

# RAJKOT URBAN DEVELOPMENT AUTHORITY

e - Tender No.RUDA/189/2020-21



**Bid Documents For  
Construction of CC Paving blocks work  
under 10 lakh limit at different villages  
covered in phase-3 in RUDA AREA**

<b>Last date for e-tendering is as under</b>	
1. Downloading of e-Tender documents	09-06-2020 to 30-06-2020 upto 15.00 hours
2. Pre-Bid meeting	18-06-2020 at 11:00 Hours
3. Last Date of online submission of e - Tender	30-06-2020 upto 18.00 hours
4. Physical submission of EMD, Tender fee and other documents.	Submission of EMD, Tender fee and other documents during office hours on or before 07-07-2020 upto 18.00 hrs
5. Verification of submitted documents (EMD, e - Tender fee, etc.)	08-07-2020 at 12.00 Hours onwards
6. Opening of online Technical Bid	08-07-2020 at 11.00 Hours onwards
7. Opening of Price Bid (If possible)	to be intimated to Technically qualified Bidders
8. Bid Validity	180 Days

**2020-21**

**DIRECTOR (PROJECTS)  
RAJKOT URBAN DEVELOPMENT AUTHORITY  
SHRI CHIMANBHAI PATEL VIKAS BHAVAN  
JAMNAGAR ROAD,  
RAJKOT - (GUJARAT)  
Ph::0281-2476874,Fax 081-2450523 Email : [rajurbandev@yahoo.com](mailto:rajurbandev@yahoo.com)**

# Rajkot Urban Development Authority



## e-TENDER FOR

### **Construction of CC Paving blocks work under 10 lakh limit at different villages covered in phase-3 in RUDA AREA**

<b>PART – I</b>	
<b>Section-1</b>	Invitation to Bid, Additional Conditions to Contractors, Eligibility Criteria, Instructions to Bidders.
<b>Section-2</b>	General Conditions of Contract Additional instructions, Format
<b>PART – II</b>	
<b>Section-2</b>	Technical Specifications Quality control manual for works
<b>PART – III</b>	
<b>Section-3</b>	Price Bid -Schedule – B



**Rajkot Urban Development Authority**  
**PMU Branch**

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**TERMS AND CONDITIONS OF TENDER**

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

Name of work : Construction of CC Paving blocks work under 10 lakh limit at  
different villages covered in phase-3 in RUDA AREA

Approved estimated cost :- **Rs 1,31,04,620.80/-**  
Earnest Money :- **Rs 1,31,046.00/-**  
Security Deposit :- 2.5% FDR OR PBG  
2.5% from R.A.Bill

Name of contractor :- \_\_\_\_\_

Address :- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: :- \_\_\_\_\_

Witness :- \_\_\_\_\_

Address :- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation :- \_\_\_\_\_

Sign of Tenderer

Rates approved on behalf of Rajkot Urban Development Authority

Date:

Sign of Sanctioning authority

Approved to invite the tender for the work of internal CC paving blocks for the following villages, Total Tender cost for the 13 village is Rs 131.04 Lacs  
Dicsision was taken in board bethak No 155 , Resolution No 1774 Dt 29.05.2018

<b>Sr. No.</b>	<b>Village Name</b>	<b>Taluka Name</b>
<b>1</b>	<b>Gunda</b>	<b>Rajkot</b>
<b>2</b>	<b>Sokhada</b>	<b>Rajkot</b>
<b>3</b>	<b>Thebachada</b>	<b>Rajkot</b>
<b>4</b>	<b>Nakaravadi</b>	<b>Rajkot</b>
<b>5</b>	<b>Maliyashan</b>	<b>Rajkot</b>
<b>6</b>	<b>Amargadh(bhichari)</b>	<b>Rajkot</b>
<b>7</b>	<b>Pal</b>	<b>Lodhika</b>
<b>8</b>	<b>Veraval</b>	<b>Lodhika</b>
<b>9</b>	<b>Dholara</b>	<b>Lodhika</b>
<b>10</b>	<b>Khirashara</b>	<b>Lodhika</b>
<b>11</b>	<b>Vejagam</b>	<b>Rajkot</b>
<b>12</b>	<b>Jashavantpur</b>	<b>Lodhika</b>
<b>13</b>	<b>Rataiya</b>	<b>Lodhika</b>

**Rajkot Urban Development Authority**

**:: e-Tender Notice ::**

Rajkot Urban Development Authority, Jamnagar Road, Rajkot, invites tenders with two bid system by e-tendering from the contractors registered in State Government / Central Government in appropriate Class (as per R & B rules) for work of " **Construction of CC Paving blocks work under 10 lakh limit at different villages covered in phase-3 in RUDA AREA** "as detail below:

Sr No	Name of work	a) Estimated cost b) Earnest Money c) e-Tender fee d) Time limit for completion of work
1	Construction of CC Paving blocks work under 10 lakh limit at different villages covered in phase-3 in RUDA AREA <b>e-Tender No.RUDA/189/2020-21</b>	a) Rs1,31,04,620.80/- b) Rs 1,31,046/- c) Rs.5,310/- (Include GST @18%) d) 180 days

**Last date for e-tendering is as under**

1. Downloading of e-Tender documents	09-06-2020 to 30-06-2020 upto 15.00 hours
2. Pre-Bid meeting	18-06-2020 at 11:00 Hours
3. Last Date of online submission of e - Tender	30-06-2020 upto 18.00 hours
4. Physical submission of EMD, Tender fee and other documents.	Submission of EMD, Tender fee and other documents during office hours on or before 07-07-2020 upto 18.00 hrs
5. Verification of submitted documents (EMD, e - Tender fee, etc.)	08-07-2020 at 12.00 Hours onwards
6. Opening of online Technical Bid	08-07-2020 at 11.00 Hours onwards
7. Opening of Price Bid (If possible)	to be intimated to Technically qualified Bidders

- All bidders must submit a bid security submit in form of FDR in favor of "Rajkot Urban Development Authority, Rajkot", from any **Nationalized/Scheduled** Bank in India. The physical submission shall have to be done at below mentioned address:  
Director(Projects)  
Rajkot Urban Development Authority  
Shri Chimanbhai Patel Vikas Bhavan,  
Jamnagar Road, RAJKOT.
- The e-tender fee will be accepted in form of Demand Draft only in favor of "Rajkot Urban Development Authority" Rajkot, from any **Nationalized/Scheduled** Bank in India and must be delivered to above address.
- The prequalification requirement is as under:**
  - Financial Criteria:**
    - An average annual turnover of last Three years should not be less than tender amount.
    - Available bid capacity-ABC must be more than the estimated tender cost.
    - Working capital and Solvency should not be less than 25% of the estimated amount.

**Note:** The enhance factor 10 % per year will be applicable to carried the presence value of work carried out in last five year .
  - Experience Criteria:**  
The bidder should posses following minimum experience:
    - Bidder should have completed one work of civil work or similar nature of 40% of tender amount or two work of 30% tender amount either government or Semi-government as a main contractor in period of last five years.
- The tenders of those bidders who fail to submit the required documents physically within the prescribed date and time, will be treated as non-responsive and their Price Bid will not be opened.
- Chief Executive Officer, Rajkot Urban Development Authority, Rajkot, reserves the right to accept / reject any or all e-tender(s) without assigning any reasons thereof.

Chief Executive Officer  
Rajkot Urban Development Authority

## IMPORTANT INSTRUCTIONS

1. The contractor or his authorized representative may remain present at the time of online opening BID at RUDA office, **Shri** Chimanbhai Patel Vikas Bhavan, Jamnagar Road, Rajkot.
2. The Tender fee and E.M.D. must be submitted in stipulated time.

**Name Of Work** Construction of CC Paving blocks work under 10 lakh limit at different villages covered in phase-3 in RUDA AREA

1. Estimated cost put to tender : **Rs 1,31,04,620.80/-**
2. Earnest Money Deposit :Rs. 1,31,046/- in form of FDR only in Favour of **Rajkot Urban Development Authority.**
3. Validity Period of Tender Offered : 180 Days
4. Security Deposit : **5 % of Contract value.**
  - 1) 2.5 % in form of F. D. R./ Bank Guarantee in favour of **Rajkot Urban Development Authority.** &
  - 2) Remaining 2.5% deduction from each running bill at **5.0 %** of value of amount
5. Time limit for completion of work : **180 Days**
6. Other Details : B – Percentage Rate
7. Defect Liability Period : 1 (One) years from the date of Completion

<b>Last date for e-tendering is as under</b>	
1. Downloading of e-Tender documents	09-06-2020 to 30-06-2020 upto 15.00 hours
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**Director(Projects)  
Rajkot Urban Development Authority**

## Additional Conditions for Contractors

**Name Of Work :- Construction of CC Paving blocks work under 10 lakh limit at different villages covered in phase-3 in RUDA AREA**

1. The quantities given in the Schedules are provisional. The Rajkot Urban Development Authority 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.
2. The tenderer 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 tenderer will not be entitled subsequently to make any claim on any ground.
3. 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 certified by engineer in charge with sign and date ( Measurement Book). The contractor shall be required to make good all the damages / defects identified and conveyed to him, during the entire defect liability period. The method and time limit of rectification will be decided by the Engineer in charge. If 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.
4. The contractor is to set out and level the works and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the positions, levels, dimensions and alignment of all parts of the structures as shown in the drawings supplied to him or as per the instruction. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error if called upon to the satisfaction of the Engineer in charge. The contractor shall be required to construct before starting the works and maintain till the end of the defect liability period, the temporary bench marks at regular interval preferably at the interval of 100m. Longitudinally all along the stretch as per the design as approved by Engineer In Charge. The Contractor shall not be paid extra for constructing and maintaining the temporary bench marks.
5. As per Government of Gujarat G.R. No.- EMD-SD/1020006/108/DMO, Dtd- 04/05/2011 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. **Guarantee issued by all scheduled bank will only be Accepted**

**Special Note : The issuing branch of all bank guarantees shall be of Rajkot City Only.**

1. **Joint venture shall not be allowed under this tender.**
2. **The Agency shall be provide the vehicle to ruda for working hours ruda reserve the right to distribute the work among then one agency.**

**Signature of Contractor**

**Director (Projects)  
Rajkot Urban Development Authority**

# **INSTRUCTIONS TO BIDDERS**



## **Rajkot Urban Development Authority**

### **:: INSTRUCTIONS TO TENDERER ::**

#### **IT 1. GENERAL**

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

#### **IT 2. INVITATION TO E - TENDER**

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

#### **IT 3. LANGUAGE OF e - Tender**

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

#### **IT 4. QUALIFICATIONS OF TENDERERS**

- A. The Tenderers shall abide by the laws of the Union of India and of Gujarat State and legal jurisdiction of the place where the works are located.
- B. The Tenderer shall furnish a written statement of financial and technical parameters with details and documents along with his e-Tender which contains namely as below:
  - i. The Tenderer's experience in the fields relevant to this contract.
  - ii. **The Tenderer's financial capacity/resources and standing over at least 3 (Three) years.**
  - iii. The Tenderer's present commitments (Jobs on hand).
  - iv. The Tenderer's capability and qualifications of himself and his regular staff etc.

