

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

OPERATION & MAINTENANCE WORK

**Comprehensive Operation and Maintenance of Drainage Line From
Sargasan to Jaspur & Jaspur to Jethlaj (Trunk Main) under
Gandhinagar Municipal Corporation Area for Two (02) Years.**

COMPLETE BIDDING DOCUMENT

**GANDHINAGAR MUNICIPAL CORPORATION,
GANDHINAGAR**



GANDHINAGAR MUNICIPAL CORPORATION
Deputy Municipal Commissioner,
Pandit Dindayal Upadhyay Bhavan,
Behind Fire Station, Sector No.17,
Gandhinagar – 382017

Index

<u>Sr No</u>	<u>Section</u>	<u>Description</u>	<u>Page No</u>
1		Invitation for Bid (IFB)	
2	Section -1	Instructions to Bidders	
3	Section -2	Qualification Information	
4	Section -3	Conditions of Contract	
5	Section -4	Contract Data	
6	Section -5	Technical Specification	
7	Section -6	Form of Bid	
8	Section -7	Bill of Quantities	
9	Section -8	Securities and Other Forms	
10	Section -9	Drawings	
11	Section -10	Documents to be furnished by Bidder	

**INVITATION FOR BID
(IFB)**

NATIONAL COMPETITIVE BIDDING

1. The **Deputy Municipal Commissioner, Gandhinagar Municipal Corporation, Gandhinagar** invites bids for the construction of works detailed in the table.
The bidders may submit bids for any or all of the following works.

TABLE

Package No.	Name Of Work	Approximate value of works (Rs.)	Bid Security (Rs.)	Cost of Document	Period of Completion	Class of Registration/ Category of Contractor if Required
1	2	3	4	5	6	7
1	Comprehensive Operation and Maintenance of Drainage Line From Sargasan to Jaspur & Jaspur to Jethlaj (Trunk Main) under Gandhinagar Municipal Corporation Area for Two (02) Years.	Rs. 1,41,20,735.00 /-	Rs. 1,41,207/-	Rs. 3600/- + Rs. 648/- (18 % GST) = ,Rs. 4248/-	24 Months	"C" class registered (Electrical Or Mechanical or Civil Registration Class "C")

2. Prospective / Interested bidder may download the Bid Documents from dt. ____-2026 to ____-2026 till 17:00 hours from website <https://www.tender.nprocure.com> free of cost till the Time and Date as mentioned on online NIT at website <https://www.tender.nprocure.com>.
3. However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Schedule Bank payable at Gandhinagar and in favour of '**The Deputy Commissioner, Gandhinagar Municipal Corporation, Gandhinagar**'. Once the Bid is received online, Bid Document / Tender Fee will not be refundable.

The Demand Draft for Bid Document / Tender fee and FDR / Bank Guarantee against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR / Bank Guarantee bidder shall send the same in original through R.P.A.D. so as to reach to '**The Deputy Commissioner, Gandhinagar Municipal Corporation (GMC), Gandhinagar** within 7 Days from the last day of bid submission. (Between dt. ____-2026 to ____-2026 upto 17:00 hours).

Penaltative action for not submitting Demand Draft / FDR / Bank Guarantee in original to "**The Deputy Municipal Commissioner", Gandhinagar Municipal Corporation, Gandhinagar**" / Tender Inviting Authority by bidder shall be initiated.

4. Bids received online, will be opened on the Dt. 00-00-2026 at 00:00 Hours at GMC Office as specified in the online NIT at website <https://www.tender.nprocure.com> in the presence of the bidders or their authorized representatives, who wish to remain present.
If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
5. A pre bid meeting will be held on Dt. 00-00-2026 at 00:00 Hours . at the office of **The City Engineer, Gandhinagar Municipal Corporation, Pandit Dindayal Upadhyay Bhavan, Behind Fire station Gandhinagar-382017** to clarify the issues and to answer questions on any matter that.....may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.
6. #Bid Security (EMD) is equal to 1% of Estimated Amount put to bid / tender and should be rounded off to the next thousand rupees.
7. Other Information is as under:

- A. Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify / edit / withdraw their submitted offer in any case. No written or online request in this regard shall be granted.
- B. Offers in physical form will not be accepted in any case.
- C. Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
- D. The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer or Gandhinagar Municipal Corporation.
- E. Conditional tender shall not be accepted.
- F. Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected.
- G. Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
- H. All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / tender document.
- I. It is mandatory for the bidders to supply each and every information as asked strictly in electronic format at appropriate places only.
- J. Blank / insufficient information shall be treated as nil information and shall result in disqualification.
- K. Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground / reason for not giving required information for this work / bid.
- L. Information supplied for earlier projects shall not be considered while evaluation of this bid. The Government will not ask for any other information, unless it is found absolutely necessary by the competent authority.
- M. If found necessary, the contractor will be intimated for negotiation,

~~For the works costing up to 7.5 crore (ROAD), 7.0 crore (BUILDING & BRIDGE) kindly refer to SSR-10-2015-17-C dated 03-02-2017~~

~~For the works costing under 7.5 crore for Road Works and 7.0 crore for Building and Bridge Works following documents shall be submitted in electronic format only through online by scanning and the (i) Bid Document Fee / Tender Fee (ii) Bid Security / EMD should be sent in original to the Tender opening authority through RPAD, so as to reach the **The Deputy Commissioner, Gandhinagar Municipal Corporation (GMC), Gandhinagar** within 7 days from last day of submission of Bid.~~

- ~~(i) — Bid Document Fee / Tender Fee~~
- ~~(ii) — Bid Security / EMD or Valid EMD Exemption Certificate of Appropriate Class of Registration of Approved Contractors~~
- ~~(iii) — Registration Certificate of Appropriate Class (C class)~~
- ~~(iv) — Registration Certificate of Special Category — Road / Bridge / Building and Category I / II / III, if required~~
- ~~(v) — GST Number~~
- ~~(vi) — Work Experience, if necessary...~~
- ~~(vii) — Other Documents, as required~~

SECTION - 1
INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

Table of Contents

	Page No.		Page No.
A. General		D. Submission of Bids	
1. Scope of Bid		19. Sealing & Marking of Bids	
2. Source of Funds		20. Deadline for Submission of Bids	
3. Eligible Bidders		21. Late Bids	
4. Qualification of the Bidder		22. Modification and Withdrawal of Bids	
5. One Bid per Bidder			
6. Cost of Bidding		E. Bid Opening and Evaluation	
7. Site Visit		23. Bid Opening	
B. Bidding Documents		24. Process to be Confidential	
8. Content of Bidding Documents		25. Clarification of Financial Bids	
9. Clarification of Bidding Documents		26. Examination of Bids and Determination of Responsiveness	
10. Amendment of Bidding Documents		27. Correction of Errors	
C. Preparation of Bids		28. Deleted	
11. Language of Bid		29. Evaluation and Comparison of Financial Bids	
12. Documents Comprising the Bid		30. Deleted	
13. Bid Prices		F. Award of Contract	
14. Currencies of Bid and Payment		31. Award Criteria	
15. Bid Validity		32. Employer's Right to Accept any Bid and to Reject any or all Bids	
16. Bid Security		33. Notification of Award and Signing of Agreement	
17. Alternative Proposals By Bidders		34. Performance Security	
18. Format and Signing of Bid		35. Advance Payment and Security	
		36. Dispute Review Expert	
		37. Correct or Fraudulent Practices	

A. GENERAL

1. Scope of Bid

- 1.1 **The Deputy Municipal Corporation, Gandhinagar Municipal Corporation**, invites bids for the Construction of works(as defined in these documents and referred to as ‘the works”) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bid / tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on this project will be met from the budget of Govt. of Gujarat / Govt. of India for centrally sponsored projects.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all eligible bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include a program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2 Deleted

4.3 Deleted

4.4 Deleted

4.5 QUALIFICATION CRITERIA:

(Applicable for the works which require Post Qualification)

- 4.5.1 Qualification will be based on Applicant’s meeting all the following minimum pass/fail criteria regarding the Applicant’s general and particular experience, personnel and equipment capabilities and financial positions, as demonstrated by the applicant’s responses in the forms attached to the letter of application (specified requirement for joint ventures are given under para 4.6 below) Subcontractors experience and resources shall not be taken in to account in determining the applicants compliance with the qualifying criteria

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.4, 4.5.5 and 4.5.9 below

4.5.2 Base year and Escalation

The base year shall be taken as Current financial year

Following enhancement factors will be used for the costs of works executed and the financial figure to a common base value for works completed in India.

<u>Year</u>	<u>Financial Year</u>	<u>Multiplying factor</u>
Base year of inviting tender	2026-2027	1.00
-1	2025-2026	1.10
-2	2024-2025	1.21
-3	2023-2024	1.33
-4	2022-2023	1.46
-5	2021-2022	1.61

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned factors.

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into India rupees.

4.5.3. General Experience.

The Applicant shall meet with the following minimum criteria:

- (a) Achieved a minimum annual financial turnover Rs. **70,60,367.5/-** (defined as billing for works in progress and completed in all classes of civil engineering construction works only) in any one year, over the last five years of the annual value of contract / contracts applied for.
- (b) The contractor shall having a registration **Class“C” (Electrical Or Mechanical or Civil Registration Class “C”)** Supporting documents to be submitted in hard copy.
- (c) The contractor shall have a certificate of electrical license.
- (d) Experience in successfully completing or substantially completing at least one contract of (Similar nature of work i.e. **Operation & Maintenance of Drainage Pipeline Network** of at least 40 percent Rs. 66.647 Lacs (Rs. 56.48 Lacs + 18% GST Rs. 10.167 Lacs) of the value of proposed contract within the last five years.

The works may have been executed by the applicant as prime contractor ~~or as a member of a joint venture or as a nominated sub-contractor. As subcontractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a joint venture, weight towards experience of the project would be given to each joint~~

~~venture in proportion to their financial participation in the joint venture.~~

Substantially completed works means those works which are at least 90 % completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90 % or more of the original contract price) and continuing satisfactorily.

For these, a certificate from the employers shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

4.5.4. Personnel Capabilities.

Availability for his work of personnel with adequate experience as required; as per **Appendix.**

4.5.5. Equipment Capabilities

Based on the studies carried out by the Engineer, the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Appendix.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

4.5.6. Financial Position

The Applicant should give undertaking that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities up to 25 percent of the value of the contract / contracts applied. (As per Annexure-1, section-2)

4.5.7. The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the applicant's financial position, showing long – term profitability including an estimated financial projection for the next two years. If necessary, the employer will make inquiries with the applicant's bankers.

4.5.8. Litigation History

The Applicant should provide accurate information on any litigation, arbitration, blacklisting resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the applicant may result in failure of the applicant. GMC's decision will be final in this regard.

4.5.9. Disqualification

Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

Made misleading or false representation in the forms, statements submitted, and / or Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non – performance of the contractor; consistent history of litigation awarded against the applicant or financial failure due to bankruptcy. ~~The rescinding of contract of a joint venture on account of reasons other than non – performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.~~

#4.6 — ~~JOINT VENTURE: If Applicable (Maximum 3 Members i.e. 1 Lead & 2 Others) (Applicable only for estimated project cost of 50 Crore and above)~~

4.6.1. — ~~Joint ventures must comply with the following requirement:~~

~~(a) — Following are the minimum qualification requirements:~~

~~(i) — The lead partner shall meet not less than 50 percent of all criteria given in para 4.5.3 & 4.5.6 above. The joint venture must collectively satisfy the criteria of para 4.5.3 & 4.5.6 above. The experience of the other joint venture partners shall be considered if it is not less than 30 percent of the qualifying criteria in para 4.5.3 & 4.5.6 above.~~

~~(ii) — Individually each member must satisfy the requirements of para 4.5.7 & 4.5.8 above.~~

~~(b) — Bid shall be signed so as to legally bind all partners, jointly and severally, and shall be submitted with a copy of the joint venture agreement providing the joint and several liabilities with respect to the contract.~~

4.6.2. — ~~Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture. In case dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer.~~

4.7. Bid Capacity.

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A*N*2-B), where

A = Maximum value of work executed in any one year during the last five years (updated to the price level of the year indicated in appendix) taking into account the completed as well as works in Progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next 24month (period of completion of work for which bids are invited); and

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

Note :- In Case of joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the work.

4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and Attachments the submitted in proof the qualification requirements; and / or

Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history, or financial failures etc.; and/ or

- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One bid per bidder

- 5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

- 7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of work and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
-	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of Bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

- 8.2. Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer clause 12).
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. **Pursuant to clause 26 hereof**, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or through E-mail at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Employer's response will be published on website including a description of the enquiry but without identifying its source.

9.2. Pre-bid meeting

- 9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the appendix.

- 9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3. The bidder shall be required to submit any questions in writing or e-mail to reach the Employer not later than 03 days before the meeting.
- 9.2.4 Minutes of the meeting, including the question raised (Without identifying the source of enquiry) and the responses given will be published without delay on the tender website i.e. www.tender.nprocure.com. Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1 All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

12.1. The bid be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

Part I shall be named “Technical Bid” and shall comprise

- (i) Bid Security in the form specified in Section 8
- (ii) Qualification Information and supporting documents as specified in Section 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Clause 4.5 of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1

Part II shall be named “Financial Bid” and shall comprise

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

12.2. The Bidder shall submit the details / information pertaining to each part i.e. technical as well as financial and must be submitted online only.

12.3. Following documents will be deemed to be part of the bid.

Section	Particulars	Volume No.
Invitation for Bids (IFB)		
1	Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
9	Drawings	Volume IV

13. Bid Prices

13.1 The Contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price

(Both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Bill of Quantities.

- 13.3 All duties, taxes, and other levies except GST payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. (GST will be paid extra)

- 13.4 Deleted

- 13.5 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Condition of Contract **(Irrespective of the time limit and Bid Amount)**

14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices quoted by the bidder shall be entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

- 15.1 Bids shall remain valid for a period of not less than 180days after the deadline date for bid submission specified in Clause 20.

- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified period. 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 security for a period of the extension, and in compliance with Clause 16 in all respects.

#16. Bid Security

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This Bid security shall be in favor of Employer as named in Appendix and may be in one of the following forms;

- a. Bank Guarantee from any scheduled Indian bank, in the format given in Volume III. **(Bank Guarantee is applicable only for Bid Estimated Amount of 01 Crore and above) and Bank** Guarantee of Schedule and Private Banks shall be considered as per GoG Finance Department's Circular No. FD/MSM/e- file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- b. Fixed Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

OR

~~# A Valid Bid Security / EMD Exemption Certificate issued by (1) Road & Building Department or (2) Narmada Water Resources, Water Supply and Kalpsar Department of Govt of Gujarat. **Exemption Certificate is applicable only when Registration Certificate of Appropriate Class and Category of Approved Contractors is required as eligible criteria of bidder.**~~

- 16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 180 days.
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1
- 16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The bid Security may be forfeited
 - (a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
 - (b) If the Bidder does not accept the correction of the Bid Price, if any or
 - (c) In the case of a successful Bidders, if the Bidder fails the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the requirement Performance Security.
 - (d) #If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, If contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoGR&B Dept's Gr. No. S/22/2017/6369/D, Dt.08/06/2018)

17. Alternative Proposals by Bidders.

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offers or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

- 18.1. The Bidder shall prepare documents comprising the bid as described in Clause 12 of these Instructions to bidder as the "Technical Bid "and "Financial Bid" in separate parts to be uploaded.

D. SUBMISSION OF BIDS

19. Deleted

20. Deadline for Submission of the Bids

20.1. Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in appendix.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all right and obligation of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Deleted

22. Modification and Withdrawal of Bids

22.1. Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.2 Deleted

22.3. No bid shall be modified or withdrawn after the deadline for submission of Bid.

22.4. Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clauses 20 and 23.3, In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2. Deleted.
- 23.3. The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the invitation for bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.
- 23.4. (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.
- (ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 23.5. Deleted
- 23.6 At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.7 the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.8 In case bids are invited for more than one package, the order for opening of the “Financial Bid” shall be in order of Estimated amount of Bids from highest to lowest.
- 23.9 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substances of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

26. Examinations of Bids and Determination of Responsiveness

- 26.1 During the detail evaluation of "Technical Bid", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding document. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 26.2 A substantially responsive "Financial Bid" is one which confirms all the terms, conditions and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Deleted

28. Deleted

29. Evaluation and Comparison of Financial Bids

- 29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 29.2. Deleted.
- 29.3. The Employer reserves the right to accept or reject any variation or deviation. Variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken in to account in Bid evaluation.
- 29.4. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken in to account in Bid evaluation.
- 29.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful /bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 29.6. A bid which contains several items in the bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

30. Deleted

F. AWARD OF CONTRACT

31. Award Criteria

- 31.1. Subject to Clause 32, the Employer will award the contract to the Bidder whose Bid has been determined.
- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
 - (ii) to be within the available bid capacity adjusted to account for his bid price which is the lowest evaluation in any of the packages opened earlier than the one consideration.
- In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluation bid price.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

- 32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

- 33.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the condition of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause.
- 33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

- 34.1. (A) Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Section 8 (the "Performance Security") for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security,

shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Section 8 towards an Additional Performance Security (The “Additional Performance Security”) for an amount calculated as under:

- (a) If the Contract Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (c) This Additional Performance Security shall be treated as part of the Performance Security.
- (B) The Performance Security shall be valid beyond 60(sixty) days of the Defect Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of Project Completion Date.

- 34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer. As per GoG Finance Department’s Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- 34.3. Failure of the successful Bidder to comply with the requirement of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

~~35 — Advance Payment and Security~~

- ~~35.1 — The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.~~

36. Deleted

37. Corrupt or Fraudulent Practices

- 37.1 The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contractor, or in execution.
- 37.2 Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 59.2 of the Conditions of Contract.
38. Agency have to construct one Air-Conditioned site office with storage units, Printer, Chairs, Tables, Computers etc with all necessary furniture.

