RAJKOT MUNICIPAL CORPORATION
Central Zone
e-TENDER No. : RMC/BANDHKAM/CZ/20-21/02

TENDER FOR

Repairing of road potholes using auto-mechanized machine within the limit of Rajkot Municipal Corporation

Milestone dates for e-tendering is as under	
1. Downloading of e-documents	19-05-2020 to 02-06-2020 up to 1800 hrs
2. Pre-bid meeting	26-05-2020 at 17:00 hrs in the O/o Addl.City Engineer at Central Zone. Pre-bid queries can also be sent on email id rmcmrkamalia@rmc.gov.in on or before the schedule of Pre-bid meeting.
3. Last date for online submission of e - Tender	02-06-2020 upto 18:00 Hours
4. Submission of EMD, Tender fee and other documents for verification by Hand Delivery / Regd.Post.A.D. / Speed Post / Courier.	04-06-2020 upto18:00 Hours
5. Opening of Technical Bid	04-06-2020 at 18.00 Hours
6. Verification of submitted documents (EMD, e - Tender fee, etc.)	05-06-2020 at 11:00 Hours onwards
7. Agency to remain present with original documents for verification	05-06-2020 between 16:00 to 17:00 Hours
8. Opening of Price Bid (For Technically qualified bidders only)	06-06-2020 at 11:00 Hours
9. Bid Validity	180 Days

MAY 2020

Addl. City Engineer
Rajkot Municipal Corporation,
CENTRAL ZONE
Dr.Ambedkar Bhavan, Dhebarbhai Road,
Rajkot 360 001

RAJKOT MUNICIPAL CORPORATION

Central Zone

TENDER FOR

Repairing of road potholes using Auto-mechanized machine within the limit of Rajkot Municipal Corporation

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PART - I
SECTION - 1

INVITATION FOR BIDS

Rajkot Municipal Corporation
***e*-Tender Notice**

Rajkot Municipal Corporation, Construction Branch, Dr.Ambedkar Bhavan, Central Zone, Dhebar Road, Rajkot-360001, invites **ITEM RATE** e-Tenders with two bid system from the contractors registered in GWS&SB or State Government or Semi-Government or Central Government in appropriate Class and Special Category-II Road for the below mentioned works:

Sr No	Name of work	A) Estimated cost B) Earnest Money Deposit C) E-TENDER fee D) Time limit for completion of work E) Class of Registration
1	Repairing of road potholes using auto-mechanized machine within the limit of Rajkot Municipal Corporation.	A) Rs.1,20,00,000/- B) Rs.1,20,000/- C) Rs.4,500/- D) 12 Months E) Class-'C' & Above

Milestone dates for e-tendering is as under

1. Downloading of e-documents	19-05-2020 to 02-06-2020 upto 1800 hrs
2. Pre-bid meeting	26-05-2020 at 17:00 hrs in the O/o Addl.City Engineer at Central Zone. Pre-bid queries can also be sent on email id rmcmrkamalia@rmc.gov.in on or before the schedule of Pre-bid meeting.
3. Last date for online submission of e - Tender	02-06-2020 upto 18:00 Hours
4. Submission of EMD, Tender fee and other documents for verification by Hand Delivery / Regd.Post.A.D. / Speed Post / Courier. 5. Opening of Technical Bid	04-06-2020 upto18:00 Hours 04-06-2020 at 18.00 Hours
6. Verification of submitted documents (EMD, e - Tender fee, etc.)	05-06-2020 at 11:00 Hours onwards
7. Agency to remain present with original documents for verification	05-06-2020 between 16:00 to 17:00 Hours
8. Opening of Price Bid (For Technically qualified bidders only)	06-06-2020 at 11:00 Hours
9. Bid Validity	180 Days

1. All bidders must submit Bid security (EMD) as above either directly deposited in ICICI Bank 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:

   Addl. City Engineer
   Municipal Corporation,
   Construction Branch,
   Central Zone,
   Dr.Amedkar Bhavan,
   Dhebar Road,
   Rajkot-360001

2. The e-tender fee will be accepted only in form of Demand Draft in favor of "Rajkot Municipal Corporation" Rajkot, payable at Rajkot from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India and must be delivered to above address.
3. Joint Venture is not permitted for this tender.

4. **The pre-qualification requirement is as under**:

i) Financial Criteria:

1. An average annual turnover of last seven years should not be less than 50% of tender amount of **Rs.1,20,00,000/-** (Rupees One Crore twenty lacs only))

2. Working capital should not be less than 25% of the estimated amount.

3. Solvency should not be less than Rs.25.00 Lacs

ii) Experience Criteria:

The bidder should posses following minimum experience

1. Bidder should have completed at least one work of similar nature of **40%** amount or two works of **30% each** of tender amount of either Government or Semi-Government or Government Autonomous Body as a main contractor in period of last seven years.

2. Bidder should have enough machinery and experienced personnel to supervise the work.

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

Note:
1. 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.
2. For Financial and Experience criteria, the estimated cost of **Rs.1,20,00,000/-** (Rupees Ten Crores) per year is to be considered.

5. **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.**

6. 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.

In case of any increase or decrease, in future, in the GST slab by the Government, then only, the difference ± amount shall be recovered / paid, from the effective date.

7. 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.

8. The Tender of those bidder(s) those who fails to submit the required documents physically within the stipulated date and time, will be treated as non responsive and their Price Bid will not be opened.

9. Conditional Tenders will be out rightly rejected.

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

Commissioner
Rajkot Municipal Corporation

IMPORTANT INSTRUCTIONS

1. The contractor or his authorized representative may remain present at the time of on line opening Bid at Central Zone office, Dr.Ambedkar Bhavan, Dhebarbhai Road, Rajkot.

2. The Tender fee and E.M.D. must be submitted in stipulated time.

Name Of Work :-**Repairing of road potholes using Auto-mechanized machine within the limit of Rajkot Municipal Corporation**

1.	Estimated cost put to tender	: Rs.Rs.1,20,00,000/-
2.	Earnest Money Deposit	: Rs.1,20,000/- D.D. in favour of **Rajkot Municipal Corporation**
3.	Validity Period of Tender Offered	: 180 Days
4.	Security Deposit	: 5 % of Estimated cost. 1) 2.5 % in form of F. D. R.favour of **Rajkot Municipal Corporation**. 2) Remaining 2.5% deduction from each running bill at 5.0%
5.	Time limit for completion of work	: As mentioned in Tender Notice
6.	Other Details	:
7.	Defect Liability Period	: TWO Years from the date of Completion

Signature of Contractor.

City Engineer	**City Engineer (Sp.)**	**Addl. City Engineer**
R . M . C .	R . M . C .	R . M . C .

Rajkot Municipal Corporation
Construction Branch

Name of work:- Repairing of road potholes using Auto-mechanized machine within the limit of Rajkot Municipal Corporation

Special Conditions for Contractors

1. This contract envisages repairs to Potholes within limit of Rajkot Municipal Corporation. Bidders shall execute the work in the coordination with concern zonal engineering staff.
2. The agency may provide working facility for pot hole repairing facilities as per the requirement of authorities.
3. The traffic permission, arrangement of lights reflectors, cones, reflective jackets, protection of working site from regular moving traffic i.e. barricading etc. if required will be responsibility of the bidder.
4. Bidder shall obtain NOC from traffic police & concerned engineering department shall provide all assistance in this regard.

5. **Methodology of potholes repair shall be:**

- All the loose debris and water in the potholes shall be blowered off using high volume blower of pothole with Auto-mechanized machine
- The affected area shall be cleaned, prepared, sealed, filled, cured and ready for traffic in one smooth operation.
- High volume blower shall be used to easily blow out all loose debris from the pothole, cleaning it & preparing the patch for an effective patch.
- Applying uniform sprinkled tack coat of asphalt emulsion which covers the affected surface uniformly & provided good bonding surface for upper layer.
- Design mixed aggregates & emulsion shall be forcibly grouted on affected patch uniformly of required thickness to get uniform surface.
- A highly efficient surface Compactor shall be applied on grouted surface to get the affected surface properly leveled & compacted to get the smooth surface which is integrated, smooth & uniform in texture & durable.

6. The bidder shall have to repair below mentioned potholes within the limit of Rajkot Municipal Corporation

    1. Potholes
    2. Utility cuts
    3. Wheel path rutting
    4. Depressions.
    5. Pre surface dressing
    6. Speed bumps
    7. Edge breaks
    8. Crack sealing

7. The emulsion to be used for cold mix should be fresh and thus the mix prepared instantly and on the spot with Emulsion coated aggregates to form mix and the mix thus prepared instantly and on

the spot should be sprayed with the help of forced air draft by the operator in to the pothole to achieve compaction & to achieve the density as required.

8. The sand/dry aggregates/stone dust shall be spread on the freshly sprayed patch surface of the required area before opening for traffic.

9. Use of Emulsion tank, blower (inbuilt in Auto-mechanized machine) & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level /cost.

10. .All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and Vehicular traffic. If no space is available on site then tenderer shall make his Own arrangement for stacking of material etc. No extra payment will be made on this account.

