corporation and a completion certificate issued by the Corporation in pursuant to Clause-GC 79 (Completion Certificate).

GC-38 PAYMENTS DUE FROM THE CONTRACTOR :

All costs, damages or expenses, for which under the contract, Contractor is liable to the Corporation, may be deducted by the Corporation from any money due or becoming due to the Contractor under the contract or from any other contract with the Corporation or may be recovered by action at law or otherwise from the Contractor.

GC-39 CONTINGENT FEE :

i) The Contractor warrants that he has not employed a person to solicit or secure the contract upon any agreement for a commission, percentage, and brokerage contingent fee. Breach of this warranty shall give the Corporation the right to cancel the contract or to take any drastic measure as the Corporation may deem fit. The warranty does not apply to commissions payable by the Contractor to establish commercial or selling agent for the purpose of securing business.

ii) No officer, employer or agent of the Corporation shall be admitted to any share or part of this contract or to any benefit that may rise there from.

GC-40 BREACH OF CONTRACT BY CONTRACTOR :

If Contractor fails to carry out the work in timely manner as mentioned in GC-20, Rajkot Municipal Corporation may give notice in writing to the Contractor to expedite the progress of work, so that the work can be completed as per time schedule. If Contractor fails to expedite the progress of work within 14 days, Rajkot Municipal Corporation will forfeit the Earnest Money Deposit / Security Deposit and may terminate the contract and put the Contractor in Black List / Debar for the period of three years and the remaining work will be executed through other agency at the risk and cost of the Contractor.

GC-41 DEFAULT OF CONTRACTOR :

i) The Corporation may upon written notice of default to the Contractor terminate the contract circumstances detailed as under :

a) If in the opinion of the Corporation, the Contractor fails to make completion of works within the time specified in the

completion schedule or within the period for which extension has been granted by the Corporation to the Contractor.

b) If in the opinion of the Corporation, the Contractor fails to comply with any of the other provisions of this contract.

ii) In the event, the Corporation terminates the contract in whole or in part as provided in Article GC-50 (Termination of the Contract) the Corporation reserves the right to purchase upon such terms and in such manner as it may be deem appropriate, plant similar to one which is not supplied by the Contractor and the Contractor will be liable to the Corporation for any additional costs for such similar plant and / or for liquidated damages for delay until such time as may be required for the final completion of works.

iii) If this contract is terminated as provided in this paragraph GC-30 (Power of Entry) (1) the Corporation in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Corporation.

Any completed works
Such partially completed information and contract rights as the Contractor has specifically produced or acquired for the performance of the contract so terminated.

iv) In the event, the Corporation does not terminate the contract as provided in the paragraph GC-50 (Termination of Contract) the Contractor shall continue performance of the contract, in which case, he shall be liable to the Corporation for liquidated damages for delay until the works are completed and accepted.

GC-42 BANKRUPTCY :

If the Contractor shall become bankrupt or insolvent or has a receiving order made against him, or compound with his creditors, or being the Corporation commence to be wound up not being a member voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the Corporation shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the Contractor or to the receiver or liquidator or to any person or Organization in whom the contract may become vested and to act in the manner provided in Article GC-41 (Default of Contractor) as thought the last mentioned notice had been the notice referred to in such article or (b) to give such receiver, liquidator or other persons in whom the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithful, performance of the contract up to an amount to be agreed. In the event that the Corporation terminates the contract in accordance

with this article, the performance bond shall immediately become due and payable on demand to Corporation.

GC-43 OWNERSHIP :

Works hand over pursuant to the contract shall become the property of the Corporation from whichever is the earlier of the following times, namely;

A) When the works are completed pursuant to the contract.
B) When the contractor has been paid any sum to which he may become entitled in respect thereof pursuant to Clause GC-36 (Terms of Payment).

GC-44 DECLARATION AGAINST WAIVER :

The condemnation by the Corporation of any breach or breaches by the Contractor or an authorized sub-contractor of any of the stipulations and conditions contained in the contract, shall in no way prejudice or affect or be construed as a waiver of the Corporation's rights, powers and remedies under the contract in respect of any breach or breaches.

GC-45 LAWS GOVERNING THE CONTRACT :

This contract shall be construed according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the Courts of Gujarat at Rajkot.

GC-46 OVER PAYMENT AND UNDER PAYMENT :

Whenever any claim for the payment of a sum to the Corporation arises out of or under this contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation), or from his retention money or he shall pay the claim on demand. The Corporation reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. The Corporation further reserves the right to enforce recovery of any payment when detected, not withstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator, appointed under Article GC-49 (Arbitration) of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award. If as a result of such audit and technical examinations any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Corporation from the Contractor as prescribed above. If any under payment is discovered by the Corporation, the amount due to the Contractor under this contract, may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor.

GC-47 SETTLEMENT OF DISPUTES :

Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer-In-Charge subject to a written appeal by the Contractor to the Engineer-In-Charge and those decisions shall be final and binding on the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in Article GC-48 (Disputes or differences to be referred to) and Article No.GC-49 (Arbitration).

GC-48 DISPUTES OF DIFFERENCES TO BE REFERRED TO :

If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-In-Charge and the contractor upon or in relation to or in connection with this contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer-In-Charge.

GC-49 DELETED:

GC-50 TERMINATION OF THE CONTRACT :

i) If the Contractor finds it impracticable to continue operation owing to force majeure reasons or for any reasons beyond his control and/or the Corporation find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.

ii) If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows :

a) The Contractor shall be paid for all works approved by the Engineer-In-Charge and for any other legitimate expenses due to him.

b) If the Corporation terminates the contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above.

c) The Corporation shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within thirty (30) days after the termination and the Corporation thereafter shall release all bonds and guarantees. Should the Contractor fail to refund the amounts received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.

iii) On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Corporation with respect to completion safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

GC-51 SPECIAL RISKS :

If during the contract, there shall be an outbreak of war (whether war is declared or not), major epidemic, earthquake or similar occurrence in any part of the world beyond the control of either party to the contract which financially or otherwise materially affects the execution of the contract, the Contractor shall unless and until, the contract is terminated under the provisions of this article use his best endeavors to complete the execution of the contract, provided always that the Corporation shall be entitled at any item after the onset of such special risks, to terminate the contract by giving written notice to the contractor and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

The Contractor shall not be liable for payment of compensation for delay or for failure to perform the contract for reasons of Force Majeure such as acts of public enemy, acts of Government, fires, floods, cyclones, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes and provided that the Contractor shall within 10 (ten) days from the beginning of such delay notify the Engineer-In-Charge in writing, of the cause of delay, the Corporation shall verify the facts and grant such extension as the facts justify.

GC-52 CHANGE IN CONSTITUTION :

Where the Contractor is a partnership firm, the prior approval in writing of the owner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the

contract shall be deemed to have been assigned in contravention of contract.

GC-53 SUB-CONTRACTUAL RELATIONS (N.A.)

All works performed for the contract by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor, which shall contain provision to –

a) Protect and preserve the rights of the Corporation and the Engineer-In-Charge with respect to the works to be performed under the sub-contracting party will not prejudice such rights.
b) Require that such work be performed in accordance with the requirements of contract documents.
c) Require under such contract to which the contractor is a party, the submission to the Contractor of application for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the sub-contracted portions of the work in sufficient time, that the Contractor may apply for payment comply in accordance with the contract documents for like claims by the Contractor upon the Corporation.
d) Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by the Corporation as trustee and,
e) Obligate each sub-contractor specifically to consent to the provisions of this Article.

GC-54 PATENTS AND ROYALTIES :

1. Contractor, if licensed under any patent covering equipment, machinery, materials or composition of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract agrees to pay all royalties and license fees, which may be due with respect thereto. If any equipment, machinery, materials, composition matters, to be used or supplied or methods practiced or employed in the performance of this contract, is covered by a patent under which Contractor is not licensed, then the Contractor before supplying / using the equipment, machinery, materials, compositions, methods of process shall obtain such license and pay such royalties and license fees as may be necessary for performance of this contract. In the event Contractor fails to pay such royalty or to obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the owner as a result of such failure will be defended by the Contractor at his own expenses and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the owner if the Contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably

brought because of the use by the owner of any equipment machinery, materials, process methods to be supplied in hereunder. Contractor agrees to and does hereby grant to owner together with the right to extend the same to any of the subsidiaries of the owner an irrevocable royalty fee license to use in any Country, any invention made by the Contractor or his employees in or as a result of the performance of work under contract.

2. With respect to any sub-contract entered into by Contractor pursuant to the provisions of the relevant clause hereof, the Contractor shall obtain from the sub-contractor an understanding to provide the owner with the same patent protection that contracts is required to provide under the provisions of the clause.

3. The Contractor shall indemnify and save harmless the owner from any loss on account of claims against owner for the contributory infringement of patent rights arising out of and based upon the claim that the use by the Corporation of the process included in the design prepared by the Contractor and used in the operation of the plant infringes on any patent rights.

GC-55 LIEN :

If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the Contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim or if such lien or claim be valid the owner may pay and discharge the same and deduct the amount as paid from any money which may be due or become due and payable to the Contractor. If any lien or claims remaining unsettled after all payments are made, the Contractor shall refund or pay to the owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

GC-56 EXECUTION OF WORK :

The whole work shall be carried out in strict conformity with the provisions of the contract document, detailed drawings, specifications and the instructions of the Engineer-In-Charge from time to time. The Contractor shall ensure that the whole work is executed in the most substantial, and proper manner with best workmanship using materials of best quality in strict accordance with the specifications to the entire satisfaction of the Engineer-In-Charge.

GC-57 WORK IN MONSOON :

When the work continues in monsoon if required, the Contractor shall maintain minimum labour force required for the work and plan and execute the construction and erection work according to the prescribed

schedule. No extra rate will be considered for such work in monsoon. During monsoon and entire construction period, the Contractor shall keep the site free from water at his own cost. However, monsoon period from 1st July to 30th September will be excluded from time limit.

GC-58 WORK ON SUNDAYS AND HOLIDAYS :

No work except curing shall be carried out on Sunday and holidays. However, if the exigencies of the work need continuation of work on Sundays and Holidays, written permission of the Engineer-In-Charge shall be obtained in advance.

GC-59 GENERAL CONDITIONS FOR CONSTRUCTION WORK :

Working hours shall be eight every day. The over time work in two shifts could be carried out with the written permission of the Engineer-In-Charge but no compensation shall be paid for the same. The rate quoted shall include this. The Contractor shall plan his work in such a way that his labourers do not remain idle. The owner will not be responsible for idle labour of the Contractor. The Contractor shall submit to the owner progress report every week. The details and proforma of the report will be as per mutual agreement.

GC-60 DRAWINGS TO BE SUPPLIED BY THE OWNER : (N.A.)

The drawings attached with the e-Tender documents shall be for general guidance of the Contractor to enable him to visualize the type of work contemplated and scope of work involved. Detail working drawings according to which the work is to be done shall be prepared by the Contractor for executing the work.

GC-61 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

Where drawings, data are to be furnished by the Contractor they shall be as enumerated in special conditions of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be Contractor's responsibility to have these drawings got approved before any work is taken up with regard to the same. Any changes becoming necessary in those drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor and Engineer-In-Charge.

Certified true for…….Project Agreement No……..

Signed …….

Contractor

Engineer-In-Charge

Drawings will be approved within three (3 weeks of the receipt of the same by the Engineer-In-Charge.

GC-62 SETTING OUT WORK :

The Contractor shall set out the work on the site handed over by the Engineer-In-Charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-In-Charge. The approval thereof or partaking by Engineer-In-Charge or setting out work shall not relieve Contractor of any of his responsibilities. The Contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flags, ranging rods, strings and other materials and labourers required for proper setting out of the work. The Contractor shall provide fix and be responsible for the maintenance of all stakes, templates, level markets, profiles and similar other things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequences for such removal or disturbance. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, and distance marks and centerline marks either existing or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the theodolite. The work shall not be started unless the setting out is choked and approved by Engineer-In-Charge in writing but such approval shall not relieve the Contractor of his responsibilities about the correctness of setting out. The Contractor shall provide all materials, labour and other facilities necessary for checking at his own cost. Pillars bearing geodetic marks on site shall be protected by the Contractor. On completion of the work, the Contractor shall submit the geodetic documents according to which the work has been carried out.

GC-63 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF THE WORK :

The Contractor shall be entirely and exclusively responsible for the correctness of every part of the work and shall rectify completely any errors therein at his own cost when so instructed by Engineer-In-Charge. If any error has crept in the work due to non-observance of this clause, the Contractor will be responsible for the error and bear the cost of corrective work.

1. Materials to be supplied by the Contractor:
   Contractor shall procure and provide all the material required for the execution and maintenance of work including M S rods; all tools, tackles, construction plant and equipment except, the materials to be supplied by the owner detailed in the contract documents. Owner, shall make recommendations for procurement of materials to the respective authorities if desired by the Contractor but assumes no responsibility of any nature. Owner shall insist for procurement of materials with ISI marks supplied by reputed firms of the DGS & D list.

2. If however, the Engineer-In-Charge feels that the work is likely to be delayed due to Contractor's inability to procure materials, the Engineer-In-Charge shall have the right to procure materials, from the market and the Contractor will accept these materials at the rates decided by Engineer-In-Charge.

GC-64 MATERIALS TO BE SUPPLIED BY THE OWNER :

1. If the contract provided certain materials or stores to be supplied by the owner, such materials and stores transported by the Contractor at his cost from owner's stores or Railway Station. The cost from Contractor for the value of materials supplied by the owner will be recovered from the R.A.Bill on the basis of actual consumption of materials in the work covered and for which R A Bill has been prepared. After completion of the work, the Contractor has to account for the full quantity of materials supplied to him.

2. The value of store materials supplied by owner to the Contractor shall be charged at rates shown in the contract document and in case any other material not listed in the schedule of materials is supplied by the owner, the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining unused at the time of completion of work or termination of contracts shall be returned to owner's store or any other place as directed by the Engineer-In-Charge in perfectly good condition at Contractor's cost. When materials are supplied free of cost for use in work and surplus and unaccounted balance thereof are not returned to the owner, recovery in respect of such balance will be effected at double the applicable issue rate of the material or the market rates whichever is higher.

GC-65 CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER: (N.A.)

The materials specified to be issued by the owner to the Contractor shall be issued by the owner at his store and all expenses for it carting site shall be borne by the Contractor will be issued during working hours and as per rules of owner from time to time.

Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.

Material shall be issued by the owner in standard / non-standard sizes as obtained from manufacturer.

Contractor shall construct suitable godowns at site for storing the materials to protect the same from damage due to rain, dampness, fire, theft etc.

The Contractor should take the delivery of the materials issued by the owner after satisfying himself that they are in good condition. Once the materials are issued, it will be the responsibility of the Contractor to keep them in good condition and in safe custody. If the materials get damaged or if they are stolen, it shall be the responsibility of the Contractor to replace them at his cost according to the instructions of the Engineer-In-Charge.

For delay in supply or for non-supply of materials to be supplied by the owner, on account of natural calamities, act of enemies, other difficulties beyond the control of the owner, the owner carries no responsibilities. In no case the Contractor shall be entitled to claim any compensation for loss suffered by him on this account.

None of the materials issued to the contractor, shall be used by the Contractor for manufacturing items which can be obtained from the manufacturer's. The materials issued by the owner shall be used for the work only and no other purpose.

Contractor shall be required to execute indemnity bond in the prescribed form for the safe custody and account of materials issued by the owner.

Contractor shall furnish sufficiently in advance a statement of his requirements of quantities of materials to be supplied by the owner and the time when the same will be required for the work, so as to enable Engineer-In-Charge to make arrangements to procure and supply the materials.