APPENDIX TO ITB

Clause Reference

With respect to

Section -I

1.	The Name of the Employer is The Deputy Municipal Commissioner, Gandhinagar Municipal Corporation (GMC), Gandhinagar	[Cl.1.1]
2.	The last five years.	
	2025- 2026	
	2024 - 2025	
	2023 - 2024	
	2022- 2023	
	2021 - 2022	
3.	This Annual Financial Turnover Amount is Rs. 7060367.50/-	[Cl.4.5.3 (a)]
4.	Value of Work is Rs.14120735/-	
5.	Deleted	
6.	Deleted	
7.	Deleted	
8.	Liquid assets and / or availability of credit facilities is Rs 35.302. Lacs (25% of Estimated Cost)	[Cl.4.5.6]
9.	Price level of the financial year 2026-25	[Cl. 4.5.2]
10.	The pre-bid meeting will take place at The City Engineer, Gandhinagar Municipal Corporation (GMC), Gandhinagar	[Cl. 9.2.1]
11.	The technical Bid will be opened at the office of the Gandhinagar Municipal Corporation on dt. 00-00-26 at 00:00 Hours AM/PM	
12.	Address of the Employer: The Deputy Municipal Commissioner, Gandhinagar Municipal Corporation (GMC), Gandhinagar	
13.	Deleted	
14.	The bid should be submitted latest by As stated on online NIT	[Cl. 20.1 & 20.2]
15.	The bid will be opened at Gandhinagar Municipal Corporation (GMC), Gandhinagar As stated on online NIT	[Cl. 23.1]
16.	The Bank Draft in favor of The Deputy Municipal Commissioner, Gandhinagar Municipal Corporation (GMC), Gandhinagar	
17.	Deleted	
18.	Escalation factors (for the cost of works executed and financial figure to a common base value) for works completed	[Cl.4.5.2]

<u>Year</u>	Financial Year	<u>Multiplying factor</u>
Base year of inviting tender	2026-2027	1.00
-1	2025-2026	1.10
-2	2024-2025	1.21
-3	2023-2024	1.33
-4	2022-2023	1.46
-5	2021-2022	1.61

List of Key Personnel to be deployed on Contract Work

(Reference Cl. 4.5.4)

Employment of a Key Personnels by the Contractor.

The Contractor shall employ full-time technically qualified staff , equipments and machineries during the execution of this work as under: -

૧.	હાઇડ્રો જેટીંગ મશીન માટે (કુલ ૧)	
	ડ્રાઇવર	૧
	ઓપરેટર	૧
	હેલ્પર	૨
૨.	હાઇડ્રો સુપર સકર મશીન માટે (કુલ ૧)	
	ડ્રાઇવર	૧
	ઓપરેટર	૧
	હેલ્પર	૩
૩.	સબમરશિબલ પંપ માટે (કુલ ૨)	
	પંપ ઓપરેટર	૨
	ઇલેક્ટ્રીશિયન	૨
૪.	સાઈટ સુપરવાઈઝર	૨
૫.	મેનેજર	૧
૬.	રીક્ષા માઉન્ટેડ ડીસીલ્ટીંગ મશીન માટે (કુલ ૪)	
	ડ્રાઇવર	૪
	ઓપરેટર	૪
૭.	મેટલ ડિટેક્ટર (કુલ ૪)	
	કુલ મેનપાવર (માનવબળ)	૨૪

- Maximum age limit for Engineer deployed on site is 60 years.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

Within 15 days of issue of work-order the Contractor will have to furnish to the Deputy Executive Engineer-in-charge of the work the Name, Qualifications, copy of marksheet, Colour Photograph and the appointment order issued such engineers engaged for this contract work and RC book of deployed machineries. If 15 days after issue of work order such designated Site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs.15,000-00 per month per Engineer will be made from the bills/deposit/dues of the contractor. Such recovery shall be non-refundable.

#LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK

[Reference CL. 4.5.5]

The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

Sr. No.	Plant or Machinery	Location	Age of Machinery (maximum 15 years)	Make	Capacity	Approximate Value	Remark
1	2(a)	2(b)	3	4	5	6	7

SECTION - 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for the purpose of post qualification as provided for in Clause 4 of the Instruction to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder (Attach Copy)

Place of registration _____

Principal place of business _____

Power of attorney of signatory of Bid

(Attach)

1.2 Total value of Operation & Maintenance of Drainage Pipeline Network performed in the last five years (in Rs. Lakhs)

2025-2026

2024-2025

2023-2024

2022-2023

2021-2022

1.3.1 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered the sub-contract involved execution of all main items of work described in the bid documents, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years** and in current year before the submission of the bid.

Project Name	Name of the Employer	Description of work	Contract No.	Value of contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remark explaining reasons for delay & work Completed

*Attach certificate(s) from the Engineer(s) in-charge

** Immediately preceding the financial year in which bids are received.

#1.3.2 Quantities of work executed as prime contractor, work performed, in the past as a nominated sub-contractor, will also be considered provided the sub-contractor involved execution of all main items of work described in the bid document, provided, further that all other qualification criteria are called (in the same name and style) in the last five years** and in current year before the submission of the bid.

Year	Name of the work	Name of the Employer	Quantity of work performed (Cum/MT)				Remarks* (indicate contract Ref)
			Cement Concrete (Including RCC & PCC)	Masonry	Earth Works	Bituminous Work	
2025-2026							
2024-2025							
2023-2024							
2022-2023							
2021-2022							

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value Contract (Rs. Cr)	Stipulated Period of Completion	Value of Works* remaining to be completed (Rs. Cr)	Anticipated of completion
1	2	3	4	5	6	7	8

*Attach certificate (s) from the Engineer(s) in-charge

** Immediately preceding the financial year in which bids are received.

1.5 Availability of key items of Contractors Equipment for carrying out the works (Ref. Clause 4.5.5). The Bidder should list all the information requested below.

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	NO	Capacity	Owned/ Leased to be procured	Nos/. Capacity	Age/ Conditions	

- 1.6 Qualifications and experience of key personnel required for administration and execution of the contract. Attach biographical data. Refer also to Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Year of experience in the proposed position
Project Manager				
Etc.				

- 1.7 Proposed sub-contract and firms involved

Sections of the works	Value of Sub-Contractor	Sub-Contractor (Name & Address)	Experience in similar work

Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works.

- 1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporations), etc. List them below and attach copies.

- ~~1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copied documents.~~

- ~~1.10 Name, address, and telephone, telex, and fax numbers of the Bidders bankers who may provide references if contacted by the Employer.~~

1.11 Information on Litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount Involved	Remarks showing Present Status

If the above information to be furnished in this schedule will not be given and comes to notice, it will subsequently result in the disqualification of the bidder.

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instruction to Bidders.

Name:-

Contact:

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. (Refer ITB Clause 4.1)

1.14 Programme

2. Deleted

3. Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

(i) Affidavit

(ii) Undertaking

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.5.6 OF ITB)

BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

AFFIDAVIT

(On non-judicial stamp paper of Rs.300/- appropriate value, duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. _____ have not abandoned any work of Government of Gujarat/Government of India/any Board or Corporation under Government of Gujarat/Government of India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding any (our) competence and general reputation.
4. The Undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s.....would invest a minimum cash up to 25% of the value of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

SECTION - 3
CONDITIONS OF CONTRACT

Conditions of Contract

Table of Contents

A	General	Page No.	D.	Cost Control	
1	Definitions	37	37	Bill of Quantities	49
2	Interpretation	38	38	Changes in the Quantities	49
3	Language and Law	39	39	Variations	49
4	Engineer's Decisions	39	40	Payments for Variations	49
5	Delegations	39	41	Cash Flow Forecasts	50
6	Communications	39	42	Payment Certificates	51
7	Sub-Contractors	39	43	Payments	51
8	Other Contractors	39	44	Compensations Events	51
9	Personnel	40	45	Tax	52
10	Employer's & Contractor Risk	40	46	Currencies	52
11	Employers Risks	40	47	Price Adjustment	52
12	Contractor's Risk	40	48	Retention	52
13	Insurance	40	49	Liquidated damages	53
14	Site Investigations Reports	41	50	Bonus	54
15	Queries about the Contract	41	51	Advance Payment	54
16	Contractors to Construct the works	41	52	Securities	55
17	The Works to be Completed By the Intended Completion Date	41	53	Deleted	55
18	Approval by the Engineer	41	54	Cost of Repair	55
19	Safety	41			
20	Discoveries	42	E. Finishing the Contract		
21	Possession of the Site	42	55	Completion	56
22	Access to the Site	42	56	Taking Over	56
23	Instructions	42	57	Final Account	56
24	Disputes	42	58	Operating and Maintenance manuals	56
25	Procedure for Disputes	43			
26	Deleted	43	59	Terminations	56
			60	Payment upon Terminations	57
B. Time Control			61	Property	58
27	Programme	44	62	Release from Performance	58
28	Extensions of the Intended completion date	44			
29	Deleted	44	F. Special Conditions of Contract		
30	Delays Ordered by The Engineer	44	63	Labour	59
			64	Compliance with labour regulations	59
31	Management Meetings	45	65	Arbitration	62
32	Early Warning	45			
C. Quality Control					
33	Identifying Defects	46			
34	Tests	48			
35	Correction of Defects	48			
36	Uncorrected Defects	48			

CONDITIONS OF CONTRACT

A. GENERAL.

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meaning.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid

Compensation Events are those defined in Clause 44 hereunder

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1

The Contract is the contract between the Employer and Contractor to execute, complete and maintain the Works **till the completion of Defects Liability Period**. It consists of the documents listed in Clause 2.3 below.

The **Contract data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Work has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days: **months** are calendar months.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensations Events.

Equipment is Contractor's machinery and vehicles brought temporarily to the site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

Plant is any integral part of the work which is to have mechanical, electrical, electronic or chemical or biological functions.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretive reports about the surface and subsurface conditions at the site.

Specifications means the Specifications of the works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Heading have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)

2.3 The documents forming the Contract shall be interpreted in the following order of priority

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with works
- (3) Contractor's Bid

- (4) Contract Data
- (5) Conditions of Contract including Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bills of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineers Decisions

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.1 The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

~~7. Sub-Contracting~~

- ~~7.1 The Contractor may subcontract any portion of work, up to a limit specified in contract data, with the approval of the engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. **Sub-contracting of supply or specific items of work is not allowed.**~~

- 7.2 The sub-contractor must be registered in appropriate class and category for the part of work to be subcontracted.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities and the Employer between the dates given in the Schedule of other Contractor. The Contractors shall as refer to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modifications.

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the engineer asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractors Risks

- 10.1 The Employer carries the risk which these Contract states are Employer's risks, and the Contractor carries the risks which these Contracts states are Contractors risk.

11. Employer's Risks

- 11.1 The employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

- 12.1 All risks of loss of or damages to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:
- (a) Loss of or damage to the works, Plant and materials,
 - (b) Loss of or damage to Equipment
 - (c) Loss of or damages of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - (d) Personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Report

14.1 The Contractor in preparing the Bid shall rely on any site Investigation reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract data

15.1 The engineer will clarify queries on the Contract Data

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the works in accordance with the specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion date

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and drawings.

18.2 The Contractor shall be responsible for design of temporary works.

18.3 The Engineer's approval shall not alter the contractor responsibility for design of the Temporary works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary works where required.

18.5 All Drawings prepared by the Contractors for the execution of the temporary or permanent work are subject to prior approval by the Engineer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The contractor is to notify the engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

- 21.1 The Employer shall give possession of all parts of the site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.
- 21.2 If within 25% of the time limit of the project, 80% of possession of the site is not handed over to the Contractor, then contractor/ Employer may fore-close the contract. Contractor/Employer has to foreclose the work within 30 days after lapse of 25%-time limit and after 30 days foreclosure option will be closed.

22. Access to the Site

- 22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plants are being manufactured/ fabricated/ assembled for the works.

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes

- 24.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Municipal Commissioner, GMC within 14 days of the notification of the Engineer's decision
- 24.2
- ~~(a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the # City Engineer, both the parties have to refer to the Chief Engineer concern for the conciliation process.~~
- ~~(b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the # City Engineer, both the parties have to refer to the #Secretary, Roads & Building Department, Government of Gujarat for the conciliation process.~~

~~If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.~~

25. Procedure for Disputers

- 25.1 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

26. Deleted

B. TIME CONTROL

27. Programme

- 27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements orders, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The Contractor shall submit to the Engineer, for approval an updated programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated programme within this period, the Engineer may withhold the amount stated in the Contract data from the next payment after the date on which the overdue programme has been submitted.
- 27.4 The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised programme is to show the effect of Variations and Compensations events.

28. Extension of the Intended Completion Date

- 28.1 The Engineer shall extend the Intended Completion Date if a compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a compensation event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 21 days communicate to the engineer the acceptance or otherwise of the Engineer's decision. If the employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter under Clause 24.1

29. Deleted

30. Delays Ordered by the Engineer

- 30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the works.

31. Management Meetings

- 31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

- 32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract price or delay the execution of works. The Engineer may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

33. — Identifying Defects/ Defect liability period

33.1 : Defect liability period : The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. Gandhinagar Municipal Corporation shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Gandhinagar Municipal Corporation shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under....

- (a) For all works costing up to Rs. 50,000 (amount put to tender), the period shall be 3 Months from the certified date of completion.
- (b) For all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put tender), the period shall be 12 (Twelve) months from the certified date of completion or one monsoon, whichever is later.
- (c) For major projects costing more than Rs. 1 crore, the period shall be 36 Months from the certified date of completion which should include three monsoons.
- (d) For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later. For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.

Modified vide R & B D Circular No. PAC-11-102008-2076-N dated 31/8/2009, PRCH/102013(2976) — 2759-N, Dated 27/05/2013 and Circular No.TNC/10/2016/Clause 17A (Correction/(1)C Dated 12/05/2016]

33.2 — Free maintenance guarantee period for works of Road/Bridge construction

- (a) For resurfacing work of road free maintenance guarantee period one year from the date of completion.
- (b) In case of widening of the road/strengthening of the road/bridge, the contractor shall have to give four years free maintenance guarantee from the certified date of completion. During this period the contractor shall visit the site every six months along with the concerned Section Officer / Deputy Executive Engineer and will examine the work already carried out in this contract like road work, jungle cutting, side shoulders, side gutter, road furniture, patta etc. and will prepare Km. wise inspection report duly signed by all concerned and any defect observed shall be done within 15 days by the contractor at his risk and cost as per the direction of Gandhinagar Municipal Corporation. The contractor needs to do videography of these visits and require to submit at the time of release of FMG. If B.T. the surface during the maintenance period of 4 years is worn out then agency shall have to provide renewal coating as per tender item as directed by the Gandhinagar Municipal Corporation. The amount equivalent to 5% of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 4 years) is over.

~~However, this amount shall be released against fixed deposit or bank guarantee pledged in the name of Deputy Municipal Corporation after completion certificate of work is issued.~~

~~(1) The flakiness and elongation index (combined) for coarse aggregates under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.~~

~~(2) 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, kilometer / 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.~~

~~(Govt. of Gujarat's G.R. No.: TNC-10-2013-3(Part-3)/C, Dtd. 13/12/2013).~~

~~(3) Videography for the surface under Maintenance Guarantee is to be done as per Govt. letter No.: SSR/10/2015-16/26/C, Dtd. 26/11/15 for the work costing more than Rs. 5.00 Crore.~~

~~(4) Setting up of adequate laboratory & deployment of quality engineers.~~

~~The contractor shall have to set up the laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the engineer (subject to due verification by engineer's representative) by contractor in writing, Rs.2,00,000/- shall be withheld. The qualified quality Engineer shall be deployed exclusively for this contract by the contractors. If quality Engineer is not deployed by contractor within one month after the date of work order, the amount equivalent to Rs.20,000 per month shall be recovered till the actual deployment of quality engineer. The amount so recovered towards the deployment of quality engineers shall not be refunded.~~

~~(5) Asphalt work will have to be cross checked as per G.R. No.: RGN/60/2006/35/C, dtd.31/05/07 before final bill is paid.~~

~~(6) Maintenance during Construction Period~~

~~During the Construction Period, the Contractor shall maintain, at his own risk and cost, the existing lane(s) of the road so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at his cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of works and conforms to Good Industry Practice; provided~~

~~further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Gandhinagar Municipal Corporation which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the road.~~

- 33.3 The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities the Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

34. Tests

- ~~34.1 If the engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event.~~

- ~~34.2 #1% of the amount of **work done** should be deducted from R.A. Bill of the contractor for testing the quality of material workmanship, irrespective of actual charges.~~

- ~~34.3 Agency has to establish testing laboratory on site for the various test to be carried out in the work for this purpose agency shall construct a pukka laboratory building with all facility on site at location specified by the Gandhinagar Municipal Corporation.~~

35. Correction of defects

- 35.1 The engineer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the contract data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

- 36.1 If the Contractor has not corrected a defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37. Bill of Quantities

- 37.1 The bill of Quantities shall contain items for the constructions, installation, testing and commissioning work to be done by the Contractor.
- 37.2 The bill of Quantities is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Change in the Quantities

- 38.1 The Engineer shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

Except that when the quantity of any item exceeds the quantity as in the tender by more than 110%, the contractor will be paid for the quantity in excess of 110%, at the rate entered in the SOR of the year during which the excess in quantity is first executed.

39. Variations

- 39.1 All Variations shall be included in updated programmes produced by the Contractor.

~~40. Payments for Variations~~

- ~~40.1 If the additional or altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out as under:~~

~~(i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Gandhinagar Municipal Corporation as to the nearest comparable item shall be final and binding on the contractor.~~

~~(ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the division~~

~~for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Scheduled Rates" of the division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above.~~

~~(iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two Gandhinagar Municipal Corporations stationed at the same place or the nearest place.~~

~~40.2 If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Gandhinagar Municipal Corporation of the rate, which it is his intention to charge for such class of work and if the Gandhinagar Municipal Corporation does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Gandhinagar Municipal Corporation. In the event of the dispute, the decision of the Superintending Engineer of the Circle shall be final.~~

~~Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.~~

~~The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alterations bears to the cost of the original work and the certificate of the Gandhinagar Municipal Corporation as to such proportion shall be final and conclusive.~~

41. Cash Flow Forecasts

41.1 When the programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

42. Payment certificates.

- 42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking in to account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 32.3 of the Contract Data (secured Advance).
- 42.3 The value of work executed shall be determined by the Engineer.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and compensation events.
- 42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.
- 43.2 Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.
- 43.3 Items of the works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation events

- 44.1 The following are compensation Events unless they are caused by the Contractor:
 - (a) The Employer does not give access to a part of the Site by the site Possession date stated in Contract data to the Contractor
- 44.2 In case of compensation event occurs and it prevents the work being completed beyond the Intended Completion Date then Authority will approve EOT with eligible contractual price escalation.

45. Tax

- 45.1 The rates quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission except GST. However, any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor will have to intimate Engineer regarding changes occurred in the tax structure after bid submission. If the contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.
- 45.2 GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

46. Currencies.

- 46.1 All payment shall be made in Indian Rupees.

47. ~~Price Adjustment~~

- ~~47.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:~~
- ~~(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.~~
- ~~(b) The price adjustment shall be determined during each month from the formula given in the contract data.~~
- ~~(c) Following expressions and meanings during to the work done during each month~~
~~R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.~~
- 47.2 ~~To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clause in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~

48. Retention

- 48.1 The Employer shall retain from each payment due to Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 On Completion of the whole of the Works full total amount of retention money and Additional performance security and performance security are repaid to the Contractor after 15 days of final bill.