11. The surplus excavated material from the site shall be removed from the site

12. **Traffic Management:-**

- The contractor shall have to provide adequate number of wardens as per Requirement of Traffic Police Dept. at the contractor's cost.
- Traffic signs at the contractor's cost.– Temporary traffic and construction signs are to be provided during construction and maintenance operations for traffic diversion and pedestrian safety as per Traffic Diversion Plan approved By the Engineer.
- The contractor shall display at his cost the boards stating information of the Name of the work, date of starting, date of completion, name of the Dept. and contact telephone nos.
- If any fatal accidents occurs due to improper traffic diversion during or after the work (before clearing the site) shall be completely contractor's Responsibility.

13. The full time services of the Personnel Team of the contractor is mandatory during the entire period of work execution. No Extra cost towards the same will be Paid.

14. **TESTING OF MATERIAL**

- Contractors are required to send at least one sample per 2000 Sq.Mt. area of patch.
- The test of samples of cold mix used in the work shall be carried out at municipal laboratory or approved laboratory as directed by engineer in-charge.
- The charges for testing of asphalt /cold mixes shall be as per the rates in force at the time of testing of materials/asphalt mixes and the testing charges shall be borne by the contractor.

15. The work will be treated as completed only after cleaning the site in all respect, after completion of the work.

16. Post-Performance of Attended Potholes.
After repairs to potholes till end of Defect Liability Period following performance criteria shall be observed

Smoothness of surface shall be ensured and geometric shape shall be maintained.

In case of failure of any of above said performance criteria, the work shall be redone/repaired by the contractors at his own cost with the same cold mix material.

17. Minimum required Equipment for the work The contractor should have minimum machinery of its own ownership as mentioned below:

1. Cold mix Patching Machinery-Auto-mechanized – 01 Nos.
2. Surface Compactor – 01 Nos.

Contractor shall submit the list of above equipment along with indemnity bond of ownership for above equipment. If the same are to be procured on rental basis/ jv /mou basis, then contractor shall submit the rental agreement/mou with vendor to Rajkot Municipal Corporation mentioning that all rental/mou machineries shall be used exclusively for this tender work of Rajkot Municipal Corporation allotted to contractor.

18. Tax, Duties on Materials

All charge on account of CGST & SGST, terminal tax, and Govt. duties / tax etc. on material procured for the works from any source shall be borne by the contractor.

19. Reserved Rights

Municipal Commissioner Reserves right,

(1) To waive any qualifying criteria or information in any tender as a special case and to reject any or all tenders without assigning any reason thereof.

(2) To increase / decrease the scope of work & also split the tender in two or more contracts without assigning any reason even after the work is awarded.

(3) To allot number of tenders to successful bidders, in case if any Contractor is lowest in more than one tender.

(4) To collect any required documents after bid opening and also reserves the right for rejection/acceptance of any tender.

20. Performance Bank Guarantee

1. 5% security deposit, submitted at the time of agreement shall be released after submission of a performance bank guarantee @ 5% of final bill amount of work (including price variation) The security Deposit shall not be Released if contractor fails to submit Performance Bank Guarantee.

2. This performance bank guarantee shall be valid up to 45 days after Completion of defect liability period of 24 months.

3. Rajkot Municipal Corporation reserves right to deduct any amount from this Performance bank guarantee which is levied from the contractor due to poor Performance during defect liability period.

21. Retention Money

5% amount shall be deducted as retention money from each running bill. This retention money shall be released along with final bill. Rajkot Municipal Corporation reserves right to deduct any amount to compensate the poor performance of the contractor i.e. poor quality or abandoned/incomplete work.

22. Quality

- The samples of materials to be procured shall be got approved by the Engineer in charge
- All the material required for the work shall be confirming to required standard and requisite certificate will have to be produced/submitted for that.
- Testing of all material shall be carried out as per required frequency.
- All the testing charge if necessary shall be borne by the contractor.
- The patch repair work will be with 24 months guarantee after the date of execution.
- Contractor shall repair at his cost any patch/potholes which are found detective during defect liability period. No payment shall be made for such repairs.

Signature of Contractor.

City Engineer	**City Engineer (Sp.)**	**Addl. City Engineer**
R . M . C .	R . M . C .	R . M . C .

Rajkot Municipal Corporation

Construction Branch

Name of work:- Repairing of road potholes using Auto-mechanized machine within the limit of Rajkot Municipal Corporation

Additional Conditions for Contractors

1. 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. For Quantum of extra work, it is clarified that contractor is bound to carryout extra work atleast 10% of tender amount. Final bill of the tender shall only be paid after completion and final bill of all the extra work.

2. It is further clarified that Performance Guarantee (SD) for extra work will also be recovered @ 5% from the bill of extra work i.e. works beyond tender amount.

3. 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.

4.. If any cold mix sample fails during testing, the contractor need to replace the particular area free of cost.

5. Conditions for variation in rates of asphalt: (NOT APPLICABLE)

    1. This clause shall be operative from the date of issue of work order and upto the expiry of original and extended time limit.
    2. The difference between two actual rate of purchase as per original bill produced and the basic rate for the quantity of asphalt actually used in the work during original or extended time limit only will be paid / recovered for ACTUAL use of asphalt.
    3. The difference will be payable / recoverable from the date of issue of work order and this price variation will not be subject to any ceiling.
    4. If any delay is caused handing over sites to contractor, due to excavation for providing any utilities or for any other reason , no extra payment or claim or price rise shall be paid to contractor except price variation of basic rate mentioned in the tender.

6. If any irregularities found during laying / after laying of bitumen construction than 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.

7. The thickness of Road patching work may vary as per site conditions and as decided by engineer-in-charge and contractor.

8. Cleaning should be done as per instructions of engineer-in-charge
9. The time limit will remain same as mentioned in the tender document and the work is to be completed accordingly.

10. 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. However the supporting documents shall be produced by the vendor for supporting the evaluation and

registration.

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

12. For SJMMSVY works if any, Third Party Inspection (TPI) is mandatory. The TPI agency will be appointed by Rajkot Municipal Corporation and remittance for the same shall made by Rajkot Municipal Corporation.

13. Rajkot Municipal Corporation at its discretion, employs services of PMC / Third party inspection agency for quality control. The contractor shall fulfill all the requirement related to quality control as instructed by TPI / RMC at no extra cost..

14. 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 of 18 months. The method and time limit of rectification will be decided by the Engineer in charge. If he fails to carry out rectification as per the instructions, the same will be carried out at his cost and it shall be recovered from the amount retained.

15. RMC intends to give single work to the agency. But looking to the availability of bidder & capability of the bidder RMC may award more than one work. Decision of Municipal Commissioner will remain final in this regard.

16. As per Government of Gujarat G.R. No.- EMD/10/2013/655/DMO, Dtd-31/03/2014 approved Bank are...
    1. All Nationalized Banks including the Public Sector Bank – IDBI LTD.
    2. Private Sector Banks authorized by RBI to undertake State Government Business (at Present : at present : AXIS Bank, ICICI Bank, HDFC Bank).
    3. Guarantees issued by following Banks will be Accepted as SD/EMD for the period up to March 31, 2015.
        1) Commercial Bank :
        (I) Kotak Mahindra Bank (II) Yes Bank
        (III) Induslnd Bank (IV) Karur Vysya Bank (V) DCB Bank
        (VI) ING Vyas Bank
        2) Co-Operative Banks of Gujarat
        1. The Kalupur Commercial Co-operative Bank Limited. 2. Rajkot Nagrik Sahakari Bank Ltd.
        3. The Mehsana Urban Co-Operative Bank Ltd. or any other bank as approved.

17. The work of Road Patching with cold mix shall start latest within 15 days from the date of issue of work order and will be completed as per time limit. Reason for delay in starting of work after 15 days shall result into sufficient cause for laying compensation for misappropriate progress. The contractor shall commence the work of lying pavement on or before the last date of period mentioned above. However the patching work with cold mix Auto-mechanized machine technology may be carried out as suggested by authorities.

18. The Contractor shall invariably get the job mix formula for the mix approved by the Engineer-in-charge or by TPI agency where applicable before starting of the work and when instructed by engineer-in-charge.

19. **Drawings and Photographs of the Works**
    The contractor shall do photography/ videography of the site as and when asked by Rajkot Municipal Corporation. No separate payment will be made to the contractor for this. The contractor shall have to submit the same as and when demanded by the Rajkot Municipal Corporation.

No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken, or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ videography shall be published or otherwise circulated without the approval of the Engineer in writing.

Signature of Contractor.

City Engineer	**City Engineer (Sp.)**	**Addl. City Engineer**
R . M . C .	R . M . C .	R . M . C .

ELIGIBILITY CRITERIA

.1. Eligible Bidders:

The bidder should posses following minimum experience:

1. Bidder should have completed at least one work of similar nature of **40%** OR two works of **30% each** of tender amount is completed in last seven years either in government or Semi-government as a main contractor.
2. Bidder should have enough machinery and experienced personnel to supervise the work.

2. Financial Criteria

An average annual turnover of last seven years should not be less than 50% of tender amount.