A daily account of materials issued by the owner shall be maintained by the contractor showing receipt, consumption and balance on hand in the form laid down by Engineer-In-Charge with all connected paper and shall be always available for inspection in the site office.

Contractor shall see that only the required quantities of materials are got issued and no more. The Contractor shall be responsible to return the surplus materials at owner's store at his own cost.

GC-66 MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER :

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the owner either by issue from owner's stock or purchase made under orders or permits or licenses issued materials as trustees for owner, and use such materials not disposed them off without the permission of owner and unserviceable materials that may be left with him after completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer-In-Charge shall determine having due regard to the conditions of the materials. The price allowed to Contractor shall not exceed the

amount charged to him excluding the storage of breach of the aforesaid condition, the Contractor shall in terms of license or permits and/or for criminal breach of trust be liable to compensate owner at double the rate or any higher rates. In the event of these materials at that time having higher rate or not being available in the market then any other rate to be determined by the Engineer-In-Charge at his decision shall be final and conclusive.

GC-67 MATERIALS OBTAINED FROM DISMANTLING :

If the Contractor, in the course of execution of work, is called upon to dismantle any part of work for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be property of the owner and will be disposed off as per instructions of Engineer-In-Charge in the best interest of the owner.

GC-68 ARTICLE OF VALUE OF TREASURE FOUND DURING CONSTRUCTION :

All gold, silver and other minerals of any description and all precious stones, coins, treasures, relics, antiques and other similar things which shall be found in, under or upon site shall be the property of the owner and the Contractor shall properly preserve the same to the satisfaction of the Engineer-In-Charge and shall hand over the same to the owner.

GC-69 DISCREPANCIES BETWEEN INSTRUCTIONS:

If there is any discrepancy between various stipulations of the contract documents or instructions to the Contractor or his authorized representative or if any doubt arises as to the meaning of such stipulation or instructions, the Contractor shall immediately refer in writing to the Engineer-In-Charge whose decision shall be final and conclusive and no claim for losses caused by such discrepancy shall in any event be admissible.

GC-70 ALTERATIONS IN SPECIFICATIONS & DESIGNS & EXTRA WORK :

The Architect / Engineer-In-Charge shall have power to make any alterations in, omission from, addition to substitution for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of work and the Contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by Engineer-In-Charge and such alteration omissions, additions or substitutions, shall not invalidate contract and any altered, additional or substituted work shall be carried out by the Contractor on the same conditions of contract. The time of completion may be extended by Architect as may be considered just and reasonable by him. The rates for such additional, altered or substitute work shall be worked out as under :

a) If the rates for additional, altered or substitutes work are specified in the contract for work, the Contractor is bound to carry out such work at the same rates as specified in the contract.

b) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar items of work in the contract work. The opinion of Engineer-In-Charge as to whether the rates can be reasonably so derived the items of contract will be final and binding to the Contractors.

c) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) above, the rate shall be paid as per S.O.R. of RMC and if not available in RMC SOR then it will be paid according to the SOR of R&B / GWSSB. In such case, if contractor's premium quoted in the tender is below, the rate will be paid as per the premium quoted whereas if the premium quoted in the tender is above then it will paid as per the rates of S.O.R. of Rajkot Municipal Corporation and if not available in RMC SOR then it will be paid according to the SOR of R&B / GWSSB.

d) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) or (c) above, the Contractor shall within seven days of the receipt of order to carry out the work inform the Architect / Engineer-In-Charge of the rate which he intends to charge for such work supported by rate analysis and the Architect / Engineer-In-Charge will determine the rate on the basis of prevailing market rates of materials, labour cost at schedule of labour plus 15% there on as Contractor's supervision overheads and profit. The opinion of Architect / Engineer-In-Charge as to the market rates of materials and the quantity of labour involved per unit of measurement will be final and binding on Contractor.

But under no circumstances, the Contractor suspends work or the plea of non settlement of items falling under this clause.

GC-71 ACTION WHEN NO SPECIFICATIONS ARE ISSUED :

In case of any class of work for which no specifications is supplied by the owner in the e-Tender documents, such work shall be carried out in accordance with relevant latest ISS and if ISS do not cover the same, the work shall be carried out as per General Technical Specification for building work; and if not covered in then it is to be with standard Engineering Practice subject to the approval of Engineer-In-Charge.

GC-72 ABNORMAL RATES :

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the

completed item considering all specifications and conditions of contract.

GC-73 ASSISTANCE TO ENGINEER-IN-CHARGE:

Contractor shall make available to Engineer-In-Charge free of cost all necessary instruments and assistance in checking of any work made by the Contractor setting out for taking measurement of work etc.

GC-74 TESTS FOR QUALITY OF WORK :

1. All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-In-Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-In-Charge may direct at the place of manufacture of fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work of workmanship as may be selected and required by Engineer-In-Charge.

2. All tests necessary in connection with the execution of work as decided by Engineer-In-Charge shall be carried out at an approved laboratory at Contractor's cost.

3. Contractor shall furnish the Engineer-In-Charge for approval when requested or if required by the specification, adequate samples of all materials and finished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.

GC-75 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

If it shall appear to the Engineer-In-Charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound, imperfect or unskilled workmanship or otherwise not in accordance with the contract, the Contractor shall, on demand in writing from Engineer-In-Charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work, so specified. In the event of failure to do so within a period to be specified by the Engineer-In-Charge in his aforesaid demand, Contractor shall be liable to pay compensation at the rate of half a percent of the estimated cost of work for every work limited to a maximum of ten (10%) percent of the value of work while his failure to do so continues and in the case of any such failure, the Engineer-In-Charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with others at the risk and cost of the Contractor. The decision of

the Engineer-In-Charge as to any question arising under this clause shall be final and conclusive.

GC-76 SUSPENSION WORK :

Contractor shall, if ordered in writing by Engineer-In-Charge or his representative temporarily suspended the work or any part thereof for such time (not exceeding one month) as ordered and shall not after receiving such written notice proceed with the work until he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of work as aforesaid. An extension of time for completion of work will be granted to the Contractor corresponding to the delay caused by such suspension of work if he applies for the same provided the suspension was not consequent upon any default or failure on the part of the Contractor.

GC-77 OWNER MAY DO PART OF THE WORK :

When the Contractor fails to comply with any instructions given in accordance with the provisions of this contract, the owner has the right to carry out such parts of work as the owner may designate whether by purchasing materials and engaging labour or by the agency of another Contractor. In such case the owner shall deduct from the amount which otherwise might become due to Contractor, the cost of such work and materials with then (10) percent added to cover all departmental charges and should the total amount thereof exceed the amount due to contract, Contractor shall pay the difference to owner.

GC-78 POSSESSION PRIOR TO COMPLETION :

The Engineer-In-Charge shall have the right to take possession of or to use any completed or partly completed work or part of work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contact. If such prior possession or use by Engineer-In-Charge delays the process of work, equitable adjustment in the time of completion will be made and the contract shall be deemed to be modified accordingly.

GC-79 COMPLETION CERTIFICATE :

As soon as the work has been completed in accordance with contact (except in minor respects that do not effect their use for the purpose for which they are intended and except for maintenance thereof) as per General Conditions of Contract the Engineer-In-Charge shall issue a certificate (hereinafter called completion certificate) in which shall certify the date on which work has been completed and has passed the said tests and owner shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-In-Charge will issue a completion certificate, which will, however, be for such group or groups so taken over.

In order that Contractor could get a completion certificate, he shall make good will all speed any defect arising from the defective materials supplied by Contractor of workmanship or any act or omission of Contractor that may have been discovered or developed after the work or groups of works has been taken over. The period allowed for carrying out such work will be normally, one month. If any defect be not remedied within the time specified, owner may proceed to do work at Contractor's (Agency, or Firm) risk and expenses and deduct from the final bill such amount as may be decided by owner. If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by contract for completion of work, owner shall be at liberty to use work or any portion thereof in respect of which a completion certificate has been issued, provided that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of that work for the issue of completion certificate.

GC-80 SCHEDULE OF RATES :

1. The rates quoted by the Contractor shall remain firm till the completion of the work and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and risks or every kind to be taken in executing, completing and handing over the work to owner by Contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required though contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of Engineer-In-Charge as to the item of work which are necessary and reasonable for completion of the work shall be final and binding on Contractor although the same may be not shown on drawings or described specifically in contract documents.

2. The Schedule of Rates shall be deemed to include and cover the cost of all constructional plant, temporary work, materials, labour and all other matters in connection with each item in Schedule of Rates and the execution of work or any portion thereof finished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.

3. The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and

processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with obtaining material of whatsoever kind for work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Other Municipal or local Board charges if levied on material, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.

4. No exemption or reduction of custom duties, excise duties, sales tax or any other taxes or charges of the Central or State Government or of any Local Body whatsoever will be granted or obtained and all such expenses shall be deemed to have been included in and covered by Schedule of Rates. Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

5. The Schedule of Rates shall be deemed to include and cover risk on account of delay and interference with Contractor's conduct of work which may occur from any cause including orders of owner in the exercise of his powers and on account of extension of time granted due to various reasons.

6. For work under unit rate basis, no alteration will be allowed in the Schedule of Rates by reasons of work or any part of them being modified, altered, extended, diminished or omitted.

GC-81 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS:

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of Engineer-In-Charge and Contractor's authorized agent. Such measurements will be got recorded in the Measurement Book by the Engineer-In-Charge or his authorized representative and signed by the Contractor or his authorized agent in token of acceptance. If the Contractor or his authorized agent fails to be present whenever required by the Engineer-In-Charge for taking measures for every reasons whatsoever, the measurement will be taken by the Engineer-In-Charge or his authorized representative not withstanding the absence of Contractor and these measurements will be deemed to be correct and binding on the Contractor.

2. Contractor will submit a bill in approved proforma in quadruplicate to the Engineer-In-Charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-In-Charge shall verify the bill and the claim, as far as

admissible, adjusted if possible, within 10 days of presentation of the bills.

GC-82 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES :

1. All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or rejected or to be considered as an admission of the due performance of contract or any part thereof.

2. Five (5) percent of the gross R A Bill amount shall be retained from each bill as retention amount and the same will be paid with the final bill.

GC-83 NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT :

If the Contractor considers that he is entitled to extra payment or compensation or any claim whatsoever in respect of work, he shall forthwith give notice in writing to the Engineer-In-Charge about his extra payment and / or compensation. Such notice shall be given to the Engineer-In-Charge within ten (10) days from the happening of any event upon which Contractor basis such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above, within the time above specified shall be an absolute waiver thereof. No omission by owner to reject any such claim and no delay in dealing therewith shall waiver by owner or any rights in respect thereof.

GC-84 PAYMENT OF CONTRACTOR'S BILL :

1. The price to be paid by the owner to Contractor for the work to be done and for the performance of all the obligations undertaken by the Contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-In-Charge.

2. Contractor on submitting the bill thereof will be entitled to receive a monthly payment proportionate to the part thereof, approved and passed by Engineer-In-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against contractor. This payment shall be made after necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit etc. The payment shall be released to the Contractor within two (2) months of submission of the bill duly pre-occupied on proper revenue stamp. Payment due to Contractor shall be made by the owner through ECS mode in

Indian currency in the account of contractor. Owner shall not be responsible if the account number is mislaid or misappropriated by unauthorized persons.

GC-85 FINAL BILL :

The final bill shall be submitted by Contractor within one (1) month of the date of physical completion of work, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for work shall be final and binding on all parties.

GC-86 RECEIPT FOR PAYMENT :

Receipt for payment made on account of work when executed by a firm must be signed by a person holding Power of Attorney in this respect on behalf of Contractor except when described in the e-Tender as a limited company in which case the receipt must be signed in the name of the Company by one of its principal officers or by some person having authority to give effectual receipt for the Company.

GC-87 COMPLETION CERTIFICATE :

1. When the Contractor fulfils his obligation as per terms of contract, he shall be eligible to apply for Completion Certificate. Contractor may apply for separate Completion Certificate in respect of each such portion of work by submitting the completion documents along with such application for Completion Certificate.

   The Engineer-In-Charge shall normally issue to Contractor the Completion Certificate within one (1) month after receiving an application thereof from Contractor after verifying, from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents. Contractor after obtaining the Completion Certificate is eligible to present the final bill for work executed by him under the terms of contract.

2. Within one month of completion of work in all respects Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion but no certificate shall be given nor shall work be deemed to have been executed until all (i) scaffolding, surplus materials and rubbish is cleaned off site completely, (ii) until work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive and, (iii) until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-In-Charge. If Contractor shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-In-Charge may at the expense of Contractor remove such

scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit.

3. The following documents will form the completion documents:-

Technical documents according to which the work has been carried out.

b) Three sets of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer-In-Charge.

c) Completion Certificate for "Embedded" or "Covered" up work.

d) Certificate of final levels as set out for various works.
e) Certificate of test performed for various work.

f) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's store duly supported by necessary documents.

4. Upon expiry of the period of defect liability and subject to Engineer-In-Charge being satisfied that work has been duly maintained by Contractor during the defect liability period of fixed originally or as extended subsequently and that Contractor has in all respects made up any subsidence and performed all his obligations under contract, the Engineer-In-Charge (without prejudice to the rights of owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-In-Charge.

5. Final Certificate only evidence of completion:
Except the final certificate, no other certificate of payment against a certificate or on general account shall be taken to be an admission by owner of the due performance of contract or any part thereof of occupancy or validity or any claim by the Contractor.

GC-88 TAXES, DUTIES, ETC. :

1. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including GST, Duties, etc., now or hereinafter imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by Contractor.

If the Contractor is not liable to Sales Tax assessment, a certificate to that effect from the Competent Authority shall be produced without which final payment to the Contractor shall not be made No.P, 'C' and 'D' Form shall be supplied by the owner, and the Contractor shall be required to pay full tax as applicable.

2. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship.

3. Contractor further agrees to comply and to secure the compliance of all sub contractors with applicable Central, State, Municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify the hold harmless the owner from any liability or penalty which may be imposed by Central, State or local authority by reasons of any violation by Contractor or sub Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons or work provided for by this Contract by third parties or by Central or State Government authority or any administrative Sub-Division thereof.

The Sales Tax on work contract will be borne by Contractor.

GC-89 INSURANCE :

Contractor shall at his own expenses carry and maintain the reputable Insurance Companies to the satisfaction of owner as follows :

1. Contractor agrees to and uses hereby accept full and exclusive liability for compliance with all obligations imposed by the Employer's State Insurance Act, 1948 and Contractor further agrees to defend, indemnify and hold owner hardness from any liability or penalty which may be imposed by the Central or State Government or local authority by reasons of any assorted violation by Contractor or Sub-Contractor or the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor by third parties or by Central or State Government authority or any administrative Sub-division thereof.

   Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees whose aggregate remuneration is Rs.400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees contribution as per the first schedule of the Employees State

Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of Indian Employees State Insurance Accounts, the employee's contribution as required by the Act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and Contractor shall secure the agreements of the sub contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractors or sub-contractors own account. owner shall retain such sum as may be necessary from the contract value until Contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1948 have been paid.

2. **Workman's compensation and employees liability insurance:** Insurance shall be effected for all Contractors employees engaged in the performance of this contract. If any part of work is sublet, Contractor shall require the sub-Contractor to provide workman's compensation and employer's liability insurance, which may be required by owner.

3. Other Insurance required under law of regulations or by owner Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by owner.

GC-90 DAMAGE TO PROPERTY :

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or procured or being procured by owner or of other agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence of willful act or omission of Contractor, his employees, agent, representatives or sub-Contractor s.

2. Contractor shall indemnify and keep owner harmless of all claims for damage to properties other than property arising under by reasons of this agreement, such claims result from the fault and / or negligence or willful act or omission of Contractor, his employees, agents representative or sub-contractor.