~~48.3 On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.~~

~~In case, Contractor requests for refund of the Retention Money deducted by the Employer under the provision of this clause, Employer shall consider the said request of the Contractor provided that the refund hereunder shall be made in tranches of not less than 1% (One Percent) of the Contract Price and Contractor furnishes an irrevocable and unconditional Bank guarantee for an equal amount substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 day beyond the scheduled / extended Defects Liability Period. On completion of the whole works, the contractor has however an option to submit a fresh irrevocable and unconditional Bank Guarantee for an amount equal to 5% of the total value of work executed substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 days beyond the Defect Liability Period and yet refund the Retention Money Bank Guarantee submitted for refund of Retention Money.~~

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.

49.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve

the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

- 49.4 If, before the Time for Completion of the whole of the Works or, if applicable any Section, a Taking Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over-Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50 Bonus-Deleted

51. Advance Payment.- Deleted

52. Securities

- 52.1 The performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 60 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

53. Deleted

54. Cost of Repairs.

- 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start date and the end of Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damages arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

- 55.1** The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer will do so upon deciding that the work is completed.

56. Taking Over

- 56.1** The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57. Final Account

- 57.1** The Contractor shall supply to the Engineer a detailed final account of the total amount that the Contractor considers payable as full and final settlement of all claims under the Contract for items before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.
- 57.2** If reversal in characteristic of tender (L1 becoming L2) on account of excesses and savings in final account is observed, the Engineer/Employer shall be at liberty to restrict the final payment of BOQ items to the lowest amount evaluated of the bids considering the final quantities and the rates quoted including the rebates if any. Payment of variation items shall however be made at the rates approved by the Employer, within 90 days from the physical completion of work.

58. Operating and Maintenance Manuals

- 58.1** If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract data.
- 58.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

- 59.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

1. The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer
2. The Engineer instructs the Contractor to delay the progress of the Works and the instructions is not withdrawn within 28 days;
3. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstructions or amalgamation
4. A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate
5. The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
6. The Contractor does not maintain a security which is required;
7. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
8. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the employer may terminate the Contract for convenience.

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a Certificate for the value of the work done less advance payments received up to the date of the issue of the

certificate, less other recoveries due in terms of the contract, less taxes due to deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

- 60.2** If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's cost of protecting and securing the Works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at source as per applicable law.

61. Property

- 61.1** All materials on the Site, Plant Equipments, Temporary Works and Works are deemed to be property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

- 62.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

63. LABOUR

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment of housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

64. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub-contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notification and bye laws of the State or central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to the construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

SALIENT FEATURES OF SOME MAJOR LABOUR AND OTHER LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTIONS WORK

- A) **Workmen Compensation Act 1923** :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- B) **Payment of Gratuity Act. 1972** :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- C) **Employees P.F. and Miscellaneous Provision Act 1952:-** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33% The benefits payable under the Act are :
1. Pension or family pension on retirement or death, as the case may be.
 2. Deposit linked insurance on the death in harness of the worker.
 3. Payment of P.F. accumulation on retirement/death etc.
- D) **Maternity Benefit Act 1951** :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- E) **Contract Labour (Regulation & Abolition) Act 1970** : The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- F) **Minimum Wages Act 1948** :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Building, Roads, Runways are scheduled employment.
- G) **Payments of wages Act 1936:-** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- H) **Equal remunerations Act 1979** :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.
- I) **Payments of Bonus Act 1965** :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not

apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- J) **Industrial Disputes Act 1947 :-** The Act lays down the machinery and procedure for resolutions of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- K) **Industrial employment (standing Orders) Act 1946 :-** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- L) **Trade Unions Act 1926:-** The Act lays the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have given certain immunities from civil and criminal liabilities.
- M) **Child Labour (Prohibition & Regulation Act 1986 :-** The Act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.
- N) **Inter - State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, is an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- O) **The Building and Other Construction workers (Regulation of employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-** All the establishments who carry on any building or other constructions work and employ 10 or more workers are covered under this Act.
All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officers appointed by the Government.
- P) **Factories Act 1948 :-** The Act lays down the procedure for approval of plans before

setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in the manufacturing process

Q) **Royalty charges:-** The contractor shall pay the royalty to the competent authority as per rule. The royalty charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.

R) **Following Pollution control Acts and amendments made thereof from time to time shall be applicable.**

1. Water (Preservation and control of Pollution) Act, 1974
2. Air (Prevention and Control of Pollution Act 1981
3. Environmental (Protection) Act 1986

The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system) ISO-14001-2015

65. ARBITRATION (GCC Clause 24)

The procedure for arbitration will be as follows: -

65.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to The Municipal Commissioner within 14 days of the notification of the Engineer's decision.

65.2

(a) Deleted

(b) Deleted.

If the dispute is not resolved through the conciliation process, contractor may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Municipal Commissioner within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time. However, during such period, he would not stop the work in any case

ખાસ શરતો

Name of work: Comprehensive Operation and Maintenance of Drainage Line From Sargasan to Jaspur & Jaspur to Jethlaj (Trunk Main) under Gandhinagar Municipal Corporation Area for Two(02) Years.

૧. ઈજારદારશ્રીએ પોતાની માલિકીના નીચે મુજબના વાહનો/મશીનરી ન હોય તો, R.C BOOK જેના નામે હોય તેઓશ્રીની સાથે થયેલ રૂ. ૩૦૦ ના સ્ટેમ્પ ઉપર નોટરાઈઝ ભાડા કરાર અથવા L-1 થઈએ તો એલ.ઓ.આઈ મળ્યેથી ૬૦ (સાંઠ) દિવસમાં પોતાની માલિકીના વાહનો/મશીનરી ખરીદ કરીશું તેવું રૂ. ૩૦૦ ના સ્ટેમ્પ ઉપર નોટરાઈઝ સોગંદનામું ટેન્ડર ભરતાં સમયે ઓનલાઈન સબમીટ કરવાનું રહેશે.
૨. દરેક બિલમાંથી સરકારશ્રીના પ્રવર્તમાન નિયમાંનુસાર લાગુ પડતો ઇન્કમેટેક્સ, સર્વિસ ટેક્સ, જી એસ ટી કે અન્ય ટેક્સની કપાત કરવામાં આવશે.
૩. સદર ટેન્ડરમાં ટેન્ડર ફી અને ઈ.એમ.ડી. નાયબ મ્યુનિસિપલ કમિશનર ના નામના કાઢવાના રહેશે.
૪. સદર કામ દરમિયાન સાવચેતીના ભાગરૂપે જરૂરી સાઈન બોર્ડ સ્થળે મુકવાના રહેશે તથા ટ્રાફિક ને અડચણ ન પડે તે પ્રમાણે કામ કરવાનું રહેશે.
૫. સદર કામ દરમિયાન કોઈ અકસ્માત થશે તો તેની જવાબદારી ઇજારદારશ્રીની રહેશે.
૬. ટેન્ડર ભરતી એજન્સી અથવા કંપની છેલ્લા પાંચ વર્ષમાં કોઈ પણ સંસ્થા દ્વારા બ્લેકલિસ્ટ અથવા ડીબાર્ડ થયેલ હોય / ન થયેલ હોય તેની વિગતો આપવાની રહેશે. ખોટી વિગતો આપવા બદલ ધ્યાને આવેતો તુરંત ઇજારદારને ગેરલાયક ઠેરવી EMD જપ્ત કરી બ્લેક લીસ્ટ કરવા સુધીનો નિર્ણય લેવામાં આવશે.
૭. અનઓર્ગેનાઇઝ લેબર સોસિયલ સિક્યોરીટી એક્ટ-૨૦૦૮ ની જોગવાઈ અનુસાર તમામ મજૂરોને ઇન્શ્રમ કાર્ડ / ઇ-નિર્માણ કાર્ડ આપવું જરૂરી છે. જે મુજબ દરેક શ્રમિકની નોંધણીની વિગતો અત્રેની કચેરીએ રજૂ કરવાની રહેશે.
૮. સદર કામમાં જથ્થા વધારો તથા એક્સ્ટ્રા આઈટમ ના લીધે થતા ટેન્ડર રકમના વધારા પર વધારા ની સીક્યુરીટી ડીપોઝીટ ૫% લેવાની થશે જે બિલમાંથી કપાત કરવામાં આવશે. તથા કામગીરીની મુદત વધારના કારણે કે અન્ય કારણોસર ખર્ચ મળેલ વહીવટી મંજૂરી કરતા ૫ લાખથી વધુ થાય તો સ્થાયી સમિતિની મંજૂરી મેળવવાની રહેશે.
૯. ટેકનીકલ બીડ ને લગતા તમામ ડોક્યુમેન્ટની સ્કેન કોપી ઓનલાઈન અપલોડ કરવાની રહેશે. ઓનલાઈન અપલોડ કરેલ ડોક્યુમેન્ટ ની જ વિગતે જ ટેકનીકલ ઇવેલ્યુએશન કરવામાં આવશે.
૧૦. ઇજારદારશ્રીએ ગટર લાઈનની સાફ સફાઈ યંત્ર ની મદદથી કરવાની છે. મશીનહોલમાં કોઈ પણ સંજોગોમાં સફાઈ કામદારને ઉતારવાના નથી.
૧૧. ધી એમ્પ્લોયમેન્ટ ઓફ મેન્યુઅલ સ્કવેન્જર્સ એન્ડ કન્સ્ટ્રક્શન ઓફ ડ્રાય લેટરીન્સ (પ્રોહીબીશન) એક્ટ - ૧૯૮૩ ની જોગવાઈઓ તથા નામદાર સુપ્રીમ કોર્ટની રીટપીટીશન (સિવિલ) નં. ૫૮૩/૨૦૦૩ નો ચુકાદો તથા સામાજિક ન્યાય અને અધિકારીકતા વિભાગના તા.૦૪/૦૨/૨૦૦૬ ના પરિપત્ર નં. ૫૨૪/૨૦૨૨૦૫/૧૫૭૦/ગ, (પાર્ટ ફાઈલ) ની સૂચનાઓનું ચુસ્તપણે પાલન કરવાનું રહેશે.
૧૨. આઈટમ નં. ૧ ના ભાવો 'યુનિટ' ના એકમના છે. આ ભાવોના સફાઈ કામદારે ૮.૦૦ કલાક કામગીરી કરવાની રહેશે.
૧૩. આઈટમ નં. ૧ ની કામગીરી માટે ઇજારદારશ્રી એ પુરા પાડેલ કામદારોની સલામતીની સઘળી જવાબદારી ઇજારદારશ્રીની રહેશે.
૧૪. કોઈપણ સંજોગોમાં કોઈપણ કામદાર કે વ્યક્તિને મશીન હોલમાં ઉતારવાના નથી કે મશીન હોલમાં ઉતરવાની કોઈને ફરજ પાડવાની નથી.

૧૫. ગટરની સફાઈ કામગીરીમાં રોકાયેલ કામદારોને સલામતીના સાધનો ઇજારદારશ્રીએ પુરા પડવાના રહેશે અને આઈટમ નં. ૧ નાં ભાવો સલામતીનાં સાધનો પુરા પાડવા અને કામની તથા સલામતીની દેખરેખ રાખવા સાથેના છે.
૧૬. ઇજારદારશ્રી તરફથી ગટર લાઈનની સફાઈ કામગીરી માટે પુરા પાડવામાં આવેલ કામદારોને કામગીરી દરમ્યાન અકસ્માતથી કોઈ ઇજા કે જાનહાની થાય તો તેની સઘળી જવાબદારી ઇજારદારશ્રી ની રહેશે અને સરકારશ્રી કે સરકારશ્રીનાં કોઈ કર્મચારી કે અધિકારી જવાબદાર રહેશે નહિ.
૧૭. ઇજારદારશ્રીએ પુરા પાડેલા કામદારો સલામતીના જરૂરી સાધનો સાથે કામગીરી કરે છે કે નહીં? તેની દેખરેખ ઇજારદારશ્રીએ રાખવાની રહેશે.
૧૮. ગટર લાઈન સફાઈને લગતી કામગીરી ફક્ત યાંત્રિક સાધનોનો મદદથી મશીન હોલની બહાર જમીન પર ઉભા રહીનેજ કરવાની છે.
૧૯. આ કામગીરી કોઈપણ સંજોગોમાં તેમજ બધી ઋતુઓમાં કરવાની રહેશે. જો મનસ્વીપણે એક તરફી બંધ કરશે તો સક્ષમ સત્તાની મંજૂરીને આધીન કોંટ્રાક્ટરની સિક્યોરીટી ડિપોઝીટ જપ્ત કરવામાં આવશે.
૨૦. સદર એજન્સીના કર્મચારીઓને કામ કરતાં અન્ય કોઈ રીતે અકસ્માત કે ઇજા થાય અને અશક્ત બને / મૃત્યુ પામે તો તેની સઘળી જવાબદારી એજન્સીની રહેશે. આ માટે કાયદેસરનું વળતર ચૂકવવાની જવાબદારી એજન્સીની રહેશે. આ અંગે કર્મચારી પ્રોવિડંડ કાયદો, પગાર ચુકવણી, મજૂર કાયદો, બોનસ, મિનિમમ વેજીસના કાયદાઓના નિયમોનો ચુસ્તપણે પાલન કરવા તમો જવાબદાર છો. પી.એફ./ ઇ.એસ.આઈ.એસ. / વર્કમેન કોપેનસેશન/ ગ્રૂપ વીમો વગેરે જે લાગુ પડતો હોય તે એજન્સીએ લેવાનું રહેશે. આ માટે ઊભી થતી તમામ જવાબદારી ખર્ચ / વળતર એજન્સીએ ભોગવવાનું રહેશે અને ઇન્કમટેક્સના નિયમ મુજબ કપાત તમારી કક્ષાએથી કરવામાં આવશે.
૨૧. ટેન્ડર ભરતી એજન્સી અથવા કંપની છેલ્લા પાંચ વર્ષમાં કોઈ પણ સંસ્થા દ્વારા બ્લેકલિસ્ટ અથવા ડીબાર્ડ થયેલ હોય / ન થયેલ હોય તેની વિગતો આપવાની રહેશે. ખોટી વિગતો આપવા બદલ ધ્યાને આવેતો તુરંત ઇજારદારને ગેરલાયક ઠેરવી EMD જપ્ત કરી બ્લેક લિસ્ટ કરવા સુધીનો નિર્ણય લેવામાં આવશે.
૨૨. જો કોઈપણ કામગીરીમાં કોંટ્રાક્ટરના માણસો દ્વારા કરવામાં આવતું કામ કોર્પોરેશનને સંતોષકારક લાગશે નહીં તેવા કિસ્સામાં માણસો બદલી અપેક્ષીત કામગીરી કરાવી આપવાની રહેશે. અન્યથા કોઈપણ જાતના કારણો આપ્યા સિવાય કોન્ટ્રાક્ટરને આપેલો કોન્ટ્રાક્ટ દિન-૧૦ ની નોટીસ આપી મહાનગરપાલિકા રદ કરી શકશે, અથવા જો કોઈ ઇજારદાર ટેન્ડર/કારારની શરતોનો ભંગ કરતો માલૂમ પડશે તો મહાનગરપાલિકા નોટીસ આપી ૨૪ કલાકમાં સદર ઇજારો રદ કરવામાં આવશે.
૨૩. સરકારશ્રી ના વખતો વખત ના ઠરાવ મુજબ ઇજારદારશ્રીએ મેન પાવરને લઘુત્તમ વેતન ચૂકવવાનું રહેશે. તેમજ કામદારને નિયમોનુસાર ESI, EPF બોનસ, ચૂકવવાનું રહેશે તથા તે અંગેના આધાર પુરાવા રજૂ કરવાના રહેશે.
૨૪. સદરહું ટેન્ડરમાં સરકારશ્રી ની ખરીદનીતી-૨૦૨૪, કે અન્ય કોઈ પણ સરકારશ્રીના પ્રવર્તમાન ઠરાવો, નિયમો, પરિપત્રો અને ગાં.મ.ન.પા. ની સત્તા સોંપણી ના નિયમો મુજબની કાર્યવાહી કરવામાં આવશે.
૨૫. ટેન્ડર ની કામગીરી દરમ્યાન (GMC) ગા.મ.ન.પા ને આર્થિક નુકશાન થાય તેવી કામગીરી/કૃત્ય જો ઇજારદાર દ્વારા કરવામાં આવશે તો અત્રે ની કચેરી દ્વારા ફોજદારી કાર્યવાહી કરવામાં આવશે.
૨૬. સદર કામગીરી દરમ્યાન અન્ય કોઈ વિભાગ દ્વારા દંડનીય કાર્યવાહી કરવામાં આવે તો તેનો દંડ તથા અન્ય ખર્ચા ઇજારદારશ્રી એ ભોગવવાના રહેશે.
૨૭. તા.૦૫/૦૨/૨૦૦૭ ના સુપ્રિન્ટેન્ટ ઓફ સ્ટેમ્પની કચેરીના ઠરાવ વંચાણે લેતાં ગુજરાત રાજ્યમાં આવેલ જીલ્લા પંચાયત,

નગરપાલિકાઓ અને મહાનગરપાલિકાઓ તરફથી કરવાના થતાં બાંધકામ તથા અન્ય કામો માટે ટેન્ડર બહાર પાડી કોન્ટ્રાક્ટર પાસે કામગીરી કરાવવામાં આવે છે. આવા કરારો અન્વયે જે ડીપોઝીટની રકમ અનામતમાં મુકવાની થાય છે તેના પર નીચેની વિગતે સ્ટેમ્પ ડ્યુટી લેવાની થાય છે.

(૧) અનામતની જે રકમ રોકડ, ચેક અથવા ડ્રાફ્ટથી લેવામાં આવે અથવાતો બેંક ગેરેંટીથી આપવામાં આવે તો કરારના લેખ ઉપર મુંબઈ અધિનિયમ - ૧૯૫૮ ની અનુસૂચી - ૧ ના આર્ટીકલ - ૫ (ઝ) મુજબ કરાર ઉપર રૂ.૧૦૦/- સ્ટેમ્પ ડ્યુટી વાપરવાની થાય છે.