- Ø bidder should have Working capital not less than 25% of the estimated amount.
- Ø A bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practice.
- Ø Further, this invitation for bids is open to bidders who has minimum bid capacity equal to or more than the cost of the work. The bidding capacity shall be worked out using the following formula:

Bidding capacity = [A * N * 2] – B =_____(to be filled by Applicant)

where,

A = Maximum value of works executed in any one year during the last seven years (updated to .....* price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value (...* price level) of existing commitments and on-going works to be completed during that next N year (period of completion of the works for which the tenders are invited)

3. Enhancement Factor

Following enhance factor for respective year will be considered to arrive at current financial year:

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

4. LITIGATION HISTORY

The applicant should provide accurate information on litigation and/or arbitration resulting from Contractors completed or under execution by him over last five years If the details of Litigation History are hidden by the Bidder and later on it comes to the knowledge of the Employer, the Bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

5. Joint Venture (JV):

The Joint Venture must fulfill the following condition:

- Maximum Three agencies are permitted under JV
- Lead Partner must have at least 51% financial share in JV
- Other partner must have not less than 20% financial share in JV.
- All partner of JV are responsible for the execution of work
- Experience and financial criteria will be applicable as per share in JV.

Signature of Contractor.

Check List for submission of Documents	
Tender Fee submitted as per Tender	Yes / No
Tender Earnest Money Deposit submitted as per Tender	Yes / No
Registration documents submitted as per tender requirement	Yes / No
Financial Details:	
Turnover details submitted as per requirement	Yes / No
Working Capital as per requirement of tender is submitted	Yes / No
Valid Bank Solvency submitted	Yes / No
Validity of Bank Solvency	Date:
Experience Details:	
Details of Technical Staff and details of machineries submitted	Yes / No
Address proof submitted Identity proof submitted	Yes / No Yes / No
Fresh Declaration on Non-Judicial Stamp Paper regarding not black listed or Terminated or Debarred, is submitted	Yes / No
Professional Tax Receipt of current year	Yes / No

Note: **Over and above, the agency shall also have to submit all other necessary documents as may be required for pre-qualification, failing which, the agency will be treated as Non-responsive and will be DISQUALIFIED and also the online price bid of such agency will not be opened.**

Signature of contractor with seal

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

(Declaration To be submitted on Non-Judicial Stamp Paper of Rs.100/-)

DECLARATION

I/We hereby declare that I/ We am/ are not partner(s) black listed or terminated or debarred or connected with firm black listed or terminated or debarred in any States, CPWD/ MES / Railways or any Government, Semi-Government or Private body. Also, no 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 / Bar chart.	

AVAILABLE BID CAPACITY

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Value of works executed in Rs. Crores.							

The available bid capacity will be worked out as follows.

Available bid capacity = (A x N x 2) – B,

where

A = Maximum of updated total amount of work executed in any one year of the last five financial years.

B = The amount of the existing commitments and ongoing works to be discharge during time interval of N years from the bid due date.

N = Number of years prescribed for completion of the proposed works

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDER

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 Commissioner, Rajkot Municipal Corporation, will receive e-Tenders for the work of 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 Bidders or their representatives. The Commissioner, Rajkot Municipal Corporation, reserves the right to reject any or all e-Tenders or part of it which in the opinion of the Commissioner, Rajkot Municipal Corporation, does not appear to be in its best interest, and the Bidder 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 BIDDERS

A. The Bidders 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 Bidder 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 Bidder's experience in the fields relevant to this contract.
ii. The Bidder's financial capacity/resources and standing over at least 3 (Three) years.
iii. The Bidder's present commitments (Jobs on hand).
iv. The Bidder's capability and qualifications of himself and his regular staff etc.
v. Plants and Machinery available with the Bidder 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 BIDDERS

A. At his own expense and prior to submitting his e-Tender, each Bidder 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 Item Rate and contractor shall have to quote his price on Item basis in the schedule-B / Price Schedule. 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:

e-TENDER Document:

PART-I

Invitation to Bid, Additional Condition to Contractors
Instructions to Bidders
General Conditions of Contract
Additional Instruction, Format

PART-II

Technical Specifications ,
Quality control manual for works

PART-III

Schedule of "B"

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 by the stipulate date, which shall form the e-Tender.

The e-Tender is required to be complete with all the pages in which entries are required to be made by the Bidder are contained in the e-Tender documents and the Bidder 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. 19 hereof.

IT 7. EARNEST MONEY DEPOSIT:

A. Each Bidder must submit a receipt of deposit as Tender guarantee towards Earnest money amounting to **Rs.1,20,000/-** 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. The Tender Bond, shall be valid for a period of not less than One hundred Eighty (180) days from the date the e-Tenders are opened and shall comply with the requirements for Bond as stipulated in the General conditions of contract. The Tender guarantee bond will be held by the owner as a guarantee that the Bidder, if awarded the contract, will enter into the contract agreement in good faith and furnish the required bonds. Any e-Tender not accompanied by a Tender guarantee in the form of earnest money deposited for the sum stipulated in the e-Tender Document will be summarily rejected.

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

C. The Earnest Money Deposit (Tender Guarantee) will be forfeited in the event, the successful Bidder 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 Bidder 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 enter into an agreement to execute the contract for the work offered to him, his EMD

will be forfeited and the Bidder will be Black Listed / Debarred from tendering for further works of Rajkot Municipal Corporation for the period of three years.

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

IT 8. INCOME TAX CLEARANCE CERTIFICATE:
Latest Income Tax clearance Certificates must accompany with the e-Tender without which the e-Tender is liable to be summarily rejected. The Income Tax Clearance Certificate obtained from the Income Tax Officer shall clearly indicate the Income Tax Pan No/Circle/Ward, District and the reference number of the assessment along with the assessment year.

IT 9. PREPARATION OF E-TENDER DOCUMENTS
Bidders 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 Bidder 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
Bidders are requested to submit the E-TENDER Documents on following lines.

A. Volume containing following documents:
   I. E-TENDER security bond (Earnest Money)
   II. Certificates as registered contractor with Government of Gujarat or other appropriate authority or equivalent document.
   III. Bidder 's financial capability and standing over at least past three years
   IV. Current Income Tax clearance certificate or equivalent document.
   V. Bidder's experience in the field relevant to this contract.
   VI. A list of the equipment the Bidder possesses and that which he proposed to acquire/lease/jv and use for the purpose related to the work.
   VII. Bidder should submit All the drawings which they have received along with e-Tenders

The time limit for receipt of e-Tender shall strictly apply in all cases. The Bidders should therefore ensure that their e-Tender is received by the competent authority The Rajkot Municipal Corporation at the required place 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 and 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 hundred eighty (180) calendar days from the date of opening of the e-Tender and that the Bidder shall not be allowed to withdraw or modify the e-Tender offer on his own during the validity period. The Bidder 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 Commissioner 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 and Bidder will be debarred for next three year in Rajkot Municipal Corporation.

IT 12 GENERAL PERFORMANCE DATA

Bidders 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 e-Tender is made by an individual it shall be signed with his full name above his current address. If the e-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 PRICES ARE FIRM & FIX

Prices are Firm and Fix and No price escalation will be entertained for the contract period or extended period, if any.

IT 15 INTERPRETATIONS OF E-TENDER DOCUMENTS

Bidders 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 Bidder finds discrepancies, or omission from the specifications or other documents or should be in doubt as to their meaning, he should at once address quarry to the Commissioner, Rajkot Municipal Corporation. The result of interpretation of the E-TENDER will be issued to all Bidders 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. In case of error in the rate prescribed in e-Tender, the S.O.R. rate is to be taken final.

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 Bidders. These shall form a part of e-Tender. The Bidder 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. Bidders 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 Bidders 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 this schedule is to be reckoned from the date of notice to proceed. Total completion period (**as mentioned in tender document**) 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, Bidders and their representative or other interested parties are advised to refrain from contacting by any means any Corporation's 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 Bidders, either in writing or through personal contact, as may be necessary. The Bidder 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 Bidder 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 Bidder 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. Bidders should therefore in their own interest note this provision to avoid rejection of their e-Tenders.

IT 24 AWARD

Award of the contract or 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 only.

After all contract contingencies are satisfied and the Notice of Award is issued, the successful Bidder 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 Rajkot Municipal Corporation.

If the Bidder 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 Rajkot Municipal Corporation may annul his award and declare the e-Tender security forfeited and will take action as deemed fit.

A corporation, partnership firm or other consortium acting as the Bidder 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 Bidder is duly authorized to do so.

IT 25 SIGNING OF CONTRACT

The successful Bidder 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 to annul 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 into consideration if,

(a) The Tender Security 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) Bidder does not agree to payment terms defined as per Article IT. 23 i.e. payment terms.
(f) The e-Tender is not filled properly as required as per Article IT. 41 i.e. Filling of e-Tender

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

_Price variation is proposed by the Bidder on any principle other than those provided in the E-TENDER Documents.
_Completion schedule offered is not consistent with the completion schedule defined and specified in e-Tender document.
_The validity of e-Tender is less than that mentioned in Article IT. 11 i.e. e-Tender validity period.
_Any of the page or pages of e-Tender is/are removed or replaced.

_Any condition which effect the cost.

IT 27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

As a contract security the Bidder 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 fixed deposit receipt of any Nationalized Bank or Schedule Bank duly endorsed in favour of the 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 Bidder shall have to enter into an agreement as per Stamp Duty Act and as per the form of the agreement approved by the Corporation. The cost of stamp paper and adhesive stamp shall be born 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 Bidder 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 Bidders in e-Tendering.