GC-91 CONTRACTOR TO INDEMNIFY OWNER :

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all actions, claims, demands and liabilities whatsoever under the in respect of the breach of any of the above clauses and / or against any claim, action or demand by any workman / employee of the Contractor or any sub-contractor under any laws, rules or regulations having force of laws, including but not limited to claims against the owner under the workman compensation Act, 1923, the Employee's Provident Funds Act, 1952 and / or the contract labour (Abolition and Regulations) Act, 1970.

2. PAYMENTS OF CLAIMS AND DAMAGES : If owner has to pay any money in respect of such claims or demands aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by Contractor without any dispute not withstanding the same may have been paid without the consent or authority of the Contractor.

3. In every case in which by virtue of any provision applicable in the workman's Compensation Act, 1923 or any other Act, owner be obliged to pay compensation to workmen employed by Contractor the amount of compensation so paid, and without prejudice to the rights of owner under Section-(12) Sub-section-(2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to on to become due to the Contractor or from the security deposit. Owner will not be bound to contest any claim made under Section-(12) Sub-section-(2) of the said act except on written request of Contractor and giving full security for all costs consequent upon the contesting of such claim.

   The Contractor shall protect adjoining sites against structural, decorative and other damages that could be cased to adjoining premises by the execution of these works and make good at his cost, any such damage, so caused.

GC-92 IMPLEMENTATION OF APPRENTICE ACT 1954 :

Contractor shall comply with the provisions of the apprentice Act 1954 and the orders issued there under from time to time. If he fails to do so, it will be a breach of contract.

GC-93 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

Contractor shall comply with all the rules and regulations of the local Sanitary Authorities or as framed by owner from time to time for the protection of health and provide sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

GC-94 SAFETY CODE :

General :

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's rules as set forth herein.

1.0 First Aid and Industrial Injuries :

1.1 Contractor shall maintain First-Aid facilities for its employees and those of his sub-contractors.

1.2 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-In-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.

1.3 All injuries shall be reported promptly to Engineer-In-Charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.

2.0 General Rules :

2.1 Carrying and striking, matches, lighters inside the project area and smoking within the job site is strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, no hot work shall be permitted, without valid gas, safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-Contractor s / employees in this regard.

3.0 Contractor's Barricades :

3.1 Contractor shall erect and maintain barricades without any extra cost, required in connection with his operation to guard or protect during the entire phase of the operation of this contract for -

Excavation

Hoisting areas

Areas adjudged hazardous by Contractor's OR Owner's inspectors.

Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-In-Charge / Site Engineer.

3.2 Contractor's employees and those of his sub-contractors shall become acquainted with owner's barricading practices and shall respect the provisions thereof.

3.3 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red lantern at night.

4.0 Scaffolding :

4.1 Suitable scaffolding shall be provided for workman for all works that cannot safely be done from ladders.

When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the same

shall be given an inclination not steeper that 1 in 4 (1 horizontal and 4 vertical).

4.2 Scaffolding or staging, more than 3.6 M. (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3') high above the floor or platform or scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

4.3 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or inadequately and if the height of the platform or the gangway of the stairway is more than 3.6 (12') above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 4.2 above.

4.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fail of persons or materials by providing suitable fencing or railing whose minimum height shall be 1.0 M (3'.0").

4.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9.0 M. (30') in length while the width between the side rails in rung ladder shall in no case be less than 30 cms (12 inches) for ladder up to and including 3.0 M. (10'), in longer ladders this width would be increased at least 6 mm (1/4") for each addition 30 c.m. (1.0) of length. Uniform step spacing shall not exceed 30 cms. (12"). Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the side of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owning to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such person, or which, may be with the consent of the Contractor be paid to compromise any claim by any such person.

5.0 Excavation :

5.1 All trenches 1.2 M (4') or more in depth, shall at all time be supplied with at least one ladder.

5.2 Ladder shall be extended bottom of the trench to at least 3" above the surface of the ground. The side of the trench which are 1.5 M (5') or more in depth shall be stopped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 M (5') of the trench of half of the trench depth whichever is more. Cutting shall be done from

top to bottom. Under no circumstances, undermining or under cutting be done.

6.0 Demolition :

6.1 Before any demolition work is commenced and also during the progress of the work all roads and open area adjacent to the work site shall either be closed or suitably protected.

6.2 No electric cable or apparatus which is liable to be a source of danger shall remain electricity charged.

6.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor or other part of the building shall be so over loaded with debris or materials as to render it unsafe.

7.0 Safety Equipment :

7.1 All necessary personal safety equipment as considered necessary by the Engineer-In-Charge should be made available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

7.2 Workers employed on mixing asphaltic materials, cement and line mortars shall be provided with protective footwear and protective gloves.

8.0 Risky Place :

8.1 When the work is done near any place where there is a risk of drowning, all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

9.0 Hoisting Equipment :

9.1 Use of hoisting machines and tackles including their attachments, and storage and supports shall conform to the following standards or conditions.

9.2 These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good condition and in good working order.

9.3 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

9.4 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding.

9.5 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any

gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

9.6 In case of departmental machine, the safe work load shall be notified by the Engineer-In-Charge, as regards Contractor s machine, the Contractor shall, notify, the safety working load of the machine to the Engineer-In-Charge. Whenever the Contractor brings any machinery to site of work he should get it verified by the Engineer-In-Charge concerned.

10.0 Electrical Equipment :

Motors, gears, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances should be provided with such means when will reduce to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of any part or a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, and booths as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11.0 Maintenance of Safety Devices :

All scaffolds, ladders and other safety devices as mentioned or described herein shall be maintained in sound condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

12.0 Display of Safety Instructions :

The safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.

13.0 Enforcement of Safety Regulations :

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-In-Charge or Safety Engineer of the owner or their representatives.

14.0 No Exemption :

14.1 Notwithstanding the above clause 1.0 to 13.0 there is nothing to exempt the Contractor from the operations of any other Act or Rules in force in the Republic of India.

14.2 In addition to the above, the Contractor shall abide by the safety code provisions as per C.P.W.D. safety code framed from time to time.

GC-95 ACCIDENTS :

It shall be Contractor's responsibility to protect against accidents on the works. He shall indemnify the owner against any claim for damage or for injury to person or property resulting from, and in the course of work and also under the provisions of the workman's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as

to be likely to result in death, the Contractor shall within twenty-four hours of such accident, report in writing to the Engineer-In-Charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to person or damage to property other than that of the Contractor shall be promptly reported to the Engineer-In-Charge, stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases, the Contractor shall indemnity the owner against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the owner as a consequence of failure to give notice under the Workman's Compensation Act, or failure to conform to the provisions of the said act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable under the Workman's Compensation Act VIII of 1923 including all modification thereof, the Engineer-In-Charge may retain out of money due and payable to the Contractor such sum of sums of money as may in the opinion of Engineer-In-Charge be sufficient to meet such liability. On receipt of award from the Labour Commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

Asstt.Engineer, **Municipal Corporation** **Rajkot.**	**Dy.Ex.Engineer,** **Muni. Corporation** **Rajkot.**	**City Engineer** **Municipal Corporation** **Rajkot.**

Signature of Contractor.

Rajkot Municipal Corporation
:: TECHNICAL SPECIFICATIONS ::

Item No.1
Dismantling Cement concrete of Foundation Or Flooring

1. The work shall consist of removing, as herein after set forth; existing culverts, bridges, pavement, kerbs and other structures like guards-rails, fences, utility poles, manholes, catch basins, inlets, etc. Which are in place but interfere with the new construction or are not suitable to remain in place and of salvaging and disposing of the resulting materials and back-filling the resulting trenches and pits.

2. Existing culverts, bridges, pavements and other structures which are within the highway and which are designated to be removed, shall be removed up to the limits and extent specified in the drawings or as indicated by the Engineer-in-charge.

3. Dismantling and removal operations shall be carried out with such equipment and in such a manner as to leave undisturbed, adjacent pavement, structures and other work to be left intact.

4. All operations necessary for the removal of any existing structure which might endanger new construction shall be completed prior to the start of new work.

5. The structures shall be dismantled carefully and the resulting materials so removed as not to cause any damage to the serviceable materials to be salvaged, the part of structure to be retained and any other properties or structures nearby.

6. Unless otherwise specified, the superstructure portion of culverts / bridges shall be entirely removed and other parts removed to below the ground level or as necessary depending upon the interference they cause to the new construction. Removal of overlying of adjacent material if required in connection with the dismantling of the structures shall be incidental to this item.

7. Where existing culverts / bridges are to be extended or otherwise incorporated in the new work only such part or parts of the existing structure shall be removed as are necessary to provide a proper connection to the new work. The connecting edges, shall be cut, chipped and trimmed to the required lines and grades without weakening or damaging any part of the structure to be retained. Reinforcing bars which are to be left in place so as to project into new work as dowels or ties shall not be injured during removal of concrete.

8. Pipe culverts shall be carefully removed in such a manner as to avoid damage to the pipes.

9. Steel structures shall unless otherwise provided be carefully dismantled in such a manner as to avoid damage to members thereof. If specified in the drawing or directed by the Engineer-in-charge that structure is to be removed in a condition suitable for re-erection, all members shall be match marked by the contractor with white lead paint before dismantling. End pins, nuts, loose, plates, etc. shall be similarly marked to indicate their proper location. All pins, pin holes and machined surfaces shall be painted with a mixture of white lead

and tallow and loose parts shall be securely wired to adjacent members or packed in boxes.

10. Timber structures shall be removed in such a manner as to avoid damages to such timber or lumber as is designated by the Engineer-in-charge to be salvaged.

11. In removing pavements, kerbs, gutters, and other structures, like guard rails, fences, manholes, catch, basins, inlets etc. where portions of the existing construction are to be left in the finished work, the same shall be removed to an exiting joint or cut and chipped to a true line with a face perpendicular to the surface of the existing structure. Sufficient removal shall be made to provide for proper grades and corrections with the new work as directed by the Engineer-in-charge.

12. All concrete pavements base course in carriageway and shoulders etc. designated for removal shall be broken to pieces whose volumes shall not be. exceed 0.02 cubic meter and, stockpiled at designated locations if the material is to be used later or otherwise arranged for disposal as directed.

13. Where directed by the engineer-in-charge holes and depressions caused by dismantling operations shall be backfilled with excavated or other approved material and thoroughly compacted in line with surrounding area.

14. All materials obtained by dismantling shall be the property of Government. Unless otherwise specified, materials having any salvage value shall be placed in neat stack of like material within the right-of-way as directed by the Engineer-in-charge, for which contractor will remain responsible for its safe custody and preservation for 60 days after recording measurements of the salvaged material.

15. Pipe culverts that are removed shall be cleared and neatly piled on the right-of-way at points designated by the Engineer-in-charge.

16. Structural steel removed from old structure shall, unless otherwise specified or directed be stored in a neat and presentable manner on blocking in locations suitable for loading. Structures or portions thereof which are specified in the contract for re-erections shall be stored in separate piles.

17. Timber of lumber from old structures which is designated by the Engineer-in-charge as materials to be salvaged shall have all nuts and bolts removed from and shall be stored in neat piles in locations suitable for loading.

18. All the products of dismantling operations which in the opinion of the Engineer-in-charge cannot be used or auctioned shall be disposed as directed, within 100 meters.

19. The work of dismantling structure shall be paid for in units indicated below by taking measurement before and after, as applicable;

    i) Dismantling cement concrete of foundation Cubic Meter

or flooring

20. The contract unit rates for the various items of dismantling shall be for payment in full for carrying out the required operations including full compensation for all labor, materials, tools equipment, safeguard and incidentals necessary to complete the work. These will also include excavation and backfilling where necessary and for handling, salvaging, pilling and disposing of the dismantled material within all lifts and up to a lead of 90 meters.

Item No.2 and 3:
Earth work in cutting including preparing the slope and stacking or utilizing the cutting stuff in bans as directed up to RMC limit from the end of cutting with all leads and lift.

The land with required for the road way shall be cleared of all trees having a girth of 30 cms and less, loose stones, vegetation, bushes, stumps and all other objectionable materials. The roots of trees and stumps shall be removed to a depth of 30 cms below the grade of formation and slope of excavation filled up with excavated materials and compacted. All the materials cleared will be the property of Rajkot Municipal Corporation.

After clearing the site, the alignment of the road shall be properly set out true to lines, curves, grades and sections as shown on plan or directed by the engineer-in-charge. The contractor shall provide all labour and materials such as lime, strings, pegs, nails, bamboos, stone mortal, concrete etc. required for setting out alignment establishing bench marks and giving profiles. The contractor will be responsible for maintaining BM alignments, and other stakes and marks.

The excavation shall be finished neatly smooth and evenly to correct lines, curves, grades if loose shall be scarified watered and compacted. The contractor shall on no account excavate beyond the slope or below the specified level or outside the section. It shall not be paid for and the contractor shall be required to fill up at his own cost with good and approved material by engineer in charge.

All necessary traffic arrangement is to be done by contractor. No extra will be paid for this.

After Refilling the pipe / chamber trenches by the excavated stuff is 15 cm thick layer, including ramming, watering and consolidating up to possible extent as specified in excavation & refilling item, the surplus stuff shall be disposed off at the following sites as directed within the prescribed limits of Notification as directed by the engineering in charge.

1. Beside Kotharia Police Station near Stone Quarry
2. All Quarry areas of Raiya Smart City

The excavated material of black cotton soil and other useful materials should be stacked at the location specified by the engineer in charge at no extra cost.

If the contractor fails to dispose the excavated stuff as specified, penalty will be imposed by Rajkot Municipal Corporation as per the Notification for C&D waste,

After refilling surplus earth shall have to carted by the contractor within specified limit including loading transporting unloading spreading.

The payment shall be made at Rs.12.00 per square meter basis for for excavation up to 20 cm depth. Beyond 20 cm depth, the payment shall be made at Rs.0-50 per square meter per every 5 cm additional depth for additional excavation upto 45 cm and beyond 45 cm to 75 cm the payment shall be made at Rs.72/- per cubic meter basis.

Item No.4

A) Supplying of hard murrum binding material.

B) Spreading bindage or road crust filling the gaps in metal and leveling to camber and gradient and directed murrum.

A) Material for the purpose shall be approved quality. Any material which is found inferior shall be rejected and contractor shall remove such rejected material from the site at his own cost.

The material shall be got approved by the City Engineer prior to collection on the site. It shall be free from all rubbish, dust and any organic materials as well as clouds of black cotton soils.

For road work, complete stocking of materials as per requirements shall be carried out 200 m length or as per condition of site or as per instructions of site incharge before spreading. The stacks of materials shall be got cross checked by Dy.Ex.Engineer as per rules before spreading.

Where any doubt exists as whether quantity of stacking of murrum corrected by contractor, no extra payment shall be claimed by contractor. If the quantity of murrum in any stack found less than standard measurement viz; 1.5 cmt. The entire shall be paid on the basis of the quantity so found.

The payment shall be on cubic meter basis without deduction for voids. The contractor shall maintain all stacks in regular and proper size till whole material shall not measure and finally accepted by the department.

The rates includes cost of collection, conveyance to the site with all lead and lift and filling the boxes including all labours, tools, equipment and other expenses. The rates quoted are inclusive of all such tools, duties, royalties, taxes etc.

B) Spreading of material shall be started after the full supply in particular length is collected, measured and recorded. Permission of Engineer in-charge shall be obtained before spreading. It shall be seen that formation is dressed to required camber and grade. If the murrum is to be spread over the metaled surface then the spreading shall be uniform and as it has to act as binding surface. It shall be used for filling the interstices of metal and forming a smooth running surface as far as possible. Murrum bindage shall be spread evenly with a twisting motion of the baskets. No more murrum shall be used than specified as bindage. The contractor shall do good all unevenness, depression, projection etc. during consolidation work. Rate of these items includes all these operation except consolidation. **Also, the work is to be carried out with Mini Roll / Road Roller / Hand Roll as may be required for the work as per the requirement and instructions of engineer in charge.** The payment shall be made on cubic meter basis.
The testing of material is to be carried out by the Agency at his own cost.