(૨) ટેન્ડર અન્વયે જે અનામતની રકમ FIXED DEPOSIT RECEIPT, એન.એસ.સી. અથવા અન્ય બચત પત્રના માધ્યમથી મુકવામાં આવેતો તેટલી અનામતની રકમ ઉપર મુંબઈ સ્ટેમ્પ અધિનિયમ - ૧૯૫૮ અનુસૂચી - ૧ ના આર્ટીકલ ૩૬ (ક) સાથે આર્ટીકલ ૨૦ (ક) મુજબ આ રીતે આપવામાં આવેલ અનામતની રકમમાં પ્રત્યેક રૂ.૧૦૦/- અથવા તેના ભાગ માટે ૪.૮૦% પ્રમાણે સ્ટેમ્પ ડ્યુટી ઇજારદારશ્રીએ ભરપાઈ કરી ટે અંગેની પહોંચ રજુ કરવાની રહેશે.

૨૮. મેઇનટેનન્સ દરમિયાન એજન્સીએ માસ પૂરો થયેથી પાંચમી તારીખ સુધીમાં પગાર ચૂકવવાનો રહેશે. તેમજ પગાર ચુકવ્યા બાદ કચેરીમાં વાઉચર રજૂ કરવાનું રહેશે. પગારબેન્ક મારફતે ચુકવ્યા ના આધાર સાથે બિલ રજૂ કર્યા ના ૧૦ દિવસ મા શક્ય ત્યા સુધી બીલ ની રકમ કચેરી દ્વારા નિયમોનુસાર ની કપાત કર્યા બાદ ચુકવવામાં આવશે.

૨૯. ટેન્ડરમાં જે તે આઈટમો સામે મેનપાવરની વિગતો જણાવેલ છે. તે મુજબ જ મેનપાવર ઇજારદારે મૂકવાના રહેશે તેમા કોઈ જ ફેરફાર ઇજારદારશ્રી દ્વારા કરી શકાશે નહીં લઘુત્તમ વેતન તથા મજૂરો ને લાગુપડતી ચુકવણી ની તમામ જવાબદારીઓ ની ગણતરી કરી ભાવો ભરવાના રહેશે. જો લઘુત્તમ વેતન તથા તેને સંલગ્ન પીએફ ,ગ્રુપ લીમો ,ઇ એસ આઇ, જી એસ ટી વગેરે ગણતરી થી ઓછા ભાવ ઇજારદાર ભરશે તો તે ભાવો નોન વર્કેબલ ગણી ટેન્ડર રદ ગણવામા આવશે. ઇજારદારશ્રી એ સરકાર ના વખતો વખત ના ઠરાવ મુજબ મેનપાવરને લઘુત્તમ વેતન ચૂકવવાનું રહેશે. આ અંગે GMC દ્વારા કોઈ વધારા નો ખર્ચ આપવા નો થશે નહીં.

૩૦. કોઇપણ સંજોગોમાં નવીન ટેન્ડર કરવામાં મોડું થાય તો હાલના ભાવોએ એજન્સી સેવાઓ આપવા બંધનકર્તા રહેશે.

૩૧. કામગીરી દરમિયાન સ્થળ ઉપર નડતરરૂપ થતાં અન્ય યુટીલીટીના કોઈ એસેટ્સ ઇજારદારશ્રીએ સંપૂર્ણ લાઈઝન્સિંગ કરી સ્વખર્ચે અને સ્વપ્રયત્ને દુર કરવાની રહેશે.

૩૨. O&M દરમિયાન સદર કામનાં સ્થળે ગંદકી માટે THE GUJARAT GOVERNMENT GAZETTE PART-II (Ext.) (GMC Bylaws) Date:-30/06/2023 નાં ક્રમ નં-૧૨, પેટા કાયદા નં-૫૦.૧ મુજબ વહીવટી ચાર્જ્સ રૂ.૪૦૦૦.૦૦ પેનલ્ટી ભરવા ઇજારદારશ્રી બંધનકર્તા રહેશે.

૩૩. કામગીરી ન થવાને કારણે કે વિલંબના કારણે કે મેનપાવરની ગેરહાજરીના કારણે જે કામ ન થવાથી મહાનગરપાલિકાને જે નાણાકીય નુકશાન થતું હોય તેનાથી ઓછામાં ઓછી ત્રણ ગણી પેનલ્ટી અથવા જે તે કામની ચુકવવા પાત્ર રકમની ઓછામાં ઓછી ત્રણ ગણી પેનલ્ટી પ્રતિ બનાવ દિઠ (For Every Incident) ભરવા ઇજારદારશ્રી બંધનકર્તા રહેશે.

૩૪. સદર ટેન્ડરની રકમના ભાવ GST વગરના લેવામાં આવેલ છે. GST અલગથી ચૂકવવામાં આવશે. જે બાબત ધ્યાનમાં લઈને ઇજારદારશ્રીએ ટેન્ડરના ભાવ ભરવાના રહેશે.

૩૫. સદર ટેન્ડરમાં ન હોય તેવી આઈટમોના સ્પેસીફિકેશન બાબતે આખરી નિર્ણય ગાંધીનગર મહાનગરપાલિકાનો રહેશે.

૩૬. સદર કામગીરીમાં કોઈપણ બાબતનો આખરી નિર્ણય ગાંધીનગર મહાનગરપાલિકાનો રહેશે જે નિર્ણયે ઇજારદારશ્રી બંધન કરતા રહેશે. તથા ન્યાયક્ષેત્ર ગાંધીનગર શહેરી વિસ્તાર રહેશે.

૩૭. ચૂકવણા દરમિયાન જે તે કામગીરીની ગ્રાન્ટમાં ઉપલબ્ધ બેલેન્સ હશે. તે મુજબ બીલ આકરવામાં આવશે. ચૂકવણાના

વિલંબ અંગે ગા.મ.ન.પા ધ્વારા કોઈજ વળતર ચુકવવામાં આવશે નહિ.

૩૮. કોઈપણ કટોકટી કિસ્સામાં સુપરવાઈઝર અને ઇલેક્ટ્રિશિયન સ્થળ પર હાજર રખવા ઈજારદારશ્રી બંધનકર્તા રહેશે.
૩૯. ડીપોઝીટ કોલ વખતે ભરેલ ૫.૦૦% પરફોર્મન્સ બોન્ડ ફાઈનલ બીલની ચુકવણી થયા ના ૧૫ દિવસ બાદ ઈજારદારદ્વારા પરત માંગણી ની અરજી કર્યા બાદ પરત કરવામાં આવશે. તથા દરેક બીલ માંથી ૨.૫૦% લેખે સીક્યોરીટી ડીપોઝીટ કપાત કરવામાં આવશે. આ ૨.૫% સીક્યોરીટી ડીપોઝીટ ડીફેક્ટ લાયબલિટી પીરીયડ પૂરો થયે પરત કરવામાં આવશે
- હાઇડ્રો જેટીંગ કમ શક્ષન મશીન (૧ નંગ) - [having minimum 3000 litter suction tank + 1000 litter Jetting tank]
 - હાઇડ્રો સુપર સકર મશીન (૧ નંગ) - [having minimum 6000 litter suction tank + 3000 litter Jetting tank]

સફાઈ કામદાર સલામતી માટે સરકારશ્રીના તા. ૨૬/૦૪/૨૦૦૫ ના પરિપત્ર

અનુસંધાને જરૂરી શરતો

૧. મશીન હોલની સફાઈ કામગીરી દરમિયાન અને ચોકઅપ દૂર કરવાની કામગીરી યંત્રોની મદદથી બહાર જમીન ઉપર ઉભા રહીને જ કરવાની છે કોઈપણ .સંજોગોમાં મશીન હોલની અંદર સફાઈ કામદારે કે અન્ય કોઈપણ વ્યક્તિને ઉતારવાનું નથી,
૨. જે મશીન હોલમાંથી કચરો વગેરે સાફ કરવાનું હોય કે ચોકઅપ દૂર કરવાનું હોય તે મશીન હોલ બંને તરફથી ખુલ્લા રાખવા.
૩. ખુલ્લા રાખેલ મશીન હોલ પાસે ભયસૂચક નિશાની રાખવી.
૪. મશીન હોલની સફાઈ કામ શરૂ કરતા પહેલા અર્ધા કલાક જેટલો સમય મશીન હોલ ખુલ્લો રાખી અંદરનો ગેસ નિકળી જાય, તેની ચકાસણી કરી ત્યારબાદ જ કામ શરૂ કરવું,
૫. મેનસેલમાં ગેસ ડીટેક્ટર દોરીથી બાંધી ગેસની ચકાસણી કરવી, ઓક્સીજનની ચકાસણી માટે સળગતી મીણબતીનો ઉપયોગ પણ કરી શકાય.
૬. મશીન હોલની બહાર ઉભા રહીને મશીન હોલની સફાઈ તથા ચોકઅપ દૂર કરવા રોકાવેલ સફાઈ કામદારોએ શરીર ઉપર સેફ્ટી બેલ્ટ બાંધી રાખવો અને આ સેફ્ટી બેલ્ટ સાથે મજબૂત દોરડું બાંધી અન્ય વ્યક્તિને પકડવા આપવું અને ત્યારબાદ જ મશીન હોલની બહાર ઉભા રહીને ગટરને લગતી કામગીરી હાથ ધરવી જેથી પગ લપસી પડવા જેવા આકસ્મિક સંજોગોમાં સફાઈ કામદારોનો બચાવ કરી શકાય.
૭. જરૂરી જણાયે વધારાનો ગેસ ખેંચી લેવા તાત્કાલિક ઉપયોગ માટે વેક્યુમ ક્લીનર તૈયાર રાખવું.
૮. ગટરોની મશીન હોલની સફાઈ કામમાં રોકાવેલ સફાઈ કામદારોને સફાઈના આધુનિક સાધનો ઓપરેટ કરવાની તાલીમનું એજન્સીએ યોગ્ય રીતે આયોજન કરવું.
૯. ગટરોના મશીન હોલની સફાઈનું કામ કરતા સફાઈ કામદારો માટે યોગ્ય સાધનો અને માસ્ક સહિતના પહેરવેશ પુરા પાડવાસામેલ કરેલ યાદી મુજબના સાધનો) .)
૧૦. ગટરોના મશીન હોલની સફાઈનું કામ કરતા સફાઈ કામદારોને ગટરના મશીન હોલની સફાઈ દરમિયાન લેવાની તકેદારી વિશે તાલીમ આપવા અને તે માટે તમામ સાધન સામગ્રી પુરી પાડવી.
૧૧. ગટરોના મશીન હોલની સફાઈનું કામ કરતા સફાઈ કામદારોને તથા આકસ્મિક અકસ્માત નિવારી શકાય તે માટે આગમચેતીરૂપ તકેદારીના પગલાં લેવા.

૧૨. ગટરોનું મશીન હોલની સફાઈનું કામ કરતા સફાઈ કામદારોની કામગીરી વૈજ્ઞાનિક પદ્ધતિથી કરવા માટેની તાલીમ આપવાના કાર્યક્રમો યોજવા આયોજન કરવું.
૧૩. ઠેકેદારશ્રી અથવા તેમના પ્રતિનિધિએ દરરોજ સવારે ૮ થી ૯ માં ડ્રેનેજ ઇન્ફ્રાસ્ટ્રક્ચરમાં હાજરી આપવાની રહેશે અને જ્યારે રૂબરૂ બોલાવવામાં આવે ત્યારે પણ હાજર થવાનું રહેશે, તેમજ ઠેકેદારશ્રીએ મદદનીશ ઇજનેર, નાયબ કાર્યપાલક ઇજનેરશ્રી સાથે સવારે ૭ થી ૯ ના સમયમાં ફોન પર સંપર્ક કરવાનો રહેશેવધુમાં એજન્સીના પ્રતિનિધિએ દરરોજ સવારે . ઇન્ફ્રાસ્ટ્રક્ચરમાં ફરિયાદો મેળવી તેના નિકાલ કરવાની કામગીરી ઇજનેરના સંપર્કમાં રહી ફરિયાદ નિકાલની કામગીરી તાત્કાલિક હાથ પર લેવાની રહેશે.
૧૪. ઠેકેદારશ્રી તથા તેના સાઇટ સુપરવાઇઝર મોબાઇલ ફોન ધરાવતા હોવા જોઇએ અને તેનો નંબર તેમણે કચેરીમાં આપવાનો રહેશે.
૧૫. જે તે ગટર લાઇનની સફાઈની સૂચના આપવામાં આવે ત્યારબાદ બે દિવસમાં ગટર લાઇન સાફ કરી ચાલુ કરી ફરિયાદોનો નિકાલ કરવાની રહેશે.
૧૬. લાઇનની સાફ સફાઈની કામગીરી વખતે મશીન હોલમાં કવર ખોલવામાં આવે ત્યારે મશીન હોલમાં કોઇ પડે કે અકસ્માત ન થાય તેવી વ્યવસ્થા કરી "ભય "સફાઈ કામગીરી ચાલુ છે તેવો બોર્ડ તેમજ લાલ ફ્લેગ જે તે લાઇનની સફાઈ કામગીરી ચાલતી હોય ત્યાં લગાવવાના રહેશે.
૧૭. લાઇનના સાફ સફાઈની કામગીરી જ્યારે બંધ કરવામાં આવે ત્યારે મશીન હોલ તેમજ ચેમ્બરોના ઠાકણા ઠાકી દેવાના રહેશે.
૧૮. સફાઈ કામગીરી કરનાર માણસોને સફાઈ કામ દરમિયાન જરૂરી તમામ જેવા કે ઓક્સિજન, માસ્ક તેમજ અન્ય સલામતીના સાધનો ઠેકેદારે આપવાના રહેશે તેમજ પ્રાથમિક ઉપચાર .પર પેટી સ્થળ સાથે રાખવી.
૧૯. સફાઈ કામગીરી દરમિયાન જે તે વિસ્તારમાં રહેવાસીઓની સલામતી ધ્યાનમાં રાખી તેમજ જાહેર આરોગ્ય ધ્યાનમાં રાખી સફાઈ કરી કાઢેલ કાદવ કિચડ જાહેર આરોગ્યને-નુકશાન ન થાય તેવી જગ્યાએ નાંખવાનો રહેશેતેમજ તે અંગે જે તે . ફરિ વિસ્તારના રહેવાસીઓનીચાદ ન આવે તે રીતે કામગીરી કરવાની રહેશેતેમજ ટ્રાફિકને અડચણરૂપ ન થાય તે રીતે . ..કામગીરી કરવાની રહેશે
૨૦. સફાઈ માટે જરૂરી સાધનો જેવા કે પટ્ટી, દોરડા, બાલ્ડી, વાંસ, ફ્યુમેક્ષ મશીન વગેરે ઠેકેદારે લાવવાના રહેશે.
૨૧. જે તે મશીનહોલ માંથી નીકળેલ સીલટીંગ/ કચરો તે દિવસે અથવા બીજા દિવસ સુધીમાં રહેવાસીઓને આરોગ્ય રીતે નડતરરૂપ ન થાય તે રીતે (ગમે તે અંતર સુધીમાં) દૂર કરવાનો રહેશે.
૨૨. સ્થળ પર કોઈપણ આકસ્મિક સન્જોગોને પહોંચી વડવા માટે સ્થળ પર ઠેકેદારશ્રીનો જવાબદાર સુપરવાઇઝર હોવો જ જોઈએ અને તે અનુભવી અને સક્ષમ હોવો જોઈએ.
૨૩. ઠેકેદાર લેબર લાયસન્સ તેમજ વિમાની પોલીસી, વર્કમેન કોમ્પેનસેશન એક્ટ અનુસાર ઇન્સ્યોરન્સ ઉતારવીને વર્ક ઓર્ડર મળ્યાના એક અઠવાડિયામાં અત્રે રજૂ કરવાની રહેશે, તેમજ કામગીરી દરમિયાન કોઈ અકસ્માત થશે તો તેની સંપૂર્ણ જવાબદારી ઠેકેદારશ્રીની રહેશે તેમજ .આ અંગેની વળતર દાવા અંગેની પણ સંપૂર્ણ જવાબદારી રહેશે આ .અંગે ઠેકેદારશ્રીએ કબુલાતનામું આપવાનું રહેશે
૨૪. એજન્સીએ સફાઈ દરમિયાન સલામતીના જરૂરી તમામ સાધનો તેમજ મશીનરી તેની પાસે પુરેપુરી ચાલુ હાલતમાં છે તેવું પ્રમાણપત્ર અત્રેની કચેરીએ રજૂ કરવાનું રહેશે આ તમામ સલામતીની મશીનરી તથા સાધનોને ચલાવવા .માટે જરૂરી ડ્રાઇવર ઓપરેટરો તેમજ સફાઈ કામદારો /, મજૂરો આ કામના જાણકાર હોય તેવા અનુભવી રાખવાના રહેશે.
૨૫. સફાઈ દરમિયાન નીકળેલ કાદવકીચ/ડ/કચરો/સીલટીંગ સાઇટ ઉપરથી કામગીરી કર્યેથી તુરંત યોગ્ય નીકાલ કરવાનો રહેશે જો તેમ કરવામાં અસમર્થ રહેથી પ્રતિ દીન રૂ ૨૫૦.૯૬ સ્વરૂપે બીલમાંથી કપાત કરવામાં આવશે -/
૨૬. મશીન હોલની સફાઈ ચોકઅપની કામગીરી બે દિવસ એટલે કે ફરીયાદ નોંધાએથી ૪૮ કલાકમાં તથા GMC દ્વારા જે તે SLA નક્કી કર્યા મુજબ નિવારણ કરવાનો રહેશે ને તેમ કરવામાં નિષ્ફળ રહેથી દર ચોવીમ .કલાકે અથવા તેના ભાગ પેતેના કલાકના રૂ, ૧૦૦૦.૯૬ સ્વરૂપે વસુલ લેવામાં આવશે -/

૨૭. ગાંધીનગર મહાનગરપાલિકાના અધિકારીની સુચના મુજબ ગટર લાઈનની સફાઈ કરવા માટે જરૂર જણાયે ત્યારે સુપર સક્કર મશીન, મીનીમમ ૧૨ ૫.HP કેપેસિટી સબમર્સીબલ સુએજ પંપ તથા ૨૫ KVA જનરેટર સેટ નો ઉપયોગ કરી તાત્કાલિક ધોરણે ગટર લાઈનની સફાઈ કરવાની રહેશે.
૨૮. સદરહું કામગીરી ઠેકેદારશ્રી દ્વારા રોકાયેલ માણસો પૈકી એક સુપરવાઇઝર રાખવાના રહેશે જેઓએ રોજબરોજની કરીયાદોની યાદી તૈયાર કરી બે દિવસ એટલે કે ૪૮ કલાકમાં નિકાલ કરવાનો રહેશે તથા કામગીરી સંતોષકારક થયા અંગેનો જેતે વિસ્તારના રહેવાસીઓ અથવા અરજકર્તાની સહી મેળવી અને જ્યારે સુચવે ત્યારે રજુ કરવાની રહેશે . કબુલ મંજુર છે ઉપરોક્ત શરતો અમીએ ધ્યાનપૂર્વક વાંચેલ છે અને અમોને
૨૯. દર ૧૫ દિવસે ઇજેદારશ્રી દ્વારા કરેલ કામના GPS લોકેશન વાળા બિફોર / આફ્ટર ફોટોગ્રાફ્સ સાથેનું પ્રેસેન્ટેશન તેમજ પ્રોગ્રેસ રીપોર્ટ તૈયાર કરી GMC ખાતે સબમિટ કરવાનો રહેશે તેમજ એન્જીનિયર ઇન્યાર્જ દ્વારા આપવામાં આવેલ નમૂનાનું રજીસ્ટર મેઈન્ટેન કરવાનું રહેશે.