IT 32 EFFECT OF e-TENDER

The e-Tender for the work shall remain for a period of 180 calendar days from the date of opening of the e-Tenders for this work and that the Bidder shall not be allowed to withdraw or modify the offer in his own during the period. If any Bidder 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. Tender validity period may be extended by mutual consent.

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 (Not Applicable)

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 Bidder 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 or modify 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 will be accepted. The conditional e-Tender will liable to be rejected.

IT 39 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 prevailing 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.

IT 41 FILLING OF e-TENDER

The bidder shall have to fill all the details required in on-line bidding form of e-Tender. Incomplete OR inappropriate OR wrong information filled may cause the e-Tender to be rejected.

Signature of Contractor.

City Engineer	**City Engineer (Sp.)**	**Addl. City Engineer**
R . M . C .	R . M . C .	R . M . C .

TENDER DECLARATION FORM

To
The Municipal Commisisoner
Rajkot Municipal Corporation
Rajkot.

Project:
Repairing of road potholes using Auto-mechanized machine within the limit of Rajkot Municipal Corporation

Ref : _____

_____

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the Tender documents comprising Notice Inviting Tenders, Articles of Agreement, Scope of work, Definition of terms, Instructions to Bidder, Conditions of Contract, special conditions of contract, Appendices, Specifications, Schedule of quantities and tendered drawings furnished by The Rajkot Municipal Corporation. I/We have satisfied myself/ourselves as to the location of site, examined drawings.

I/We do hereby offer to execute and complete the whole of the work within the time specified all in accordance with the specifications, designs, drawings and instructions in writing referred to in the said documents and with such materials as are provided for, at the respective rates which I/We have quoted in the schedule-B or at such other rates as may be fixed under the provisions of these conditions.

In the event of this tender being accepted I/We agree to enter into an agreement as and when required and execute the contract, according to your Form of Agreement or in default where of I/We bind myself/ourselves to forfeit the 'Earnest Money Deposit'.

I/We understand that if I/We shall not enter in agreement within ten days from the date of receipt of letter of acceptance, you will forfeit the earnest money paid by me/us and take necessary action as deemed fit.

CONTRACTOR.....
EMPLOYER.....

I/We have submitted a DEMAND DRAFT as an "Earnest Money Deposit", for the sum of **Rs.1,20,000/-** the full value of which is to be absolutely forfeited to the Employer should I/We fail to commence the works specified. Otherwise the said sum shall be retained, by the Employer as on account of such `Security Deposit' as provided for in the aforesaid documents.

I/We agree not to employ Sub-contractors other than those that may be approved in accordance with conditions in the aforesaid documents or as approved by authorities.

I/We understand that you are not bound to accept the lowest or any tender which you may receive.

I/We shall refer all disputes arising out of or relating to the agreement to the arbitration in accordance with conditions of contract.

I/We am/are bound to execute the job if the letter of acceptance is issued within 180 days from the date of opening of the tender.

I/We agree to pay the Government Income-Tax, CGST & SGST, Sales Tax on construction, Octroi duties and all other taxes prevailing from time to time on such items on which the same are leviable and the rates quoted by me/us are inclusive of the same.

Date:_____

Yours faithfully,

_____

Signature of Contractor

Address:

CONTRACTOR.....
EMPLOYER.....
..

SECTION – 2

GENERAL CONDITIONS OF CONTRACT

:: TABLE OF CONTESTS ::

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GC-4	Ruling language
GC-5	Interpretation of Contract Document
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GC-7	Errors in submissions
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GC-9	Discrepancies
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GENERAL CONDITIONS OF CONTRACT

GC-01 DEFINITION AND INTERPRETATION

1. In the contract (as here in after defined) the following words and expressions shall, unless repugnant to the subject or context there of, have the following meanings assigned 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 owners successors and assignees .

1.2 The "Contractor" shall mean the person or the persons, firm or company whose tender has been accepted by the owner and includes the contractor's legal representative, his successors and permitted assigned.

1.2.1 "Consultant" shall mean Advisor who are the Technical Advisor to Corporation for these assigned works

1.3 The "Engineer - In - Charge" shall mean the concerned Deputy Executive Engineer Or City Engineer Or Equivalent City Engineer to act for and on its behalf for the operation of this contract.

1.5 "Engineer - In - Charge's Representative" shall mean any resident Engineer or Asstt. to the Engineer-in-Charge appointed from time to time by the owner to perform duties set forth in the Tender document whose authority shall be notified in writing to the contract by the Engineer-in -charge.

1.6 "Tender", the offer or proposal of the Bidder submitted in the prescribed form setting forth 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 contract document.

1.8 "Addenda" shall mean the written or graphic notices issued prior to submission of tender which modify or interpret the contract document.

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 tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the 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-chage 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 pertain 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) thereunder. 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 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 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 here in be fore 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 / Email / SMS on Mobile of the Contractor and shall be doomed 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 bidder that his tender has been accepted in accordance with the provisions contained therein.

1.28 "Order" and "Instruction" 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 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 WORK".

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 site of tendered work is city roads in Rajkot lying in different wards. The intending bidders should inspect the site & make himself familiar with site conditions and available communication facilities .
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.

GC.03 SCOPE OF WORK

The scope of work is defined broadly in the General and special conditions of contract and technical specifications. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work till completion. 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.

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 RULLING LANGUAGE

The language according to which the contract shall be construed and interpreted shall be English. All entries in the contract documents and all correspondence between the contractor and the Corporation or the Engineer-in-charge shall be in English and Gujarati. All dimensions for the materials shall be given in metric units only

GC.05 INTERPRETATION OF CONTRACT DOCUMENTS

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 specification 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 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 subdivision of the documents into separate sections 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 override the provisions of General Condition of Contract to the extent of each repugnancy of variance.

7. The materials, design, and workman ship 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 OBTAIN HIS OWN INFORMATION"
The details given in the tender are arrived at after 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 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 specification at the tendered rates.

He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labor 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 inquiries as may be necessary for executing and completing the work, to have local inquiries 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, octroi and other charges etc. in contract with the execution of this contract. The Contractor shall give a certificate for this .

GC.06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY

The contractor by tendering shall be deemed to have satisfied himself, as to all considerations and circumstances affecting the 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 TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness of the tender rates which rates shall, except as are 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 supersede all else. Should any discrepancies however, appear or should any mis-understanding 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 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 no specially shown and described in 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 tender shall be deposited by the bidder. (hereinafter called the contractor when 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 cotract. This shall be deposited in one of the forms mentioned below :

   a. By a Demand Draft on the Rajkot Branch of any Scheduled 'A' Bank.

   b. A fixed deposit receipt of a Schedule Bank or Nationalize Bank in favor of the Rajkot Municipal Corporation ,Rajkot.

   c. The contractor may pay 2.5% of the value of work 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 deposit amount is made up. However, if the value of the work as per actual execution exceeds the accepted value of tender because of allotment of further work, further recoveries towards security deposit shall be affected 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 five (5) percent of security deposit within ten days of receipt by him of the notification accepting the tender in the form as aforesaid.

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 expenses 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 authorised 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 broach of the above, the same shall be uncovered at contractor's expenses for carrying out such inspection or measurement.

2. No material shall be dispatched 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 **24 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. If at any time before the work is taken over, the Engineer-in-charge shall -

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 fulfil the requirements of contract (all such materials

being herein after called defects in this clause) he shall, as soon as reasonably practicable, 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 steps as may in all circumstances be reasonable 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 vent of any deviation being ordered, which in the opinions 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 contractor will have to seek the details of the works in commensurate with GC.20 immediately on receipt of the work order from Engineer-in-Charge subsequently. The contractor shall provide the Engineer-in-Charge the detail programme and time schedule for execution of the works in accordance with the GC.20 & final completion date. The Engineer-in-Charge upon scrutiny of such submitted programme by the contractor, shall approve it or suggest modification within ten days, if found necessary. The entire program to be finalized by the contractor, has to conform to the execution period mentioned along with the Bill of quantities in the tender documents. The Engineer-in-charge upon scrutiny of such submitted program by contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC.15 SUBLETTING 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

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 work had been done directly by the contractor. In any case consent shall be sought from owner.

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 G.C. 18 'Extension of Time', the contractor shall pay liquidated damages for the delay.

2. The general time schedule for construction is given in the 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, rectification, if any, re -testing 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 the 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 bidder shall enter into and execute the contract agreement within 10(ten) days of the notice of award, in the form shown in 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 by the stipulated completion date for the work or for that part, he shall pay liquidated damages at 0.1 percent of contract value for each day of delay subject to maximum of 10% of the

contract value Or as decided by Municipal Commissioner.

The contractor shall complete one-third work within one third period, subsequent one third of work within subsequent one-third 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 damaged shall, however, be subjected to a maximum of 10 percent of the contract value. Delays in excess of one hundred days shall be a cause for termination of the contract and forfeiture of all security for performance.

GC.21 FORFEITURE OF SECURITY 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 have forfeited the whole of his security deposit or have 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 rescission 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 security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the owner.