Item No.5
Supply and laying of machine crushed aggregate of 25-38 mm

M.C. metal shall be of approved quarry and it should be approved by the In-charge Site Engineer prior to collection.

The M.C. metal shall be hard, tough, sound, durable, black trap field metal of close texture, with the decay and weathering. Each piece of the stone shall be angular and roughly cubical in shape and round elongated or flaky material shall be rejected. No round or oblong pebbles or at guar chips larger or smaller than specified size shall be allowed.

All unsound, weathered or disinclined stone obtained from the upper surface layer of the quarry or other layer of boulders shall be rejected. The physical requirement for standard size metal shall conform to the test results indicated in Table No.1, The M-C. metal shall be is nearly uniform in size as possible and shall conform to following minimum requirements of passing through the rinqs.

The physical requirement for standard size metal shall conform to the test results indicated in the Table No.1 below :

Table No.1

Type of Const.	Test Method	Requirement
Base (a) Los Angelos abrasion Value Or	IS: 2386 Part iv	50 % (Max.)
Aggregate Impact Value.	IS 2386 Part iv or IS :5640	40 % (Max.)
(b) Flakiness index & Elongation Index	IS :2386 Part I	30 % (Combined.)
(c) Water Absorption	IS: 2386 Part-3	2% (Max.)

Table No.2

Grading No.	Size Range	IS Sieve Designation	Per cent by weight passing
2	25 mm to 38 mm	90 mm	100
		63 mm	90-100
		53 mm	25-75
		45 mm	0-15
		22.4 mm	0-5

Wherever and doubt exists as to whether the above requirement are satisfied in whole or part. The collection of M.C. metal shall be got screened by the contractor, it so ordered by the In-charge Site Engineer and for which no extra payments shall be claimed by the contractor.

Any collection which does not fully satisfy the above requirements is liable to be rejected altogether. Frequency of test shall be as per Ministry of Surface Transport Specifications.

Agency has to submit complete drawing of leveling after each layer of work as mentioned in Special Conditions of Contract.

Also, the work is to be carried out with Mini Roll / Road Roller / Hand Roll as may be required for the work as per the requirement and instructions of engineer in charge.

The measurements shall be taken on cubic meter basis.

Item No.6
Supply and fixing of CC precast interlocking rubber mould paving block 60 mm thick (m-30) To be supplied and fixed as instructed with concreting 1:2:4 the end block with curing, Bedding with black stone powder. And etc. Complete (ISI MARK)

Scope work:

The scope of work includes supplying and lying of precast paver blocks having **ISI Mark** at site, as mentioned in the Item. All relevant provisions of IS 15658:2006 shall apply. Laying of paver blocks at site as per requirement in technical specification, within shortest possible time. The site is public place hence care should be taken to ensure that the routine activities shall not be disturbed. The job of laying may required to be carried out during night also. The work shall be executed in perfect line and level as per instructions of Engineer in charge. Colored concrete paver blocks shall be manufactured as per specifications using approved color pigment. The color shade shall be as selected by employer before commencement of the work. The contractor shall guarantee that all material and components designed, fabricated, supplied and laid by him shall be free from any type of defect due to faulty material and/Workmanship/erection For a period of One year from the date of completion of work.

1.0 MATERIALS

1.1 **Cement and Cement Admixtures**

1.2 **Aggregates**

1.2.1 ***Coarse Aggregates***

1.2.1.1 Coarse aggregates shall comply with the requirements of IS 383. As far as possible crushed semi-crushed aggregates shall be used. For ensuring adequate durability, the aggregate used for production of blocks shall be sound and free of soft or honeycombed particles.

1.2.1.2 Other types of aggregates such as slag and crushed, over-burnt brick or tile which maybe found suitable with regard to strength, durability of concrete and freedom from harmful effects may be used in preparation of concrete for production of paver blocks. However such aggregates shall not contain more than 0.5 percent of sulpltates as SOJ and shall not absorb more than 2 percent of their own mass of water.

1.2.1.3 Heavy weight aggregates or light weight aggregates such as bloated clay aggregates and sintered fly ash aggregates may also be used provided the purchaser is satisfied with the data on the properties of concrete made with them.

1.2.1.4 The nominal maximum size of coarse aggregates used in production of paver blocks shall be 12 mm.

1.2.2 ***Fine Aggregates***

Fine aggregates shall conform to the requirements of IS 383. Both river/quarry sand and stone dust meeting the requirements can be used.

1.3 Admixtures

Admixtures, when used shall conform to IS 9103. Previous experience with and data on such materials should be considered in relation to the specified standards of mechanization, supervision and workmanship in production of blocks. They may be added for specific requirements without affecting other quality parameters.

1.4 **Pigments**

1.4.1 Synthetic or natural pigments maybe used in concrete mix to obtain paver blocks with desired shades of colours. The pigment used should result in durable colours of paver blocks. It shall not contain matters detrimental to concrete. Pigments, either singly or in combination, conforming to the following Indian Standards may preferably be used:

Pigments	***Relevant Indian Standard***
Black or Red or Brown pigment	IS 44
Green pigment	IS 54
Blue pigment	IS 55
or	IS 56
White pigment	1S 411
Yellow pigment	IS 50

Pigment quantity to be restricted to a maximum of 9 percent by weight of cement content. The pigment should be finer than the cement (Fineness value between 2-15 m^2/kg).

1.4.2 The pigments shall not contain zinc compounds or organic dyes.

1.4.3. Lead pigments shall not be used unless otherwise specified by the purchaser.

1.5 Water

The water used in production of paving blocks shall conform to the requirements specified in IS 456.

2 PHYSICAL REQUIREMENTS

2.1 General

2.1.1 The physical requirements of paver blocks are categorized into two groups, namely:

a) Obligatory requirements shall be for ensuring durability of pavements constructed with paver blocks as well as obtaining better levels of service in block paving work, and

b) Optional requirements shall be as per the specific demands of the purchaser. These are described in 6.2 and 6.3.

2.1.2 All paver blocks shall be sound and free of cracks or other visual defects which will interfere with the proper paving of the unit or impair the strength or performance of the pavement constructed with the paver blocks.

2.1.3 When two layer paver blocks are manufactured there shall be proper bonding between the layers. Delamination between the layers shall not be permitted. The compressive strength of the two layer blocks shall meet the specified requirements.

2.1.4 When paver blocks with false joints, surface reliefs or projections are supplied, the same shall be specified. Also, the surface features shall be well formed and be devoid of any defects.

2.2 **Obligatory Requirements**

2.2.1 ***Visual Inspection***

Visual inspection of quality of paver blocks shall be carried out in natural daylight, prior to the tests for other properties. The inspection shall be conducted by the purchaser and the manufacturer jointly at a location agreed to between them, normally at the site or factory. Visual inspection shall be conducted as per 7.1.

NOTE— When efflorescence occurs and it is not deleterious to the performance of the blocks in use and is not considered significant.

2.2.2 ***Dimensions and Tolerances***

2.2.2.1 The recommended dimensions and tolerances for paver blocks, measured as per the method in Annex B, are given in Table 2. Minimum block thickness shall be 50 mm and maximum 120 mm. The thicknesses 60 mm, 80 mm, 100 mm and 120 mm will be considered as standard thicknesses under this specification.

2.2.2.2 All blocks manufactured to meet this specification shall have arris/chamfer as per the dimensions and tolerances given in Table 2.

2.2.3 ***Thickness of Wearing Layer***

When paver blocks are manufactured in two layers, the wearing layer shall have minimum thickness as specified in Table 2. The thickness of the wearing layer shall be measured at several points along the periphery of the paver blocks. The arithmetic mean of the lowest two values shall be the minimum thickness of the wearing layer.

2.2.4 ***Water Absorption***

The water absorption, being the average of three units, when determined in the manner described in Annex C, shall not be more than 6 percent by mass and in individual samples, the water absorption should be restricted to 7-percent.

2.2.5 ***Compressive Strength***

2.2.5.1 Compressive strength of paver blocks shall be determined as per the method given in Annex D. Paver block strength shall be specified in terms of 28 days compressive strength. In case the compressive strength of paver blocks is determined for ages other than 28 days, the actual age at testing shall be reported. The average 28 days compressive strength of paver blocks shall meet the specified requirement. Individual paver block strength shall not be less than 85 percent of the specified strength. In case blocks of age less than 28 days are permitted to be supplied, correlation between 28 days strength and the strength at specified age for identified batch/mix of blocks shall be established.

2.2.5.2 The specified average 28 days compressive strengths of different grades of paver blocks are given in Table 3 and the minimum specified strengths of individual paver blocks are given in 6.2.5.1.

Table 2 Recommended Dimensions and Tolerance for paver Blocks
(Clauses 6.2.2.1, 6.2.2.2, 6.2.3 ***and 9.*** 1.2)

Sr No	**Dimensions**	**Measurement method, Ref. to**	**Recommended Values**	**Tolerance limit for paver block**	
				Thickness < 100 mm	**Thickness ≥ 100 mm**
1	**2**	**3**	**4**	**5**	**6**
i)	Width,W	Annex-B	To be specified by manufacturer	± 2 mm	± 3 mm
ii)	Length, *L*	Annex-B	To be specified by manufacturer	± 2 mm	± 3 mm
iii)	Thickness, T	Annex-B	50 to 120 mm	± 3 mm	± 4 mm
iv)	Aspect ratio (L/T)	Annex-B	Maximum : 4.0	+ 0.2	+ 0.2
v)	Arris/chamfer	Annex-B	Maximum : 5.0 Maximum : 7.0	± 1 mm	± 1 mm
vi)	Thickness of wearing layer	6.2.3	Maximum : 6.0	± 2 mm	± 2 mm
vii)	Plan area, A_{SP}	Annex-B	Maximum: 0.03 m^2	+ 0.001 m^2	+ 0.001 m^2
viii)	Wearing face area, A_{SW}	Annex-B	Minimum 75 percent of Plan Area	-1 percent	-1 percent
ix)	Squareness	Annex-B	Nil	± 2 mm	± 3 mm

Table 3 Compressive Strength Requirements of Concrete Paver Blocks
(Clauses 6.2.5.2 and 9.1 .4)

Sr.No.	Grade of paver blocks	Minimum average 28 days compressive strength N/mm^2
1	2	3
i)	M-30	≥ f_{ck} + 0.825 x established standard deviation (rounded off to nearest 0.5 N/mm^2
ii)	M-35	
iii)	M-40	
iv)	M-50	
v)	M-55	

2.2.6 ***Abrasion Resistance***

The abrasion resistance of paver blocks should be determined as per the method given in Annex E. It may be specified the limits to the test results, which should be complied with by the manufacturer.

2.3 **Optional Requirements**

2.3.1 ***Tensile Splitting Strength***

The tensile splitting strength of paver blocks should be determined as per the method given in Annex F. When required by the purchaser, the test values for tensile splitting strength of paver blocks may be specified by the manufacturer.

2.3.2 ***Flexural Strength/Breaking Load***

The flexural strength/breaking load of paver blocks should be determined as per the method given in Annex G. When required by the purchaser, the test values for flexural strength breaking load of paver blocks may be specified by the manufacturer.

2.3.4 ***Colour and Texture***

When required, the colour and texture of paver blocks should be mutually agreed to between the purchaser and the manufacturer.

3 TEST METHODS

3.1 Visual inspection shall be conducted by first examining each paver block from a sample lot for any elimination. The blocks shall then be laid out on a level floor in any desired paving pattern, approximately covering a square area of $1m^2$. Any visual defects of paver blocks, including cracks and flaking, shall be recorded by observing the paved blocks flom a distance of approximately 2 m from each edge of the paved area. The texture and colour of the paver blocks shall be compared with the manufacturer's tie samples supplies earlier to the purchaser.

3.2 Tests other than for visual aspects shall be carried out in a laboratory agreed to between the purchaser and the manufacturer. Wherever applicable, calibrated equipment shall be used for tests.

3.3 Compliance with the obligatory physical requirements laid down in 6.2 shall be ensured by conducting tests as described in Annexes B to E.
Compliance with optional physical requirements laid down in6.3 shall be ensured by conducting tests as described in Annexes F to H.

3.4 Unless otherwise specified in the enquiry or order, the cost of the tests shall be borne as follows:

4 SAMPLING

4.1 The paver blocks selected for testing shall be representative of the consignment, the points of selection being evenly distributed through the consignment.

4.2 The number of blocks to be sampled from each batch for each test shall be as given in Table 4.

Table 4 Sampling Requirements
(Clause 8.5)

Sr No	**Property**	**Requirement Ref to C1 No.**	**Test method Ref to**	**Number of paver blocks for test**	
				Quality assurance by Third Party	**Quality assurance by Manufacturer / Purchaser**
1	**2**	**3**	**4**	**5**	**6**
i)	**Visual** Inspection	6.2.1	7.1	8[2)]	4(16)[2)]
ii)	Dimensions	6.2.2	Annex B	8[2)]	4(16)[2)]
iii)	Thickness of wearing layer[3)]	6.2.3	6.2.3.	8[2)]	4(16)[2)]
iv)	Water absorption	6.2.4	Annex C	3	3
v)	Compressive strength	6.2.5	Annex D	8	4(16)
vi)	Tensile splitting strength	6.3.1	Annex E	8	4(16)
vii)	Flexural strength / breaking load	6.3.2	Annex F	8	4(16)
viii)	Abrasion resistance	6.2.6	Annex G	8	4(16)

1) The number within brackets is the number to be sampled to avoid secondary sampling from the batch if on -the basis of the conformity criteria, additional blocks are required to be tested to assess conformity.
2) These blocks may be used for subsequent test.%

4.6 The sample paver blocks shall be marked for future identification of the consignment it represents. The block shall be kept under cover and protected from extreme conditions of temperature, relative humidity and wind till they are required for test. The test shall be undertaken as soon as practicable after the sample has been taken.

5 ACCEPTANCE CRITERIA

5.1 **Obligatory Requirements**

5.1.1 The lot shall be considered as conforming to the requirements of this specification if the conditions mentioned in 9.1.2 to 9.1.4 are satisfied.

5.1.2 The sampled blocks tested for dimensions, aspect ratio, chamfer, plan area, wearing face area, deviation from squareness, and, in the case of two layer blocks, thickness of wearing layer shall meet the tolerance limit specified in Table 2. Blocks with visual defects with sample lot shall not be more than three.

5.1.3 For water absorption, the mean value of 3 samples determined shall be not more than the maximum limit specified in 6.2.4.

5.1.4 The 28 days compressive strengths and tolerance of 8 numbers of paver blocks manufactured as per the grades of paver blocks recommended in Table 1 shall be as given in Table 3.

5.2 **Optional Requirements**

Acceptance criteria for optional requirements shall be as per mutual agreement by the purchaser and manufacturer.

Care should be taken to see that single sized sands with excessive amount of fines or plastic fines should not be used. The shape of sand particles should preferably be sharp rather than rounded. Since the sharp possess higher strength and resist the migration of sand from under the block to less frequently trafficked areas. Even though sharp sands are relatively more difficult to compact than rounded sands, the use of sharp sands should be preferred for the more heavily trafficked pavements. The beddings and should be free of deleterious materials.

If necessary to restrict fines (silt and/or clay) to 10 percent, since excessive fines make joint filling very difficult. Similarly, it is not advisable to use cement in thejoint filling sand which will not only make it difficult to completely fill the joints but would also adversely affect the desired flexibility characteristics of the paving block layer. The joint filling sand should be as dry as possible; otherwise complete filling of joints will be difficult. To overcome the problem of efflorescence on the surface of paving block layer, the joint filling sand should be washed to remove soluble salts.