ઉપરોક્ત શરતો અમીએ ધ્યાનપૂર્વક વાંચેલ છે અને અમોને કબુલ મંજુર છે.

ઠેકેદારશ્રીની સહી

સીટી ઇજનેર
ગાંધીનગર મહાનગરપાલીકા

SECTION - 4
CONTRACT DATA

#CONTRACT DATA

Clause Reference with respect to section

Item marked "N/A" do not apply to this Contract.

1.	The Employers is	[CL.1.1]
	Name: Gandhinagar Municipal Corporation (GMC), Gandhinagar	
	Address: Gandhinagar Municipal Corporation (GMC), The Deputy Municipal Commissioner, Pandit Dindayal Upadhyay Bhavan, Behind Fire Station, Sector-17, Gandhinagar-382117	
	Name of authorized Representative (will be intimated later)	
2.	The Engineer is The Deputy Municipal Commissioner, Gandhinagar Municipal Corporation (GMC), Gandhinagar	
	Name of Authorized Representative: The Deputy Municipal Commissioner (GMC)	
3.	The Defects Liability Period is <u>not applicable</u> .	[CL.1.1&33]
4.	The Start Date shall be 1st days for the date of issue of the Notice to proceed with the work.	[CL.1.1]
5.	The Intended Completion Date for the whole of the works is <u>24 Months</u> after start of work with the following milestones:	[CL.1.1,17&2]
	Milestone dates: <u>not applicable</u> .	[CL.2.2&49.1]
6.	The Site is located at <u>Gandhinagar</u>	[CL.1.1]
7.	The name and identification number of the Contract is: Comprehensive Operation and Maintenance of Drainage Line From Sargasan to Jaspur & Jaspur to Jethlaj (Trunk Main) under Gandhinagar Municipal Corporation Area for Two (02) Years.	[CL.1.1]
8.	The works consist of Comprehensive Operation and Maintenance of Drainage Line From Sargasan to Jaspur & Jaspur to Jethlaj (Trunk Main) under Gandhinagar Municipal Corporation Area for Two (02) Years. with items as per B.O.Q. The works shall, inter alia, include the following, as Specified or as directed:	[CL.1.1]
10.	The following documents also form part of the Contractas per clause 2-3	[CL.2.3 (9)]
11.	The law which applies to the Contract is the law of Union of India	[CL.3.1]
12.	The language of the Contract documents is English	[CL.3.1]
13.	Limit of subcontracting 25% of the Initial Contract Price	[CL.7.1]
14.	The Schedule of Other Contractors	[CL.8]

15.	The Schedule of Key Personnel As per Annex – II to Section I	[CL.9]
16.	The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, the contractor will pay an additional premium necessary to make insurance valid for four occurrences always.	[CL.13]
17.	Site Investigation report	[CL.14]
18.	The Site Possession dates shall be from the issue of letter of work order	[CL.21]
19.	The period for submission of programme for approval of the engineer shall be 21 days from the issue of Letter of Acceptance.	[CL.27.1]
20.	The period between program updates will be 30 days.	[CL.27.3]
21.	The amount to be withheld for late submission of an updated programme Shall be Rs. 0.10 lakhs per days	[CL.27.3]
22.	The following events shall also be Compensation Events Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document. (i) Removal of underground utilities detected subsequently (ii) Significant changes in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation, (iii) Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor. (iv) Artesian conditions (v) Seepage, erosion landslide (vi) River training requiring protection of permanent work (vii) Presence of historical, archeological or religious structures, monuments interfering with the works (viii) Restriction of access to ground imposed by civil, judicial, or military authority	[CL.44]
23.	The currency of the Contract is Indian Rupees	[CL.46]
24.	The formula (e) for adjustment of prices are as under: • If any of the commodities like Cement, Steel or Bitumen are not found applicable in a work, the weight component of that commodities {i.e. 'Cement' (Pc), 'Steel' (Ps) or 'Bitumen' (Pb) as indicated in SBD for the purpose of Price Adjustment} shall be clubbed with the weight component of 'Other Material' (Pm), such that the gross % weight of the components shall remain as 100%. R = value of work as defined in Clause 47.1 of Conditions of Contract	[CL.47]

Adjustment for labour component

~~(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:~~

$$V_L = 0.85 \times (P_i/100) \times R \times (L_i - L_0)/L_0$$

~~V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour~~

~~L₀ = The consumer price index for industrial workers for the State on 28 days preceding the scheduled date of opening of technical Bids as published by Labour Bureau, Ministry of Labour, Government of India~~

~~L_i = The consumer price index for industrial workers for the State for the month under consideration as published by the Labour Bureau, Ministry of Labour, Government of India.~~

~~P_i = Percentage of labor component of the work.~~

Adjustment for cement component

- (ii) ~~Prices adjustment for increase or decrease in the cost of cement procured by the contractor~~

$$V_c = 0.85 \times (P_c/100) \times R \times (C_i - C_0)/C_0$$

~~V_c = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.~~

~~C_0 = The all India wholesale price index for Ordinary Portland Cement on 28 days preceding the scheduled date of opening of technical bid as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~C_i = The all India average wholesale price index for Ordinary Portland Cement for the month under consideration as published by Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~P_c = Percentage of cement component of the work~~

Adjustment for steel component

- (iii) ~~Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula~~

$$V_s = 0.85 \times (P_s/100) \times R \times (S_i - S_0)/S_0$$

~~V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel~~

~~S_0 = The all India wholesale price index for steel (Mild Steel – Long Products Rebars) on 28 days preceding the date of opening of Bids as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~S_i = The all India average wholesale price index for steel (Mild Steel – Long Products Rebars) for the month under consideration as published by Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

~~P_s = Percentage of steel component of the work~~

~~Note : For the application of this clause, the index of Mild Steel – Long products Rebars has been chosen to represent the steel group.~~

Adjustments of bitumen component

- (iv) ~~Price adjustment for increase in the cost of bitumen shall be paid in accordance with the following formula~~

$$V_b = 0.85 \times (P_b/100) \times R \times (B_i - B_0)/B_0$$

~~V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.~~

B_0 = The official retail price of bitumen at the IOC depot at the nearest centre on the day 28 days prior to the scheduled date of opening of technical bid.

B_i = The official retail price of bitumen of IOC depot at the nearest centre for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work

Adjustment of POL (fuel and lubricant) component

(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula

$$V_f = 0.85 \times (P_f/100) \times R \times (F_i - F_0)/F_0$$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

F_0 = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOC at the nearest centre on the day 28 prior to the date of opening of Bids.

F_i = The official retail price of HSD at the existing consumer pumps of IOC at the nearest centre for the 15th day of the month of the under consideration.

P_f = Percentage of fuel and lubricants component of the work

Note: For the application of this clause, the price of High-Speed diesel Oil has been chosen to represent the fuel and lubricants group.

Adjustment for Construction Machinery

(vi) Price adjustment for increase or decrease in the cost of plant and Machinery spare procured by the Contractor shall be paid in accordance with the following formula

$$V_p = 0.85 \times (P_p/100) \times R \times (P_i - P_0)/P_0$$

V_p = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares

P_0 = The all-India wholesale price index for manufacturer of machinery for mining, quarrying and Construction for the month under consideration as published Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

P_i = The all-India average wholesale price index for manufacturer of machinery for mining, quarrying and Construction for the month under consideration as published Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

P_p = Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of Heavy Machinery and parts has been chosen to represent the Plant and Machinery Spares group.

Adjustment of other materials Component

- (vii) ~~Price adjustmnt for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula~~

$$V_m = 0.85 \times (P_m/100) \times R \times (M_i - M_0)/M_0$$

~~V_m = Increase or decrease in the cost of work during the month under consideration due to change in rates for local materials other than cement, steel, bitumen and POL.~~

~~M_0 = The All Indian wholesale price index (all commodities) on 28 days preceding the scheduled date of opening of technical Bids, as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

~~M_i = The All India wholesale price index (all commodities) for the month under consideration as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

~~P_m = Percentage of local material components (other than cement, steel, bitumen and POL) of the work.~~

The following percentage will govern the price adjustment for the entire contract:

•	Labour	P_l%
•	Cement	P_c%
•	Steel	P_s%
•	Bitumen	P_b%
•	POL	P_f%
•	Plant & Machinery Spares	P_p%
•	Other Materials	P_m%
<hr/>			
	Total		100 %

25.	The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price.		{CL. 48}
26.	Amount of Liquidated damages for delay in completion of works For Whole of work (1/2000)th of the Initial contract price, rounded off to the nearest Thousand, per day. For sectional Completion (wherever specified In item 6 of Contract data) (1/2000)th of initial contract price for #5 km Section, rounded off to the nearest thousand per day.		{CL.49}
27.	Maximum limit of liquidated damages For delay in completion work	10 percent of the Initial Contract Price rounded off to the nearest thousand	{CL.49}
28.	Amount of Bonus for early completion	Amount of bonus for early completion of work shall be given as per CL.50 of Section-3	{CL.50}
29.	Maximum limit of bonus for early Completion of work	5 percent of the Contract Price	
30.	The amount of the advance payment are:	{CL. 51 & 52}	

#Nature of Advances	Amount (Rs.)	Conditions to Be fulfilled
i — Mobilization	10% of the contract Price	On submission of unconditional Bank Guarantee. (to be drawn before the end of 20% of the contract period). The contractor may furnish four bank guarantees of 2.5 % of each valid for the full period.
ii — Equipment	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract Price	After equipment is brought to site (provided the Engineer is satisfied That the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance
iii — Secured Advance for Non-persish able material	Deleted	

Brought to site

~~(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions).~~

31.	Repayment of advance payment for mobilization and equipment The advance loan shall be repaid with percentage deduction from the interim payments certified by the Engineer under the Contract. Deduction shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 percent of the Contract Price or 6 (six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent (collectively for both Mobilization Advance and Equipment Advance) of the amounts of all Interim Payment Certificate until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clause 17 and 28.	{CL. 51.3}
32.	Deleted	
33.	The securities shall be for the following minimum amounts equivalent As a percentage of the Contract Price: Performance Security for 5 percent of contract price plus Rs..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5 The standard form of Performance security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.	{CL. 52}
34.	The Schedule of Operating and maintenance Manuals.....N/A.	{CL. 58}
35.	The date by which "as-built" drawings (in scale as directed) in 2 sets are required within 28 days of the issue of certificate of completion of the whole or section of the work, as the case may be.	{CL. 58}
36.	The amount to be withheld for failing to supply "as built" drawings by the Date required is Rs. 0.10 Lakhs per day.	{CL. 58}
37.	The following events shall also be fundamentals breach of contract: "The Contractor has contravened Sub- clause 7.1 and Clause 9 of GCC"	{CL.59.2}
38.	The percentage to apply the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 per cent.	{Cl 60}

SECTION - 5
TECHNICAL SPECIFICATION

Name Of Work: Comprehensive Operation and Maintenance of Drainage Line From Sargasan to Jaspur & Jaspur to Jethlaj (Trunk Main) under Gandhinagar Municipal Corporation Area for Two(02) Years.

Item No. 1	RCC precast M.H Frame & Cover Manufacture, supply & Delivery at store or at site of work precast RCC M.200 Frame & cover suitable to drainage M.H and as per type design & Drawing including cost of reinforcement M.S.Angles or Flat, curing mold work etc Item No. 1.1 Frame suitable for 50cm opening of MH Item No. 1.2 Cover suitable for 50cm opening of MH
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in No. Basis. The rate shall be unit of One No.
Item No. 2	Tracing of old manhole- All types of Manholes.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in No. Basis. The rate shall be unit of One No.
Item No. 3	Hire charges of JCB for excavating and filling sand area for catch water and manhole,jungle cutting,claeaning the road side for work.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 4	Hire Charges of Tractor with trolly for conveying earth sand cutting with fuel charges and exceeding stuff through site of work tp specified location as per instruction of Engineer in charge.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 5	Supplying, labour for break down repairing work for activities like excavation, disliting, removing debris from trench back filling etc. comp. as directed by Eng.in charge
(A)	Workmanship:

	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in No.. Basis. The rate shall be unit of One No.
Item No. 6	Carting and Fixing M.H ., Chamber or Catchpits Seat and Cover in line and level to match existing road level in C.C. 1:2:4 and finishing smooth, watering and protecting for 7 days etc. complete as directed. M.H. seat cover will be supplied by Suvidha Kacheri
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in No.. Basis. The rate shall be unit of One No.
Item No. 7	Repairing damaged C.W.C/ M.H and raising C.W.C / M.H up to road level incl. removing damaged brick work and repairing by brick masonry in C.M. 1:5 and plaster in C.M. 1:3 and fixing C.I. steps and existing MH sheet cover, removing the debris from MH and carting the same as directed. (A) up to 0.15 mt. (@ Two Coarse) (B) up to 0.35mt. (@ Four Coarse) (C) up to 0.65 mt. (@ Seven Coarse) (D) up to 0.90 mt. (@ Ten Coarse)
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in No.. Basis. The rate shall be unit of One No.
Item No. 8	Barricading the entire break down or excavated area on rental basis using wooden ballies / M.S.angles at max. 2.00 meter centre to centre, C.G.I. Sheet, reflective paint / Board out side to avoid accident & for smooth traffic diversion & movement including cautionary board etc. Item also includes for making temporary sufficient nos of lighting arrangement through out the work with necessary required arrangement. The same shall be removed after completion of work.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Rmt.. Basis. The rate shall be unit of One Rmt.

Item No. 9	<p>Conveyance charge of earth, lime, murrum, building rubbish, Manual garbage, Sludge, Excavated rock, Fly ash, Aggregate of any any kind etc. complete.</p> <p>9.1 Upto 1.5 Km</p> <p>9.2 Upto 2.5 Km</p> <p>9.3 Upto 3.5 Km</p> <p>9.4 Upto 5.00 Km</p>
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Cmt. Basis. The rate shall be unit of One Cmt..
Item No. 10	<p>Providing and casting in situ C.C. in grade prop. 1:2:4 (proportions as per Table 9 of IS 456 2000 in masses by weigh batching) using granite, quartzite trap metal of size 6 mm to 20 mm for RCC work, including scaffolding centering, form work, needle vibrated consolidation, curing comp. up to 6 meter depth or height (excluding cost of reinforcement and neat finishing) with centering and shuttering/decluttering etc. comp. for structure for other than water retaining.-For footing With formwork</p>
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Cmt. Basis. The rate shall be unit of One Cmt..
Item No. 11	<p>Providing and casting in situ C.C. in grade M-20 (proportions as as per table 9 of IS 456 2000 in masses by weigh batching) using granite, quartzite trap metal of size 6 mm to 20 mm for RCC work, including scaffolding centering, formwork, needle vibrated consolidation, curing complete up to 6 meter depth or height (excluding cost of reinforcement and neat finishing) with centering and shuttering/deshuttering etc. complete for structure other than water retaining (Below G.L)- For top flat slab with various thickness.</p>
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.

(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Cmt. Basis. The rate shall be unit of One Cmt..
Item No. 12	Supplying cutting, bending, binding and placing in position steel as per plan and design and as per ISS 2502 including cost of steel and binding wire for reservoirs/structures only including lift up to 6 meter height or depth below G.L. for all diameters.Do – deformed (TMT) bars confirming to relevant IS Fe – 500 grade for all diameters.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Kg. Basis. The rate shall be unit of One Kg.
Item No. 13	Hiring of Three wheeler carrier (Chakado Rickshaw) considering 10 hrs. as working day hours incl. Driver
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 14	Supplying Electric Breaker Machine for RCC Slab or Asphalt Demolishing Work on site by using Operator, fuel, power Supply etc.Complete as Directed. No payment should be allowed for non working condition of machinery and for pipe line excavation and M.H. work.Allowed only for break down work)
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Shift. Basis. The rate shall be unit of One Shift.
Item No. 15	Supplying Pneumatic Breaker Machine for RCC Slab or Asphalt Demolishing Work on site by using Operator, fuel, power Supply etc.Complete as Directed. (No payment should be allowed for non working condition of machinery and for pipe line excavation and M.H. work.
(A)	Workmanship:
	Work should be done as per item description and as per general technical

	specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 16	Providing and supplying ISI Standard R.C.C. pipes(of Sulphate Resisting Cement) in standard lengths of following class and diameter suitable for either collar joints or rubber ring joints including all taxes, insurance, transportation, freight charges, octroi, inspection charges, loading, unloading, conveyance to departmental stores, stacking etc. complete. (IS - 458/ 1989) Class NP3 Test Pressure 0.7 Kg/sq.cmFor R.C.C. NP3 pipe for 1400 mm dia.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Rmt. Basis. The rate shall be unit of One Rmt.
Item No. 17	Providing dummy or plug the running sewer by using M.S. plate, safety measures labour mud pump D.G. set & transportation of the same machinery also include removing of dummy when required and placed labour and supervisor remain present till the work complete etc. as directed. (2) For any dia.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in No. Basis. The rate shall be unit of One No.
Item No. 18	Dewatering by pumping set of required capacity including temporary platform carting pumping at site and fixing the same in position including all accessories and fuel and labour etc. complete.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hp/Hr. Basis. The rate shall be unit of One Hp/Hr.
Item No. 19	Hire charges for 440V AC generating set following capacity with necessary fuel, mains, switch gears & accessories complete running on load/ no load

	with acoustic sound proof enclosure etc. as per requirement with transportation charges up to 30 Kms. for (C) 25 KVA to 40 KVA.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in St.Day/No. Basis. The rate shall be unit of One St.Day/No.
Item No. 20	Loosen, de-silt and thoroughly clean and remove debris and objects such as boulders, bricks etc. bacteriological slimes, roots, Encrustations, grease, carbonated deposits, etc from the sewer line including disposal of silt / debris / malba / objects etc. by super suction machine/Roading Bucket type Machine as per Site EIC.(B) 1400mm dia. Sewer line.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Rmt. Basis. The rate shall be unit of One Rmt.
Item No. 21	Lowering, laying and jointing R. C. C. pipes in C. M. 1:1 1/2 of following diameters in proper position, grade and alignment at all level as directed by Engineer-in-charge including conveyance from stores to site of work, labour, giving hydraulic testing as per ISI code. For R.C.C. NP3 pipe for 1400 mm dia.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Rmt. Basis. The rate shall be unit of One Rmt.
Item No. 22	Providing & Supplying Hitachi Machine-110 capacity on rental basis in case of emergency situation and break down type work & also during unavoidable condition as per instruction of engg.incharge , rate includes all nece. shifting, fuel and operating charges . (No payment should be allowed for non working condition of machinery) (Based on central work shop rate)
(A)	Workmanship:

	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 23	Providing & Supplying Hitachi Machine 200 capacity on rental basis in case of emergency situation and break down type work & also during unavoidable condition as per instruction of engg.incharge , rate includes all nece. shifting, fuel and operating charges . (No payment should be allowed for non working condition of machinery (Based on central work shop rate) With Special Long Arm and Long Boom 16 mtr
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 24	Hiring charges of heavy 16 Tonne capacity Hydro machine for lifting the Any Matrials when required any time. rate for 8 Hrs shift. Do As Directed- 8 Working Hours In Day
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 25	Hiring charges of heavy capacity Crane machine for lifting the Any Matrials when required any time. rate for 8 Hrs shift. Do As Directed- 8 Working Hours In Day
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 26	Providing & supplying hydro jetting machine on rental basis in case of emergency situation and breack down type of work and also during unavoidable condition as per instruction of engineer in charge. Rate include all necessary shifting fuel and operating charges. of machinery, 10 hours per day)
(A)	Workmanship:

	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Shift. Basis. The rate shall be unit of One Shift.
Item No. 27	Providing & supplying hydro super sucker machine on rental basis in case of emergency situation and breack down type of work and also during unavoidable condition as per instruction of engineer in charge for 10 hour shift. Rate include all necessary shifting fuel and operating charges. (No payment should be allowed for non working condition of machinery.)
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Shift. Basis. The rate shall be unit of One Shift.
Item No. 28	Hiring and operating the 20 KV 3 Phase Electric Generator for operating desilting machinery, and lighting and other requirements with Arranging diesel to run the D.G. Set Do As Directed. 8 Hrs Shift.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Hr. Basis. The rate shall be unit of One Hr.
Item No. 29	Hire charges for 30HP sewage submersible and 63KVA DG set with pump opertator for dewatering at various site incl.fuel, lifting and lowering installations Charges,labour,Hydra,chain block Etc.
(A)	Workmanship:
	Work should be done as per item description and as per general technical specification booklet.
(B)	Mode of Measurements & Payment:
	The Measurement should be taken in Days. Basis. The rate shall be unit of One Days.