(b) To employ labor and to supply materials to carry out the balance work debiting contractor with the cost of labor 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 claim 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 NO COMPENSATION FOR ALTERATION IN ON 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 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 the 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 in 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 CONTRACTOR

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 of the 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 equipment, 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 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 persons or persons so removes shall not again the 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 be replaced at the expense of the contractor by a qualified and competent substitute. The contractor should 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 grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this claims 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 SUBCONTRACT BY OWNER

If any subcontractor engaged upon the works at the site execute any work which in the opinion of Engineer-in-charge is not in accordance with the contract documents, the owner may by written notice to the contractor request him to terminate such subcontract 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 subcontractors 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.

1) Fail to carry out works in conformity with the contract documents, or
2) Fail to carry out the works in accordance with the time schedule or
3) Substantially suspend work or the works for a period of seven days without authority from Engineer-in charge or
4) Fail to carry out and execute the work to the satisfaction of the Engineer-in-charge, or
5) Fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things or
6) 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
7) Abandon the work or
8) 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 workman, 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 payment 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 any 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 condition, 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 by laws 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 contractors 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 contractors 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

No adjustment in price shall be allowed, however, adjustment in price shall be allowed if Star Rate is allowed to the contractor as per the tender Price Bid accepted.

GC.36 TERMS OF PAYMENT

The payment of bill 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 payment schedule at various stages of the work, in accordance with the conditions at clause GC-81.

GC.37 RETENTION MONEY

1) Pursuant to clause GC-36 (terms of payment), money due to the contractor for work done, the 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 & till such period the work has been finally accepted by the Corporation and a completion certificate issued by the Corporation in pursuant to clause-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, 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 therefrom.

GC.40 BREACH OF CONTRACT BY CONTRACTOR

If the contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instructions given to him in writing by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract, the Corporation may give notice in writing to the contractor to make good such failure, neglect, or contravention. Should the contractor fail to comply with such written notice within 10 (Ten) days of receipt, 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 andit shall be lawful for the Corporation without prejudice to any other rights the Corporation may have under the contract, to terminate the contract for all or part of the works , and make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event the performance Bond shall immediately become due and payable to the Board. The value of the work done on the date of termination and not paid for shall be kept as deposit for adjustment of excess expenditure incurred in getting the remaining work completed and the Corporation shall have free use of any works which the contractor may have at the site at the time of termination of the contract.

GC.41 DEFAULT OF CONTRACTOR

i) The Corporation upon written notice of default to the contractor terminate the contract circumstances detailed here 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 reserve 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
   (a) Any completed works.
   (b) 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 liquidate 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 though 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 upto 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 authorised 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 OVERPAYMENT AND UNDERPAYMENT

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 or from any sum due to the contractor 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 Rajkot Municipal 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. The question, dispute or difference shall be settled by the Municipal Commissioner Rajkot Municipal Corporation, who shall state his decision in writing and give notice of same to the Engineer-in-charge and to the contractor. Such decision shall be final and binding upon both parties. The contract and work on contract if not already breached or abandoned shall proceed .

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 :

The contractor shall be paid for all works approved by the Engineer-in-charge and for any other legitimate expenses due to him.

If the Corporation terminates the contract owing to Force Majoure 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,

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 or storing of 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 out break 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 time 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 embargos and provided that the contractor shall within Ten (10) 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

All work 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:

i. Protect and preserve the rights of the Corporation and the Engineer in charge with respect to the works to be performed under the sub-contract so that the sub-contracting party will not prejudice such rights.
ii. Require that such work be performed in accordance with the requirements of contract documents.
iii. 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 and comply in accordance with the contract documents for like claims by the contractor upon the Corporation.
iv. Waive all rights the contracting parties may have against one another for damages caused by fire or other porils 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,

v. Obligate each sub-contractor specifically to consent to the provisions of this Article.

GC.54 PATENTS AND ROYALTIES

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 free 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.

With respect to any subcontract 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.

The owner shall indemnify and save harmless the contractor from any loss on account of claims against contractor 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 owner 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 documents, 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 shall be carried out on Sundays 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 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 laborers do not remain idle. The owner will not be responsible for idle labor of the contractor. The contractor shall submit to the owner progress report every week. The details and Performa of the report will be as per mutual agreement.

GC.60 DRAWINGS TO BE SUPPLIED BY THE OWNER – Not Applicable

The drawings attached with the 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. Details working drawings according to which the work is to be done shall be furnished from time to time as the work progresses. The contractor shall study the drawings thoroughly in connection with details and bring to the notice of the Engineer-in-charge discrepancy if any, before actually carrying out the work.

GC.61 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR-Not applicable

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 the 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 in 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 laborers 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, distance marks and center line 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, labor and other facilities necessary for checking at his own cost. Pillars boring 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 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. Material to be supplied by the contractor :
Contractor shall procure and provide all the material required for the execution and maintenance of work including 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.

The value of store materials supplied by the owner to the contractor shall be charged at rates shown in the contract documents 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 contract 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 balances 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.

G.65 CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER

(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.
(b) Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.
(c) Material shall be issued by the owner in standard/non-standard sizes as obtained from manufacturer.
(d) Contractor shall construct suitable go downs at site for storing the materials to protect the same from damage due to rain, dampness, fire, theft etc.
(e) The contractor should take the delivery of the materials issued by the owner after satisfying himself that they are in good conditions. 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 contractors to replace them at his cost according to the instructions of the Engineer-in-charge.
(f) 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.
(g) 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.
(h) Contractor shall be required to execute indemnity bond in the prescribed form for the safe custody and account of materials issued by the owner.
(i) 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.
(j) 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.
(k) 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 owners stock or purchase made under orders or permits or licenses issued materials as trustees for owner, and use such materials not dispose 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 charges if any. The decision of Engineer-in-charge shall be final and conclusive in such matters. In the event 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 the property of the owner and will be disposed of 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, treasurers, relics, antiquities 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 the 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 AND DESIGNS AND EXTRA WORK

A.) The Consultant /Engineer-in-Charge shall have power to make any alterations in, omission from, addition to, substitutions 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 for completion may be extended by the consultant 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 contracts 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 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..

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 Consultant/Engineer-in-Charge of the rate which he intends to charge for such work supported by rate analysis and the Consultant/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 Consultant/ 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.

B) But under no circumstances, the contractor suspend 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 specification is supplied by the owner in the tender documents, such work shall be carried out in accordance with relevant la-test BIS and if BIS do not cover the same, the work shall be carried out as per general technical specification for building work; and if not coverd in then it is to bewith 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 cost as the Engineer-in-charge may direct at paver plant. Contractor shall provide assistance, instruments, labour, and materials as are normally required for examining, measuring and testing of any work or 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 other wise 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 labor 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 ten (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 contract. 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 contract (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 only.

In order that contractor could get a completion certificate, he shall make good, with all speed any defect arising from the defective materials supplied by contractor or 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 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 all 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 work. The opinion of Engineer-in-charge as to the item of work which are necessary and reasonable for completion of 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, labor 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 materials of whatsoever kind for work and shall include an indemnity to owner which contractor hereby gives against all actions, 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 West 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 risks 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 systems. All the works in progress will be jointly measured by the representative of engineer- in –charge and contractor's authorized person. 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 agent in token of acceptance. If the contractor or his authorized agent fails to be present when ever required by engineer- in –charge for taking measurements for any reasons whatsoever, the measurement will be taken by the Engineer-in-charge or his authorized representative notwithstanding the absence of contractor and these measurements will be deemed to be correct and binding to the contractor.
2) Contractor will submit a bill in approved Performa 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 happen of any event upon which contractor basis such claims & 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 be 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. No payment shall be made for work costing less than Rs.10,00,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs.10,00,000/-. 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 will be generally be made to the contractor within thirty (30) days of submission of the bill duly pre-occupied on proper revenue stamp. Payment due to contractor shall be made by the owner by crossed account payee cheque in Indian Currency forwarding the same to the registered office of the contractor. Owner shall not be responsible if the cheque is mislaid or misappropriated by unauthorised persons.

GC.85 FINAL BILL

The final bill shall be submitted by contractor within one (1) month of the date of completion of work and handing ower the plant/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 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 other 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 completion of individual areas shall be considered on monthly basis as approved and not of total contractual work in totality and defect liability shall also be considered accordingly.

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 cleared 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, labor 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 of the same as he thinks fit.

3. The following documents will form the completion documents :
   a. 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.(if applicable)
   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.
   g. Operation and maintenance manual.

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 defects liability period as 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 shall (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 or 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 sale tax, duties, octroi, etc now or herein after 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 West

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 sale 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. IP, 'C' and 'D' from shall be supplied by the owner, and the contractor shall be required to pay full sales tax as applicable.

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

3. Contractor further agrees to comply and to secure the compliance of all subcontractors with applicable West state, municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify and hold harmless the owner from any liability or penalty which may be imposed by West, state or local authority by reasons of any violation by contractor or subcontractor 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 West or state government authority or any administrative sub-division thereof.

The sales tax on work contract will be born by contractor.

GC.89 INSURANCE

Contractor shall at his own expenses carry and maintain with 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 impose by the Employee'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 West 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 West 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 Corporation Accounts, the employees 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. Workmans 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 subcontractors.