Preparation of Subgrade: This is the foundation layer on which the block pavement is constructed. The prepared subgrade should be graded and trimmed to a toerance of ± 20 mm of the design levels, and its surface evenness should have a toerance of within 15 mm under a 3 m straight edge.

Placing and screeding of bedding sand:
The thickness of the sand bed after compaction should be in the range of 20-40 mm, whereas, in the loose form it can be 25 to 50 mm. It is preferable to restrict the compacted thickness to 20-25 mm to reduce the risk of any localized precompaction, which would affect the final block surface level. Bedding sand should not be used to fill up local depressions on the surface of a base or sub base. The depressions should be repaired in advance before placing sand.

Sand to be used should be uniformly in loose condition and should have a uniform moisture content. Best moisture content is that when sand is neither too wet nor

too dry and have a value of 6 to 8 percent. Requirement of sand for a day's works should be prepared and stored in advance and covered with tarpaulin or polythene sheets.

The processed sand is spread with the help of screed boards to the required thickness. The screed boards are provided with nails at 2-3 m apart which when dragged gives the desired thickness. The length of nail should take into account the surcharge to be provided in the uncompacted thickness. Alternatively, the screed can be dragged on edge strips kept on both sides as guide. The sand is subsequently compacted with plate vibrators weighing 0.6 tonnes or more. Level checks shall be carried out on a grid pattern to establish that the desired level is achieved. Local correction can be done either by removing or adding extra sand followed by levelling and compacting the layer. There will be some settlement of sand after the blocks are placed and compacted, which must be allowed for, while fixing the level of sand bed.

The blocks will settle after trafficking in such a manner that the surface profile becomes parallel to base / sub base profile. Sand bed assumes uniform thickness under moving loads.

Laying of Blocks:
Blocks can be laid generally by manual labour but mechanical aids like hand-pushed trolleys can expedite the work.

Normally, laying should commence from the edge strip and proceed towards the inner side. When dentated blocks are used, the laying done at two fronts will create problem for matching joints in the middle. Hence, as far as possible, laying should proceed in one direction only, along the entire width of the area to be paved.

While locating the starting line, the following should be considered:

- On a sloping site, start from the lowest point and proceed uphill on a continuous basis to avoid downhill creep in complete areas.
- In case of irregular shaped edge restraints or strip, it is better to start from straight string line.
- Influence of alignment of edge restraints on achieving and maintaining laying bond

Compaction:
For compaction of the bedding sand and the blocks laid over it, vibratory plate compactors are used over the laid paving units; at least two passes of the vibratory plate compactor are needed. Such vibratory compaction should be continued till the top of each paving block is level with its adjacent blocks. It is not good practice to leave compaction till end of the day, as some blocks may move under construction traffic, resulting in the widening of joints and corners contact of blocks, which may cause spalling or cracking of blocks. There should be minimal delay in compaction after laying of the paving blocks to achieve uniformity of compaction and retention of the pattern of layer; however, compaction should not proceed closer than 1 m from the laying face exception after completion of the pavement.

During the vibratory compaction of the laid blocks, some amount of bedding sand will work its way into the joints between them; the extent sand getting worked up in to the joints will depend on the degree of pre-compaction of sand and the force applied by the block compactor. Standard compactors may hve a weight of about 90 kg, plate area of about 0.3 m^2 and apply a centrifugal force of about 15 kN, while heavy duty compactors may weigh 300-600 kg, have a plate area of about

0.5-0.6 m^2 and apply a centrifugal force of 30-65 kN. Where the bedding sand has been pre-compacted and for heavily trafficked block pavements, heavy duty compactors should be used. After compaction by vibratory plate compactors, some 2 to 6 passes of a vibratory roller (with rubber coated drums or those of static weight less than 4 tonnes and nominal amplitude of not more than 0.6 mm) will further help in compaction of bedding sand and joint filling.

Joint Filling:
The importance of complete joint filling cannot be over-emphasised. Unfilled or partially filled joints allow blocks to deflect, leading to loose blocks possibly spalling the edges and a locally disturbing bedding sand layer.

After the compaction of the bedding sand has been completed (and some bedding sand has been forced up in the joints between blocks) the joints should be completed filled with sand meeting the desired specifications. The joint filling sand should be stockpiled at suitable locations for convenience. There should be minimum delay in joint filling the process should in any case, be completed by the end of the day's work.

The operation of joint filling comprise of spreading a thin layer of the joint filling sand on the block surface and working the sand into each joint by brooming. Following this, a far passes of heavy plate compactor are applied to facilitate fine sand to fill the joints. The sand should be broomed or spread over the surface with a small surcharge.

Dry sand and dry blocks are best for the filling of joint, as damp sand tends to stick at the very top of the joints; also, if the blocks is wet and the sand dry, the sand will again stick at the joint top. Hence, if either the blocks or sand are wet, one may get a false impression of the joints being full, but the next rain will reveal that they are actually hollow. If the weather does not allow sand and blocks to be dry, the joint filling sand should be washed in by light sprinkling of water. In this case, several cycles of application of sand, water sprinkling and plate compaction will be necessary to completely fill the joints.

Opening of Traffic:
Until all the joints are completely filled, no traffic should be permitted over the block pavement. In case of lime or cement treated layers in the pavement, it must be ensured that these are given at least 14 to 7 days respectively to cure, before traffic is permitted. The block pavement should be inspected frequently, to ensure that any incompletely filled joints, exposed by traffic and / or weather are promptly filled. Such frequent inspection should be continued till dust and detritus from the roadway tightens the surface of the joints.

Laying and Surface Tolerance:
While the laying, the surface tolerance, given below may be observed:

Layer / Item	**Tolerance**
Subgrade	+0, -25 mm of nominated level
Select Subgrade / Sub-base	+0, -20 mm of nominated level
Base course	+0, -10 mm of nominated level 10 mm deviation from a 3 m straight edge
Plan deviation: from any 3 m line from any 10 m line	 10 mm (Maximum) 20 mm (Maximum)
Vertical deviation from 3 m line at kerbs intrusions, channels, edge restraints elsewhere	+ 3 mm, -0 mm

Maximum difference in surface level between adjacent paving units.	+ 10 mm, -15 mm
Deviation of finished surface level from designated level	+ 10 mm, -15 mm
Joint width range	2 mm to 4 mm
Percentage of joints outside range	10% max. along 10 m line
Nominal joint width	3 mm

Laying of concrete paving blocks:
Laying of the blocks shall be done, precisely at the indicated level and profile and in a way that a good surface draining to the gulley chambers is assured.

Around gulley chambers and inspection pits the pavement shall have a level of 5 mm higher than the above mentioned elements.

The blocks shall be laid to the pattern directed by the Engineer or the pattern recommended by the designer. The blocks shall be laid as tight as possible to each other. The maximum joint width shall be limited to 4 mm
Laying of broken blocks is not allowed except along connections or edges. The maximum length of a purpose broken block is 100 mm. Breaking of the blocks shall be done with a "block splitter" or a mechanical saw.
Fine angular sand as per specification shall be brushed into the joints, and thereafter compaction shall be done with a vibrating plate compactor on a clean surface. After compaction, again fine angular sand shall be brushed in to the joints.

Field Laboratory Tests:

Necessary field / laboratory tests shall be carried out by the contractor while executing the work at his own cost.
The field / laboratory tests may be conducted in an Engineering College / approved technical institution as directed by the engineer in charge.
The agency shall have to carry out the testing for paving block at Government approved laboratory at his own cost and submit the test report to this office or other relevant provisions of IS:15658-2006 shall apply. The agency shall have to carry out the testing of paving blocks as per the instructions and in the presence of the engineer-in-charge.

Item No.7
Raising of Manhole from road level.
The work of raising of drainage manhole is to be carried out from the road level as per the instructions of engineer in charge. During the work, dismantling of asphalt, Excavation, masonary, plaster, Coping of frame cover, road level finishing, removing of rubbish from manhole and lifting of additional rubbish etc. is to be carried out and complete the whole work to the satisfaction of engineer in charge.
The rate shall be for a unit of one number basis.

Item No.8:
Removal of old interlocking paving block:

The work of removal of interlocking block shall have to be carried with due care at the place where as instructed and as per requirement of work including cleaning and clearing the site as instructed thereby utilizing the interlocking blocks if required at site as per the instructions of site Engineer. The whole work of removal of interlocking block should be carried out such that no damage occurs to the same. The transportation of removed material should be removed from site by loading, unloading, stacking in Tractor as instructed and dumped in designated area as directed by the engineer in charge.

The payment will be made for a unit of square meter.

Item No.9:
Fixing of old interlocking paving block:

The work of fixing of old interlocking block shall have to be carried with due care at the place where as instructed and as per requirement of work including cleaning and clearing the site as instructed thereby utilizing the interlocking blocks if required at site as per the instructions of site Engineer. The whole work of fixing of interlocking block should be carried out such that no damage occurs to the same..

The payment will be made for a unit of square meter.

Addl.A.E. R.M.C.	Dy.Executive Engineer R.M.C.	City Engineer R.M.C.

Signature of Contractor:

GENERAL TECHNICAL GUIDELINE

1.0 All the items occurring in the work and as found necessary during actual execution shall be carried out in the best workman like manner as per specifications and the written order of the Engineer in charge

1.1 Extra Claim in respect of extra work shall be allowed only if such work is ordered to be carried out in writing by the Engineer in charge

1.2 The contractor shall engage a qualified Engineer for the Execution of work who will remain present for all the time on site and will receive instructions and orders from the Engineer in charge or his authorized representative. The instruction and orders given to the contractor representative on site shall be considered as it given to the contractor himself.

1.3 The work order book as prescribed shall be maintained on the site of the work by the contactor and the contractor shall sign the orders given by the inspecting offers and shall carry out them properly.

1.4 Quantities specified in the tender may very at the time of actual execution and the contractor shall have no claim for compensation on account of such variation

1.5 Unexcavated lengths shall be left wherever required and so directed by the Engineer in charge during the currency of the contract and shall be tackled. If required, before completion of work.

1.6 Diversion of road, if necessary, shall be provided and maintained during the currency of the contract by the contractor at his cost.

1.7 Figured Dimensions of drawing shall supersede measurements by scale, special dimensions or directions in the specifications shall supersede all other dimensions.

1.8 The contractor shall be responsible to take regular level on the approved alignment before actually starting the work The levels shall be commence to the G.T.S. levels and shall be got approved from the Engineer in charge

1.9 If the arrangement of temporary drainage or waterway is required to be made during any work of this Contract, this shall be made by the Contractor without claiming any extra cost.

2.0 The rates are inclusive of dewatering, if required.

3.0 Testing of the materials like Paving Blocks, Sand, Field Metal, Aggregate, etc. should have to be tested periodically as suggested by the Engineer-incharge at Government approved material testing Laboratory and testing charges for the same has to be borne by the contractor.

Addl.Asst.Engineer Rajkot Muni. Corporation	Dy.Ex.Engineer Rajkot Muni. Corporation	City Engineer Rajkot Muni. Corporation

Signature of contractor

Bidders are required to fill up all blank spaces in this Bid Form

The Commissioner
Rajkot Municipal Corporation
Dr. Ambedkar Bhavan
Dhebar Road
Rajkot

Dear Sir,

SUB : Providing and fixing of interlocking paving block work at Giriraj Hospital Main Road (150 Feet Ring Road to Satya Sai Road) in Ward No.8

Having visited the site and examined the Bid Documents, Drawings, Conditions of Contract, Specifications, Schedules, Annexures, Preamble to Price Schedules, Price Schedules etc. including Addenda/Amendments to the above, for the execution of the above Contract, we the undersigned offer to carry out as given in Conditions of Contract and in conformity with the Drawings, Conditions of Contract, Specifications, Preamble to Price Schedules, Price Schedules, Annexures, Bidding Documents, including Addenda Nos._____(insert numbers) for _____%age (in figure) _____ (in words) below / above than the rates given in Price Schedule.

2. I / We agree that

(a) if we fail to provide required facilities to the Employer's representative or any other person/agency by the employer to perform on his behalf for carrying out the inspection and testing of materials and workmanship

or

(b) if we incorporate into the Works, materials before they are tested and approved by the Engineer's representative

or

(c) if we fail to deliver raw water of required quantity according to the conditions/stipulations of the Contract, the Engineer will be at liberty to take any action including termination of Contract and impose at his absolute discretion any penalties, and/or reject the work.

3. We undertake, if our Bid is accepted, to complete and deliver the Works in accordance with the Contract within the time limit as described in the tender document, from the date of Work order issued to us by you.

4. We agree to abide by this Bid for a period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5. In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement with you incorporating the conditions of Contract thereto annexed but until

such agreement is prepared this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

6. We agree, if our Bid is accepted, to furnish Performance Bond/Security in the forms and of value specified in the Conditions of Contract of a sum equivalent to 5% of the Contract price for due performance of the Contract.

7. We have independently considered the amounts of liquidated damages shown in Appendix to Bid and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the Work not being completed by us in time.

8. I/We agree to pay the Government Income-Tax, CGST, SGST, Sales Tax on contraction, Labour Cess, Professional Tax and Other Taxes prevailing from time to time on such items on which the same leviable and the rates quoted by me/us are inclusive of the same.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____day of_____ 2020.

_____
(Signature)

_____
(Name of the person)

_____
(In the capacity of)

Company Seal

_____
(Name of firm)

Duly authorised to sign Bid for and on behalf of
(Fill in block capitals)

_____
_____
_____

Witness

Signature _____
Name _____
Address _____
_____

ADDITIONAL CONDITIONS

1. The contractor shall have to provide his own level instrument for this work.

2. The safety of the traffic is the prime important factor. Along the trenches on both the side, a hump of excavated stuff shall have to be provided till the work is got completed. However, where there is no defined road, in such area, the fencing/ lighting etc., requires to be provided as per clause 1.1.15. Sign Board shall have to be provided at required locations, so that there will not be any fatal accident.

3. While the work in progress, there is possibility of change in location line according to the site conditions. Under these circumstances, the contractor shall have to carry out the work accordingly, for which, no extra payment shall be made in such situations. Over and above, the decision of Engineer-in-charge for change in line shall be final and binding to the contractor.

4. In case of any ambiguity found in inspections / drawings, specifications, etc, the decision of engineer-in-charge shall be final and binding to the contractor.

5. Rates quoted in Bill of Quantities to cover everything necessary for complete Execution of work :

   The rates quoted will be held to cover everything necessary of the due and complete execution of the work according to the drawings and the several conditions and the stipulations of the contract, including specification, or the evident intent and meaning of all or either of them or according to customary usage and for the periodical and final inspection and test and proof of the work in every respect and for measuring, numbering or weighing the same including setting out and laying or fixing in position and the provision of all materials,

   Power, tool rammers, beaters, labour, tackle platforms with impervious lapped joints for scaffolding ranging rods, straight edges, centering and boxes, wedges, moulds, templates, post straight rails, boning-staves, measuring rods, page boards, shores, barriers, fencing, lighting, pumping apparatus, temporary arrangements of passage of traffic, access to premises and continuance of drainage, water supply and lighting (if interrupted by the work) lard temporary sheds and buildings nahanis roofed in or otherwise haulage, painting, varnishing, polishing, establishments for efficient supervision and watching arrangements for the efficient protection of life and property and all requisite plant, implements and appliances every kind, except only such matter and things as it may be distinctly stated here in are to be supplied by the contractors. A rate for anyone description of work is to be held to include such items of other classes of and for these on separate specific charge will be admitted. The contractors shall keep every portion of the work clear of accumulation from time to time and shall leave every portion of the work clean, clear, perfect and at the conclusion of whole, providing at their own cost all such material implement appliances and labour as the Engineer may require to prove if it is to be so.