DETAILS SPECIFICATION OF MATERIAL

M-1 WATER :

- 1.1 Water shall not be salty or brackish and shall be clean reasonably clear and free from objectionable quantities of silt and tract of oil and injurious alkalis, salts, organic mater and other deleterious materials which will either weaken the mortar or concrete or cause efflorescence of attach the steel in R.C.C. Container for transport, storage and handling of water shall be clean. Water shall conform to the standards specified in I.S. 456-1978.
- 1.2 If required by the Engineer-in-charge it shall be tested by comparison with distilled water. Comparison shall be made by means of standard cement tests for soundness, time of setting and mortar strength as specified in I.S. 269-1976. Any indication of unsoundness, change in time of setting of 30 minutes either more or decrease of more than 10 percent in strength of mortar prepared with water sample **when compared with the results obtained with mortar prepared with distilled water** shall be sufficient cause **for rejection of water** under test.
- 1.3 Water for curing mortar, concrete or masonry should not be too acidic and also not too alkaline. It shall be free of elements which significantly affect the hydration reaction or otherwise interfere with the hardening of mortar or concrete during curing or those which produce objectionable stains or other unsightly deposits on concrete or mortar surfaces.
- 1.4 Hard and bitter water shall not be used for curing.
- 1.5 Potable water will be generally found suitable for curing mortar for preparing or concrete.

M-2 CEMENT :

- 2.1 Cement shall be Ordinary Portland, Ordinary Portland cement as per I.S. 269-1976 or Portland slag cement as per I.S.455-1976.or Sulphate Resistant Cement as per IS-12330 latest Revision.
- 2.2 Testing of Cement : It should be specifically noted that the cement brought by the contractor at site of work shall be used after the same is tested at the approved laboratory as per the direction of the Engineer-in-charge. Such approved laboratory may be located at Ahmedabad. All the charges for transport and testing of the samples shall have to be borne by the contractor. The frequency of testing of such materials shall be in accordance to the relevant Indian standard as directed by the Engineer-in-charge.

M-3 SAND :

- 3.1 Sand shall be natural sand, clean, well graded, hard strong, durable and gritty particles free from injurious of dust, clay, kankar nodules, soft or flaky particles shale, alkali salts, organic matter, loam, mica or other deleterious substances and shall be got approved from the Engineer-in-charge. The sand shall not contain more than 8 percent of silt as determined by field test. If necessary the sand shall be washed to make it clean.

3.2 COARSE SAND :

The fineness modulus of coarse sand shall not be less than 2.5 and shall not exceed 3.0. The sieve analysis of coarse shall be as under:

I. S. Sieve Designation	Percentage by weight passing	I. S. Sieve Designation	Percentage by weight passing
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	sieve		through sieve.
4.75 mm	100	600 Micron	30 - 100
2.36 mm	90 - 100	300 Micron	5 - 70
1.18 mm	70 - 100	150 Micron	0 - 50

3.3 FINE SAND :

The fineness modulus shall not exceed 1.0. The sieve analysis of fine sand shall be as under :

I. S. Sieve Designation	Percentage by weight passing through sieve	I. S. Sieve Designation	Percentage by weight passing through sieve.
4.75 mm	100	600 Micron	40 - 85
2.36 mm	100	300 Micron	5 - 50
1.18 mm	75 - 100	150 Micron	0 - 10

M-4 STONE GRIT :

- 4.1 Grit shall consist of crushed or broken stone and be hard, strong dense, durable, clean, of proper gradation and free from skin or coating likely to prevent proper adhesion of mortar. Grit shall for as possible flaky elongated pieces shall be avoided.

It shall generally comply with the provisions of I. S. 383-1970. Unless special stone of particular quarried is mentioned. Grit special stone of particular quarries is mentioned. Grit shall be obtained from the best black trap or equivalent hard stone as approved by the Engineer - in - charge. The grit shall have no deleterious reaction with cement.

4.2 The grit shall conform to the following gradation as per sieve analysis :

I. S. Sieve Designation	Percentage passing through sieve	I. S. Sieve Designation	Percentage Passing through sieve
12.50	100%	4.75	0.20%
10.00	85 - 100%	2.36	0.25%

4.3 The crushing strength of grit will be such as to allow the concrete in which it is used to build up the specified strength of concrete.

4.4 The necessary tests for grit shall be carried out as per the requirements of I. S. 2386 (Parts I to VIII) 1963, as per instruction of the Engineer-in-charge. The necessity of test will be decided by the Engineer-in-charge.

M-5A STONE COARSE AGGREGATE FOR NOMINAL MIX CONCRETE :

5A.1 Coarse aggregate shall be of machine crushed stone of black trap or equivalent and be hard, strong, dense, durable, clean and free from skin and coating likely to prevent proper adhesion of mortar.

5A.2 The aggregate shall generally be cubical in shape. Unless special stones of particular quarries are mentioned, Aggregates shall be machine crushed from the best black trap or equivalent hard stone as approved. Aggregate shall have no deleterious reaction with cement. The size of the coarse aggregate for plain cement concrete and ordinary reinforced cement concrete shall generally be as per the table given below. However in case of reinforcement cement concrete the maximum limit may be restricted to 6 mm less than the minimum lateral clear distance between bars of 6 mm. less than the cover whichever is smaller.

TABLE

I.S. Sieve Designation	Percentage Passing for single sized aggregates of nominal size			I.S. Sieve Designation	Percentage Passing for single sized aggregates of nominal size		
	40 mm	20 mm	16 mm		40 mm	20 mm	16 mm
80 mm	-	-	-	12.5 mm	-	-	-
63 mm	100	-	-	10.0 mm	0.5	0.20	0.30
40 mm	85-100	100	-	4.74 mm	-	0.50	0.50
20 mm	0-20	85-100	100	2.35 mm	-	-	-
16 mm	-	-	-	85-100	-	-	-

NOTE :- The percentage may be varied by the Engineer-in-charge when considered necessary for obtaining better density and strength of concrete.

5A.3 The grading test shall be taken in the beginning and at the change of source of materials. The necessary tests indicated in I.S. 383-1970 I. S. 456-1978 shall have to be carried out to ensure the acceptability. The aggregates shall be stored separately and handled in such a manner as to prevent the inter mixed on different aggregates. If the aggregates are covered with dust, they shall be washed with water to make them clean.

M-5B BLACK TRAP OR EQUIVALENT HARD STONE COARSE :

- 5B.1 Aggregate for Design Mix concrete : Coarse aggregate shall be of machine crushed stone of black trap or equivalent hard stone and be hard, strong, dense, durable clean and free from skin and coating likely to prevent proper adhesion of mortar.
- 5B.2 The aggregates shall generally be cubical in shape. Unless special stones of particular quarries are mentioned, aggregates shall be machine crushed from the best, black trap or equivalent hard stones as approved. Aggregate shall have no deleterious reaction with cement.
- 5B.3 The necessary tests indicated in I. S. 383-1970 and I.S.456-1978 shall have to be carried out to ensure the acceptability of the material.
- 5B.4 If aggregate is covered with dust it shall be washed with water to make it clean.

M-6 BRICKS :

- 6.1 The bricks shall be hard or machine moulded and made from suitable soils and kiln burnt. They shall be free from cracks and flaws and nodules of free lime. They shall have smooth rectangular faces with sharp corners and shall be of uniform colour.
- The bricks shall be moulded with a frog of 100 mm x 40 mm and 10 mm to 20 mm deep on one of its flat sides. The bricks shall not break when thrown on the ground from a height of 600 mm.
- 6.2 The size of modular bricks shall be 190 mm x 90 mm.
- 6.3 The size of the conventional bricks shall be as under :
- $$\left(9'' \times \frac{4\frac{3}{4}}{4} \times \frac{2\frac{3}{4}}{4} \right) 225 \times 110 \times 25 \text{ mm.}$$
- 6.4 Only bricks of one standard size shall be used on one work. The following tolerance shall be permitted in the conventional size adopted in a particular work.
Length : = 1/8" (3.0 mm) Width : = 1/16" (1.50 mm)
Height : = 1/16" (1.50 mm)
- 6.5 The crushing strength of the bricks shall not be less than 35 Kg/Sq.cm. The average water absorption shall not be more than 20 percent by weight. Necessary tests for crushing strength and water absorption etc. shall be carried out as per I.S. 3495 (Part-I to IV) - 1976.

M-6A FLY-ASH LIME BRICKS :

The fly ash lime bricks shall conform to Grade-1 or Grade-2 of IS-3812-1981. The frog of the 80 to 100 mm x 40 mm x 10 to 20 mm size.

The size of modular bricks shall be 190 mm x 90 mm x 90 mm.

The size of conventional brick shall be 225 mm x 110 mm x 75 mm.

Only bricks of one standard size shall used on one work. The following tolerances shall permitted in the conventional size adopted in a particular work:

Length : + 3 mm
Width : + 3 mm

Height : + 2 mm

The physical characteristic of bricks shall be as follows.

The minimum compressive strength of fly ash lime bricks shall not be less than 75 Kg/Sq.Cm. and the test shall be conform to IS-3495 (Part-I):1992.

The average drying shrinkage of the brick when tested by the method described in IS 4139-1989 being shall not exceed 0.15 percent.

The averages water absorption not more than 20 percentage by mass and the test shall conform to IS-3495 (Part-3):1992.

M-7 MILD STEEL BARS :

- 7.1 Mild steel bars reinforcement for R.C.C. work shall conform to I.S. 432 (Part-II) 1966 and shall be tested quality. It shall comply with relevant part of I.S.456-1978.
- 7.2 All the reinforcement shall be clean and free from dirt, paint, grease, mill scale or loose of thick rust at the time of placing.
- 7.3 For the purpose of payment the bar shall be measured correct upto 10 mm length and weight payable worked out the rate specified below :

1. 6 mm	0.22 Kg./Rmt.	8. 20 mm	2.47 Kg./Rmt.
2. 8 mm	0.39 Kg./Rmt.	9. 22 mm	2.98 Kg./Rmt.
3. 10 mm	0.62 Kg./Rmt.	10. 25 mm	3.35 Kg./Rmt.
4. 12 mm	0.89 Kg./Rmt.	11. 28 mm	4.83 Kg./Rmt.
5. 14 mm	1.21 Kg./Rmt.	12. 32 mm	6.31 Kg./Rmt.
6. 16 mm	1.58 Kg./Rmt.	13. 36 mm	7.31 Kg./Rmt.
7. 18 mm	2.00 Kg./Rmt.	14. 40 mm	9.86 Kg./Rmt.

M-8 TMT FE-500 STEEL BARS FOR REINFORCEMENT:

- 8.1 Reinforcement bars shall conform to IS-432, IS-226 or IS-1786 with its latest amendment and welded wire fabrics to IS : 1566. Only TMT bars for reinforcement in RCC duct shall be used which shall be clean, free from pitting, oil, grease, paint, loose mill scale, rust, dirty dust or any other such substance that will destroy or reduce bond.

It permitted by the Engineer-in-charge reinforcement shall be done in accordance with IS-2751 or IS-9147 as applicable.

- 8.2 Other provision and requirements shall conform to specification No. M-7 for mild steel bars.

M-9 MILD STEEL BINDING WIRE :

- 9.1 The mild steel wire shall be of 1.63 mm or 1.22 mm (16 or 18 gauge) diameter and shall conform to I.S. 280-1972.

- 9.2 The use of black wire will be permitted for binding reinforcement bars. It shall be free from rust, oil paint grease, loose mill scale or any other undesirable coating which may prevent adhesion of cement mortar.

M-10 STRUCTURE STEEL :

- 10.1 All structural steel conform to I.S.226 - 1965. The steel shall be free from the defects mentioned in I.S. 226-1975 and shall have a smooth finish. The material shall be free from loose mill scale, rust pits or other defects affecting the strength and durability. Rivet bars shall conform to I.S. 1148-1973.
- 10.2 When the steel is supplied by the contractor test certificate of the manufacturers shall be obtained according to I.S. 226-1975 and other relevant Indian Standards.

M-11 SHUTTERING :

- 11.1 The shuttering shall be either of wooden planking of 30 mm. minimum thickness with or without steel lining or of steel plates stiffened by steel angles. The shuttering shall be supported on battens and beams and props of vertical ballies properly cross braced together so as to make the centering rigid. In places of bullie props, brick pillar of adequate section built in mud mortar may be used.
- 11.2 The form work shall be sufficiently strong and shall have camber, so that it assumes correct shape after deposition of the concrete and shall be able to resist forces caused by vibration of live load of men working over it and other incidental loads associated with it. The shuttering shall have smooth and even surface and its joints shall not permit leakage of cement grout.
- 11.3 If at any stage of work during or after placing concrete in the structure, the form sags or bulges out beyond the required shape of the structure, the concrete shall be removed and work redone with fresh concrete and adequately rigid form work. The complete form work shall be got inspected by and got approved from the Engineer-in-charge, before the reinforcement bars are placed in position.
- 11.4 The props shall consist of bullies having 100 mm minimum diameter measured at mid length and 80 mm at thin end and shall be placed as per design requirement. These shall rest squarely on wooden sole plates 40 mm thick and minimum bearing area of 0.10 Sq.m. laid on sufficiently hard base.
- 11.5 Double wedges shall further be provided between the sole plate and the wooden props so as to facilitate tightening and easing of shuttering without jerking the concrete.
- 11.6 The timber used in shuttering shall not be so dry as to absorb water from concrete and swell or bulge nor so wet to shrink after erection. The timber shall be properly sawn and planned on the sides and the surface coming in contract with concrete. Wooden form work with metal sheet lining or steel plates stiffened by steel angles shall be permitted.
- 11.7 As far as practicable, clamps shall be used to hold the forms together and use of nails and spikes avoided.
- 11.8 The surface of timber shuttering that would come in contact with concrete shall be well wetted and coated with soap solution before the concreting is done. Alternatively coat of raw linseed oil or oil of approved manufacture may be applied in place of soap solution. In case of steel

shuttering either soap solution or raw linseed oil shall be applied after thoroughly cleaning the surface. Under no circumstances black or burnt oil shall be permitted.

- 11.9 The shuttering for beams and slabs shall have camber of 4 mm per meter (1 in 250) or as directed by the Engineer-in-charge so as to offset of subsequent deflection for cantilevers the camber at free end shall be 1/50 of the projected length or as directed by the Engineer-in-charge.

M-12 HARD DRAWN WIRE :

The Hard drawn steel wire should confirming to IS-432 (Part 2), Hard drawn steel wire shall be manufacture and its chemical composition should be as per para 3.0. The finished wire should be free from defects and finished in a workman like manner. Nominal sizes, Tolerances, Physical requirements are as per IS : 432 (Part-II) latest edition. Hard drawn steel wire should be tested as specified in IS : 432 (Part-II) latest edition.

Note : All the B.I.S. mentioned above shall be with its latest addition as well as amendment.

D-1 : EXCAVATION FOR PIPELINE TRENCHES

SECTION - D: 1

D.1.1 GENERAL :

- D.1.1.1 Any soil which generally yields to the application of pickaxes and shovels or jumpers or scarifies phawaraa rakes or any such excavating implement or organic soil, gravel, silt, sand, tuff loam, clay, peat etc., fall under this category.

D.1.2 CLEARING OF SITES :

- D.1.2.1 The site on which the drain is to be laid as shown on plan and the area required for setting out and other operation shall be cleared and all obstructions, loose stones and materials, rubbish of all kinds, stumps, brushwood as well as all trees, shall be removed as directed. The roots shall be entirely grubbed up.
- D.1.2.2 The products of the clearing to be stacked in such a place and in such a manner, as directed by the Engineer-in-charge.
- D.1.2.3 In Jungle clearings, all trees not specially marked for preservation, bamboos, Junglewood and brushwood shall be cut and their roots grubbed-up. All wood and material from the clearing shall be the property of GMC and shall be arranged as directed the GMC Engineer or his authorised agent. The materials found to be usefully by the Engineer will be conveyed and properly stacked as directed within the specified limit. Useless materials will be burnt or otherwise disposed off as directed, by the Engineer-in-charge.
- D.1.2.4 All holes or hollows, whether originally existing or produced by drawing-up roots, shall be carefully filled up with earth, well rammed and leveled off, as may be directed.