#### **IT 5. e - Tender DOCUMENTS**

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

#### **IT 6. EXAMINATION BY TENDERERS**

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

- B. The e-Tender is invited on Percentage Rate basis The works shall have to be completed in all respect as stated in the e-Tender document to the satisfaction of the RUDA.
- C. The following comprises in Contract Documents at a price of Rs. 5,310/- (Include GST @18%)

**e - Tender Document:**

**PART – I**

- Section-1** Invitation to Bid, Additional Conditions to Contractors, Eligibility Criteria, Instructions to Bidders.
- Section-2** General Conditions of Contract  
Additional instructions, Format

**PART – II**

- Section-2** Technical Specifications  
Quality control manual for works

**PART – III**

- Section-3** Price Bid Schedule – 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 up to the stipulate date, which shall be as per tender condition.

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

**IT 7. EARNEST MONEY DEPOSIT:**

- A. Each Tenderer must submit DD of deposit as Tender guarantee towards **Earnest money** amounting to Rs1,31,046.00/- only in the form of crossed FDR in favor of "Rajkot Urban Development Authority", from any **Nationalized/Scheduled** bank in India acceptable to owner payable at Rajkot.
- B. The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after an award has been finalized.
- C. The Earnest Money Deposit (Tender Guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the "Performance Guarantee" to the Owner as stipulated in this e-Tender documents within ten days. (10) days after receipt of notice of award of contract.
- D. No interest shall be paid by the owner on any e-Tender guarantee.
- E. **EMD of successful bidder will be returned after submission of performance guarantee and award of contract.**

### **IT 8. INCOME TAX CLEARANCE CERTIFICATE : (Optional)**

Latest Income Tax return papers in prescribed Performa of Income Tax Dept must accompany with the e-Tender without which the e-Tender is liable to be summarily rejected. The Income Tax papers 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**

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

- A. e-TENDER shall be submitted on the e-TENDER form bound here in English. All statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated.
- B. All entries or prices and arithmetic shall be checked before submission of the e - TENDERS. If there is discrepancy between the rates quoted in figures and in words, the rates expressed in words shall be considered as binding.
- C. Each e-Tender shall be accompanied by the prescribed e-Tender security bond and other required documents and drawings. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signature.
- D. Variation to the contract Documents requested by the Tenderer may be affixed and duly signed and stamped. Such variations may be approved or refused by the RUDA is not obliged to give reason for his decisions.

### **IT 10. SUBMISSION OF e-TENDER DOCUMENTS**

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

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

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

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

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

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

**IT 11 TENDER VALIDITY PERIOD**

The validity period of the e-Tender submitted for this work shall be of one hundred eighty (180) calendar days from the date of opening of the e-Tender and that the Tenderer shall not be allowed to withdraw or modify the e-Tender offer on his own during the validity period. The Tenderer will not be allowed to withdrawn the e-Tender or make any modifications or additions in the terms and conditions on his own e-Tender. If this is done then the RUDA 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 Tenderer will be debarred for next three year in Rajkot Urban Development Authority.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension.

**IT 12 GENERAL PERFORMANCE DATA**

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

**IT 13 SIGNING OF e-TENDER DOCUMENTS**

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

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

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

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

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

**IT 14 WITHDRAWAL OF TENDERS**

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

**IT 15 PRICES ARE FIRM & FIX**

Prices are Firm and Fix and No price escalation will be entertained for the contract period or extended period except or otherwise specified anywhere.

**IT 16 INTERPRETATIONS OF e-TENDER DOCUMENTS**

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

**IT 17 ERRORS AND DISCREPANCIES IN e-TENDERS**

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

**IT 18 MODIFICATION OF DOCUMENTS**

Modification of specifications and extension of the closing date of the e-Tender, if required will be made by an addendum. Each addendum will be made available online to all Tenderers. These shall form a part of e-Tender. The Tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addendum.

**ADDENDA**

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

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

B. No addendum may be issued after the closing time(Last date of submission) stated in the notice inviting e - Tenders.

**IT 19. TAX AND DUTIES ON MATERIALS**

All charges 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 20 EVALUATION OF E - TENDERS**

While comparing e-Tenders, the Rajkot Urban Development Authority 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 Urban Development Authority 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 21 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 is **180 Days** from the date of issue

of notice to proceed and contractor should adhere to this completion time. Monsoon period from 15th June to 14th September will be considered as non-working period and hence excluded in time limit.

#### **IT 22 POLICY FOR TENDER UNDER CONSIDERATION**

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

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

#### **IT 23 PRICES AND PAYMENTS**

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

#### **IT 24 PAYMENT TERMS**

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

#### **IT 25 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 of Price Schedule only.**

- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated and shall furnish the Bond as required herein. The contract Agreement shall be executed, in form stipulated by the Owner.
- B. If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bond as required herein. The agency may be black listed / debarred from Rajkot Urban Development Authority for three years.
- C. A corporation, partnership firm or other consortium acting as the Tenderer and receiving the award shall furnish evidence of its existence and evidence that the officer signing the contract agreement and Bonds for the corporation, partnership firm or other consortium acting as the Tenderer is duly authorized to do so.

#### **IT 26 SIGNING OF CONTRACT**

The successful Tenderer shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the Authority will be entitled annul to the award and forfeit the Earnest Money

Deposit. The person to sign the contract document shall be person as detailed in Article IT. 13 (signing of e-Tender documents).

#### **IT 27 DISQUALIFICATION**

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

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

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

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

#### **IT 28 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

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

1. A fixed deposit receipt performance bank guarantee of any Schedule Bank or Nationalized Bank duly endorsed in favour of the **Rajkot Urban Development Authority, Rajkot.**
2. The performance guarantee shall be delivered to the RUDA 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 **5%** 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 29 STAMP DUTY**

The successful Tenderer shall have to enter into an agreement on a non-judicial stamp paper of Rs.100/- as per the form of the agreement approved by the RUDA. The cost of stamp paper and adhesive stamp shall be born by the contractor.

#### **IT 30 BRAND NAMES**

Specific reference in the specifications to any material by manufacturer's name, or catalogue shall be constructed as establishing a standard or quality and performance and not as limiting competition and the Tenderer in such cases, may

at his option freely use only other product, provided that it ensures an equal of higher quality than the standard mentioned and meets RUDA approval.

**IT 31 NON TRANSFERABLE**

e-TENDER documents are not transferable.

**IT 32 COST OF e-Tendering**

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

**IT 33 EFFECT OF e-Tender**

The e-Tender for the work shall remain **valid** for a period of 180 calendar days from the date of opening of the e-Tenders for this work and that the Tenderer shall not be allowed to withdraw or modify the offer in his own during the period. If any Tenderer withdraws or makes any modification or additions in the terms and conditions of his own e-Tender, then the RUDA shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money in full.

**IT 34 CHANGE IN QUANTITY**

The RUDA 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 35 NEW EQUIPMENT AND MATERIAL**

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

**IT 36 RIGHTS RESERVED**

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

**IT 37 ADDITIONAL RIGHTS RESERVED**

The Chief Executive Officer, Rajkot Urban Development Authority, reserves right to reduce the scope of work & split the e-Tender on two or more parts without assigning any reason even after the awards of contract.

**IT 38 MOBILIZATION ADVANCE**

No mobilization advance or advance on machinery will be given.

**IT 39 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 40 1% CESS & REGISTRATION:**

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



**IT 41 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 if asked by the authority .

**IT 42 P F Code**

The contractor shall have to avail P F Code and he is responsible for payment of amount of P.F. every month as per the prevailing Circular of Government for the employees on work, which will binding to the contractor. The required documents shall have to be submitted by the contractor to the competent authority whenever required.

**IT 43 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.

**IT 44 Laboratory Test – (Deleted)**

**IT 45 Road Works**

- A) Site clearance, removal of tree stumps and dismantling of obstructions, encroachments etc. before commencement of the Works;
- B) True and proper setting out and layout of the Works, setting of bench marks, provisions of all necessary labor, instruments, and appliances;
- C) Widening and strengthening/reconstruction of the existing carriageway including raising manholes, catch pits, valves, etc.
- D) Environmental measures.
- E) Any other item of work as may be required to be carried out for completing the compound wall works in all respects in accordance with the provisions of the Contract.

**IT 45 COMMENCEMENT OF WORK:**

The work of shall be start latest within 7 days from the date of issue of work order and will be completed as per time limit.

**A.E.  
RUDA**

**Dy.Ex.Engineer  
RUDA**

**Director(Projects)  
RUDA**

**Signature of Contractor.**

**:: GENERAL CONDITIONS OF CONTRACT ::**

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## **GC-01            DEFINITIONS AND INTERPRETATIONS :**

- 1.0            In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means as signed to them.
- 1.1            The "**Owner / RUDA**" shall mean Rajkot Urban Development Authority and shall include its Chief Executive Officer, RUDA or other Officers authorized by the RUDA and also include owner's 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 Contractors legal representative, his successors and permitted assigned.
- 1.2.1          "**Consultant**" shall mean Advisor who are the Technical Advisor to RUDA for these assigned works
- 1.3            Deleted
- 1.4            The "**Engineer-In-Charge**" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the RUDA to act for and on its behalf for all functions pertaining to the operation of this contract.
- 1.5            "**Engineer-In-Charge's Representative**" shall mean any resident Engineer or Assistant to the Engineer-In-Charge appointed from time to time by the owner to perform duties set forth in the Tender Document whose authority shall be notified in writing to the Contractor by the Engineer-In-Charge.
- 1.6            "**Tender**" – the offer or proposal of the Tenderer submitted in the prescribed form setting for the prices for the work to be performed, and the details thereof.
- 1.7            "**Contract Price**" shall mean total money payable to the Contractor under the contract.
- 1.8            "**Addenda**" shall mean the written or graphic notices issued prior to submission of tender which modify or interpret the contract documents.
- 1.9            "**Contract Time**" – the time specified for the completion of work.
- 1.10          "**Contract**" shall mean agreement between the parties for the execution of works including therein all contract documents.
- 1.11          "**Contract Document**" shall mean collectively the 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-Charge and the legal representative successors and permitted assignee of such person, firm or company.

- 1.13 The "**Specifications**" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the contract which pertains to the method and manner of performing the work, to the quantities and qualities of the work and the materials to be furnished under the contract for the work and any order(s) or instruction(s) there under. It shall also mean the latest Indian Standard Institute Specification relative to the particular work or part thereof, so far as they are not contrary to the Tender specifications and in absence of any other Country applied in Indian as a matter of standard engineering practice and approved in writing by the Engineer-In-Charge with or without modification.
- 1.14 The "**Drawings**" shall include maps, plans, tracings, or prints thereof with any modification approved in writing by the Engineer-In-Charge and as such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-In-Charge in connection with the work.
- 1.15 The "**Work**" shall mean the works to be executed in accordance with the contract or the part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and / or inRUDA 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 RUDA for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- 1.19 The "**Construction Equipment**" shall mean all appliances / equipment of whatever nature required in or for execution, completion or maintenance of works or temporary works (as herein before defined) but does not include materials or other things intended to form or forming part of the permanent work.