6. The contractors are particularly directed to observe from the Articles of Agreement and the specifications, what is to be included in their rates for the several portions of the work and also under what conditions payments are to be made.

7. This office Circular bearing No.RMC/C/329 dated 22-12-2012 and Order No.RMC/C/132 dated 10-06-2013 are uploaded separately as a part of tender document. The Contractors/Consultants quoting their rates shall have to read,

implement, and submit the same duly signed along with the documents to be submitted during physical submission.

8. In reference to the above Circular and Order cited para above, the Contractors/Consultant who have quoted their rates for this work will be called in person for verification of original documents. The date and time for verification of original documents will be as prescribed in the tender document.

9. After issuance of work order for this tender, if the work falls under any kind of dispute then Rajkot Municipal Corporation reserves the right to terminate the contract for this work awarded to the contractor or execute part work. The decision of Rajkot Municipal Corporation in this regard will be final and binding to the contractor.

10. Till the Completion Certificate is issued by Rajkot Municipal Corporation, the agency will be the sole responsible for security of material and structure at site.

11. The quantities given in the Schedules are provisional. The Rajkot Municipal Corporation reserves the right to increase or decrease the quantity of work or totally omit any item work and the contractor shall not be entitled to claim any extras or damages on these grounds & he is bound to execute the work as per the instruction of the Engineer-in-charge. Rajkot Municipal Corporation will not entertain any dispute in this regard.

12. It is further clarified that Performance Guarantee (SD) for extra work will also be recovered @ 10% from the bill of extra work i.e. works beyond tender amount.

13. The bidder must understand clearly that the prices quoted are for the totally works or the part of the total works quoted for and include all costs due to materials, labour, equipments, supervision, other services, royalties, taxes, duties, etc., and to include all extra to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the bidder will not be entitled subsequently to make any claim on any ground.

14. Qualified engineer must be deployed on site and at Plant. The details of qualified engineers are to be given to RMC at the time of bidding of this tender.

15. The whole work shall be executed by qualified Site Engineer. The required L-Section and Cross section is to be prepared by contractor at his own cost. The work should be done by leveling instrument. The Drawings shall be submitted accordingly in advance before starting the work. No extra payment will be made for the above work. Contractor has to submit Bill form with hard copy and soft copy of cross section and L-section of work completed. No bill be accepted without above drawings.

16. If any irregularities found during the work then penalty will be imposed by Engineer-in-charge or any higher officer. If any disputes arises regarding penalty imposed by Engineer-in-charge than decision of Municipal Commissioner will be final and binding to agency.

17. The time limit will remain same as mentioned in the tender document and the work is to be completed accordingly.

18. Tender of such Contractor not having registration in appropriate Class and Category, will be treated as non-responsive. In case of any conflicting provisions between registration of appropriate category and Pre-qualification criteria, the later shall govern the process of bid evaluation.

19. The agency shall have to quote their rates only after visiting the site and looking to the site conditions.

20. DEFECTS: Date of completion for start of defect liability period for a particular road will be considered as the last date mentioned in the completion of work recorded in Measurement Book. The contractor shall be required to make good all the damages / defects identified and conveyed to him, during the entire defect liability period. The method and time limit of rectification will be decided by the Engineer in charge. If the contractor fails to carry out rectification as per the instructions, the same will be carried out at his cost and and the cost will be recovered from the amount retained.

21. Joint venture shall not be allowed under this tender.

22. After the completion of work, at the interval of every three months, joint inspection must be done by the agency and RMC staff and then agency has to submit the report stating the condition of road to Rajkot Municipal Corporation. The final checking report stating the condition of road is also to be submitted by the agency before one month of the expiry of defect liability period to the competent authority.

23. The Royalty of each and every material, required to be paid is to be borne by the contractor.

24. Testing of each material as and when required by Rajkot Municipal Corporation, is to be carried out in Government approved laboratory by the contractor at his own cost. Schedule of testing of material will be as per R&B, State Government Manual and I S Code provision.

25. Necessary tests for material quality, soil tests etc. shall be carried out as per the instructions of engineer-in-charge by contractor at his own cost and reports to be submitted to the engineer-in-charge.

26. The testing of metal and the design as per IRC shall have to carried out by the contractor at his own cost.

27. As the the work is required to be carried out on both the sides of the road, all due precautions should be taken so that no damage occurs to any of the services like; water connection, drainage connection, water pipeline, drainage line or any other services. However, if any damage occurs to any of such service(s) then the contractor shall have to carry out necessary repairs immediately and satisfactorily, at his own cost.

28. Wherever the rolling with the road roller is not possible on metalling work and murrum work, the compaction with hand roller or by any other means at such places shall have to be carried out by the contractor satisfactorily as per instructions of engineer-in-charge

29. The Contractor shall carry out modifications in the procedure of work, if found necessary, as directed by the Engineer during inspection. Works falling short of quality shall be rectified/ redone by the Contractor at his own cost, and defective work shall also be removed from the site of works by the Contractor at his own cost.

30. **Defective Materials**: All materials which the Engineer/ his representative has determined as not confirming to the requirements of the Contract shall be

rejected whether in place or not; they shall be removed immediately from the site as directed. Materials, which have been subsequently corrected, shall not be used in the work unless approval is accorded in writing by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer/ his representative given under this clause, the Engineer-in-charge shall have authority to cause the removal of rejected material and to deduct the removal cost thereof from any payments due to the contractor.

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31. If the work is required to be carried out in residential area where all the services like water supply, sullage water pipeline, gas pipeline, telephone / electrical cable are existing. Under the circumstances, prior to starting the work, agency shall have to excavate the trenches manually for up to minimum 1.00 mt depth. During the course of execution, all the services shall have to be maintained by the agency and any damage to any of the services or property, the agency shall have to get it repaired / rectified at his own cost.

32. The word "Arbitration" or "Arbitration Clause" wherever mentioned in this tender document, is now to be treated as "Deleted". In this context, an Order bearing No.RMC/Legal/1858 dated 18-02-2017 of Legal Department of Rajkot Municipal Corporation is uploaded separately along with this tender, which Order, will hereafter be referred and taken into consideration for Arbitration related purpose for the tenders of Rajkot Municipal Corporation.

Addl.Asst.Engineer Rajkot Muni. Corporation	Dy.Ex.Engineer Rajkot Muni. Corporation	City Engineer Rajkot Muni. Corporation

Signature of Contractor

Note on Schedule

1. The bid is percentage rate bid.

2 The rates and prices shall be submitted in the formats given in the online Price Schedules. Rates and prices received in any other formats will be rejected and the Bids will be disqualified.

3. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reasons whatsoever.

4. In Price Schedule, bidder shall quote his percentage Equal/Above/Below for items listed in the schedule. Prices quoted in Schedule only will be considered for price evaluation & shall form a part of the Contract Agreement.

5. The Only Price Schedule will be considered for financial evaluation of the bid with the successful bidder.

6. The bidder shall be deemed to have allowed in his price for provision, maintenance and final removal of all temporary works of whatsoever nature required for construction including temporary bunds, diverting water, pumping, dewatering etc. for the proper execution of works. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.

7. Where there is a discrepancy between the unit rates and the amount entered, the latter shall govern.

8. The Price Schedules are to be read in conjunction with the Conditions of Contract, the Specifications and other sections of these bid documents and these documents are to be taken as mutually explanatory of one another.

9. Prices quoted by the bidder shall be firm for the entire period of Contract without any escalation.

10. The bidder shall interpret the data furnished and carry out any additional survey work, or investigative work required at his own cost, as required / directed by engineer-in-charge. Work should be done with the help of total stations survey only.

11. The prices quoted shall also include the cost of materials utilized for testing.

12. The bidder should acquaint himself with the site conditions including the access to Worksite. The successful bidder shall have to make suitable access to worksites at his own cost. These accesses will be used by the other contractors working for RMC.

13. The material shall be inspected Departmentally, the cost of which, if any,is to be borne by contractor.

14. The contractor shall have to quote their rates including GST and other taxes and the Invoice with break-up of GST is to be submitted accordingly, failing which, such amount will be deducted from the bill of the agency and deposited accordingly.

The contractor shall have to purchase the material required for this tender work, only from the supplier having registered GST Number. RMC will not be responsible to pay any amount towards GST if the material is purchased from the unregistered supplier / not having GST Number.

15. Testing of the materials like Paving Blocks, Sand, Field Metal, Aggregate, etc. should have to be tested periodically as suggested by the Engineer-incharge at Government approved material testing Laboratory and testing charges for the same has to be borne by the contractor.

16. In case of extra item work if quoted and approved tender price is above Percentage Rate then no above percentage rate will be given, only the rates as per S.O.R. will be paid for such extra item. But, if the quoted and approved tender price is below percentage rate then that below percentage rate will be considered for paying of any extra item

Addl.Asst.Engineer Rajkot Muni. Corporation	Dy.Ex.Engineer Rajkot Muni. Corporation	City Engineer Rajkot Muni. Corporation

Signature of Contractor.

Rajkot Municipal Corporation
Schedule-B

Name of work: Providing and fixing of interlocking paving block work at Giriraj Hospital Main Road (150 Feet Ring Road to Satya Sai Road) in Ward No.8

Item No.	Quantity	Discription of Item	Rate	Unit	Amount
1	19.00	Dismantling of cement concrete	311.00	CUM	5909.00
2	3260.00	Excavation for SOIL * Murrum up to 20 CM	12.00	SQM	39120.00
3	3260.00	Excavation for extra 10 cm	1.00	SQM	3260.00
4	172.00	Supply and Laying of hard Murrum	263.00	CUM	45236.00
5	507.00	Supply and Laying of Machine Crushed Aggregate of size 25-38 mm	971.00	CUM	492297.00
6	3260.00	Supply and fixing of CC precast interlocking rubber mould paving block of size 60 mm thick and compressive strength of M-30 To be supplied and fixed as instructed with concreting 1:2:4 the end block with curing, Bedding with black stone powder. And etc. complete. ISI MARK	496.00	SQ MT	1616960.00
7	30.00	manhole road level work etc complete	889.00	NO	26670.00
8	175.00	removal of old paving block	22.00	SQM	3850.00
9	175.00	fixing of old paving block	80.00	SQM	14000.00
				Total	2247302.00
				say	**2247400.00**

Addl.Asst.Engineer
Rajkot Muni. Corporation

Dy.Ex.Engineer
Rajkot Muni. Corporation

City Engineer
Rajkot Muni. Corporation

I/We agree to carry out the above said work at _____ _____% Equal / above / below on the tendered rates shown in Schedule.

Signature of Contractor:

R.M.C./C./ ૧૩૨

કમિશ્નર વિભાગ,
રાજકોટ મહાનગર સેવાસદન
તા. ૧૦/૬/૨૦૧૩

હુકમ :–

વિષયઃ– ઈ–ટેન્ડર / ઓપન ટેન્ડર પધ્ધતિથી મંગાવવામાં આવતી તમામ પ્રકારની ઓફરો સાથે બિનઅધિકૃત રજુ થતાં ડોકયુમેન્ટસ સામે કડક કાર્યવાહી હાથ ધરવા બાબત.

સંદર્ભ :– આ અગાઉનાં પરીપત્ર નં. આર.એમ.સી./સી./૩૨૯, તા.૨૨/૧૨/૨૦૧૨.

રાજકોટ મહાનગર સેવાસદનના ત્રણ ઝોનનાં તમામ વોર્ડમાં શહેરનાં વિકાસ તથા જાળવણી માટે વિવિધ કામગીરી કરાવવા ઈ–ટેન્ડર / ઓપન ટેન્ડર પધ્ધતિથી અલગ–અલગ એજન્સીઓ પાસેથી સ્પર્ધાત્મક ધોરણે અખબારી પ્રસિધ્ધિથી ભાવો ટુ બીડ સીસ્ટમ (૧) ટેકનીકલ બીડ (૨) પ્રાઈઝ બીડ થી મંગાવવામાં આવે છે.

સંદર્ભના પ્રસિધ્ધ કરેલ પરીપત્ર મુજબ તમામ ઈ–ટેન્ડર / ઓપન ટેન્ડરથી મંગાવવામાં આવતાં ભાવો સાથે ભાવ ભરનાર એજન્સીઓ / બીડરો દ્વારા ટેન્ડર બીડ માટે રજુ કરવાનાં થતાં તમામ ડોકયુમેન્ટસ ફરજીયાતપણે ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ રજુ કરવા આદેશ કરવામાં આવેલ છે. જે સંબંધે નીચે મુજબનાં હુકમની અમલવારી તાત્કાલીક અસરથી કરવા આદેશ કરવામાં આવે છે.

(૧) તમામ ટેન્ડરકામોના ટેકનીકલ બીડ ઓપન કરતી વખતે જે ટેન્ડર બીડ ભરનાર એજન્સીઓ દ્વારા તમામ ડોકયુમેન્ટસ કે તે પૈકી કોઈપણ એક ડોકયુમેન્ટસ ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ રજુ કરેલ ન હોય તો રજુ થયેલ ટેકનીકલ બીડ ઓપન કરવાની કાર્યવાહી દરમ્યાન ટેકનીકલ બીડ ઓપન કરનાર સંબંધીત અધિકારીશ્રી / કર્મચારીશ્રીએ Disqualify પ્રકારનો રબર સ્ટેમ્પ બિનઅધિકૃત રજુ થયેલ ટેન્ડરનાં તમામ પાને લગાવી ટેકનીકલ બીડમાં ટેન્ડર Disqualify ફરજીયાતપણે કરવાનું રહેશે.

જે ટેન્ડર ખરી નકલ કે સેલ્ફ એટેસ્ટેડ સાથે રજુ થયેલ નથી, તેવું ટેકનીકલ બીડમાં ધ્યાને આવ્યેથી રજુ થયેલ ટેન્ડરને Disqualify ન કરી, તે બીડરનું જો પ્રાઈઝ બીડ ખોલવામાં આવશે તો આવા પ્રાઈઝ બીડ ખોલનાર તમામ સંબંધીત અધિકારીશ્રી / કર્મચારીશ્રી સામે સખત શિક્ષાત્મક પગલાં લેવાની ફરજ પડશે.

(૨) તમામ ટેન્ડરોનાં કિસ્સાઓમાં સંબંધીત ખરી નકલમાં રજુ થયેલ તમામ ડોકયુમેન્ટસની મુળ (ઓરીજીનલ)નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજીયાતપણે સંબંધીત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. **જે મુળ નકલ સાથે વેરીફાય કર્યાની સહી ફરજીયાતપણે દરેક ખરી નકલમાં સંબંધીત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. તે પહેલાં તે ટેન્ડરની પ્રાઈઝ બીડ ઓપન કરી શકાશે નહી.** જેમાં ફરજચૂક થયેથી સંબંધીત જવાબદાર ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રી ની સામે કડક ખાતાકીય પગલાં લેવાની ફરજ પડશે.

(૩) ક્રમ નં.(૧) તથા (૨) મુજબની ચકાસણી કરવા છતાં જે કિસ્સામાં ટેકનીકલ બીડ ઓપન કરતાં બીડર દ્વારા કોઈપણ પ્રકારનાં ફ્રોડ ડોકયુમેન્ટસ રજુ કરી કામ મેળવવા માટે પ્રયાસ કર્યાનું સાબિત થશે, તેવા કિસ્સામાં બીડર / એજન્સીને બ્લેકલીસ્ટ કરી, આવા બીડર સામે ફરજીયાતપણે ફોજદારી કાર્યવાહી સંબંધીત શાખાના વડા તથા વીજીલન્સ અધિકારીશ્રી (પ્રોટેકશન) દ્વારા જોઈન્ટલી દિન–૭ માં કરવા આદેશ કરવામાં આવે છે. જેની લેખિતમાં

જાણ તાત્કાલીક અત્રે કરવાની રહેશે. જેમાં ચુક થયેથી સંબંધીત તમામ અધિકારીશ્રી / કર્મચારીશ્રી સામે કડક પગલાં લેવા ફરજ પડશે.