D.1.3 SETTING OUT :

- D.1.3.1 All the centre line of drain trenches shall be given by the Engineer-in-charge and it will be the responsibility of the contractor to install substantial reference marks, bench marks etc. and maintain them as long as required true to line, level, curve & slopes. The contractor shall assume full responsibility for alignment, elevation and dimensions of each and all parts of the work. The labour, materials etc. required for setting out and establishing bench marks and other reference marks shall be arranged by the contractor at his own cost.

D.1.4 EXCAVATION :

- D.1.4.1 The excavation for the drain trenches shall include removal of all materials of whatsoever nature and whether wet or dry, necessary for the laying of pipe lines and sub-structure exactly in accordance with lines, levels, grades and curves shown on the plans L-sections or as directed by the Engineer-in-charge. Trenches shall be excavated to the exact width at of lowest portion of the trench and the side slopes as (1:0.5). The contractor shall notify the Engineer before starting excavation to enable him to take cross sectional levels for purpose of measurements before the ground is disturbed.
- D.1.4.2 Excavation shall be carried out in stratas specified in item of schedule 'B'. The lift will be also as specified in Schedule 'B'. Tunneling in case of laying of deep sewers in place of open excavation shall be allowed up to 2 metre length with the permission by the Engineer-in-charge. Contractor shall, as far as possible avoid tunneling at the joints of pipes. In such case, the levels and gradients of drain to be laid shall be properly attained and shall be got thoroughly checked by the contractor through the Engineer-in-charge. Payment of tunneling shall be made as per the rate for open excavation including dewatering etc. as mentioned in the item specification. No deduction or extra payment shall be made in case of tunneling. Excavated material shall be stacked at a minimum distance of 1.5 meters away from the edge of the trench or as directed. Sight rails and boning rods shall be used for checking the gradients of bed or trenches. Before the trench excavation is started, sight rails made of good timber shall fixed truly vertical at a uniform height, above the invert as per the instruction of the Engineer-in-charge. The centre line shall be clearly marked on the sight rails. Depth of excavation shall be checked by boning rods of suitable size and length as per instructions of the Engineer-in-charge. All the sight rails shall be painted alternatively with two different colours so as to provide better visibility.
- D.1.4.3 The bottom of the trenches shall be leveled both longitudinally and transversely or stepped as directed by the Engineer. The contractor shall, at his own cost, remove such portion of boulders or rock, as required to make the bottom of the trench level. No filling shall be allowed to being the bottom of the trench in level. If by contractor's mistake, Excavation is made deeper than shown on the plan ordered by the Engineer, the extra depth stuff duly watered and rammed as directed by the Engineer as at the cost of the contractor. All rock or other hard foundation shall be cleared off, all soft and loose material cut to a firm surface, either level, stepped as directed by the Engineer. The Engineer may order such changes in the dimensions and elevation of bottom of trenches and may be deemed necessary to secure satisfactory laying of pipe lines. The contractor shall at his own expense, make provision for all pumping, dredging bailing out of draining water and the trenches shall be kept free of water, during construction work.
- D.1.4.4 After each excavation is completed, the contractor shall notify the Engineer to that effect and no trench will be allowed to be filled up until the Engineer or his authorised agent approved the depths and dimensions of excavation and the nature of the strata met with and the level and/or measurements are recorded.
- D.1.4.5 The work measured shall be maintained till completion and in case of collapse of sides or bottom of trenches due to any reasons, it shall be made good without any extra cost.

D.1.5 PROTECTION :

- D.1.5.1 The drain trenches, shall be strongly fenced and red light signals shall be kept at night in charge of watchmen to prevent accidents. Sufficient care and protective measure shall be taken to see that the excavation shall not affect or damage the adjoining structure. The

contractor shall be entirely responsible for any injury to life and damage to the properties etc. Necessary protection work such as guide ropes, crossing places, barricades, caution Boards etc. shall be provided by the Contractor. The wooden planks for crossing trenches by public as per requirement shall be provided by the contractor without any extra cost.

D.1.6 ADDITIONAL REQUIREMENTS :

- D.1.6.1 At the joints drain the trench shall be excavated to an additional depth of 15 cms. and width of 30 cms. and length of 15 cms. beyond the edge of collar on both the sides or as directed by Engineer-in-charge. The rate includes for such extra excavation made at the joints. The trenches shall be excavated perfectly in straight line. The bottom of trench shall be kept as per invert level or as directed. In obtaining formation on the bottom trench, the usual method of sight rails and boning rods shall adopted. The contractor shall have to provide and fix and maintain sight rails and boning rod without any extra cost.
- D.1.6.2 If contractor fails or makes delay to give the hydraulic test of the pipe line laid line any of the section, without any genuine reasons, he shall be responsible to get reexcavate any part of the length of trenches refill in such case (i.e. before testing for safety of pedestrian and / or vehicular traffic) as found necessary be the Engineer-in-charge without any extra cost, if found necessary and as directed by the Engineer-in-charge. The contractor shall have to excavated the refilled trenches, during hydraulic test without any extra cost.
- D.1.6.3 In case of excavation across a road, permission of road authorities shall have to be obtained. At all road crossings, trenches shall be excavated only for half width of the road and pipe shall be laid. The other half shall be excavated only after back filling over the laid pipe line making it suitable for the traffic. The contractor shall provided diversion when the pipe line is to be laid along the road as required and shall maintain the diversion or any part of it, of damaged without any extra cost. At all road crossings, the pipe shall be laid below the crust of the road.
- D.1.6.4 The contractor shall break the road surface by Excavation of chiseling to the exact width and length as shown on the drawing or as directed by the Engineer-in-charge. Separate provision for additional labour in breaking, removing of pavement is made and under this item quantities of excavation shall be including depth of such pavement removed.
- D.1.6.5 The excavated stuff shall be deposited in uniform layers to avoid mixing with other kind of materials at no objectionable place or as directed by the Engineer-in-charge.
- D.1.6.6 The contractor shall have to make his own arrangements for taking trial pits etc. at his own cost, as directed by the Engineer-in-charge.
- D.1.6.7 If necessary, temporary arrangements shall have to be made to divert or convey across all natural water ways or build up drains etc. without any extra cost.
- D.1.6.8 All water pipes, cables, any structure shall be protected by the contractor as directed by the Engineer-in-charge, if met during excavation. Any damage caused shall be rectified without any extra cost.
- D.1.6.9 Breaking of brick structures/R.C.C. works, cement concrete etc. coming in excavation shall be considered as excavation in strata shown in the item, as above and will be paid at the same rate.
- D.1.6.10 All safety precautions shall have to be made by the Contractor including shoring and strutting.

- D.1.6.11 The excavation in narrow streets, lanes shall have to be carried out with full precautions so as that no property may be damaged. Any compensation to be paid to the other party will be paid by the contractor for which the GMC will not be responsible.
- D.1.6.12 All obstacles, structures etc. shall be removed and made good without further claim or extra cost.
- D.1.7 CLASSIFICATION OF STRATA :**
- D.1.7.1 The decision regarding classification of strata shall rest with the Engineer-in-charge and his decision shall be final and binding to the contractor.
- D.1.7.2 All the materials encountered in the excavation shall be classified as under.
- D.1.7.3 All sorts of soil, sand, gravel and other similar soft and loose materials these will include all materials of an earthy or sandy nature which can be easily ploughed or small shingle and gravel which can be easily removed of shall boulders not exceeding 0.30 Cu.m. or 30 litres (about one Cft.) occurring in such strata will be included in the rate for this item.
- D.1.7.4 Soft Murrum :**
- D.1.7.4.1 This shall include materials which can be easily removed with the shovel after loosening with a pick.
- D.1.7.5 Hard Murrum :**
- D.1.7.5.1 This shall include all kinds of disintegrated rock or shale or inundated clay from boulders, larger than 0.30 Cu.m. or 30 litres (about one Cft.) and which can be removed with pick and shovel though not without some difficulty any which do not require blasting.
- D.1.7.6 Hard Murrum and Boulders :**
- D.1.7.6.1 This shall include all kinds of disintegrated rock or shale or inundated clay interspersed with boulders less than half (0.5) a cubic meter (about half Ci.cft.) and large than 0.30 Cu.m. or 30 litres (approx. one Cft.) which do not normally required blasting and can be removed with pick, bar wedge and hammer.
- Boulders bigger than 0.5 Cu.m. will be paid for as soft or hard rock according to as it is soft or hard-rock.
- D.1.7.7 Soft Rock :**
- D.1.7.7.1 This shall include all materials which is rock or hard conglomerate, all decomposed and watered rock, highly fissured rock, old masonry and also soft rock boulders bigger than 0.5 Cubic meter and other varieties of rock which do not require blasting and which can be removed with rock, crow bars, wedges and hammer with some difficulty.
- D.1.7.8 Hard Rock (Blasted)**
- D.1.7.8.1 This shall include all rocks, occurring in masses which could best be removed blasting and where in the opinion of the Engineer, blasting is necessary and is permissible.
- D.1.7.9 Hard Rock (Chiseled, Wedge or Line Drilled)**

D.1.7.9.1 This shall include all rock, occurring in masses or boulders bigger than half cubic meter size each, which can best be removed by blasting but which owing to the proximity or structures, possibility of shattering the rock below or for any other reasons should be cut by means of cold chisels or wedges or line drilling.

D.1.7.10 Laterite :

D.1.7.10.1 This shall include laterite rock soft and hard which can be removed with hammer, chisels, crow or by blasting. Lateritic murrum which has not hardened into stone shall be classified as hard murrum.

D.1.7.10.2 The classification of various strata met with during excavation will be decided by the Engineer-in-charge and his decision shall be final and binding on the contractor.

D.1.7.10.3 Rock referred to above would include Basalt, Trap, Granite, Quartzite, Gneiss, laterite and other types.

D.1.7.10.4 The use of explosive in excavation will not be considered as a reason for other classification than the above unless clearly necessary in the opinion of Engineer-in-charge.

D.1.8 DISPOSAL OF EXCAVATED STUFF :

D.1.8.1 The surplus excavated earth, after backfilling the trenches shall have to be removed from the site as directed.

D.1.8.2 After compaction and consolidation, if any shortfall of earth is found then contractor has to bring the same to the required quantity in order to meet shortfall at his own cost. Moreover, if any settlement of road after reinstatement is observed during the defect liability period of the work. Contractor shall be fully responsible for the defective work and patches / depression / settlement shall be repaired with quarry spoil or metal at contractor's own cost. If contractor fails to repair the patches/ depression / settlement in time, GMC will repair it at all risk and cost of contractor.

Surplus earth shall not be disposed off in a way that leads to nuisance to the public or GMC.

D.1.8.3 The site should be cleared of all debris on completion of work.

D.1.9 MEASUREMENT AND PAYMENT :

D.1.9.1 The payment of various classes of excavation, depending upon the depth of excavation, shall be made at the unit rate per cubic meter for the quantity actually excavated and accepted by the Engineer limited to dimensions shown in the sanctioned plans L-Section or as directed by the Engineer. Excavation in excess of the sanctioned dimensions shall not be measured nor paid for and if so ordered by the Engineer. The contractor shall have to fill up the excess depth with selected excavated stuff duly watered and rammed as directed by the Engineer-in-charge without any extra payment to the Contractor.

D.1.9.2 Dimension shall be measured correct to two places of decimals of a meter and individual quantity shall be calculated to two places of decimals of a cubic meter.

D.1.9.3 The rate for the item of excavation shall include (Unless and otherwise mentioned).
(a) Clearing of site.

- (b) Setting out work including all materials and labour.
- (c) Refilling the pipeline trenches.
- (d) Light compaction of bottom of the trench if required.
- (e) Excavation & removal, sorting and stacking of all excavated stuff as directed.
- (f) Necessary protection arrangements including labour, materials equipment etc. to ensure safety and protection against risk or accident.
- (g) Providing facilities for inspection and measurements at any time by the concerned GMC Officials.
- (h) Compensation for injury to life and damage to property if caused during progress of work.
- (g) No stacking of excavated earth will be allowed on the road during the execution. The contractor will have to cart the earth to designated stacking plot to be arranged by the contractor and will have to be re-cart the back fill material after laying and jointing of pipe is completed. No extra payment for carting and re-carting will be made and this shall be deemed to be part of item for excavation i.e. item no. 1 & 9 of bill of quantities.

D.1.9.3.1 The measurement of item shall exclude the quantity of excavation carried out for Machinehole.

D.1.9.4 Penalty :

Penalty for no barricading shall be Rs. 200 per Rmt. In case the contractor does not provided barricading and other safety measures. The same shall be carried out by GMC at risk and cost of contractor. 1.5 times the actual cost incurred shall be recovered.

D-2 : BACKFILLING

SECTION - D: 2

D.2.1 GENERAL

- D.2.1.1 All fill material will be subject to Engineer's approval. If any material is rejected by Engineer, contractor shall remove the same forthwith from the site at no extra cost to the owner. Surplus fill material shall be deposited / disposed off as directed by Engineer after the fill work is completed upto a distance of 5 Km for which separate payment will be paid under the corresponding item.
- D.2.1.2 No earth fill shall commence until surface water discharges and streams have been properly intercepted or otherwise dealt with as directed by Engineer.

D.2.2 MATERIAL

- D.2.2.1 To the extent available, selected surplus soils from excavated materials shall be used as backfill. Fill material shall be free from clods, salts, sulphates, organic or other foreign material. All clods of earth shall be broken or removed. Where excavated material is mostly rock, the bounders shall be broken into pieces not larger than 150 mm size, mixed with properly graded fine material consisting of murrum or earth fill up the voids and the mixture used for filling.
- D.2.3 If any selected fill material is required to be borrowed, Contractor shall make arrangements for bringing such material from outside borrow pits. The material and source shall be subject to prior approval of Engineer. The approved borrow pit area shall be cleared of all bushes, roots of trees, plants, rubbish etc, top soil containing salts / sulphate and other foreign material shall be removed. The materials so removed shall be burnt or disposed off as directed by Engineer. Contractor shall make necessary access to borrow areas and maintain the same, if such access road does not exist, at his cost.
- D.2.4 FILLING IN PITS AND TRENCHES AROUND FOUNDATIONS OF STRUCTURES, WALLS ETC.**
- D.2.4.1 As soon as the work in foundations has been accepted and measured, the spaces around the foundations, structures, pits, trenches etc. shall be cleaned of all debris, and filled with earth in layers not exceeding 20 cm, each layer being watered, rammed and properly consolidated, before the succeeding one is laid. Each layer shall be consolidated to the satisfaction of Engineer. Earth shall be rammed with approved mechanical compaction machines if instructed. Usually no manual compaction shall be allowed unless Engineer is satisfied that in some cases manual compaction by tampers cannot be avoided. The final backfill surface shall be trimmed and leveled to proper profile as directed by Engineer or indicated on the drawing.

D.2.5 FILLING IN TRENCHES

- D.2.5.1 Filling in trenches for pipes and drains shall be commenced as soon as the joints of pipes and drains have been tested and passed. The backfilling material shall be properly consolidated by watering and ramming, taking due care that no damage is caused to the pipes.
- D.2.5.1.2 Where the trenches are excavated in soil, the filling from the bottom of the trench to the level of the centreline of the pipe shall be done by hand compaction with selected approved earth in layers not exceeding 8 cm; backfilling above the level of the centreline of the pipe shall also be done with selected earth by hand compaction or other approved means in layers not exceeding 20 cm.
- D.2.5.1.3 In case of excavation of trenches in rock, the filling upto a level 30 cm above the top of the pipe shall be done with fine materials, such as earth, moorum etc. The filling up of the level of the centreline of the pipe shall be done by hand compaction in layers not exceeding 20 cm. Also the filling above the centreline of the pipe shall be done by hand compaction or approved means in layers not exceeding 20 cm. The filling from a level 30 cm. Above the top of the trench shall be done by hand or other approved mechanical methods with broken rock filling of size not exceeding 20 cm mixed with fine material as available to fill up the voids.
- D.2.5.1.4 Filling of the trenches shall be carried simultaneously on both sides of the pipe to avoid unequal pressure on the pipe.

D.2.6 GENERAL SITE GRADING

- D.2.6.1 Site grading shall be carried out as indicated in the drawings and as directed by Engineer. Excavation shall be carried out as specified in the specification. Filling and compaction shall be carried out as specified elsewhere unless otherwise indicated below.
- D.2.6.2 If no compaction is called for, the fill may be deposited to the full height in one operation and levelled. If the fill has to be compacted, it shall be placed in layers not exceeding 200 mm and leveled uniformly and compacted as indicated in before the next layer is deposited.
- D.2.6.3 To ensure that the fill has been compacted as specified, field and laboratory tests shall be carried out by Contractor at his cost.
- D.2.6.4 Field compaction test shall be carried out at different stages of filling and also after the entire height has been completed. This shall hold good for embankments as well.
- D.2.6.5 Contractor shall protect the earth fill from being washed away by rain or damaged in any other way. Should any slip occur, Contractor shall remove the affected material and make good the slip at his cost.
- D.2.6.6 The fill shall be carried out to such dimensions and levels as indicated on the drawings after the stipulated compaction. The fill will be considered as incomplete if the desired compaction has not been obtained.
- D.2.6.7 If specifically permitted by Engineer, compaction can be obtained by allowing loaded trucks conveying fill or other material to ply over the fill area. Even if such a method is permitted, it will be for contractor of demonstrate that the desired / specified compaction has been obtained. In order that the fill may be reasonably uniform throughout, the material should be dumped in place in approximately uniform layers. Traffic over the fill shall then be so routed to compact the area uniformly throughout.
- D.2.6.8 If so specified, the rock as obtained from excavation may be used for filling and leveling to

indicate grades without further breaking. In such an event, filling layers not exceeding 50 cms approximately. After rock filling the void in the rocks shall be filled with finer materials such as earth, broken stone etc. and the area flooded so that the finer materials fill up the voids. Care shall be taken to ensure that the finer fill material does not get washed out. Over the layer so filled, a 100 mm thick mixed layer of broken materials and earth shall be laid and consolidation carried out by a 12 tonne roller. No less than twelve passes of the roller shall be accepted before subsequent similar operations are taken up.

D.2.6.9 **Fill Density- deleted**

D.2.6.9.1 The compaction, only where so called for, in the schedule of quantities / items shall comply with the specified (Standard Proctor / modified Proctor) density at moisture content differing not more than 4 percent from the optimum moisture content. Contractor shall demonstrate adequately at his cost, by field and laboratory tests that the specified density has been obtained.

