

## Special Condition of the Contract - B

### 1 Free maintenance guarantee period

The contractor shall have to give **five years free maintenance guarantee** from the certified date of completion. During this period contractor shall have to repair the damaged portion of the BT surface of road and all other executed items at his risk and cost as per direction of Engineers – in – charge. If BT surface during maintenance period of 5 years is worn-out or damaged then, agency shall have to take remedial action as per table below and as directed by Engineer – in – charge. The cost of annual maintenance for five year shall required to be considered while quoting the tender and has to be born by the contractor. The periodicity of routine maintenance activity shall be as follows.

(a) Maintenance of Bituminous surface road and/or Cement concrete road and/or gravel road and/or WBM road including filling pot holes and patch repairs etc as per clause 1904, 1905, 1906 and 1907 of the Specifications for Rural Roads (First Revision) IRC New Delhi 2014 respectively.

Sr No	Distress and service Level	Remedy	Period to attend for the Contractor
1	Potholes	As per IRC:SP:20-2002 and specifications for rural roads of IRC:2014	7 Days
2	Surface damages/worn out surface in more than 50 meters of lane length in the road stretch	Renewal with wearing coat as originally laid by contractor - as per tender item and specification.	21 Days
3	Patch work area exceeds 30% in per KM length		

**(b) Other maintenance works to be carried out:**

Sr No	Name of Item/Activity	Frequency of operation in one year
1	Restoration of rain cuts and dressing of berms as per clause 1902 of the Specification for Rural Roads (First Revision) IRC New Delhi 2014.	As and when required
2	Maintenance of earthen shoulders as per clause 1903 of the Specification Rural Roads (First Revision) IRC New Delhi 2014.	As and when required.
3	Maintenance of drains as per clause 1908 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Twice in a year before/after monsoon
4	Maintenance of culverts and causeways including vent clearance as per clause 1909 and 1910 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Twice in a year before/after monsoon
5	Maintenance of road signs as per clause 1911 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Maintenance as and when required. Repainting once in every two years.
6	Maintenance of guard rails and parapet rails as per clause 1912 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Maintenance as and when required. Repainting once in a year.
7	Maintenance of 200 m and Kilo Meter stones as per clause 1913 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Maintenance as and when required Repainting once in a year.
8	White washing guard stones	Once in year
9	Re-fixing displaced guard stones / KM stone / 200 meter stone/Sign board	Once in year
10	Maintenance of road delineators as per Clause 1914 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	As and when required
11	Cutting of branches of trees, shrubs and trimming of grass and weeds etc as per clause 1915 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Twice in a year generally before/after rains or as and when required
12	White washing parapets of CD Works as per Clause 1916 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Once in year



However maintenance does not include replacement or erection of new signages / stones etc. at the time of yearly maintenance.

The amount equivalent to **2.5 % of each bill** shall be withheld and will be released after the free maintenance guarantee period of five year is over.

However this amount shall be released against fix deposit or Bank Guarantee pledged in the name of Executive Engineer after completion certificate of work is issued.

The contractor has to carry out routine maintenance as said above & has to report the Engineer-in-charge in the month of May and November of every year with a copy of the record of contractor's inspection and other instructions received from the Engineer- in-charge and maintenance carried out with colour photograph showing before and after maintenance (@ 3 nos. Of photographs per kilo metre of lane length with date and time digitally incorporated to be submitted by the contractor in 3 sets)

In the event of contractor not carrying out routine maintenance within time limit as specified above, the employer will get the maintenance work carried out through any source and the amount required for this work shall be recovered from **the 2.5% amount withheld for this purpose available with the employer along with additional 20% of this amount as penalty.**

2        The flakiness index and elongation index for coarse aggregate under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.

3        2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometre/indicator/guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.

4        **Setting up of adequate laboratory & deployment of Quality Engineer.**

The contractor shall have to set up A laboratory with adequate equipment. Till the setting up of adequate laboratory is completed

& reported of this to the Engineer-in-charge (subject to due verification by the Engineer-in-charge/Engineer's Representative) by contractor in writing, Rs. 2,00,000/- (Two Lakhs) shall be withheld from Contractor's bill(s). A qualified Quality Engineer shall be deployed exclusive for this contract by the contractor. If a qualified Quality Engineer is not deployed by contractor within one month from the date of work order, an amount equivalent to Rs. 15,000 per month shall be recovered till the actual deployment of the Quality Engineer. The amount so recovered towards non-deployment of Quality Engineer shall be non - refunded.

**5 Requirement of core cutting machine**

The contractor registered in special category – I Road will have to possess two numbers of asphalt core cutting machine and those registered in special category – II Road will have to possess one number of asphalt core cutting machine at the project site in working condition. The contractor shall make available the core cutting machine at his cost for sampling of asphalt cores for testing/as and when demanded by the Authority or the Engineer-in-charge (G.C. No RGN-60-2006-(35)S Dated 26-5-06 of R & B D)

**6 Certification of quantity executed**

The Contractor shall submit to the Employer regular bills with statements of the value of the work completed for specific billing along with details of measurement of the quantity of works executed in a form as required by the Employer.

Such details of measurements shall be duly certified for each and every executed work item as per Contract BOQ and/or else as ordered by the Employer strictly in accordance with the Contract Specifications. Only the Authorised Signatory of the Contractor shall measure and certify on its own the detailed statements before submitting the same as part of bills to the Employer.

However during regular or any subsequent inspections/audits and/or verification, either by the Employer or the Employer's Representative, if the respective quantities measured are found deficient from the ones measured and certified by the Authorised Signatory of the Contractor in any bills, then the procedure as below has to follow .



As such immediately upon discovery of such deficiency, the Contractor shall be notified by the Employer about respective work item(s) and quantities. The Authorised Signatory of the Contractor shall then assess jointly with the Employer and agree upon such difference in quantity with the Employer within seven days from the date of receipt of such notification.

It is expressly stated and mutually agreed that for such agreed quantity difference, the Employer will have full Contractual right to recover the associated costs at the unit rate of the quoted rate for such work item in BOQ or as in the relevant District Schedule of Rates, published by Roads and Buildings Department, Government of Gujarat prevailing at the time of execution of such work item, whichever is higher, although irrespective of such recovery all other Contract Conditions shall remain as binding and in force for invoking further action as per contract individually and/or collectively.

Such recovery shall be effected by the Employer either from: firstly, any amounts due to the Contractor under the Contract or secondly, from any of the Security Deposits, Retention Money, Bank Guarantee, Performance Securities e.tc of the Contractor immediately.

However, such recovered amount shall be refunded to the contractor if such rectification of work done by the contractor to the satisfaction of Engineer- in- charge as per the provision of contract or shall be adjusted against the amount if work will be done by the Employer for rectification of such work. For such deficient work further action will be taken up as per the provision of contract against the contractor. If the deficient work is not rectified than this amount will be forfeited and further action will be taken up as per the provision of contract.

## **7 Access to the site.**

The contractor shall allow access to the site and to any place where work in connection with the contract is being carried out or it is intended to be carried out to the Engineer-in-charge. And any person/persons/agency authorised by the Employer/Engineer-in-charge.