(૪) સંદર્ભનો પરીપત્ર તથા આ હુકમ તમામ પ્રકારનાં ટેકનીકલ કામના દરેક ટેન્ડર પ્રસિધ્ધ કરતી વખતે ટેન્ડરનો હિસ્સો ગણી ટેન્ડરના ભાગ તરીકે પ્રસિધ્ધ કરવાનું ફરજીયાત રહેશે, તથા બીડર દ્વારા ટેન્ડરમાં પ્રશિધ્ધ થતાં સંદર્ભનાં પરીપત્ર તથા આ હુકમનાં દરેક પાને સહી સિકકા સાથે ભરેલ ટેન્ડરની ટેકનીકલ બીડ ફરજીયાત રજુ કરવાની રહેશે.

ઉપરોક્ત હુકમનો તાત્કાલીક અસરથી ચુસ્તપણે અમલ કરવા આદેશ કરવામાં આવે છે.

કમિશ્નર.
રાજકોટ મહાનગર સેવાસદન

નકલ રવાના (જાણ અર્થે):–
નાયબ કમિશ્નરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :–
(૧) સહાયક કમિશ્નરશ્રીઓ (તમામ)
(૨) શાખાધિકારીશ્રીઓ (તમામ)

આર.એમ.સી./સી. ૩૨૮

રાજકોટ મહાનગરપાલિકા
કમિશનર વિભાગ
તા.૨૨/૧૨/૨૦૧૨

પરિપત્રઃ-

ઇ-ટેન્ડર પદ્ધતિ / ઓપન ટેન્ડર પદ્ધતિથી માંગવામાં આવતી ઓફરોમાં એજન્સીઓ દ્વારા ટેકનીકલ બીડમાં રજુ કરવામાં આવતા ડોક્યુમેન્ટ્સ જેવા કે ટર્નઓવર, અનુભવના પ્રમાણપત્રો વિગેરે ખરી નકલમાં રજૂ કરવામાં આવતા નથી. આથી હવે પછીથી એજન્સીઓ દ્વારા રજૂ થતાં ટેકનીકલ બીડમાં રજુ કરવામાં આવતા ડોક્યુમેન્ટ્સ ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ હોવા જરૂરી છે તેમજ જે એજન્સીનું ટેન્ડર ટેકનીકલ બીડમાં ક્વોલીફાય થાય અને ખરી નકલ ગેઝેટેડ ઓફીસર મારફત પ્રમાણિત કરાવેલ ન હોય તેવા કેસમાં તેના ઓરીજીનલ ડોક્યુમેન્ટ્સ પ્રાઇસબીડ ખોલતા પહેલા ચકાસી અને ખરી નકલ રજૂ કરાવીને જ ખોલવાના રહેશે તથા આ બાબતનું શાખાધિકારીશ્રીઓએ ચુસ્તપણે પાલન કરાવવાનું રહેશે. આમ ન થયેથી પુરતી ચકાસણીને અભાવે જો કોઇ એજન્સીને ખોટા કે અધુરા આધારો સાથે કામ આપવાની ક્ષતિજનક બાબત જાણમાં આવ્યે તે ટેન્ડર ડોક્યુમેન્ટ્સની ચકાસણી કરનાર કર્મચારીશ્રીઓ તેમજ શાખાધિકારીશ્રીની જવાબદારી નક્કી કરવામાં આવશે, જેની સર્વે શાખાધિકારીશ્રીઓએ નોંધ લેવી.

ઉપરોક્ત બાબતનો અમલ તાત્કાલિક અસરથી કરવો.

કમિશનર
રાજકોટ મહાનગરપાલિકા

નકલ રવાના :- (જાણ અર્થે)
- નાયબ કમિશનરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-
- સહાયક કમિશનરશ્રીઓ (તમામ)
- શાખાધિકારીશ્રીઓ (તમામ)

જાહેરનામુ

ફોજદારી કાર્યરીતી અધિનીયમ ૧૯૭૩ (૧૯૭૪ના નં.૨) ની કલમ ૧૪૪ અન્વયે કાઢેલ હુકમ

ક્રમાંક: એસ.બી/મજુર/જાહેરનામુ/૧૬૩૬/૨૦૧૪.
પોલીસ કમિશ્નરશ્રીની કચેરી,
રાજકોટ શહેર,રાજકોટ.
તા.૨૬/૦૪/૨૦૧૪

તાજેતરમાં રાજકોટ શહેરમાં ઘરફોડ ચોરીના બનાવો વધવા પામેલ છે. ભુતકાળનાં રાજકોટ શહેરમાં બનેલ ઘરફોડ ચોરીના બનાવોની તપાસ કરતા તપાસમાં આવા ગુન્હો કરનાર (ઘરફોડીયા) પકડાયેલ છે. ત્યારે તપાસમાં આવા ગુન્હા વાળા આરોપીઓ ગુન્હાના બનાવના દિવસો અગાઉ રાજકોટ શહેરમાં નવા બંધાતા મકાનોમાં જુદી જુદી ઔદ્યોગીક કંપનીઓમાં, કોર્પોરેશનમાં મજુરી કામ અને ટેલીફોન કંપનીઓ દ્વારા તથા ગેસ પાઇપ લાઇન માટે ખોદાતા ખાડાઓની મજુરી કામ મેળવી અથવા તેના બહાના હેઠળ આવી રોકાણ કરી આજુબાજુની સ્થાનિક પરીસ્થિતીનુ સર્વે કરી માહીતગાર થઇ મિલ્કત વિરૂધ્ધના ગુન્હાઓ આચરતા હોય છે. મજુરી કામના બહાના હેઠળ આતંકવાદીઓ પણ આશરો મેળવી લેતા હોય છે જેથી જાહેર જનતાની જાન-માલ (મિલ્કત)ની સલામતી તથા સુરક્ષા સારૂ થોડા નિયંત્રણો મુકવા જરૂરી જણાય છે.

જેથી હું મોહન ઝા (I.P.S.), પોલીસ કમિશ્નર, રાજકોટ શહેર ફોજદારી કાર્યરીતી અધિનીયમ (સી.આર.પી.સી.) ૧૯૭૩ (૧૯૭૪ ના નં.૨) ની કલમ ૧૪૪ અન્વયે અમોને મળેલ સત્તાની રૂએ આથી હું હુકમ કરૂ છુ કે, રાજકોટ શહેરના પોલીસ કમિશ્નર વિસ્તારમા લેબર કોન્ટ્રાક્ટર/મુકાદમનાઓએ પોતાની પાસે જે મજુર કામે રાખેલ હોય અને મજુરો કામકાજ માટે સપ્લાય કરતા હોય તેઓએ નીચે જણાવેલ ફોર્મ મુજબ દરેક મજુરોના અલગ-અલગ ફોર્મ ભરી ફરજીયાત પણે સ્થાનીક પોલીસ સ્ટેશનને જાણ કરવાની રહેશે તથા મજુરો જ્યારે મજુરી કામ તથા રાજકોટ શહેર છોડી જતા રહે ત્યારે લેબર કોન્ટ્રાક્ટર/મુકાદમે તે અંગેની જાણ નામ/સરનામા સહિતની વિગત સાથે સ્થાનીક પો.સ્ટે.મા કરવાની રહેશે

૧	લેબર કોન્ટ્રાક્ટર / મુકાદમ (સપ્લાયર) નુ પુરૂ નામ સરનામુ મો.નં., નંબર સહિત	:-	
૨	મજુરનુ નામ તથા ઉ.વ.	:-	
૩	મજુરનું હાલનુ સરનામુ ટેલીફોન નંબર	:-	
૪	મજુરનુ મૂળ વતનનું સરનામું ગામ, તાલુકો, જીલ્લો	:-	
૫	હાલની મજુરીનુ સ્થળ / કંપનીનુ નામ	:-	
૬	મજુરનુ વતનનું સ્થાનીક પો.સ્ટે.નું નામ તથા ટેલીફોન નંબર	:-	
૭	મજુરના વતનના આગેવાનનું નામ, સરનામુ, ટેલીફોન નંબર	:-	
૮	મજુર અગાઉ કોઇ પોલીસ ગુન્હામાં પકડાયેલ હોય તો તેની વિગત	:-	
૯	કયારથી મુકાદમે / કોન્ટ્રાક્ટરે મજુરી કામ માટે રાખેલ છે	:-	
૧૦	મજુરનુ ઓળખ માટેનુ આઇ.ડી.પુરૂ (ફોટા સાથે નું)	:-	
૧૧	રાજકોટ શહેરમાં કઇ તારીખથી મજુરી કામ કરે છે ? અને કઇ તારીખે જવાનો છે ?	:-	
૧૨	રાજકોટ શહેરમાં નજીકના સંબંધી કોઇ હોયતો તેનુ નામ, સરનામુ	:-	

મજુરનો તાજેતરનો ફોટા

મજુરના અંગુઠાનું નિશાન.....
મુકાદમ/સપ્લાયર/કોન્ટ્રાક્ટરની સહિ.....
નામ.....

આ હુકમ તા. ૦૧/૦૫/૨૦૧૪ થી તા.૩૦/૦૬/૨૦૧૪ સુધી અમલમા રહેશે.

આ હુકમનો ભંગ કરનાર વ્યક્તિ ભારતીય દંડ સહિતાની કલમ ૧૮૮ મુજબ શિક્ષાને પાત્ર થશે.

તમામને વ્યક્તિગત રીતે નોટીસની બજવણી કરવી શક્ય ન હોય આથી એકતરફી હુકમ કરૂ છું. જાહેર જનતાની જાણ સારૂ સ્થાનીક વર્તમાન પત્ર આકાશવાણી અને દૂરદર્શન કેન્દ્ર મારફતે પ્રસિધ્ધી કરાવી તાબા પોલીસ સ્ટેશનના પોલીસ ઇન્સ્પેક્ટર, મદદનીશ પોલીસ કમિશ્નર, નાયબ પોલીસ કમિશ્નર તથા પોલીસ કમિશ્નર કચેરીના નોટીશ બોર્ડ ઉપર હુકમની નકલ ચોંટાડી પ્રસિધ્ધી કરવામાં આવશે તેમજ સહેલાઇથી જોઇ શકાય તેવી જાહેર જગ્યાઓ ઉપર હુકમની નકલ ચોંટાડી પ્રસિધ્ધી કરવામા આવશે ગુજરાત પોલીસ એક્ટ કલમ ૧૬૩ મુજબ પોલીસ અધિકારીઓ પણ આ હુકમની જાહેરાત કરવા અધિકૃત ગણાશે.

આજ તારીખમાં એપ્રીલ-૨૦૧૪ ના રોજ મારી સહી અને સિક્કી કરી આપેલ છે.

(મોહન ઝા)
પોલીસ કમિશ્નર
રાજકોટ શહેર,રાજકોટ

નકલ રવાના:-

(૧) અગ્ર સચિવશ્રી, ગૃહ વિભાગ, ગાંધીનગર.
(૨) પોલીસ મહાનિર્દેશક અને મુખ્ય પોલીસ અધિકારીશ્રી, ગુ. રા. ગાંધીનગર
(૩) અધિક પોલીસ મુખ્ય નિર્દેશકશ્રી (એન્ટી.) ગુ.રા.ગાંધીનગર.
(૪) પોલીસ કમિશ્નરશ્રી, અમદાવાદ શહેર, વડોદરા શહેર, સુરત શહેર.
(૫) ઝોન મુખ્ય પોલીસ અધિકારીશ્રી, રાજકોટ રેન્જ, રાજકોટ.
(૬) જીલ્લા પોલીસ અધિક્ષકશ્રી, રાજકોટ ગ્રામ્ય, રાજકોટ.
(૭) કલેકટરશ્રી , રાજકોટ શહેર
(૮) મ્યુનિસિપલ કમિશ્નરશ્રી, રાજકોટ શહેર.
(૯) નિયામકશ્રી, માહીતી ખાતું ડેપ્યુટીકર જૂના સચિવાલય બ્લોક નં.૭, બીજા માળે,ગુ.રા., ગાંધીનગર.
(૧૦) જીલ્લા સરકારી વકિલશ્રી, સેસન્સ કોર્ટ, રાજકોટ.
(૧૧) મેનેજરશ્રી, ગવર્નમેન્ટ પ્રેસ, રાજકોટ. (ગેઝેટ ભાગ-૧ માં પ્રસિધ્ધ કરવા સારૂ).
(૧૨) મદદનીશ પોલીસ કમિશ્નરશ્રી, પૂર્વ/ પશ્ચિમ વિભાગ, રાજકોટ શહેર.
(૧૩) આર્મ્સ કમિશ્નરશ્રી, (એન્ટી.), રાજકોટ રીજીયન, રાજકોટ.
(૧૪) નાયબ પોલીસ અધિક્ષકશ્રી,/પો.ઇન્સ.શ્રી, રાજકોટ રેલ્વે જંક્શન પો.સ્ટે.
(૧૫) તમામ પો.સ્ટે.ઇન્ચાર્જશ્રીઓ,રાજકોટ શહેર(નકલો ચોંટાડી લાઉડ સ્પીકર વાહન દ્વારા જાહેરાત કરાવવા સારૂ)
(૧૬) તમામ ઝોનલ તથા માર્ગ ઇન્ચાર્જશ્રીઓ, રાજકોટ શહેર.
(૧૭) કન્ટ્રોલ ઇન્ચાર્જશ્રી, રાજકોટ શહેર (૧૦ નકલો) વર્તમાનપત્રોને આપવી.
(૧૮) લેબર કમિશ્નરશ્રી, ... તમામ ખાનગી સંસ્થાઓને જાણકારી કરવવા સારૂ

નકલ સવિનય રવાના:-

(૧) રજીસ્ટ્રારશ્રી, હાઈકોર્ટ, ગુ.રા.સોલારીસ ખાનગાવાડ.
(૨) રજીસ્ટ્રારશ્રી, ડીસ્ટ્રીક્ટ એન્ડ સેશન્સ કોર્ટ, રાજકોટ.
(૩) રજીસ્ટ્રારશ્રી, સીટી જ્યુડીશ્યલ મેજી.શ્રી કોર્ટ, રાજકોટ.
(૪) રજીસ્ટ્રારશ્રી, એડીશનલ સેશન્સ જજ કોર્ટ, રાજકોટ.
(૫) એકઝીકયુટીવ મેજી.શ્રી, રાજકોટ શહેર
(૬) એકઝીકયુટીવ મેજી.શ્રી, રાજકોટ ગ્રામ્ય
(૭) સયુંકત માહીતી નિયામકશ્રી, રાજકોટ.
(સ્થાનીક વર્તમાનપત્રો, આકાશવાણી તથા દૂરદર્શન કેન્દ્રમાં પ્રસિધ્ધ કરવા અને વર્તમાનપત્રોની કાપલીઓ મોકલવા સારૂ)

રાજકોટ મહાનગરપાલિકા

હિસાબી શાખા

ડૉ.આંબેડકર ભવન, ઢેબરભાઇ રોડ, રાજકોટ – ૩૬૦ ૦૦૧.