- 1.20 **"Notice in writing or written Notice"** shall mean a notice written, typed or in printed form delivered personally or sent by Registered Post to the last known private or business address or Registered Office of the Contractor and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.21 The **"Alteration / variation order"** shall mean an order given in writing by the Engineer-In-Charge to effect additions or deletions from or alterations in the work.
- 1.22 **"Final Test Certificate"** shall mean the final test certificate issued by the owner within the provisions of the contract.
- 1.23 The **"Completion Certificate"** shall mean the certificate to be issued by the Engineer-In-Charge when the work has been completed and tested to his satisfaction.
- 1.24 The **"Final Certificate"** shall mean the final certificate issued by the Engineer-In-Charge after the period of defects liability is over and the work is finally accepted by the owner.
- 1.25 **"Defects Liability Period"** shall mean the specified period between the issue of Completion Certificate and the issue of final certificate during which the Contractor is responsible for rectifying all defects that may appear in the works.
- 1.26 **"Approved"** shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.27 **"Letter of Acceptance"** shall mean an intimation by a letter to tenderer that his tender has been accepted in accordance with the provisions contained therein.
- 1.28 **"Order"** and **"Instructions"** shall respectively mean any written order or instruction given by the Engineer-In-Charge within the scope of his powers in terms of the contract.
- 1.29 **"Running Account Bill"** shall mean a bill for the payment of "On Account" money to the Contractor during the progress of work on the basis of work done and the supply of non-perishable materials to be incorporated in the work.
- 1.30 **"Security Deposit"** shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.
- 1.31 The **"Appointing Authority"** for the purpose of Arbitration shall be the CEO, Rajkot Urban Development Authority.

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

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

**GC-02 LOCATION OF SITE AND ACCESSIBILITY :**

The intending tenderer should inspect the site and make himself familiar with the site condition and available communication facility. The work is to be carried out in Ruda Area. Non-availability of access roads shall in no case be the cause to condone delay in the execution of the work or be the cause for any claim or extra compensation.

**GC-03 SCOPE OF WORK :**

The scope of work is defined broadly in the special conditions of contract and specifications. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work. All material that goes 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 RULING LANGUAGE :**

The language according to which the contract shall be construed and interpreted shall be English. All entries in the contract document and all correspondence between the contractor and the RUDA or the Engineer-In-Charge shall be in English. All dimensions for the materials shall be given in metric units only.

**GC-05 INTERPRETATION OF CONTRACT DOCUMENT :**

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

2. Works shown upon the drawings but not described in the specifications or described in the specifications without showing on



the drawings shall be taken as described in the specifications and shown on the drawings.

3. The headings and the marginal notes to the clause of these General Conditions of Contract or to the specifications or to any other part of tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof. They shall never be deemed to be part thereof or be used in the interpretation or construction of the contract.
4. Unless otherwise states specifically, in this contract documents the singular shall include the plural and vice-versa wherever the context so requires. Works imparting persons shall include relevant Corporations / Body of individual / firm of partnership.
5. Notwithstanding the sub-division of the documents into separate section and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.
6. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to over ride the provisions of General Conditions of Contract to the extent of each repugnancy of variance.
7. The materials, design, and workmanship shall satisfy the relevant BIS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above BIS and other codes.
8. If the specifications mention that the Contractor shall perform certain work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.
9. **Contractor to Collect His Own Information -**  
The details given in the tender are arranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met with in view of the formation of soil, strata in Rajkot District. It is, therefore, desirable that the Contractor makes his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit his tender accordingly. Any change in description or quantity of an item shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to the drawings and specifications at the tendered rates.

He is deemed to have know the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to whatever work he has to complete in accordance with the

contract. The Contractor is expected to visit the site and surroundings to satisfy himself as to the nature of all existing structures, if any, and also as to the nature and the conditions of railways, roads, bridges and culverts, means of transport and communications whether by land, air or water and as to possible interruptions thereto and the access and gross from the site, to have examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the site for disposal of surplus materials, the available accommodation and make such enquiries as may be necessary for executing and completing the work, to have local enquiries as to the sub-soil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters, effecting work. He is expected to be familiar with his liability for payment of Government taxes, customs and excise duty, 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 otherwise provides for, cover all the Contractor's liabilities and obligations set forth or implied in the contract for the proper execution of the work for compliance with requirements of Article GC-19 thereof.

**GC-09**

**DISCREPANCIES :**

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

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

**GC-10**

**PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :**

1.

A sum of 5% of the accepted value of the tender shall be deposited by the tenderer (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 contract. This shall be deposited in one of the forms mentioned below :

- a. **By a Demand Draft on the Rajkot Branch of any Scheduled Bank.**
- b. A Fixed Deposit Receipt of a Schedule Bank except Co-operative Bank or Nationalized Bank duly endorsed in favour of the "**RAJKOT URBAN DEVELOPMENT AUTHORITY**", Rajkot.  
**OR**
- c. The Contractor may pay 2.5% of the value of works as initial security deposit and the balance 2.5% shall be recovered in installments through deductions at the rate of **5 (Five)** 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 effected at **5%** 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 expense can be recovered from the security deposit if recovery from other sources is not possible. The amount as reduced in security deposit will be made good by deduction from the next R A Bill of the Contractor.

**GC-11**

**INSPECTION OF WORK :**

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

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

2. No material shall be 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 **One Years** from the date of issue of Completion Certificate. Any damage or defect that may arise or that may remain undiscovered at the time of issue of Completion Certificate connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense as desired by Engineer-In-Charge or in default Engineer-In-Charge may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-In-Charge shall be final from any sums that may then or any time thereafter become due to Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.
2. From the commencement to completion of work Contractor shall take full responsibility for the care of the work including all temporary works and in case any damages, occur from any cause whatsoever he shall at his own cost, repair and make good the same so that on completion, work shall be in good order and in

conformity, in every respect, with the requirements of contract and as per the instructions of the Engineer-In-Charge.

3. If at any time before the work is taken over, the Engineer-In-Charge 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 fulfill the requirements of contract (all such materials being herein after called defects in this clause) he shall, as soon as reasonably practicably, give notice to Contractor in writing of the said defect specifying particulars of the same then Contractor shall at his own expense and with all speed make good the defects so specified.
  - b) In case Contractor fails to do so, owner may take, at the cost of the Contractor, such stops as may in all circumstances be responsible to make good such defects. The expenditure so incurred by owner will be recovered from the amount due to Contractor. The decision of Engineer-In-Charge with regard to the amount to be recovered from Contractor will be final and binding on the Contractor.

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

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

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

**GC-14 PROGRAMME :**

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

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

**GC-15 SUB-LETTING OF WORK :**

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

**GC-16 SUB-CONTRACTS FOR TEMPORARY WORKS ETC. :**

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.

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

**GC-17 TIME FOR COMPLETION :**

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

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

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

**GC-18****EXTENSION OF TIME :**

Time shall be considered as the essence of the contract. If, however, the failure of the Contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of RUDA 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 CEO, RUDA. The Contractor shall request for such extension within one month of the cause of such delay and in any case before expiry of the contract period.

**GC-19****CONTRACT AGREEMENT :**

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

**GC-20****LIQUIDATED DAMAGES :**

If the Contractor fails to complete the work or designated part thereof within the stipulated completion date for the work or for the part, he shall pay liquidated damages at 0.1 percent of contract value for each day of delay subject to maximum of 10% of the estimated amount put to tender or as decided by CEO, RUDA.

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

The amount of liquidated damages shall, however, be subjected to a maximum of 10 percent of the estimated amount put to tender. Delay in excess of one hundred days shall be a cause of 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 RUDA 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 recession notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the owner.
- b) To employ labour and to supply materials to carry out the balance work debiting Contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-In-Charge shall be final and conclusive against the Contractor and 10% of costs on above to cover all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of Engineer-In-Charge as to the value of the work done shall be final and conclusive against the Contractor.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand and give it to another Contractor to complete, the same. in this case the excess expenditure incurred than what would have been paid to the original Contractor, if the whole work had been executed by him, shall be borne and paid by the original Contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-In-Charge shall be final and conclusive.

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

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

In the event of the owner putting in force the powers as stated in a, b, c, above vested in him under the proceeding clause, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the works or the site thereof belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-In-Charge. The Engineer-In-Charge may give notice in writing to the Contractor or his representative requiring him to remove such tools, plant, materials or stores from the



premises within the time specified in the notice and in the event of the Contractor failing to comply with any such notice, the Engineer-In-Charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and his risks in all respects without any further notice as to the date, time or place of the sale and the certificate of Engineer-In-Charge as to the expense of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the Contractor.

**GC-23            COMPENSATION FOR ALTERATION IN OR RESTRICTION IN WORK :**

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

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

**GC-24            IN THE EVENT OF DEATH OF THE 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 acts, matters or things, which are herein, contained.

**GC-26            OWNER NOT BOUND BY PERSONAL REPRESENTATIONS :**

The Contractor shall not be entitled to any increase on the schedule of rates or any other rights or claims whatsoever by reason of

representation, promise or guarantees given or alleged to have been given to him by any person.

**GC-27            CONTRACTOR'S OFFICE AT SITE :**

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

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

1.            The Contractor on award of the work shall name and depute a qualified Engineer having experience of carrying out work of similar nature, whom equipments, materials, if any, shall be issued and instructions for work given. the Contractor shall also provide to the satisfaction of Engineer-In-Charge sufficient and qualified staff, competent sub-agents, foreman and loading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditious working. If, in the opinion of the Engineer-In-Charge additional properly qualified supervision staff is considered necessary, it shall be employed by the Contractor, without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-In-Charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.
  
2.            If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants, foreman or other employees shall, in the opinion of the Engineer-In-Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-In-Charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the Contractor if so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed shall not again be re-employed in connection with the works without the written permission of the Engineer-In-Charge. Any person, so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be required to repatriate any person removed from the works he shall do so after approval of Engineer-In-Charge and shall bear all costs in connection therewith.
  
3.            The Contractor shall be responsible for the proper behavior of all the staff, foreman, workmen and others and shall exercise proper control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the Contractor

shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this claim shall be final.