2. Contractor shall indemnity 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 contractors.

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 employees' Provident Funds Act 1952 and/or the contract Labor (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 sec. (12) sub section (2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to or to become due to the contractor or from the security deposit. Owner will not be bound to contest any claim made under section (12) subsection (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.

4. 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 made goods 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 thereunder 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 labor 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. 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. 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-contractors/employees in this regard.

3. 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,

(a) Excavation
(b) Hoisting areas
(c) Areas adjudged hazardous by Contractor's OR Owner's inspectors.
(d) Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-in-charge/site Engineer.
(e) Rail road unloading sports.

   3.2 Contractor's employees and those of his subcontractors 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. 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 1.0M (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 M (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'.o")

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 9.0M (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 upto and including 3.0M (10'); in longer ladders this width would be increased at least 6MM(1/4") for each additional 30 cm (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 fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing 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. Excavation : -

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

5.2 Ladder shall be extended from bottom of the trench to at least 3" above the

surface of the ground. The side of the trench which are 1.5M (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 1.5M (5') of the trench or 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. 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 asphalt materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

8.0 Risky Places :

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.

9.1.1 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.

9.1.2 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.

9.1.3 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.

9.1.4 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.

9.1.5 In case of departmental machine, the safe work load shall be notified by the Engineer-in-charge, As regards contractors machine, the contractor shall, notify, the safe 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:

10.1 Motors, gears, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliance 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 boots 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 :

11.1 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 :

12.1 These 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 :

13.1 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 Not withstanding the above clauses 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 the 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 provision 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 indemnify the owner against all loss or damage resulting directly or indirectly from the contactor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the owner as a consequence f 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 or sums of money as may in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of award from the labor commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

GC. 96 CHANGES IN COST AND LEGISLATION

There shall be no addition or deduction from the Contract Price due to changes to any National or State Statute, Ordinance, Decree, Law, Regulation, or bye law.

GC. 97 COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Signature of Contractor.

City Engineer	**City Engineer (Sp.)**	**Addl. City Engineer**
R . M . C .	R . M . C .	R . M . C .

RAJKOT MUNICIPAL CORPORATION

Additional Instructions to persons tendering

1. EXAMINATION OF LOCATION:-
   Statement as to the conditions under which the work is to be performed including surveys, measurements, dimensions calculations, estimates, etc. are made solely to furnish a basis of completion of tenders and the Rajkot Municipal Corporation does not guarantee on represent that, they are given approximately correct. The contractor shall satisfy himself by his own inquiry, investigation and search regarding all materials effecting the work to be done and labour and materials needed and shall make himself reliance thereon.

2. The work including in this contract, shall be carried out in accordance with the specifications, rules and regulations as laid down in the books mentioned below in order of the property.

   The employer Hand Book Volume I & II, 1949 Edition. If the reference books quoted above fall short for the items quoted in the schedule of this contract, reference shall be made to Indian Standard Specifications of the latest. Edition. If any of the items of this contract are not covered by the reference books quoted above decision and specifications as directed by the Addl. City Engineer, RMC shall be final. This shall depend on the standard specifications followed the items concerned.

3. PROGRAMME:
   The Engineer In-Charge may at any time give direction as to in order and manner in which the several parts of the work shall be carried out and the contractor shall strictly observe such directions.

4. RETURNS:-
   The Contractor shall furnish to the Engineer in charge every week during the progress of the work classified weekly returns.

5. PROCUREMENT OF PETROLIUM PRODUCTS:-
   The contractor shall submit monthly, the purchase bills for bitumen, LDO and HSD.

   The contractor shall submit the monthly returns in the prescribed forms as to the receipts and actual use of the bitumen, LDO and HSD during the month to the Engineer in charge close of every calander month.

6. PERMIT & LICENCE :-
   The contractor shall procure his sole expenses all permits and license and pay all charges and fees for lawful execution of the work.

7. TEMPORARY QUARTERS:-
   The contractor will be required to make his own arrangement for the housing of his staff required as per statutory provision.

8. Conditions regarding medical and sanitary arrangement to be provided by the contractor as per statutory provision.

9. SUBLETING OF WORK.
   The Contractor will not be permitted to sublet any of the work unless permission is provided.

10. EMPLOYMENT OF RESIDENT ENGINEER :-
    The contractor shall employ skilled and fully experienced, qualified engineer for carrying out the work. Before employing a skilled and experienced Resident Engineer, the contractor shall obtain the previous permission and approval of the Engineer in charge for making such appointment as to the suitability and eligibility of the Resident Engineer. The Resident Engineer shall be considered at any time to be acting for the contractor with full responsibility in every respect. While submitting such proposal, the qualifications and experience of the persons shall be fully listed. It must be seen that person with proven and sufficient experience shall be preferred.

11. CO-ORDINATION OF SPECIFICATION, PLANT AND SPECIAL PROVISIONS:-

The Standard specifications, the plants, the special provisions and all supplementary documents are essential parts of the contract and requirement occurring in one shall be binding as though in occurring in all. They shall be intended to be co-operative to describe and provide for a complete work. Incase of disagreement the plant shall have procurence over the standard specifications. Figures, dimensions shall given over scale dimension. In any case such variation shall be decided by the Engineer in charge.

12. INSPECTION OF WORK AND MATERIALS:-

(i) For Resident Engineer, Agent and employees of the contractor, contractor shall provide proper facilities.

(ii) The inspection of the work shall not relieve the contractor from his obligation to fulfill the terms of the contract as herein prescribed by the plans and specification.

(iii) The contractor shall furnish written information to the Engineer in charge stating the original sources of supply and dates of manufacturing of all materials brought or manufactured away from the actual site of the work.

(iv) The contractor shall furnish the Engineer in charge with every reasonable facility as assistance for ascertaining whether or not the work performed is in accordance with the requirements and instructions of the plans and estimates and specification, if so, directed, the contractor any times before and after considered. Necessary for fresh inspection at his own cost. After the inspection, the contractor shall restore the said portion of the work to the conditions required by the specifications at his own cost.

(v) In order to ensure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks before of otherwise as directed by the Engineer in charge in advance of the use of incorporation in the work of any such materials and this shall be given in writing by the contractor.

(vi) Failure to reject any defective work of materials, any time will not is any way, provent laster rejection when such defect is discovered or observed.

13. The contractor shall obtain from employer stations of the place or places, where it is permitted for his to deposit the materials excavated. the contractor shall accept the site as he funds it, and any work that may go necessary to carry out, the contractor shall be provided for in his contract price.

14. The contractor shall be responsible for the true and proper setting out of the works and or the correctness of the positions, levels, dimensions, and alignments of all parts of the works and for the provisions of all necessary instruments appliances and labour in connection therewith. If any time, during the progress of the works any error shall appear or arised in the positions, levels, dimensions or alignment or any part of the works. The contractor shall at his own expenses, rectify such errors is based on the correct date supplied in writing by Engineer in charge in which case the expense of rectifying the same shall be borne by the RMC. The checking or any setting out or any line or level by

the Engineer in charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness thereof. The contractor shall carefully protect and procure all bench marks, site, nails, pegs and other thing used in setting out work.

15. As order book shall be provided and maintained by the contractor for the work and the contractor shall sign the orders given by the department and shall carry them out. Work order book is the property of the RMC. and shall remaining the custody of RMC. That is supervisory staff on duty. Compliance shall be carried out promptly and reported to the Engineer in charge in good time so that work can be checked.

16. EXTRA- ITEM RATE LIST :-

In case of the extra items, the contractor shall invariably supply the rate analysis based on the labour, materials, required in the items along with his quotations for the items. The rate of extra items shall be decided by the competent authority of the department. The final decision of the competent authority of the employer regarding rates, specifications etc. shall be binding upon the contractor. The decision of competent authority shall be final

17. As petty items occurring in the work and as found necessary actual execution shall be carried out in general as per general specification current in division and as per orders of the Engineer in charge from time to time.

18. It shall be distinctly and clearly understood that commodity of the contract and specifications on the ground of custom prevailing is not be allowed. Extra charges of claims in respect of the extra works will not be allowed unless the work to which they related is clearly beyond the sprit and meaning of the specifications or unless such work are ordered of the specified manner before the work is taken in hand, in writing by the Engineer in charge.

19. The contractor shall provide all labour and pegs, strings and other materials as required for lining and measuring all the work without any payment from the Government.

20. The dimensions, figures and drawing etc. shall be followed as supplied by the Engineer in-charge from time to time. No claims or dispute from contractor shall be entertained due to charge in plans or detailed drawings.

21. The contractor shall provide suitable stones with flat top and temporary bench mark, page, required for lining out and fixing the necessary levels without any extra cost. If required such stones may be build in masonry at such places and in such manner as the Engineer in charge or his Assistant in charge of the work determines.

22. All purpose connected with work, the contractor are required to make their own arrangments for a sufficient supply or water or quality and quantity and at such places on the work as may be order by the Engineer in charge. The rate quoted in the contract are for completed work and shall cover all the contractor's cost in supplying water to the terms stipulated in the clause of this contract. Incase the contractor was to make use of plots, adjacent to work site, for stacking material etc. they have to approach owners of these plots or such other authority and make their own arrangements. The Engineer in charge will not be held responsible for any complaints on such cases from anybody.