રા.મ.ન.પા./હિસાબી/જા.નં. ૪૨૧ તા. ૧૬/૬/૨૦૧૭

નોંધ -

વિષય – Vendor Regi. માં GST No. Update કરવા બાબત

ઉપરોકત વિષયે જણાવવાનું કે રાજકોટ મહાનગરપાલીકા નાં તમામ વેન્ડર / કોન્ટ્રાકટરો ના Vendor Registration માં GST No. ની જરૂરીયાત હોય તાત્કાલીક અપડેટ કરવા વિનંતિ. Temporary Vendor નાં Regi. આપની શાખામાં જ થઇ જશે જ્યારે Permanent Vendor નાં GST No. અપડેટ કરવા શાખા અધિકારીશ્રી નાં જરૂરી સહી સીક્કા સાથે નીચે મુજબ વિગત નું પત્રક બનાવી દિવસ – ૭ માં હિસાબી શાખામાં માહિતી મોકલાવી આપવા વિનંતી.

Vendor Name	Exiting Vendor Regi. No.	PAN	GST NO.

ચીફ એકાઉન્ટન્ટ
રાજકોટ મહાનગરપાલીકા

નોંધ - તમામ વિગતો ચકાસીને અપડેટ કરવી / ચકાસીને મોકલવી અન્યથા સપ્લાયર્સ ને TDS ની કેડીટ મળશે નહી જેની નોંધ લેવા વિનંતી.

રાજકોટ મહાનગરપાલિકા
સે. ઝોન બાંધકામ શાખા
ઈન્વર્ડ નંબર ૭૩૭
તારીખ ૧૬/૬/૧૭

નકલ અમલવારી અર્થે

1. તમામ શાખા અધિકારીશ્રી ઓ

નકલ સવિનય જાણ અર્થે

1. માન. કમિશ્નર સાહેબશ્રી
2. માન. નાયબ કમિશ્નર સાહેબશ્રી

જાહેરનામું

આથી હું બંછાનિધિ પાની (IAS), મ્યુનિસિપલ કમિશનર, રાજકોટ મહાનગરપાલિકા, રાજકોટ ગુજરાત પ્રોવીન્સીયલ મ્યુનિસિપલ કોર્પોરેશન એકટ-૧૯૪૯ ની જોગવાઇ અનુસંધાને મળેલ સતા મુજબ, જાહેર હિતને ધ્યાને લઇ રાજકોટ મહાનગરપાલિકા વિસ્તારમાં ઇમારત તોડવા, સમારકામ અથવા તો નવા બાંધકામ દરમ્યાન ઉપસ્થિત થતા બાંધકામને લગત કચરા **(Construction and Demolition Waste)** નો રાજકોટ મહાનગરપાલિકા દ્વારા નિયત કરાયેલ જગ્યા સિવાય નિકાલ કરવા પ્રતિબંધ ફરમાવું છું.

એવું ધ્યાનમાં આવેલ છે કે રાજકોટ મહાનગરપાલિકા વિસ્તારમાં ઇમારત/ઇમારતોના બાંધકામ દરમ્યાન નળીયા, પથરા, ઇંટો, સાંકઠીયો, ઇમારત બાંધવાના માલસામાન, અને એવા માલસામાનનો કાટમાળ ગમે તે જગ્યાએ નિકાલ / એકઠો કરવામાં આવે છે. જેનાથી એવી જગ્યાએ ઉંદરો, અથવા અન્ય જીવ જંતુઓનું આશ્રય સ્થાન અથવા ઉત્પત્તિ સ્થાન બને છે. તેમજ સદરહું જગ્યાનો ભોગવટો કરનારાઓને અથવા પડોશમાં રહેતી વ્યક્તિઓના ભય અને ઉપદ્રવનું કારણ બને છે. તેના કારણે રોગચાળો ફેલાવવાનો ભય અને લોકોના આરોગ્ય તથા જાનમાલને નુકશાન થાય તેવી સ્થિતિ ઉત્પન્ન થાય છે. તેમજ તે કચરો **(Construction and Demolition Waste)** દુર કરવા રાજકોટ મહાનગરપાલિકાને ખુબજ મોટો ખર્ચ થાય છે, તેમજ માનવ સમય બગડે છે. આમ, લોકોના જાનમાલના અને આરોગ્યના નુકસાનના ભોગે આવી ગેરકાયદેસર પ્રવૃતિ ચાલી રહેલ છે, આવી કોઇપણ પ્રવૃતિ જન આરોગ્ય માટે બીન સલામતી નોતરે તેમ હોય ગુજરાત પ્રોવીન્સીયલ મ્યુનિસિપલ કોર્પોરેશન એકટ અનુસુચી-ક ના પ્રકરણ-૧૪ ની જોગવાઇઓ અનુસંધાને આવી તમામ પ્રવૃતિ કરવાનો આ જાહેરનામાથી જાહેરહીતમાં પ્રતિષેધ ફરમાવું છું. આવા કચરા **(Construction and Demolition Waste)** ના નિકાલ માટે રાજકોટ મહાનગરપાલિકાએ નીચે દર્શાવેલ સ્થળો નિયત કરેલ છે.

(૧) કોઠારીયા પોલીસ ચોકીની બાજુમાં, પથ્થરની ખાણ પાસે.
(૨) રૈયા સ્માર્ટ સીટીના તમામ ખાણ વિસ્તાર.

ઉપરોકત નિયત કરેલ સ્થળો સિવાય અન્ય કોઇપણ જગ્યાએ કોઇપણ ઇસમ/ઇસમો છકડો, ટ્રેકટર અથવા ડમ્પર દ્વારા **(Construction and Demolition Waste)** નો નિકાલ કરતાં પકડાશે તો પ્રથમ વખત છકડો/ટ્રેકટર દિઠ રૂ.૭,૫૦૦/- તથા ડમ્પર દિઠ રૂ.૧૫,૦૦૦/- તથા બીજી વખતે છકડો/ટ્રેકટર દિઠ રૂ.૧૫,૦૦૦/- તથા ડમ્પર દિઠ રૂ.૩૦,૦૦૦/- તથા ત્રીજી વખતે છકડો/ટ્રેકટર દિઠ રૂ.૫૦,૦૦૦/- તથા ડમ્પર દિઠ રૂ.૧,૦૦,૦૦૦/- લેખે વહીવટી ચાર્જ વસુલ કરવામાં આવશે. તેમજ વાહન જપ્ત કરવા સુધીની કાર્યવાહી કરવામાં આવશે.

રાજકોટ.
તા.

બંછાનિધિ પાની (IAS)
કમિશનર
રાજકોટ મહાનગરપાલિકા

રાજકોટ મહાનગર સેવાસદન

ડો. આંબેડકર ભવન, ઢેબરભાઈ રોડ, રાજકોટ – ૩૬૦ ૦૦૧.

વેબસાઈટ : www.rmc.gov.in

રા.મ્યુ.કો./વીજી.ટેક./જા. નં. ૧૦૨ ૨૯/૮/૧૮ તા. ૨૯/૮/૨૦૧૮

પરિપત્ર:-

- રાજકોટ મહાનગરપાલિકામાં ત્રણ ઝોન (ઇસ્ટ, સેન્ટ્રલ, વેસ્ટ) માં ઝોનલ કામમાં કે ટેન્ડરથી થતા કામમાં પેવર બ્લોકની કામગીરી કરવામાં આવે છે. જેથી, ક્વોલીટી કન્ટ્રોલ માટે પેવર બ્લોકની કામગીરીમાં વપરાશ કરવામાં આવતા પેવર બ્લોકનું ટેસ્ટીંગ કરવું જરૂરી હોય, વોર્ડમાં ઝોનલ કામ, ટેન્ડર કામ તેમજ વિવિધ શાખા હસ્તક ચાલતા પ્રોજેક્ટ કામમાં વપરાશ કરવામાં આવતા તમામ પ્રકારના પેવર બ્લોકના કામમાં કામ કરાવનાર RMC ટેકનીકલ ટીમ દ્વારા IS 15658:2006 મુજબ Government લેબોરેટરી કે Government માન્ય લેબોરેટરીમાં હાજરીમાં ફરજીયાતપણે ટેસ્ટીંગ કરાવવાનું રહેશે.
- આ ઉપરાંત, રાજકોટ મહાનગરપાલિકાની, વિવિધ શાખા હસ્તક ચાલતાં બાંધકામ તથા રસ્તાકામને લગત, દરેક મહત્વના પ્રોજેક્ટના અગત્યનાં તબક્કે કામગીરી કરાવનાર પ્રોજેક્ટ એક્ઝીક્યુશન ટેકનીકલ ટીમ દ્વારા આગળના દિવસે વિજીલન્સ (ટેક.) ટીમને SMS/Whatsapp થી જાણ કરવામાં આવે છે. તે જ રીતે પેવર બ્લોક બાબતે RMC એક્ઝીક્યુશન ટેકનીકલ ટીમ દ્વારા હાલ ચાલુ હોય તેમજ હવે પછી થનાર તમામ પેવર બ્લોકના કામો માટે આગળના દિવસે વિજીલન્સ (ટેક.) ટીમને SMS/Whatsapp થી જાણ કરવાની રહેશે. જે અન્વયે વીજીલન્સ શાખા (ટેક.) દ્વારા રેન્ડમ સેમ્પલીંગ કરી, IS 15658:2006 મુજબ Government લેબોરેટરી કે Government માન્ય લેબોરેટરીમાં હાજરીમાં ફરજીયાતપણે ટેસ્ટીંગ કરાવી, અત્રે રીપોર્ટ કરવાનો રહેશે.

ઉપરોક્ત બાબતની અમલવારી તાત્કાલિક અસરથી ચુસ્તપણે કરવાની રહેશે.

કમિશ્નર
રાજકોટ મહાનગરપાલિકા

નકલ રવાના (જાણ તથા અમલવારી અર્થે)
- નાયબ કમિશ્નરશ્રી (ઇસ્ટ, સેન્ટ્રલ, વેસ્ટ-ઝોન)

નકલ રવાના (અમલવારી અર્થે)-
- તમામ સીટી એન્જીનીયરશ્રી, એડી. સીટી એન્જીનીયરશ્રી, એક્ઝીક્યુટીવ એન્જીનીયરશ્રી

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રાજકોટ મહાનગરપાલિકા

ડો. આંબેડકર ભવન, ઢેબર રોડ, રાજકોટ – ૩૬૦૧૧૦.

વેબસાઈટ : www.rmc.gov.in

આર.એમ.સી./સી./ તા.૨૩/૧૨/૨૦૧૮

પરીપત્ર-: રા.મ્યુ.કો./વિજી./જા.નં. ...૧૮૦..... ૨૩/૧૨/૨૦૧૮

- રાજકોટ મહાનગરપાલિકામાં ત્રણ ઝોન (ઇસ્ટ, સેન્ટ્રલ, વેસ્ટ) માં ઝોનલ કામમાં કે ટેન્ડરથી થતા કામમાં પેવર બ્લોકની કામગીરી કરવામાં આવે છે. જેથી, ક્વોલીટી કન્ટ્રોલ માટે પેવર બ્લોકની કામગીરીમાં વપરાશ કરવામાં આવતા પેવર બ્લોકનું ટેસ્ટીંગ કરવું જરૂરી હોય, રા.મ્યુ.કો./વીજી. (ટેક.)/જા.નં.-૧૦૨, તા.૨૯/૦૮/૨૦૧૮ થી વોર્ડમાં ઝોનલ કામ, ટેન્ડર કામ તેમજ વિવિધ શાખા હસ્તક ચાલતા પ્રોજેક્ટ કામમાં વપરાશ કરવામાં આવતા તમામ પ્રકારના પેવર બ્લોકના કામમાં ફરજીયાતપણે ટેસ્ટીંગ કરાવવા માટે પરીપત્ર કરવામાં આવેલ છે.
- જે પરીપત્ર અન્વયે આ પરીપત્રથી હવે પછી કરવાનાં થતા તમામ ટેન્ડર કામ તેમજ નવા ઝોનલ કોન્ટ્રાક્ટના કામોમાં નીચે પ્રમાણે ચુસ્ત અમલવારી કરવાની રહેશે.
- આ પરીપત્ર પહેલાના કોઇપણ ઝોનલ કે ટેન્ડર કામ માટે જે તે Grade ની સાપેક્ષ પરિણામ ન મળે તો જે તે મળેલ પરિણામ પ્રમાણે Rate Reduce કરવાનાં રહેશે.
- કોઇપણ Grade ના પેવર બ્લોક માટે Compressive Strength નું સરેરાશ પરિણામ 10% કરતા વધારે ઓછું (દા.ત. M-30 Grade માટે Compressive Strength 27 N/mm^2 થી ઓછી) મળશે તો તે પેવરબ્લોક Reject કરવામાં આવશે એટલે કે તેમનું Payment કરવામાં આવશે નહિ.
- કોઇપણ Grade ના પેવર બ્લોક માટે Compressive Strength નું સરેરાશ પરિણામ 10% ની મર્યાદામાં ઓછું (દા.ત. M-30 Grade માટે Average Compressive Strength 27 N/mm^2 થી 29.99 N/mm^2 ની વચ્ચે) મળશે તો તે પેવરબ્લોક માટે Minimum 5 % તેમજ Maximum 10% મળેલ Average Compressive Strength પ્રમાણે Rate Reduce કરવાનાં રહેશે.
- કોઇપણ Grade ના પેવર બ્લોક માટે Water Absorption નું સરેરાશ પરિણામ 6% થી વધારે આવશે તો તે પેવરબ્લોક Reject કરવામાં આવશે એટલે કે તેમનું Payment કરવાનું થશે નહિ.

Compressive Strength માટે કુલ ૮ પેવર બ્લોકનું ટેસ્ટીંગ કરવાનું રહેશે જે ૮ પેવર બ્લોક (ગ્રેડ મુજબ સરેરાશ પરિણામ મળશે તો પણ) પૈકી જો ૧ થી ૨ Individual Sample નું પરિણામ ૪૫% કરતા ઓછું મળશે તો 10% Rate Reduce કરવામાં આવશે તેમજ ૮ પેવર બ્લોક પૈકી જો ૨ થી વધારે Individual Sample નું પરિણામ ૪૫% કરતા ઓછું મળશે તો તે પેવરબ્લોક Reject કરવામાં આવશે એટલે કે તેમનું Payment કરવામાં આવશે નહિ.

- ૧૨.૦૦ મી. કે તેથી મોટા રોડના Side Shoulder માટે M-30 Grade (ISI Mark) Rubber Mould Paving Block વાપરવાના રહેશે. ૧૨.૦૦ મી. થી નાની પહોળાઈના રસ્તાઓ પર Side Shoulder માં M-30 Grade (ISI Mark) Non Rubber Mould Paving Block વાપરવાના રહેશે.
- પહોળાઈમાં ૫.૦૦ મી. કે તેથી ઓછી પહોળાઈ વાળી શેરી હોય ત્યાં જ આખી શેરીમાં Paving Block ની કામગીરી કરી શકાશે.જનભાગીદારી યોજના હોય ત્યાં ૫.૦૦ મી. કે તેથી વધુ પહોળાઈ વાળી શેરીમાં Rubber Mould Paving Block ની કામગીરી કરી શકાશે.
- આ પરીપત્રને ટેન્ડરના એક ભાગ તરીકે રાખવાનો રહેશે.

ઉપરોક્ત બાબતની અમલવારી તાત્કાલિક અસરથી ચુસ્તપણે કરવાની રહેશે.

કમિશ્નર
રાજકોટ મહાનગરપાલિકા

<u>નકલ રવાના (જાણ તથા અમલવારી અર્થે)</u>

- નાયબ કમિશ્નરશ્રી (ઇસ્ટ, સેન્ટ્રલ, વેસ્ટ ઝોન)

<u>નકલ રવાના (અમલવારી અર્થે)</u>

- તમામ સીટી એન્જીનીયરશ્રી, એડી. સીટી એન્જીનીયરશ્રી, એક્ઝીક્યુટીવ એન્જીનીયરશ્રી, એન્વાયરમેન્ટ એન્જીનીયરશ્રી (S.W.M.)
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