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

**GC-29 TERMINATION OF SUB-CONTRACT BY OWNER :**

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

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

**GC-30 POWER OF ENTRY :**

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

- i) Fail to carry out works in conformity with the contract documents, or
- ii) Fail to carry out the works in accordance with the time schedule, or
- iii) Substantially suspend work or the works for a period of seven days without authority from Engineer-In-Charge, or
- iv) Fail to carry out and execute the work to the satisfaction of the Engineer-In-Charge, or
- v) Fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) 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
- vii) Abandon the work, or
- viii) During the continuance of the contract becomes bankrupt, make any arrangement or compromise with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

The owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works,

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

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

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

**GC-32                    OTHER AGENCIES AT SITE :**

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

- GC-33           NOTICES :**  
Any notice under this contract may be served on the Contractor or his duly authorized representative at the job site or may be served by Registered Post direct to the official address of the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.
- GC-34           RIGHTS OF VARIOUS INTERESTS :**  
The owner reserves the right to distribute the work between more than one Contractor. Contractor shall co-operate and afford reasonable opportunity to other Contractor s for access to the works, for the carriage and storage of materials and execution of their works. Whenever the work being done by department of the owner or by other Contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests shall be determined by the Engineer-In-Charge to secure the completion of various portions of the work in general harmony.
- GC-35           PRICE ADJUSTMENTS :**  
No adjustment in price shall be allowed and no price escalation will be allowed.
- GC-36           TERMS OF PAYMENT :**  
The payment of bills shall be made progressively according to the rules and practices followed by the RUDA. The progressive payment unless otherwise provided in the contract agreement or subsequently agreed to by the parties shall be made generally monthly on submission of a bill by the Contractor in prescribed form of an amount according to the value of the work performed less the price of materials supplied by owner aggregate of previous progressive payments and as required by Clause GC-37 (Retention of Money) herein. All such progressive payments shall be regarded as payments by way of advance against final payment. Payment for the work done by the Contractor will be based on the measurement at various stages of the work, in accordance with the condition at clause GC-81 (measurement of work in progress).
- GC-37           RETENTION MONEY :**  
Pursuant to clause GC-36 (terms of payment), money due to the contractor for work done, the RUDA 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 RUDA and a completion certificate issued by the RUDA 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 RUDA

**GC-38****PAYMENTS DUE FROM THE CONTRACTOR :**

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

**GC-39****CONTINGENT FEE :**

- i) The Contractor warrants that he has not employed a person to solicit or secure the contract upon any agreement for a commission, percentage, and brokerage contingent fee. Breach of this warranty shall give the RUDA the right to cancel the contract or to take any drastic measure as the RUDA 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 RUDA shall be admitted to any share or part of this contract or to any benefit that may rise there from.

**GC-40****BREACH OF CONTRACT BY CONTRACTOR :**

If 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 RUDA 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, it shall be lawful for the RUDA, without prejudice to any other rights the RUDA 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 RUDA. 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 RUDA shall have free use of any works which the Contractor may have at the site at the time of termination of the contract.

In the event of breach of contract by the contractor, the remaining work will be completed at the risk and cost of the contractor and the contractor will be black listed for 3 years.

**GC-41****DEFAULT OF CONTRACTOR :**

- i) The RUDA may upon written notice of default to the Contractor terminate the contract circumstances detailed as under :
  - a) If in the opinion of the RUDA, 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 RUDA to the Contractor.

- b) If in the opinion of the RUDA, the Contractor fails to comply with any of the other provisions of this contract.
- ii) In the event, the RUDA terminates the contract in whole or in part as provided in Article GC-50 (Termination of the Contract) the RUDA reserves the right to purchase upon such terms and in such manner as it may be deem appropriate, plant similar to one which is not supplied by the Contractor and the Contractor will be liable to the RUDA 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 RUDA in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the RUDA.
  - 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 RUDA 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 RUDA 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 RUDA 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 RUDA shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the Contractor or to the receiver or liquidator or to any person or Organization in whom the contract may become vested and to act in the manner provided in Article GC-41 (Default of Contractor) as 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 up to an amount to be agreed. In the event that the RUDA terminates the contract in accordance with this article, the performance bond shall immediately become due and payable on demand to RUDA.

**GC-43****OWNERSHIP :**

Works hand over pursuant to the contract shall become the property of the RUDA 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 condonation by the RUDA of any breach or breaches by the Contractor or an authorized sub-contractor of any of the stipulations and conditions contained in the contract, shall in no way prejudice or affect or be construed as a waiver of the RUDA's rights, powers and remedies under the contract in respect of any breach or breaches.

**GC-45****LAWS GOVERNING THE CONTRACT :**

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

**GC-46****OVER PAYMENT AND UNDER PAYMENT :**

Whenever any claim for the payment of a sum to the RUDA arises out of or under this contract against the Contractor, the same may be deducted by the RUDA 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 RUDA (which may be available with the RUDA), or from his retention money or he shall pay the claim on demand. The RUDA reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. The RUDA further reserves the right to enforce recovery of any payment when detected, notwithstanding 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 RUDA from the Contractor as prescribed above. If any under payment is discovered by the RUDA, 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 differences shall be settled by the CEO, Rajkot Urban Development Authority, 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 normally unless and until the same shall be revised (or uphold) by any arbitration proceedings as hereinafter provided. Such decisions shall be final and binding on the Engineer-In-Charge and the Contractor unless the Contractor shall require the matter to be referred to an Arbitration panel as hereinafter provided.

**GC-49 ARBITRATION :**

In case of any dispute arising during the course of execution, the matter should be referred to Chief Executive Officer, RUDA who will be sole Arbitrator whose decisions will be final and binding to the Contractor. The jurisdiction of the Court for dispute, if any, shall be Rajkot City.

**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 RUDA find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.
- ii) If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows :
  - a) The Contractor shall be paid for all works approved by the Engineer-In-Charge and for any other legitimate expenses due to him.

- b) If the RUDA terminates the contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above.
  - c) The RUDA 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 RUDA 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 RUDA with respect to completion safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

**GC-51 SPECIAL RISKS :**

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

The Contractor shall not be liable for payment of compensation for delay or for failure to perform the contract for reasons of Force Majeure such as acts of public enemy, acts of Government, fires, floods, cyclones, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes and provided that the Contractor shall within 10 (ten) days from the beginning of such delay notify the Engineer-In-Charge in writing, of the cause of delay, the RUDA 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 works performed for the contract by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor, which shall contain provision to –

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

**GC-54 PATENTS AND ROYALTIES :**

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

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

2. With respect to any sub-contract entered into by Contractor pursuant to the provisions of the relevant clause hereof, the Contractor shall obtain from the sub-contractor an understanding to provide the owner with the same patent protection that contracts is required to provide under the provisions of the clause.
3. The Contractor shall indemnify and save harmless the owner from any loss on account of claims against owner for the contributory infringement of patent rights arising out of and based upon the claim that the use by the RUDA of the process included in the design prepared by the Contractor and used in the operation of the plant infringes on any patent rights.

**GC-55**

**LIEN:**

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

**GC-56**

**EXECUTION OF WORK :**

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

**GC-57**

**WORK IN MONSOON :**

When the work continues in monsoon, 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.

**GC-58 WORK ON SUNDAYS AND HOLIDAYS :**  
No work except curing shall be carried out on Sunday and holidays. However, if the exigencies of the work need continuation of work on Sundays and Holidays, written permission of the Engineer-In-Charge shall be obtained in advance.

**GC-59 GENERAL CONDITIONS FOR CONSTRUCTION WORK :**  
Working hours shall be eight every day. The over time work in two shifts could be carried out with the written permission of the Engineer-In-Charge but no compensation shall be paid for the same. The rate quoted shall include this. The Contractor shall plan his work in such a way that his labourers do not remain idle. The owner will not be responsible for idle labour of the Contractor. The Contractor shall submit to the owner progress report every week. The details and proforma of the report will be as per mutual agreement.

**GC-60 DRAWINGS TO BE SUPPLIED BY THE OWNER :**  
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. Detail working drawings according to which the work is to be done shall be prepared by the Contractor for executing the work.

**GC-61 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:**  
Where drawings, data are to be furnished by the Contractor they shall be as enumerated in special conditions of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be Contractor's responsibility to have these drawings got approved before any work is taken up with regard to the same. Any changes becoming necessary in those drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor and Engineer-In-Charge.

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

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

**GC-62 SETTING OUT WORK :**  
The Contractor shall set out the work on the site handed over by the Engineer-In-Charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-In-Charge. The approval thereof or partaking by Engineer-In-Charge or setting out work shall not relieve Contractor of any of his responsibilities. The Contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flags, ranging

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

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

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

**1. Materials to be supplied by the Contractor:**

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

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

**GC-64 MATERIALS TO BE SUPPLIED BY THE OWNER :**

1. If the contract provided certain materials or stores to be supplied by the owner, such materials and stores transported by the Contractor at his cost from owner's stores or Railway Station. The cost from Contractor for the value of materials supplied by the owner will be recovered from the R.A.Bill on the basis of actual

consumption of materials in the work covered and for which R A Bill has been prepared. After completion of the work, the Contractor has to account for the full quantity of materials supplied to him.

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

**GC-65                    CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER:**

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

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

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

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

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

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

None of the materials issued to the contractor, shall be used by the Contractor for manufacturing items which can be obtained from the

manufacturer's. The materials issued by the owner shall be used for the work only and no other purpose.

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

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

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

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

**GC-66**

**MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER :**

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the owner either by issue from owner's stock or purchase made under orders or permits or licenses issued materials as trustees for owner, and use such materials not disposed them off without the permission of owner and unserviceable materials that may be left with him after completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer-In-Charge shall determine having due regard to the conditions of the materials. The price allowed to Contractor shall not exceed the amount charged to him excluding the storage of breach of the aforesaid condition, the Contractor shall in terms of license or permits and/or for criminal breach of trust be liable to compensate owner at double the rate or any higher rates. In the event of these materials at that time having higher rate or not being available in the market then any other rate to be determined by the Engineer-In-Charge at his decision shall be final and conclusive.

**GC-67**

**MATERIALS OBTAINED FROM DISMANTLING :**

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

**GC-68**

**ARTICLE OF VALUE OF TREASURE FOUND DURING CONSTRUCTION :**



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

**GC-69 DISCREPANCIES BETWEEN INSTRUCTIONS:**

If there is any discrepancy between various stipulations of the contract documents or instructions to the Contractor or his authorized representative or if any doubt arises as to the meaning of such stipulation or instructions, the Contractor shall immediately refer in writing to the Engineer-In-Charge and shall hand over the same to the owner.

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

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

- a) If the rates for additional, altered or substitutes work are specified in the contract for work, the Contractor is bound to carry out such work at the same rates as specified in the contract.
- b) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar items of work in the contract work. The opinion of Engineer-In-Charge as to whether the rates can be reasonably so derived the items of contract will be final and binding to the Contractors.
- c) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) above, the rate shall be paid as per S.O.R. of R&B, Gujarat.
- d) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) or (c) above, the Contractor shall within seven days of the receipt of order to carry out the work inform the Architect / Engineer-In-Charge of the rate which he intends to charge for such work supported by rate analysis and the Architect / Engineer-In-Charge will determine the rate on the basis of prevailing market rates of materials, labour cost at schedule of

labour plus 15% there on as Contractor's supervision overheads and profit. The opinion of Architect / Engineer-In-Charge as to the market rates of materials and the quantity of labour involved per unit of measurement will be final and binding on Contractor.

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

**GC-71 ACTION WHEN NO SPECIFICAITONS ARE ISSUED :**

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

**GC-72 ABNORMAL RATES :**

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract.