23. Every spot on the work and site shall be kept clear of accumulation of debris from time to time.

24. All the materials to be used in the work may from time to time subject to test as per relevant IS or directed by the Engineer in charge at the expenses of the Contractor.

25. Notwithstanding that, all proper precautions may have been taken by the contractor during the progress of the work, the contractor shall be held responsible for all damages, whether to the work under execution or to any other property or live persons during the progress work and the period maintenance.

26. The site of the work after the completion of the work shall be given to the RMC Engineer-in-charge in neat and clean conditions after removing all the rubbish laying incompount of ground.

27. The contractor shall as far as possible employ the labour work giving priority to the labour resides locally.

Signature of Contractor.

City Engineer	**City Engineer (Sp.)**	**Addl. City Engineer**
R . M . C .	R . M . C .	R . M . C .

SECTION – 3

TECHNICAL SPECIFICATIONS

Technical Specifications & Methodology of Potholes Repairs with COLD MIX

DETAILS OF COLD MIX

RECOMMENDED PROCEDURE:

Auto-mechanized Machine:-

Step – I:- Using the high volume blower, the Auto-mechanized machine easily blows all loose debris and even water from pothole; cleaning it, and preparing the hole for an effective patch.

Step-II:- The Auto-mechanized machine now coats the potholes with an emulsion which seals the potholes and prevents further damage from occurring, due to moisture.

Step-III:- The control switch on the conveyor is now activated by the operator to put aggregate into the auto-mechanized machine air stream. As a aggregate passes through the nozzle it is coated with fresh emulsion and is spread by the operator into the hole or broken road edge. Because the Auto-mechanized emulsion mix is spread at higher speed, compaction from the bottom is achieved denser than rolled asphalt.

Step-IV:- The wet top of the repaired area can now be protected from traffic flow using either dry aggregates spread or for inner city work (where loose chip is potential hazard) sand/stone dust.

Aggregates

The aggregates consists of crushed angular pieces of hard rock which range upto 20 mm. A mixture of sizes produces the best interlocking effect and therefore a much denser patch. The aggregate should be reasonably dust free although sweepings form reseals are often usable. Round river stones are not suitable. Damp aggregate is best, allowing the emulsion to adhere more readily as it is propelled through the nozzle. Water injection supplied by the pressure tank via the venturi feed system allows for moisture to be added to aggregates which are too dry. The aggregates shall conform to IS & MORTH guidelines.

Emulsion

The cold emulsions recommended are either anionic or cationic and have a 60 to 65% Emulsion content. The emulsion needs to be medium to rapid setting depending upon environment & site condition. The emulsion must be free of lumps or impurities which will block spray rings.
The emulsion must be free from lumps or impurities to avoid the blockage of spray. It shall conform to IS & MORTH guidelines.

Mode of Payment:-

The Payment to the Contractor will be on the per Sq. Mt. Basis . The Surface area of the Pothole / Bad patch to be repaired will be measured . The rate quoted for the respective item depending on the Depth of the Repaired Pothole / Bad patch will be applied.

Technical Specifications & Methodology of Potholes Repairs with COLD MIX

- All the loose debris and water in the potholes shall be blowered off using high volume blower, installed in Auto-mechanized Machine.
- The affected area shall be cleaned, prepared, sealed, filled, cured and ready for traffic in one smooth operation.
- Applying uniform sprinkled tack coat of asphalt emulsion with Auto-mechanized Machine which covers the affected surface uniformly & provides good bonding surface for upper layer.
- Cold Mix Design aggregates (mixture of aggregates & emulsion) shall be forcibly grouted on affected patch with Auto-mechanized Machine uniformly of required thickness to get uniform surface.
- A highly efficient surface Compactor shall be applied on grouted surface to get the affected surface properly levelled & compacted to get the smooth surface which is integrated, smooth & uniform in texture & durable.
- A uniform sprinkled tack coat emulsion which covers the grouted surface , shall be applied uniformly with Auto-mechanized Machine.
- Dry aggregates / stone dust / fine aggregates shall be sprinkled on the grouted surface to make the surface dry and free for its use.
- In all the pothole repairs / patch works shall be carried out uniformly in single operation by providing emulsion on the sub base area using emulsion @ the rate of 2.5 kg / 10 sqm confirming to IS & MORTH guidelines using emulsion pressure distributor cleaning the sub base area with high pressure blower, then applying the ready cold mix aggregates of required thickness (emulsion @ 5% by weight of mixture) with Auto-mechanized machine including applying the surface compactor / vibrator to compact the surface uniformly, over & above using emulsion @ the rate of 2.5 kg / 10 sqm shall be applied with pressure distributor of similar quality including spreading the dry aggregates / stone dust uniformly one the surface to get the surface ready for traffic.
- The aggregates to be used of uniform quality, conforming to IS & MORTH guidelines.
- The emulsion to be used for cold mix should be fresh & thus the mix should be sprayed with the help of forced air draft by the Auto-mechanized Machine, the emulsion shall be conform to IS & MORTH guidelines.
- Use of Emulsion tank, blower & hopper (in built components of Auto-mechanized Machine) & vibrator are essential for the work & shall be used during patch repair work by Auto-mechanized Machine.
- All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and vehicular traffic.

MATERIALS CONFORMATION

Aggregates

The aggregates consists of crushed angular pieces of hard rock which range upto 20 mm. A mixture of sizes produces the best interlocking effect and therefore a much denser patch. The aggregate should be reasonably dust free although sweepings form reseals are often usable. Round river stones are not suitable. Damp aggregate is best, allowing the emulsion to adhere more readily as it is propelled through the nozzle. Water injection supplied by the pressure tank via the venturi feed system allows for moisture to be added to aggregates which are too dry. The aggregates shall conform to IS & MORTH guidelines.

Emulsion

The cold / hot emulsions recommended are either anionic or cationic and have a 60 to 65% Emulsion ontent. The emulsion needs to be medium to rapid setting depending upon environment & site condition. The emulsion must be free of lumps or impurities which will block spray rings.
The emulsion must be free from lumps or impurities to avoid the blockage of spray. It shall conform to IS & MORTH guidelines.

POTHOLE REPAIR PROCESS:

This Item shall govern for the repair of potholes, spalled areas, depressions, and ravelled areas of damaged pavement edges in roadway surfaces.

POTHOLE PATCHING:

This is a Permanent Pothole Repair job and shall include setting up work area for safety, marking area to be repaired, excavation when necessary, cleaning and removal of debris. The equipment should be contained in a single vehicle carrying air blower to clean the pothole, emulsion container with arrangement to spray, hot emulsion container with dispensing system with proper controls to ensure dispensing of right quantity at the recommended temperature before compacting, compactor which can exert pressure for proper compaction of mix, safe cabin for the driver/operator, Traffic control indicator lights when the work is in progress on the road and work lights mounted on the vehicle making it capable of working in the night. The unit should be capable of pothole filling, surface repair and crack filling.

Traffic controls during all pothole repairs are to include but not limited to traffic control devices and other barriers, cones and flag people in each direction of traffic flow.

JOINT AND CRACK SEALING

1 - General: Joint interfaces must be cleaned by mechanical routing or sand blasting to remove all loose paving materials and to provide a minimum ½" deep sealant reservoir. All remaining loose particles shall be blown out of the joint with compressed air.

2 - Temperature Limitations: Kettle sealant shall be melted in accordance with manufacturer's instructions. Pay particular attention to maximum material temperatures.

Ambient: Ambient air temperatures shall be 40^0 F or higher and all cracks/joints to be sealed shall be free of moisture.

Application: Joint sealer shall be applied at the recommended temperature and shall be flush with the

surface of the adjacent pavement.

3 - Protect from pedestrian traffic and vehicular traffic until the sealant has cooled sufficiently to not track or pick up. Contractor shall clean all sealant tracked onto or into sidewalks, buildings or automobiles.

SPECIFICATIONS

The Contractor shall furnish all materials. The Contractor shall use materials that meet the requirements of the Specifications For Road and Bridge Works" (Fourth Revision – 2001), as corrected in the original issued by the Ministry of Road Transport & Highways (MORT&H), Government of India and published by the Indian Roads Congress (IRC) Specifications and Material Specifications items. The equipment should be contained in a single vehicle carrying air
blower to clean the pothole, emulsion container with arrangement to spray, hot emulsion container with dispensing system with proper controls to ensure dispensing of right quantity at the recommended temperature before compacting, compactor which can exert pressure for proper compaction of mix, safe cabin for the driver/operator, Traffic control indicator lights when the work is in progress on the road and work lights mounted on the vehicle making it capable of working in the night. The unit should be capable of pothole filling, surface repair and crack filling.

CONSTRUCTION METHODS:

1 - Traffic Control – Shall include but not limited to traffic control devices and other barriers, cones and flag people in each direction of traffic flow.

2 - Mark Patch boundaries – Washable paint shall be used to mark the perimeter of the repair.

3 - Cut Boundaries – Cut and square the sides of the repair area by saw cutting, jack hammer or by other approved methods. Limits shall extend to sound pavement.

4 - Excavation – Excavate to the required depth. Over-excavation may be required to achieve a stable base structure.