**GC-73 ASSISTANCE TO ENGINEER-IN-CHARGE:**

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

**GC-74 TESTS FOR QUALITY OF WORK :**

1. The Contractor shall be required to give satisfactory hydraulic test where required and shall rectify the defects, if any, free of cost. The necessary water power, labour etc., required for the hydraulic test shall also be arranged by the Contractor at his own cost.
2. All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-In-Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-In-Charge may direct at the place of manufacture of fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work of workmanship as may be selected and required by Engineer-In-Charge.
3. 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.
4. Contractor shall furnish the Engineer-In-Charge for approval when requested or if required by the specification, adequate samples of

all materials and finished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.

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

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

**GC-76 SUSPENSION WORK :**

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

**GC-77 OWNER MAY DO PART OF THE WORK :**

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

thereof exceed the amount due to contract, Contractor shall pay the difference to owner.

**GC-78 POSSESSION PRIOR TO COMPLETION :**

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

**GC-80 SCHEDULE OF RATES :**

1. The rates quoted by the Contractor shall remain firm till the completion of the work and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and risks of every kind

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

2. The Schedule of Rates shall be deemed to include and cover the cost of all constructional plant, temporary work, materials, labour and all other matters in connection with each item in Schedule of Rates and the execution of work or any portion thereof finished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.
3. The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with obtaining material of whatsoever kind for work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Octroi or other Municipal or local Board charges if levied on material, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.
4. No exemption or reduction of custom duties, excise duties, sales tax or any other taxes or charges of the Central or State Government or of any Local Body whatsoever will be granted or obtained and all such expenses shall be deemed to have been included in and covered by Schedule of Rates. Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.
5. The Schedule of Rates shall be deemed to include and cover risk on account of delay and interference with Contractor's conduct of work which may occur from any cause including orders of owner in the exercise of his powers and on account of extension of time granted due to various reasons.
6. For work under unit rate basis, no alteration will be allowed in the Schedule of Rates by reasons of work or any part of them being modified, altered, extended, diminished or omitted.

**GC-81****PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS:**

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of Engineer-In-Charge and Contractor's authorized agent. Such measurements will be got recorded in the Measurement Book by the Engineer-In-Charge or his authorized representative and signed by the Contractor or his authorized agent in token of acceptance. If the Contractor or his authorized agent fails to be present whenever required by the Engineer-In-Charge for taking measures for every reasons whatsoever, the measurement will be taken by the Engineer-In-Charge or his authorized representative notwithstanding the absence of Contractor and these measurements will be deemed to be correct and binding on the Contractor.
2. Contractor will submit a bill in approved proforma in quadruplicate to the Engineer-In-Charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-In-Charge shall verify the bill and the claim, as far as admissible, adjusted if possible, within 10 days of presentation of the bills.

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

1. All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or rejected or to be considered as an admission of the due performance of contract or any part thereof.
2. Five (5) percent of the gross R A Bill amount shall be retained from each bill as retention amount and the same will be paid with the final bill.

**GC-83****NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT :**

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

**GC-84 PAYMENT OF CONTRACTOR'S BILL :**

1. The price to be paid by the owner to Contractor for the work to be done and for the performance of all the obligations undertaken by the Contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-In-Charge.
2. No payment shall be made for work costing less than Rs.10,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs.10,000/-. 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 shall be released to the Contractor within forty five (45) 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 unauthorized persons.

**GC-85 FINAL BILL :**

The final bill shall be submitted by Contractor within two (2) month of the date of physical completion of work, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for work shall be final and binding on all parties.

**GC-86 RECEIPT FOR PAYMENT :**

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

**GC-87 COMPLETION CERTIFICATE :**

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

The Engineer-In-Charge shall normally issue to Contractor the Completion Certificate within one (1) month after receiving an application thereof from Contractor after verifying, from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents. Contractor after

obtaining the Completion Certificate is eligible to present the final bill for work executed by him under the terms of contract.

2. Within one month of completion of work in all respects Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion but no certificate shall be given nor shall work be deemed to have been executed until all (i) scaffolding, surplus materials and rubbish is cleaned off site completely, (ii) until work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive and, (iii) until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-In-Charge. If Contractor shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-In-Charge may at the expense of Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit.
3. The following documents will form the completion documents:-
  - 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.
  - 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 (If necessary).
4. Upon expiry of the period of defect liability and subject to Engineer-In-Charge being satisfied that work has been duly maintained by Contractor during the defect liability period of fixed originally or as extended subsequently and that Contractor has in all respects made up any subsidence and performed all his obligations under contract, the Engineer-In-Charge (without prejudice to the rights of owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-In-Charge.
5. **Final Certificate only evidence of completion:**

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

**GC-88 TAXES, DUTIES, OCTROI ETC. :**

1. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including Sales Tax, Duties, Octroi etc., now or hereinafter imposed, increased or



modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by Contractor.

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

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

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

**GC-89 INSURANCE :**

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

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

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees

whose aggregate remuneration is Rs.400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of Indian Employees State Insurance Accounts, the employee's contribution as required by the Act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and Contractor shall secure the agreements of the sub contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractors or sub-contractors own account. owner shall retain such sum as may be necessary from the contract value until Contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1948 have been paid.

2. **Workman's compensation and employees liability insurance:** Insurance shall be effected for all Contractors employees engaged in the performance of this contract. If any part of work is sublet, Contractor shall require the sub-Contractor to provide workman's compensation and employer's liability insurance, which may be required by owner.
3. Other Insurance required under law of regulations or by owner Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by owner.

**GC-90 DAMAGE TO PROPERTY :**

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or procured or being procured by owner or of other agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence of willful act or omission of Contractor, his employees, agent, representatives or sub-Contractor s.
2. Contractor shall indemnify and keep owner harmless of all claims for damage to properties other than property arising under by reasons of this agreement, such claims result from the fault and / or negligence or willful act or omission of Contractor, his employees, agents representative or sub-contractor.

**GC-91 CONTRACTOR TO INDEMNIFY OWNER :**

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all actions, claims, demands and liabilities whatsoever under the in respect of the breach of any of the above clauses and / or against

any claim, action or demand by any workman / employee of the Contractor or any sub-contractor under any laws, rules or regulations having force of laws, including but not limited to claims against the owner under the workman compensation Act, 1923, the Employee's Provident Funds Act, 1952 and / or the contract labour (Abolition and Regulations) Act, 1970.

2. **PAYMENTS OF CLAIMS AND DAMAGES :** If owner has to pay any money in respect of such claims or demands aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by Contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.
3. In every case in which by virtue of any provision applicable in the workman's Compensation Act, 1923 or any other Act, owner be obliged to pay compensation to workmen employed by Contractor the amount of compensation so paid, and without prejudice to the rights of owner under Section-(12) Sub-section-(2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to on to become due to the Contractor or from the security deposit. Owner will not be bound to contest any claim made under Section-(12) Sub-section-(2) of the said act except on written request of Contractor and giving full security for all costs consequent upon the contesting of such claim.

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

**GC-92 IMPLEMENTATION OF APPRENTICE ACT 1954 :**  
Contractor shall comply with the provisions of the apprentice Act 1954 and the orders issued there under from time to time. If he fails to do so, it will be a breach of contract.

**GC-93 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:**  
Contractor shall comply with all the rules and regulations of the local Sanitary Authorities or as framed by owner from time to time for the protection of health and provide sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

**GC-94 SAFETY CODE :**  
**General :**  
Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's rules as set forth herein.

**1.0 First Aid and Industrial Injuries :**  
1.1 Contractor shall maintain First-Aid facilities for its employees and those of his sub-contractors.

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

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

## **2.0 General Rules :**

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

## **3.0 Contractor's Barricades :**

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

- i) Excavation
- ii) Hoisting areas
- iii) Areas adjudged hazardous by Contractor's OR Owner's inspectors.
- iv) Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-In-Charge / Site Engineer.
- v) Rail / Road, loading / unloading spots.

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

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

## **4.0 Scaffolding :**

4.1 Suitable scaffolding shall be provided for workman for all works that cannot safely be done from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the same shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

- 4.2 Scaffolding or staging, more than 3.6 M. (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3') high above the floor or platform or scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 4.3 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or inadequately and if the height of the platform or the gangway of the stairway is more than 3.6 (12') above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 4.2 above.
- 4.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1.0 M (3'.0").
- 4.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9.0 M. (30') in length while the width between the side rails in rung ladder shall in no case be less than 30 cms (12 inches) for ladder up to and including 3.0 M. (10'), in longer ladders this width would be increased at least 6 mm (1/4") for each addition 30 c.m. (1.0) of length. Uniform step spacing shall not exceed 30 cms. (12"). Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the side of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained 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.

## **5.0 Excavation :**

- 5.1 All trenches 1.2 M (4') or more in depth, shall at all time be supplied with at least one ladder.
- 5.2 Ladder shall be extended bottom of the trench to at least 3" above the surface of the ground. The side of the trench which are 1.5 M (5') or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of

sides to collapse. The excavated materials shall not be placed within 1.5 M (5') of the trench of half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or under cutting be done.

## **6.0 Demolition :**

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

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

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

## **7.0 Safety Equipment :**

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

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

## **8.0 Risky Place :**

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

## **9.0 Hoisting Equipment :**

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

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

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

- 9.4 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding.
- 9.5 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 9.6 In case of departmental machine, the safe work load shall be notified by the Engineer-In-Charge, as regards Contractor s machine, the Contractor shall, notify, the safety working load of the machine to the Engineer-In-Charge. Whenever the Contractor brings any machinery to site of work he should get it verified by the Engineer-In-Charge concerned.

**10.0 Electrical Equipment :**

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

**11.0 Maintenance of Safety Devices :**

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

**12.0 Display of Safety Instructions :**

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

**13.0 Enforcement of Safety Regulations :**

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the

Contractor shall be open to inspection by the Welfare Officer, Engineer-In-Charge or Safety Engineer of the owner or their representatives.

**14.0 No Exemption :**

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

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

**GC-95 ACCIDENTS :**

It shall be Contractor's responsibility to protect against accidents on the works. He shall indemnify the owner against any claim for damage or for injury to person or property resulting from, and in the course of work and also under the provisions of the workman's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the Contractor shall within twenty-four hours of such accident, report in writing to the Engineer-In-Charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to person or damage to property other than that of the Contractor shall be promptly reported to the Engineer-In-Charge, stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases, the Contractor shall indemnify the owner against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the owner as a consequence of failure to give notice under the Workman's Compensation Act, or failure to conform to the provisions of the said act in regard to such accidents.

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

**Director (Projects)  
RUDA**

**Signature of Contractor.**



## **RAJKOT URBAN DEVELOPMENT AUTHORITY**

### **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 Urban Development Authority does not guarantee or represent that, they are given approximately correct. The contractor shall satisfy himself by his own inquiry, investigation and search regarding all materials affecting 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 per Indian Standard Specifications & MoRT&H 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 CEO, RUDA 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 & implement such directions.

#### **4. PROGRESS:-**

The Contractor shall furnish to the Engineer in charge every week the progress of the work.

#### **5. PROCUREMENT OF PETROLIUM PRODUCTS: (Deleted)**

#### **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:- (LABOUR ACCOMODATION )**

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.

#### **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. Resident engineer shall have minimum B.E. (Civil) degree of engineering.

## **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. In case of disagreement the plant shall have procured 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 in any way, prevent later 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 finds 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 arises 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 Contractor. 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 RUDA and shall remaining the custody of RUDA, 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 :- (As per GC-70)

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 arrangements 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 wants 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  
As 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 RUDA Engineer-in-charge in neat and clean conditions after removing all the rubbish

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

**Signature of the Contractor**

**Director (Projects)  
Rajkot Urban Development Authority**

**Statement No.1**  
**(Accompaniment to govt. R & B. Department, Resolution**  
**No..INC/1034/IB-204/(26)/C dated 24-1-1965 )**

FOR ::

PLACE ::

DATE ::

To

The Director (Projects)

Rajkot Urban Development Authority

Rajkot.

Details regarding my / our partners / our Company (in the case of Limited Company) names address(es), telephone number(s), income tax office etc., are as under ::

<b>Sr No</b>	<b>Name(s) of persons/ Partners / Company</b>	<b>Full address of the place of business (with pin code)</b>	<b>Telephone No(s). (Office)</b>	<b>Residential address(es)</b>	<b>Telephone No(s) (Resi.)</b>	<b>Full address of Income Tax office/Ward where Income Tax return is filed.</b>

I / We hereby agree to intimate to you about change, if any, in the above mentioned address(es) and telephone No(s). within fifteen days of its occurrence, till my / our deposit, for the said work paid by me / us is, not refunded to me / us.

**Signature of contractor.**

**Information / Details to be submitted by the Tenderers in the  
Performa  
mentioned under Statement no 1 to 9. All the documents  
submitted herewith as supporting documents shall be duly  
attested and certified true copy.**

**STATEMENT NO-1  
DECLARATION**

I/We hereby declared that I/We am/are not partner(s) blacklisted or connected with firm blacklisted in any states, CPWD / MES / Railways or any Government, Semi- Government or Private body.

At present I/We am/are registered as approved contractor (s), firms in any 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 Urban Development Authority as a result of out abandoning the works entrusted to us.

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

**STATEMENT NO-2**  
**APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUS**  
**PROVISIONS**  
**ACT 1952**

Successful bidder i.e. the agency whose tender is accepted by the RUDA 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 RUDA 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.

**Seal and Signature of the Bidder**

### STATEMENT NO. –3 CURRICULAM VITAE

Sr No	Details of person	
1	Name	
2	Age	
3	Qualifications	
4	Experience in Project Related field	
5	Other experiences	
6	Employment Record.	

Sr No	Period From To	Organization under which work	Status /position in the organization

**Note:**

- (1) Separate sheet for each person to be furnished as above.
- (2) The contractor's Project Team should consist of persons in the following disciplines.
  - a) Senior Engineer with experience of Building & Road work



**Seal and Signature of the Bidder**

**STATEMENT – 4**  
**INFORMATION REGARDING FINANCIAL CAPACITY OF THE**  
**CONTRACTORS.**

Sr. No.	Details	Amount (Rs. in lacs)	Remarks
1	Solvency		A Banker's Certificate of current financial year may
2	Annual Turnover for the last three years.		Certified true copy to be attached
3	Price of biggest (road or building, civil work) job carried out		Certified true copy to be attached

**Seal and Signature of the Bidder**

**STATEMENT NO. – 4/A**  
**BIDDER'S FINANCIAL CAPACITY**

<b>Sr No</b>	<b>Financial Year</b>	<b>Annual Turnover in Engineering Project Rs.</b>	<b>Net worth Rs.</b>	<b>Net cash Rs.</b>	<b>Working Capital Rs.</b>
1	2016-17				
2	2017-18				
3	2018-19				

**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 4 months the bidder has ability to sustain negative cash balance and how he proposes to meet with the same.*

**Seal and Signature of the Bidder**

**STATEMENT NO. – 4 / B**  
**AVAILABLE BID- CAPACITY**

	2014-15	2015-16	2016-17	2017-18	2018-19
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

The enhancement fear will be 10%

**Seal and Signature of the Bidder**

**STATEMENT NO. – 5**  
**LIST OF SINGLE Civil WORK OF Bridges, Building Costing More**  
**THAN 40% OF**  
**THE ESTIMATED COST COMPLETED DURING THE LAST FIVE YEARS.**

Sr No	<i>Year of Construction Work</i>	Name of project	Name of owner & contact person of the project, address, phone no. fax no.	Total cost of the work	Total value of work done Rs.	Date of starting work	Date of Actual completion of work
1	2	3	4	5	6	7	8

**Note:** Certificate from the owners in support of above works may be enclosed with this statement.

**Seal and Signature of the Bidder**

**TATEMENT NO. 5/ A**  
**Detailed information of similar type of civil work costing more than tender amount completed with good quality and workmanship in the past five years.**

Name of Contractor:

Sr No.	Name of work	Name of client	Estimated cost of work (Rs. Lacs)	Tendered amount Rs. (Lacs)	Date of award of contract	Target date of completion	Actual date of completion	Reason for delay
1	2	3	4	5	6	7	8	9

**Note:** Certificate from the owners in support of above works may be enclosed with this statement.

**Seal and Signature of the Bidder**

**STATEMENT NO. – 5/B**  
**DETAILS OF ONGOING PROJECT**

<b>Sr No</b>	<b>Name of projects</b>	<b>Name of work</b>	<b>Name of work completed</b>	<b>Value of remaining work Rs. in lakhs.</b>	<b>Start date</b>	<b>Likely date of Completion</b>	<b>Name, address, telephone, fax Number of project authority &amp; contact person.</b>

**Seal and Signature of the Bidder**

**STATEMENT NO.-6**  
**DETAILS OF PLANT & MACHINERY TO BE DEPLOYED ON THIS WORK**

Name of the contractor/company :

<b>Sr No</b>	<b>Name of plants/machinery</b>	<b>Nos. available (with make &amp; year)</b>	<b>Nos. proposed to be deployed for this project</b>	<b>Present location</b>	<b>Present value of plant / machineries</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**Note:**

*Plant / machineries which are proposed to be procured shall have to be procured at the earliest after award of the work and before the start of the work.*

**Seal and Signature of the Bidder**

**Rajkot Urban Development Authority**

**:: SPECIAL CONDITIONS ::**

1. The Royalty of each and every material, required to be paid is to be borne by the contractor.
2. Testing of each material as and when required by Rajkot Urban Development Authority, is to be carried out by the contractor at his own cost. Schedule of testing of material will be as per MoRTH 5<sup>th</sup> revision.
3. Necessary tests for material quality, soil tests etc. shall be carried out as per the instructions of engineer-in-charge by contractor at his own cost and reports to be submitted to the engineer-in-charge.
4. Contractor shall be use the concrete from RMC plant and trasport by transit mixture at site and poured by proper manners instruction by engineer incharge.
5. When the Quantity of any item exceeds the quantity as in the tender by more than 10% the contractor will be paid for the quantity in excess of 10% at the rate entered in the SOR of the during which the excess in quantity is first executed or tender rate whichever is less.

**Seal and Signature of the Bidder**

**Rajkot Urban Development Authority**  
**:: TECHNICAL SPECIFICATIONS ::**



## 1.1 WATER

Water used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel. Potable water is generally considered satisfactory for mixing concrete. Mixing and curing with sea water shall not be permitted. As a guide, the following concentrations represent the maximum permissible values:

- a) To neutralise 200 ml sample of water, using phenolphthalein as an indicator, it should not require more than 2 ml of 0.1 normal NaOH.
- b) To neutralise 200 ml sample of water, using methyl orange as an indicator, it should not require more than 10 ml of 0.1 normal HCl.
- c) The permissible limits for solids shall be as follows when tested in accordance with IS : 3025:

	Permissible Limits (max)
Organic	200 mg/lit
<b>Inorganic</b>	<b>3000 mg/lit</b>
Sulphates (SO <sub>4</sub> )	500 mg/lit
Chlorides (Cl)	500 mg/lit *
Suspended matter	2000 mg/lit

\* In case of structures of lengths 30 m and below, the permissible limit of chlorides may be increased upto 1000 mg/lit.

All samples of water (including potable water) shall be tested and suitable measures taken where necessary to ensure conformity of the water to the requirements stated herein.

- d) The pH value shall not be less than 6

### 1014.1. General

All materials may be stored at proper places so as to prevent their deterioration or intrusion by foreign matter and to ensure their satisfactory quality and fitness for the work. The storage space must also permit easy inspection, removal and restorage of the materials. All such materials even though stored in approved godowns/places, must be subjected to acceptance test prior to their immediate use.

## 1.2. Brick

Bricks shall not be dumped at site. They shall be stacked in regular tiers as they are unloaded, to minimise breakage and defacement. The supply of bricks shall be available at site at any time. Bricks selected for use in different situations shall be stacked separately.

## 1.3. Aggregates

Aggregate stockpiles may be made on ground that is denuded of vegetation, is hard and well drained. If necessary, the ground shall be covered with 50 mm plank.

Coarse aggregates, unless otherwise agreed by the Engineer in writing, shall be delivered to the site in separate sizes (2 sizes when nominal size is 25 mm or less and 3 sizes when the nominal size is 32 mm or more). Aggregates placed directly on the ground shall not be removed from the stockpile within 30 cm of the ground until the final cleaning up of the work, and then only the clean aggregate will be permitted to be used

In the case of line aggregates, these shall be deposited at the mixing site not less than 8 hours before use and shall have been tested and approved by the Engineer.

#### **1.4. Cement**

Cement shall be transported, handled and stored on the site in such a manner as to avoid deterioration or contamination. Cement shall be stored above ground level in perfectly dry and water-tight sheds and shall be stacked not more than eight bags high. Wherever bulk storage containers are used their capacity should be sufficient to cater to the requirement at site and should be cleaned at least once every 3 to 4 months.

Each consignment shall be stored separately so that it may be readily identified and inspected and cement shall be used in the sequence in which it is delivered at site. Any consignment or part of a consignment of cement which had deteriorated in any way, during storage, shall not be used in the works and shall be removed from the site by the Contractor without charge to the Employer.

The Contractor shall prepare and maintain proper records on site in respect of delivery, handling, storage and use of cement and these records shall be available for inspection by the Engineer at all times.

The Contractor shall make a monthly return to the Engineer on the date corresponding to the interim certificate date, showing the quantities of cement received and issued during the month and in stock at the end of the month.

#### **1.5. Reinforcement/Untensioned Steel**

The reinforcement bars, when delivered on the job, shall be stored above the surface of the ground upon platforms, skids, or other supports, and shall be protected from mechanical injury and from deterioration by exposure.

#### **1.6. Pre stressing Materials**

All prestressing steel, sheathing, anchorages and sleeves or coupling must be protected during transportation, handling and storage. The prestressing steel, sheathing and other accessories must be stored under cover from rain or damp ground and protected from the ambient atmosphere if it is likely to be aggressive. Storage at site must be kept to the absolute minimum.