5 - Clean and Repair Foundation – Remove loose and foreign material, clean and dry the repair area by use of broom and compressed air.

7 - Apply Tack Coat – Repair area floor and all side walls shall be tacked with "Tack Coat". Provide tack coat type as specified in MoRT&H specifications.

8. Apply Cold mix emulsion Pavement. Surface Course: Provide hot emulsion mix as specified in MoRT&H specifications. The repair material shall be placed in horizontal lifts no more than 3 inches in depth and compacted.

9 - Compaction – The Contractor shall finish to grade and compact to conform to the roadway surface. The surface shall be compacted with mechanical tampers, or rollers as directed and approved. Compaction of the surface shall achieve full consolidation. The compaction equipment shall provide a high-frequency, low-amplitude and. centrifugal compaction force.

10 - Site Clean-up – The Contractor shall repair pavement edges to the line and grade of original pavement, clean roadway surface after repair operations, and dispose of materials removed as directed or approved by engineer in charge.

11 - Reporting – The Contractor shall provide client with a report of the work performed to include

the following elements, at a minimum: Date and Time of repair; location/road names of repair (as detailed as possible), date, time, estimated quantity of Asphaltic concrete material used (in tons to two decimal points); operator's name(s). name of engineer inspected, total length of roads completed.

12. Agency must submit total work programme at the start of work and also advance monthly programme to know where the work will be performed. The agency must stick to the programme and any delays or incompletion against the programme will lead to penalty clause.

13. At times, if RMC thinks there is an emergency work to be attended, it can direct the agency to work at locations chosen by RAJKOT MUNICIPAL CORPORATION within the work package and agency must abide by the RAJKOT MUNICIPAL CORPORATION's decision and execute the work without asking for any additional cost and claims.

Mode of Payment:-

The Payment to the Contractor will be on the per Sq. Mt. Basis . The Surface area of the Pothole / Bad patch to be repaired will be measured . The rate quoted for the respective item depending on the Depth of the Repaired Pothole / Bad patch will be applied.

RECOMMENDED PROCEDURE:

Patchwork by Cold emulsion injection pothole patching technology with required machinary:-

Step – I:- Using the high volume blower, the patching machine easily blows all loose debris and even water from pothole; cleaning it, and preparing the hole for an effective patch.

Step-II:- The patching machine now coats the potholes with an asphalt emulsion which seals the potholes and prevents furthwe damage from occurring, due to moisture.

Step-III:- The remote control switch on the conveyor is now activated by the operator to put aggregate into the jet air stream. As a aggregate passes through the nozzle it is coated with fresh emulsion and is spread by the operator into the hole or broken road edge. To achieve proper density of patch work the asphalt mix is spread at required speed for better compaction.

Step-IV:- The wet top of the repaired area can now be protected from traffic flow using either dry aggregate spread from the patching machine or for inner city work (where loose chip is potential hazard) sand from the optional sand hopper can be built into the unit.

2. MATERIALS REQUIRED

Aggregate

The aggregate consists of crushed angular pieces of hard rock which range upto 20 mm. A mixture of sizes produces the best interlocking effect and therefore a much denser patch. The aggregate should be reasonably dust free although sweepings form reseals are often usable.

Round river stones are not suitable. Damp aggregate is best, allowing the emulsion to adhere more readily as it is propelled through the nozzle. Water injection supplied by the pressure tank via the venturi feed system allows for moisture to be added to aggregates which are too dry.

Emulsion

The cold emulsions recommended are either anionic or cationic and have a 60 to 65% Emulsion content. The emulsion needs to be medium to rapid setting. The industrial code would be CMS1, CMS2. KMS1 or similar. The emulsion must be free of lumps or impurities which will block spray rings.

The Cold emulsion should be cationic and have a 60 to 65% bitumen content. The emulsion to be used should be rapid setting of code CRS-60. The emulsion must be free from lumps or impurities to

aroid the blockage of spray. The quantity of emulsion@5% by weight of total mix shall be taken in mix and tack coat of 2.5kg/10 sqm.
N.B. Please refer to attached Information Sheet on Types of Emulsion

Volume / Weight Ratio
It takes and average of 1 cubic metre of aggregate mixed with 100 - 120 litres of emulsion to make 1.75 tonnes of usable material. This is with the use of average grade to dusty aggregate.

With clean aggregate, including provision for tack coating the area to repaired, an experienced operator will use between 70 and 90 litres of emulsion per cubic metre of aggregate.

Mode of Payment:-

The Payment to the Contractor will be on the per Sq. Mt. Basis . The Surface area of the Pothole / Bad patch to be repaired will be measured upto 75 mm depth.

Signature of Contractor.

City Engineer	**City Engineer (Sp.)**	**Addl. City Engineer**
R . M . C .	R . M . C .	R . M . C .

STATEMENT NO. – 1

PLANT & EQUIPMENT PROPOSED TO BE DEPLOYES BY THE APPLICANT FOR USE ON THE ROAD **WORK**.

(Contractor has to submit these details only for the Machineries and Equipments that he intends to provide for this work.)

Sr. No.	**Name of equipment**	**Total Requirement**			**Equipment on hand (owned)**			**Equipment to be procured**		
		No. of units for the projects	**Kind and make**	**Capacity**	**No. of each**	**Year of Manu. & present condition**	**Name of owner**	**No. of each**	**Capacity**	**Through Purchase/ Lease**
	Cold mix Patching Machinery 01 Nos.									
	Surface Compactor – 02 Nos.									

Note:

The bidder must attached certified copies of the documentary evidence in support of his owning

/ leased/ rented of the above equipments. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease / rent agreement, attach the proof of ownership of these equipments with the company/ entity from whom the equipments are proposed to be hired on lease / rent. Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the bid non- responsive and financial bid shall not be opened.

STATEMENT NO. –2/A

WORK DONE AS PRIME CONTRACTOR OF A SIMILIAR NATURE DURING LAST SEVEN YEARS

Sr. No.	Name of the project	Name of Employer	Value of the contract	Date of issue of work order	Stipulated date of completion	Actual date of completion	Remarks explaining reasons for delay & work Completed
1	2	3	4	5	6	7	8

Note: Attach certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent & also supply original or certified copy in physical form envelop)

STATEMENT NO. – 2/B

EXISTING COMMITMENTS AND ON-GOING WORKS

(works for which bids have been submitted and accepted and works which are yet to be completed as on the date 7 days before the last date for bid submission)

Description of works	Name & Address of Employer	Date of work order	Value of (Rs Cr)	Stipulated Completion	Value of works* remaining to be completed (Rs Cr)	Escalation factor	Escalated value of remaining work during completion period of work for which bids are invited	Anticipated date of completion

Note: (1) Attach work order copy or certificate(s) from the Engineer(s)-in-Charge of the rank of Executive Engineer or equivalent & also supply original or certified copy of certificate in physical form envelop.

(2) Details showing in this statement shall be utilize to finalize the Bid capacity of the bidder.

STATEMENT NO. – 2/C

DETAILS OF WORKS FOR WHICH BID SUBMITTED AND ACCEPTED (i.e. where contract sign is pending)

Sr.No.	Description of works	Place & State	Name & Address of Employer	Date of issue of Letter of Acceptance (LOA) *	Value given In LOA	Stipulated period for completion	Value of work During completion period of work for which bids

Note: Attach copy of LOA given by the concern department.

STATEMENT NO – 4

LIST OF KEY PERSONNEL TO BE DEPLOYED ON THIS CONTRACT WORK

S.No.	Personnel	Qualification
1	Site Engineer	BE Civil 5 year Exp.
2	Plant Engineer	BE Mech. 3 year Exp.
3	Quantity Surveyor	Dip. Civil 3 year Exp.
4	Traffic Safety [illegible]	Dip. Civil 2 year Exp.

Signature of Contractor.

City Engineer
R . M . C .

City Engineer (Sp.)
R . M . C .

Addl. City Engineer
R . M . C .

Rajkot Municipal Corporation
TENDER ABSTRACT

Name of work: - Repairing of road potholes using Auto- mechanized machine within the limit of Rajkot Municipal Corporation

Sr no	Quantity	Discription	Rate	Unit	Amount	Remarks
1	6500.00	Repairing to the Pothole having Depth up to 50 mm by using Cold Mix Auto - Mechanized Machine by cold emulsion injection pothole patching technology with required machine etc. complete.		Sq.Mt.		
2	3500.00	Repairs to the Pothole having Depth up to 50 mm to 80 mm by using Cold Mix Auto - Mechanized Machine by cold emulsion injection pothole patching technology with required machine etc. complete.		Sq.Mt.		
3	270.00	Supply &Filling Sand, Metal, Gravelly Sand corresponding to Class II/Class III grading of table 100.1 pf new Road Specification-2006 in Pothole/ Bad patches up to required Depth, Watering, Ramming, Compaction with Plate Compactor etc. as directed by the Engineer.		Cu.Mt.		
			Total Amount Rs.			

Signature of Contractor.

City Engineer	City Engineer (Sp.)	Addl. City Engineer
R . M . C .	R . M . C .	R . M . C .

Note:
Rates are to be quoted online only. Rates quoted in any other format will not be acceptable.