**Tendon:** Wire, strand and bar from which tendons are to be fabricated shall be stored about 300 mm above the ground in a suitably covered and closed space so as to avoid direct climatic influences and to protect them from splashes from any other materials and from the cutting operation of an oxy-acetylene torch or arc welding process in the vicinity. Under no

## **1.7 Water**

Water shall be stored in containers/tanks covered at top and cleaned at regular intervals in order to prevent intrusion by foreign matter or growth of organic matter. Water from shallow, muddy or marshy surface shall not be permitted. The intake pipe shall be enclosed to exclude silt, mud, grass and other solid materials and there shall be a minimum depth of 0.60 m of water below the intake at all times.

## **1.8 PCC and Concrete Work**

Specification of Concrete shall be as per MoRT&H section 1700

# **QUALITY CONTROL MANUAL FOR WORKS**

## **GENERAL :**

All materials to be used, all methods adopted and all works performed shall be strictly in accordance with requirements of these specification.

The Contractor shall carry out quality control tests on the materials and work to the frequency stipulated in subsequent paragraphs. In the absence of clear indications about method and or frequency of tests for any item, the instructions of the Engineer shall be followed.

For Satisfying himself about the quality of the materials and work, quality control tests will also be conducted by the Engineer( by himself, by his Quality Control Units or by any other agencies deemed fit by him), generally to the frequency set forth herein under. Additional tests may also be conducted where, in the opinion of the Engineer, need for such tests exists.

The Contractor shall provide necessary co-operation and assistance in obtaining the samples for tests and carrying out the field tests as required by the Engineer from time to time. This may include provision of labour, attendants, assistance in packing and dispatching and any other assistance considered necessary in connection with the tests.

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

For testing of samples of soils/soil mixes, granular materials, and mixes, bituminous materials and mixes, aggregates, cores etc., samples in the required quantity and form shall be supplied to the Engineer by the Contractor at his own cost. or bitumen, and aggregates other materials where essential tests are to be carried out at the manufacture's plant or at laboratories other than the site laboratory, the cost of samples, sampling, testing and furnishing of test certificates shall be borne by the Contractor. He shall also furnish the test

certificates to the Engineer.

The materials for construction shall be got approved from the Engineer. The responsibility for arranging and obtaining the required material shall rest with the Contractor who shall ensure smooth and uninterrupted supply of materials in the required quantity during the construction period.

**Defective  
Materials :**

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

**Imported  
Materials :**

At the time of submission of tenders, the Contractor shall furnish a list of materials/finished products manufactured, produced or fabricated outside India which he proposes to uses in the work. The Contractor shall not be entitled to extension of time for acts or events occurring outside India and it shall be the Contractor's responsibility to make timely delivery to the job site of all such materials obtained from outside India.

The materials imported form outside India shall conform to the relevant Specifications of the Contract. In case where materials/ finished products are not covered by the Specifications in the Contract, the details of Specifications proposed to be followed and the testing procedure as well as laboratories/establishments where tests are to be carried out shall be specifically brought out and agreed to in the Contract.

**ITEM-1    Excavation for foundation in soft muurum ,soil,or sand from 0 to 1.5 mtr depth including lifting and laying in 90 mtr lead area as instructed .**

1 . Excavation for structures shall consist of the removal of material for the construction of foundations for culverts, retaining walls, cut of wails pipe culverts and other similar structures, in accordance with the requirements of these specifications and the lines and dimensions shown on the drawing or as indicated by the Engineer-in-charge The work shall include all necessary sheeting, shorting, bracing draining an pumping and the removal of all logs, stumps, grubs and other deleterious matter and obstructions necessary for placing the foundations, trimming bottoms of

excavations, back filling and clearing up the site and the disposal of all surplus material. After the site has been cleared the limits of excavation shall be set out true to lines, curves and slopes. Excavation shall be taken to the width of the lowest step of the footing. The contractor at his own expense shall put up necessary shoring, strutting and planking or cut slopes to a safer angle or both with due-regard to the safety of persons and works and to the satisfaction of the Engineer-in-charge.

The depth to which the excavation is to be carried out shall be as shown, on the drawings, unless the type of material encountered is such as to require changes, in which case the depth shall be as ordered by the Engineer-in-charge.

Where waters is met with in excavation due to stream-flow, seepage springs, rain or other reasons, the contractor shall take adequate measures such as bailing, pumping, constructing diversion channels drainage channels, and other necessary work to keep the foundation trenches dry when so required and to protect green

concrete/masonry against damage by erosion or sudden rising of water level. The method to be accepted in this regard and other details there of shall be left to the choice of (he contractor but subject to approval of the Engineer-in charge, Approval of the Engineer-in-charge shall, however, not relieve the contractor of the responsibility for the adequacy of dewatering. and protection arrangements and for the quality an safety of the work.

Pumping from the interior of any foundation enclosures shall be done in such manner as to preclude the possibility of the movement of water through any fresh concrete. No pumping shall be permitted during the placing of concrete or for any period of at least 24 hours thereafter unless it is done from a suitable sump separated from the concrete work by a water tight wall or other similar means.

The bottom of the foundation shall be leveled both longitudinally and transversely or stepped as directed by the Engineer-in-charge. Before tooling is laid, the surface shall he slightly watered and rammed. In the event of excavation having been made deeper than that shown on the drawings or as otherwise ordered by the Engineer-in-charge, the extra depth shall be made up with concrete or masonry of the foundation grade at (he cost of the contractor Ordinary filling shall not be used for the purpose of bringing the foundation to level. If there are any slips or blows in the excavation these shall be removed by the contractor at his own cost.

8- Near towns, villages and all frequented places, trenches and foundation pits shall be securely fenced, provided with proper caution signs and marked with red lights at night to avoid accidents. The contractor shall be required to take adequate protective measures to see that the excavation operations do not affect or damage adjoining structures.

Back filling shall be done with approved material after concrete or masonry is fully set and carried out in such a way as not to cause under thrust on any part of the structure. All space between foundation masonry or concrete and the sides of excavation shall be refilled to the original surface, making due allowance for settlement in 250 mm loose layers. Which shall be watered and compacted.

All the excavated materials shall be the property of the Government. Where the excavated material is directed to be used in the construction of embankment, it shall be directly deposited at the required locations.

1 . All useful materials, not intended for use in the bank, shall be stacked neatly on Government land as directed by the Engineer-in-charge within 50 metres lead. Unsuitable and surplus materials not intended for use in any part of the road shall be disposed off as directed by the Engineer-in-charge.

Excavation for structures shall be measured in cubic metres for each class of material encountered, limited to the dimensions shown on the drawings or as directed by the Engineer-in-charge. Excavation over increased width, cutting of slopes, shoring, shattering and planking shall be deemed as convenience for the Contractor in executing the work and shall not be measured and paid for separately.

The contract unit rate for the items of excavation for structures shall be paid in full for carrying out the required operations including.

1 . Setting out Construction of necessary shoring and bracing and their subsequent removal:

Removal of ail logs stumps, grubs and other deleterious matter and obstructions for placing the foundations including trimming of bottoms of excavations; Foundation sealing, dewatering including pumping;

Backfilling, clearing up the site and disposal of all surplus material within all lifts and leads upto 100 metres; All labour, materials, tools, equipment, safeguards and incidentals necessary to complete the work to the specification. Excavation shall be for ordinary soil such as vegetable or organic soil, turf slit, and loam, clay,

mud, plat, black cotton soil, soft shale or soft murrurn a mixture of these and similar material which yields to the ordinary application of pick and shovel, rake or other ordinary digging equipment. Removal of glavei or any other nodular material having diametre in any one direction not exceeding 75 mm occurring in such strata shall be deemed to be covered under this category. The classification of excavation shall be decided by the Engineer-in-charge and his decision shall be final and binding on the Contractor.

## **ITEM 2 (C) Supplying and Laying of Machine crushed aggregate of size 25-38 mm**

The field of M.C. metal shall be of approved quarry as shown on the quarry chart as well as approved by the Executive Engineer prior to collection.

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

All unsound, weathered or disintegrated stone obtained from the upper surface layer of the quarry or other layer of boulders shall be rejected. The physical requirement for standard size metal shall conform to the test results indicated in para 3 of item 4.

The M.C. metal shall be as nearly uniform in size as possible and shall conform to following minimum requirements of passing through the rings :

Sieve Size.	Percentage Passing through
63mm	100
50mm	95-100
40mm	35-70
20mm	0-10

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

Any collection which does not fully satisfy the above requirements is liable to be rejected altogether. Stacking shall be done by filling in the standard steel pharas of 2.00 x-1.50 x 0.50 metre and no deduction of voids shall be made from the gross measurements.-

Regular stacks shall be done by the contractors on a fairly level ground. All the stacks shall be marked by white wash immediately on being measured and recorded by the Engineer-in-charge.

The rate includes blasting the rock, if any, breaking the metal, stacking, measuring in pharas etc. complete.

### **Item No 4 : Rolling :**

Immediately after the spreading of mix, it shall be thoroughly compacted by rolling with a set of rollers moving at a speed not exceeding 5 km per hour. The initial or break-down rolling shall be with 8-12 tonne three wheeled rollers and the surface finished by final rolling with 8-10 tonne tandem rollers, or suitable pneumatic rollers.

The roller wheels shall be kept damp to prevent the mix adhering to them but in no case shall fuel lubricating oil be used for this purpose. Rolling shall commence longitudinally from the edge and progress towards the centre except that at super elevated portions, it shall progress from the lower to upper edges parallel to the centre line of the payment. The roller should proceed on the fresh material with rear or fixed wheel leading so as to minimise the pushing of the mix and each pass of the roller shall uniformly overlap not less than one third of the track made in the

preceding pass Rolling shall continue until the entire surface has been rolled to compaction and all the roller marks eliminated

ITEM- 5 Providing and laying in position Ready Mixed M-150 grade concrete for reinforced cement concrete work , using cement content as per approved Design Mix manufactured in fully automatic batching plant and transported to site of work in transit mixer for a lead up to 10 kms having continuous agitated mixer, manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of R.M.C. from transit mixer to site of laying, excluding the cost of centering shuttering finishing and reinforcement including cost of admixtures in recommended proportions as per IS: 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. Without Fly Ash (Min cement level as per latest IS 456 shall be maintained) (Cement level 320 kg )

RnB sor 2015-16, Item No.05054, P.No.51ng cost of reinforcement)

1. Para 1 to 25 of ordinary concrete [without reinforcement ] shall apply.

In the case of reinforced concrete work, workability shall be such that the concrete surrounds and properly grips all reinforcement. The degree of consistency which must depend upon the nature of work and methods of vibration of concrete, shall be determined by regular slumps test. Following test slump shall be adopted for different types of works:

Type of work	Stumps where vibrators are used	Stumps Where vibrators are not used
(I) Mass concrete in R.C.C. foundation, footings and retaining walls,	10mm to 25 mm	80mm
(ii) Beams, slabs and column simply reinforced	25 mm to 40 mm	100mm to 120 mm
(iii) Thin R.C.C. section or sections .with congested steel	40 mm to 50 mm	125mm to 150mm

Maximum nominal size of the concrete aggregate shall be 20 mm. and shall machine crushed.

Works strength test shall be made in accordance with IS : 516. Each test shall be conducted on ten specimens five of which shall be taken on each day of concreting and cubes shall be made at the rate of one for every 5 cubic metre to concrete or a part thereof. However, if concreting done in a day is less than 15 cubic metre, the minimum number of cubes can be reduced to 6 with the 15 cubic metre of concrete or a part thereof. However, if concreting done in a day is less than 15 cubic metre, the minimum number of cubes can be reduced to 6 with the specific permission of the Engineer-in-charge. Similar works test shall be carried out whenever the quality and grading of materials is changed irrespective of the quantity of concrete poured. The number of specimens may be suitably increased as deemed necessary by the Engineer-in charge, when procedure of test given above reveals a poor quality to concrete and in other special cases.



All necessary labour, materials, equipment, etc. for sampling, preparing test cubes, curing etc. shall be provided by the contractor. Testing of the materials and concrete may be arranged by the Engineer-in-charge in an approved laboratory at the cost of the contractor.

The average strength of the group of cubes for each day shall be less than the specified works cube strength 20 percent of the cubes cast for each day may have values less than the specified strength, provided the lowest value is not less than 85 per cent of the specified strength.

R.C.C. work shall have exposed concrete surface. Centering design and its erection shall be approved by the Deputy Engineer-in-charge. One carpenter with helper will invariably be kept present through out the period of concreting. Movement of labour and other persons shall be totally prohibited over reinforcement laid in position. For access to different part as suitable platforms shall be provided so that steel reinforcement in positions is not disturbed. For ensuring proper cover, mortar blocks of suitable size shall be cast and tied to the reinforcement. Timber, kapachi or metal pieces shall not be used for this purpose. Concreting of important structural members shall always be done in the presence and under the supervision of department person not below the rank of Junior Engineer/ Supervisor/Overseer. After removal of form work and shuttering, the Executive Engineer shall inspect the work and satisfy by random checks that concrete of good quality. Plastering shall not be allowed to the exposed face of concrete.

In reinforced concrete, the volume occupied by reinforcement shall not be deducted. The slab shall be measured as running continuously through and the beam as the portion below the slab.

1 . The work shall consist of furnishing and placing, reinforcement of the shape and dimensions shown on the drawings or as-directed by the Engineer-in-charge.

Steel shall be clean and free from loose rust and loose mill scale at the time of fixing in position and of subsequent concreting. Reinforcing steel shall conform accurately to the dimensions given in bar bending schedules shown on relevant drawing's. Bars shall be bent cold to the specified shape and dimensions or as directed by the Engineer-in-charge using a proper bar bender, operated by hand or power to attain proper radius of bends. Bars shall not be bent or straightened in manner that will injure the material. Bars bent during transporting or handling shall be straightened before use on work; they shall not be invariably be provided. The radius of the bend shall not less than twice the diameter of the round bar and length of the straight part of the bar-beyond the end of the curve shall be at least four times the diameter of the round bar. In the case of bars which are not round and in the case of deformed bars, the diameter shall be taken as the diameter of a circle having an equivalent effective area. The work shall be suitably encased to prevent any splitting of the concrete.

All reinforcement bars shall be accurately placed in exact position on the drawings, and shall be securely held in position during placing of concrete by annealed binding wire not less than 1 mm, in size and conforming to IS : 280 and by using stay blocks or metal chairs spacers, metal hangers, supporting wires or other approved devices at sufficiently close intervals. Bars will not be allowed to sag between supports or displaced during concreting or any of their operations over the work. All devices used for positioning shall be non corrodible material. Wooden

and metal supports will not extend to the surface of concrete except where shown on the drawings. Placing bars on layers of freshly laid concrete as the work progress or adjusting bar spacing will not be allowed. Pieces of broken stone of brick and wooden blocks shall not be used. Layers of bars shall be separated by spacer bars, precast mortar block, or other approved device. Reinforcement after being placed in position shall be maintained in clean condition until completely embedded in concrete. Special care shall be exercised to prevent any displacement of reinforcement in concrete already placed. To protect reinforcement from corrosion, concrete cover shall be provided as indicated on the drawings. All bars protruding from concrete and to which other bars are to be spliced and which are likely to be exposed for an indefinite period shall be protected by a thick coat of neat cement grout.

Bars crossing each other, where required, shall lie secured by binding wire (annealed) of size not less than 1 mm, and conforming to IS : 280 in such a manner that they do not slip over each other at the time of fixing and concreting.

As far as possible, bars of full length shall be used. In case this is not possible, overlapping of bars shall be done as directed by the engineer-in-charge. When practicable, overlapping bars shall not touch each other, but be kept apart by 25 mm or 1.25 times the maximum size of the coarse aggregate which ever is greater, by concrete between them. Where not feasible, overlapping bars shall be bound with annealed steel wire, not less than 1 mm. thickness twisted right. The overlaps shall be staggered for different bars and located at points, along the span where neither shear nor bending movement is maximum.

Whenever indicated on the drawings or desired by the Engineer-in-charge, bar shall be joined by couplings which shall have a cross-section sufficient to transmit the full strength of bars. The end of the bars that are joined by coupling shall be upset for a sufficient length so that the effective cross-section at the base of threads shall be standard white worth threads. Steel for coupling shall conform to IS :226.

8. When permitted or specified on the drawings joints of reinforcement bars shall be butt welded so as to transmit their full strength. Welded joints shall preferably be located at points where steel will not be subject to more than 75 per cent of the maximum permissible stresses and welds so staggered that at any one section not more than 20 per cent of the rods are welded. Only electric arc welds shall be used. Welding shall be done using a process which excludes air from the molten metal and conforms to any or all other special provisions for the work .will be accepted. Suitable means shall be provided for holding the bars securely in position during welding. It must be ensured that no voids are left in welding and when welding is done in 2 or 3 stages, previous surface shall be cleaned properly. Ends of the bars shall be cleaned of all loose scale rust grease ,paint and other foreign matter before welding. Only competent welders shall be employed on the work. The M.S. Electrodes used for welding shall conform, to IS :814, Welded pieces of reinforcement shall be tested. Specimen shall be taken from the actual site and their number and frequency to test shall be as directed by the Engineer-in-charge.

Wastage shall be permitted up to 5 per cent maximum. Useful pieces of steel, as may be decided by the Engineer-in-charge shall be taken back by the Government at issue rate and at P.W.D. Store from where the steel was supplied. All the expenses of loading, carting, unloading and returning the waste will be borne by the contractor.

Reinforcement shall be measured in length separately for different diameters as actually used in the work. From the length so measured the weight of reinforcement shall be calculated in tones on the same basis of IS: 1732 even though steel is supplied to the contractor by the Department on actual weightment Lengths shall include hooks at ends. Wastage and annealed steel wire for binding shall not be measured and cost of these items shall be deemed to be included in the rates for reinforcement.

Item : 6 Supply & Fixing of 80mm M-30 Grade cement concrete rubber mold paving inter locking paving block (Grey colour) after beding of black stone powder in line and CC on the edge in proportion of 1:2:4 with curing etc complete R.M.C. S.O.R. P.NO. 13 / IT.NO.146

Specifications for 80mm thick Interlocking Concrete Paving Blocks with ISI mark (IS 15658:2006) with SHOTBLASTED Finish

Supply of High Strength high finish Interlocking Concrete paving blocks with ISI mark (IS 15658:2006) of VYARA make, with Shot blasted texture

- wear resistant aggregates colour coordinated aggregates in face mix.
- Colours specified by the architects, using UV resistant colour pigments from Laxness.
- Optional: Premier Shield integral and topcoat treatment for satin finish, water and oil repellence, reduction of algae, moss and efflorescence formation.

Sr.	Parameters	Minimum Requirements
1.	Percentage Water Absorption	Average not over 6%
2.	Compressive strength	Average not less than 250 Kg/cm <sup>2</sup>
3.	Tensile Splitting Strength (as per EN 1338)	Average not less than 3.6Mpa
4.	Average wear in Thickness-Abrasion	Conforming to Grade 'H' of EN 1338
5.	Tolerance in size (length + breadth)	± 1.5mm
6.	Thickness of wearing layer	Not less than 5mm
7.	Tolerance in Thickness of block	± 3mm
8.	Colours	UV Light resistant fast colours from Lanxess only to be used

- The blocks must be manufactured on Vibrating type machine only. The manufacturer must demonstrate feeding of material into the machines by automatic batching plants with capacity of min 30 m<sup>3</sup>/hr.
- The manufacturing company must be an ISO 9001:2008 certified Company or should have equivalent quality management systems in place to ensure quality product.
- The blocks will be made using wear resistant materials in the face

mix as specified by the architects.

- The colours of the blocks (wearing layer) will be as selected by the architects.
- The blocks must be cured in controlled environment to ensure efflorescence free material.
- The manufacturer must have in house testing laboratory to carry out all testing including Compressive strength testing, Tensile strength testing, Water absorption, abrasion resistance etc.

## **Rajkot Urban Development Authority**

Name of work:-

**Construction of CC Paving blocks work under 10 lakh limit at different villages covered in phase-3 in RUDA AREA**

**:: SCHEDULE - B ::**

**BILL OF QUANTITIES**

ITEM NO.	QTY.	DESCRIPTION OF ITEM	RATE	UNITS	AMOUNT
1	2	3	4	5	6
1	4708.00	Excavation of Foundation in Soft Murrum, Soil or Sand from 0.0mtr. to 1.50 mtr depth including lifting and laying in 90 mtr. lead area as instructed .	96.60	CUM	454792.8
2	1964.00	Supply & Laying of Machine crushed aggregate of size 25-38 mm with all lead & lift	971.00	CUM	1907044
3	301.00	Supply & Laying of Grit with all lead & lift	659.00	CUM	198359
4	17592.00	Rolling work with Roller 8-10 Ton capacity over metalling murrum forsoling or single layer arriving proper compaction (with watering)	7.50	SQM	131940
5	17584.00	Supply & Fixing of 80mm M-30 Grade cement concrete rubber mold paving inter locking paving block (Grey colour) after beding of black stone powder in line and CC on the edge in proportion of 1:2:4 with curing etc complete	562.00	SQM	9882208
6	3947.00	Fixing of CC Precast Road Divider stone 0.38 x 0.30 x 0.20 cm including required material and labour (without colour)	127.00	NO	501269
7	592.00	oil bound destemper two times with prime coat	49.00	SQM	29008
				<b>TOTAL</b>	<b>13104620.8</b>

I am / we are willing to carry out the above mentioned work at..... % (in figures)..... (in words) percentage below /above the rates mentioned in Schedule B as above

**Seal & Signature of Contractor:**

Astt.Engineer  
Rajkot Urban Development Authority

Dy.Ex.Engineer  
Rajkot Urban Development Authority

Director Projects  
Rajkot Urban Development Authority