D.2.6.10 Lead

D.2.6.10.1 Lead for deposition / disposal of excavated material, shall be as specified in the respective item of work. For the purpose of measurement of lead, the area to be excavated or filled or area on which excavated material is to be deposited / disposed off shall be divided into suitable blocks and for each of the blocks, the distance between centerlines shall be taken as the lead which shall be measured by the shortest straight line route taken by Contractor. No extra compensation is admissible on the grounds that the lead including that for borrowed material had to be transported over marshy or 'katcha' land / route.

D.2.6.11 Measurement and Payment

D.2.6.11.1 No extra payment shall be made for refilling The cost of backfilling is included in rate of excavation.

D.2.6.11.2 Penalty for improper watering and compaction will be Rs. 350/Tanker required and rent for roller @ Rs. 20 per sq.m.

In case the watering and compaction of the backfilled material is not as per the specifications, GMC will carry out the same through own resources. A rate of Rs. 350 per water tanker and Rs. 20 per sq.m. for rolling and compacting will be recovered from the contractor.

D-3 : SHORING AND STRUTTING

SECTION - D: 3

D.3.1 GENERAL :

- D.3.1.1 This item is applicable only when the trench having more than 5.0 mt. depth and if the sides of trenches cannot be sloped or stepped due to any reason and the Engineer-in-charge feel the necessity for safety of trench and adjacent property and traffic. The Contractor should have to take previous approval from Engineer-in-charge before commencing this item.

D.3.2 MATERIALS :

- D.3.2.1 Sheathing, planks, wales, struts etc. required for shoring and strutting shall be of approved quality of wood or structural steel as per requirements of IS-3764-1966.

D.3.3 WORKMANSHIP :

- D.3.3.1 The Contractor before execution shall get approval of design of shoring from Engineer-in-charge. The shoring shall be of sufficient strength to resist side pressure and ensure safety from slips and below and to prevent damage to work and to prevent injury to persons. It shall be removed after getting permission of Engineer-in-charge, after all items for which it is required area completed. Shoring and strutting shall conform to IS - 3764 - 1966 or its latest version.
- D.3.3.2 The sheeting shall be placed against the side of trench so that length of each piece of sheeting is vertical. The sheeting shall be held securely in place against the Wales by ensuring that sheeting is kept firmly placed against the wall of the trench. Where the trench is excavated in loose, sandy or soft soil or soil which has been previously excavated or soil which is under hydrostatic pressure, each piece of sheeting shall be driven into the bottom of trench so has to be firmly held in place.
- D.3.3.3 Where two or more pieces of sheeting are used one above another, the sheeting shall be so arranged that the lower piece of sheeting overlap the lowest Wales supporting the pieces of sheeting next above next above it. These pieces of sheeting shall be firmly driven in to the soil and securely supported by Wales and struts as the trench is made deeper.
- D.3.3.4 The wales shall be supported parallel to the bottom or the proposed bottom of the trench. Each wale shall be supported on cleats spliced to the sheathing or by posts set on the wales next below it and in the case of lowest wale on the bottom of the trench itself. Where necessary, wedges may be provided between a wale and sheathing is supports to that roughly uniform support is given to all individual pieces of sheathing.
- D.3.3.5 Struts shall be horizontal and at right angles to the wales of sheathing supported thereby. Struts shall be cut to the proper length required to fit in tightly between wales, where necessary, the struts shall be held securely in place by wedges, driven between struts and the wales. Struts shall be placed on cleats spliced or bolted to posts supporting wales.
- D.3.3.6 The sizes and spacing of sheathing, wales struts and wedges used for shoring and timbering for different depth shall conform the requirement of IS-3764-1966 or its latest version.

- D.3.3.7 The extra width of excavation that may be deemed necessary for the purpose of shoring and strutting will be under-stood to be covered in the rate for item of shoring and strutting for drain side.
- D.3.3.8 The contractor shall have to make all the necessary arrangements while removing shoring strutting. However, if contractor fails to remove the shoring strutting safely, the GMC shall not be responsible for any type of damages and contractor shall have to bear all the cost for the same and the GMC shall not pay any extra payment for the same.
- D.3.3.9 Shoring and strutting shall be close or open depending on the nature of soil and the depth of trench. The type of shoring and strutting shall be determined by the Engineer in charge. It shall be the responsibility of the contractor to take all necessary steps to prevent the sides of trenches from collapse. Engineer in charge should take guidance from IS : 3764-1966 for designing the shoring and strutting arrangements and specifying the profile of excavation.
- D.3.4 Measurement :**
- D.3.4.1 The item includes all labours, materials, equipments, tools etc. complete for whole the period for satisfactory completion of the item.
- D.3.4.2 No extra payment shall be given for shoring & strutting. The shoring & strutting is included in item of excavation.
- D.3.4.3 No payment shall be made to any wood which has been left out by the contractor while removing the shoring, strutting etc.

D-4 : DEWATERING

SECTION - D: 4

D.4.1 SCOPE

D.4.1.1 This specification covers the general requirements of dewatering excavations in general.

D.4.2 GENERAL

D.4.2.1 All excavations shall be kept free of water. Grading in the vicinity of excavations shall be controlled to prevent surface water running into excavated areas. Contractor shall remove by pumping or other means approved by Engineer any water inclusive of rain water and subsoil water accumulated in excavation and keep all excavations dewatered until the foundation work is completed and backfilled. Sumps made for dewatering must be kept clear of the excavations / trenches required for further work. Method of pumping shall be approved by Engineer but any case, the pumping arrangement shall be such that there shall be no movement of subsoil or blowing in due to differential head of water during pumping. Pumping arrangements shall be adequate to ensure no delays in construction.

D.4.2.2 Contractor shall visit the site and carry out necessary tests to work out the cost. GMC will not be responsible for subsoil survey or any data given in tender document. Contractor is deemed to have inspected and examined the site and its surroundings and to have satisfied himself to the nature of site before submitting his tender.

D.4.2.3 When there is a continuous inflow of water and quantum of water to be handled is considered in the opinion of Engineer, as large, well point system – single stage or multistage, shall be adopted. Contractor shall submit to Engineer his scheme of well point system including the stages, the spacing, number and diameter of well points, heads etc. and the number, capacity and location of pumps of approval. Unless separately provided for in the schedule of prices the cost of dewatering shall be included in the item rate for excavation.

D.4.3 MEASUREMENT

Dewatering is deemed to have been included in the unit rates quoted for excavation.

D-5 : EXCAVATION OF ASPHALT PAVEMENT REINSTATEMENT OF PAVEMENT

SECTION - D: 5

(A) EXCAVATION OF ASPHALT PAVEMENT

- D.5.1 Under this item contractor shall demolish existing asphalt or WBM pavement met with during laying of RCC pipe.
- D.5.2 Only area of pavement intercepted in pipe laying shall be demolished. If excess area is demolished same shall be reinstated by the contractor.
- D.5.3 Demolished material like asphalt pavement lump and metal shall be stacked separately as directed by the Engineer, so that it can be reused in doing the pavement on completion of laying the pipe.
- D.5.4 Work done to the extent of requirement for laying of pipeline and as per specifications shall be measured in sq.m. and paid at the tender rate.

(B) REINSTATEMENT OF ASPHALT PAVEMENT :

D.5.5 SCOPE

D.5.6 General

The scope includes the reinstatement of asphalt Pavement of design thickness crossing the sewerage pipelines.

D.5.7 Reinstatement

After the work of laying and jointing of pipeline is completed, the earthwork, murrum surface,soiling and asphalt surface will be reconstructed as per the designed thickness as directed and using with old metalling material for soling and Any extra metal required shall be brought to contractor at own cost this includes necessary excavation ,watering, consolidation using excavated road materials like spouls ,metals including carting/recarting the material. On the prepared soiling surface BUSG shall be carried out with New black trap metal,Key aggregate Bitumen as per MoRTH clause 506. The surface will be maintained till the work is completed. The measurement will be paid on square meter basis for all the types of surfaces constructed including earthwork.

- D.5.8 The payment for reinstatement of asphalt road payment will be made on sq.mt. basis of the work carried out as per the design and direction of engineer –in-charge
- D.5.9 Penalty for incomplete reinstatement work shall be recovered @ 1.5 times the actual expense incurred by GMC.

D-6 : JUNCTION MACHINEHOLE, SCRAPER MACHINEHOLE & FRC MACHINEHOLE SEAT AND COVER

SECTION - D: 6

D.6.0 MATERIALS :

Water shall conform to M-1, Cement Conform to M-3, Stone coarse aggregate of 20 mm nominal size shall conform to M-12, Grit shall conform to M-8, Steel reinforcement shall conform to M-18-19. Flyash brick shall conform to M-15A, Cement mortar of specified perportion shall conform to M-11.

Machinehole cover with frame of required size and weight shall be procured by the contractor.

D.6.1 WORKMANSHIP :

The Machinehole of different types and sizes as specified shall be constructed in sewer line at such place and to such levels and dimension as shown in drawing or as directed.

Excavation :- The excavation for construction of Machinehole including dismantling of all types of roads surface guarding, barricading, lightening the trenches, dewatering if required, removing and replacing, shifting of telephone/electric cables, pipe line etc. and all other safety provisions like shoring and strutting etc. till refilling of trenches and completion of Machinehole construction, stacking of excavated stuff within the specified lead, back filling of selected excavated earth, watering and consideration etc. complete shall be carried out as per relevant specification of Excavation.

Concrete work :- The bed concrete in P.C.C. (1:4:8), benching concrete for channel in C.C. (1:2:4) and RCC slab in (1:2:4) by volume with necessary centering and shuttering work shall be provided. It should be placed deemed and or vibrated and cured as directed by engineer in charge.

D.6.2 REINFORCEMENT :

All the reinforcement bars shall be accurately placed in exact position shown on the drawings and shall be securely held in position during placing of concrete by annealed No. 1 binding wire not less than 1 mm is size and by using stay block or metal chair spacers, metal hangers, supporting wires or other approved devices at sufficiently close intervals. Bars shall not be allowed to sag between supports nor displaced during concrete of any other operation of the work. Reinforcement after being placed in position shall be maintained in a clean condition until completely embedded in concrete. Special care shall be exercised to prevent any displacement of reinforcement in concrete already placed. To prevent reinforcement from corrosion, concrete cover shall be provided as indicated on drawings.

Bars shall be bend cold to specified shape and dimensions or as directed, attain proper radius of bends, Bars shall not be bent or straightened in a manner that will injure the materials. Bars bend during transport or handling shall be straightened before being used on the work. Unless otherwise specified for mild steel a 'U' type hook at the end of each bar shall invariably be provided to main reinforcement.

In case which are not round and in case of deformed bars, the diameter shall be taken as the diameter of circle having an equivalent effective area. The cold twisted steel bars shall

be used or without hooks at the ends. Deformed bars without hooks shall however, comply with relevant anchorage requirements.

Bars crossing each other where required shall be secured by binding wires (annealed) of size not less than 1 mm 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 not possible overlapping of bars shall be done as directed. The overlaps shall be staggered for different bars and located at points along the span where shear not bending moment is maximum.

When permitted or specified on the drawings joints of reinforcement bars shall butt welded so as to transmit their full stresses. Welded joints shall preferably located at points when steel will not be subject to more than 75 percent of the maximum permissible stresses and welds so staggered that at any one section not more than 20 percent of the rods are welded. It shall be ensured that no voids are left in welding and when welding is done in two or three 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.

D.6.3 BRICK MASONARY WORK :

Before masonry is to be laid on concrete footing the top of concrete shall be cleaned and moistened. The contractor shall obtain the Engineer's approval for one foundation, bed, before foundation masonry is started.

Wetting of Bricks : The brick required for masonry shall be thoroughly wetted with clean water for amount two hours before use or as directed. The cessation of bubbles, when the bricks are wetted with water is an indication of through wetting of bricks.

Brick shall be laid in English bond unless directed otherwise. Half or out bricks shall not be used except when necessary to complete to bond. Closers in such case shall be cut to required size and used bear the ends of walls.

A layer of mortar shall be spread on full width for suitable length of the lower course, each brick shall first be properly bedded and set home by gently tamping with handle of trowel or wooden mallet. Its inside face shall be flushed with mortar the next brick is laid and pressed again it. On completion of course, the vertical joints shall be fully filled from the top with mortar.

The wall shall be taken up truly in plumb. All corners shall be laid truly horizontal and all vertical joint shall be truly vertical. Vertical joints in alternate course shall generally be directly one over the other. The thickness of brick course shall be kept uniform.

The brick shall be laid with from up wards. A set of tools comprising of wooden straight edges, monsoon spirit level, square half meter rub, and pins string and plumb shall be kept on the site of work for frequent checking during the progress of work.

Both the faces of walls of thickness greater than 23 cms. shall be kept in proper place. All the connected brick work shall be kept not more than one meter over the rest of the work. Where this is not possible the work shall be raked back according to bond (and not left toothed) at an angle not steeper than 45 degrees.

All fixtures like pipe inlet and outlet, PVC steps, Machinehole cover and frame etc. which are required to be built in wall shall be embedded in cement mortar.

Brick shall be so laid that all joints shall not exposed 12 mm. The face joints shall be raked out as directed by raking tool daily during the progress of work, when the mortar is still green so as to provide key for plaster or pointing to be done.

For the face of brick work, plastering is to be done joints shall be raked out to a depth not less than thickness of joints. The face of brick work shall be cleaned and mortar dropping removed on very same day that brick work is laid.

D.6.4 PLASTER WORK :

The surface shall be cleaned of all dust, loose mortar droppings, traces of algae efflorescence and other foreign mortar by water or by brushing. Smooth surface shall be roughened by wire brushing if it is not hard any by backing if it is hard. In case of concrete surface, if a chemical retarder has been applied to the form work. The surface shall be roughened by wire brushing and all the resulting dust and loose particles cleaned off and care shall be taken that none of the retarders is left on the surface. Trimming of projections on brick/concrete surface where necessary shall be carried out to get an even surface.

The work shall be soaked but only damped evenly before applying the plaster. If the surface becomes dry, such areas shall be moistened again.

The plaster about 15 x 15 cms. shall be first applied horizontally and vertically at not more than 2 meters intervals over the entire surface to serve as gauge. The surface of these gauges shall be truly in plane of the finished plastered surface. The mortar shall then be applied in uniform surface slightly more than the specified thickness, then brought to a true surface by working a wooden straight edge reaching across the gauges with small upward and sideways movements at a time. Finally, the surface shall be finished off true with a trowel of wooden float accordingly excessive trowelling or over working the float shall be avoided. All corners, arrises, angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arrises, junctions etc. shall be carried out with proper templates the size required.

Cement mortar for plaster shall be used within half an hour after addition of water. And mortar for plaster which is partially set shall be rejected and removed forthwith from the site.

In suspending the work at the end of the day, the plaster shall be left out clean to the line both horizontally and vertically, when recommencing the plaster the edge of the old work shall be scraped clear and wetted with cement putty before plaster is applied to the adjustment areas to enable the two to properly together. Plastering work shall be closed at the end of the day on the body of the wall and nearer than 15 cm. to any corners or arrises. It shall not be closed on the body of features such as plaster bends and cornices not at the corners or arrises. Horizontal joints in plaster work shall not also occur on walls and copings these invariably leads to leakage. No portion of the surface shall be left out initially to be packed up latter on.

D.6.5 FIXING OF POLY PROPYLENE STEPS AND MACHINEHOLE COVER :

During the construction of masonry wall of the Machinehole the cement mortar of required proportion shall be used for embedding the Poly propylene steps in the wall masonry. The

spacing of steps in the masonry shall be 300 mm centre to centre in the staggered position in the vertical direction with two staggered rows at 385 mm centre to centre in the horizontal direction the top of the Machinehole shall not be more than 300 mm above the benching and the centre line of two staggered rows shall be the centre line of the shorter side of Machinehole frame in the roof of chamber.

The detailed specifications for the "Poly propylene steps as below:

The Polypropylene conforming to an ASTM D-4101, injection molded around a 12 mm dia. IS 1786 grade Fe-500 steel reinforcing bar and should meet the load required 225 Kg. as per IS-5455. The measurement should be as per attached drawing. The tolerance in the length and width is ± 5 mm and ± 1 mm in thickness. The weight of the steps should not be less than 0.900 Kg.

Unchequered portion of the step shall be inserted with the risk cement mortar during the course of masonry work so constructed around the steps as to keep the step on its right position. The non-slip grap chequered portion of the steps shall be well kept outside the masonry.

During fixing of the steps, the wall should not be damaged and shall not vibrate or shall not shake during ascents and decents otherwise they shall have to be refixed correctly as per the drawings or as mentioned above.

Machinehole frame shall be firmly and securely laid on top of shafts of conical tops in 25 mm thick cement mortar and shall be embedded in 200 mm the cement concrete of proportion 1:2:4 (1 Cement : 2 coarse sand : 4 Kapchi as aggregate of 20 mm nominal size) in such a way that the top of M.H. frame shall be flush with concrete surface and top surface neatly finished 25 mm thick with cement mortar 1:3 in conformity with ground or road levels.

D.6.6 OTHER REQUIREMENTS :

As per line and level and size of the Machinehole pit shall be excavated as per drawing or as ordered by the Engineer.

The foundation concrete 1:4:8 with required thickness as per drawing or as directed shall be laid after compacting the bottom of the pit. The cement concrete shall conform to specified specification of Cement Concrete.

The clear inside chamber size of opening shall be as per the drawing or as directed by the Engineer-in-charge.

The masonry wall shall be plastered inside with 20 mm thick 1:3 cement mortar and outside 15 mm thick in C.M. (1:3) above coping level. The off set for the concrete foundation shall be 300 mm on all sides beyond walls of chamber.

Whenever pipes enter or leave the masonry chamber bricks on edge must be so laid around the upper half of the pipes so as to form the arch to prevent the weight of the masonry chamber over it.

On the top of masonry walls 1:5 cement mortar shall be laid and then R.C.C. slab of grade 1:2:4 necessary and as directed by the Engineer with coarse aggregate of trap metal of 20

mm nominal shall be laid necessary from work and centering shall have to be provided by the contractor at his own cost as per relevant specification of cement concrete.

In the bottom of Machinehole the channel and benching shall be done in C.C. 1:2:4 (1 Cement : 2 Coarse sand : 4 graded stone aggregate of 20 mm nominal size) rising at a step in line from edge of the channel, the channel of the bottom of the chamber shall be plastered 20 mm thick in c.m. 1:3 (1 Cement : 3 fine sand) and steel trowel smooth.

Channels shall be in semi circular in the bottom half and a diameter equal to the sewer. Above the horizontal diameter, the side shall be extended vertically to the same level as the crown of the out going pipe and the top edge shall be suitably rounded off. The branch channels shall also be similarly constructed with respect to the benching but at their junctions with the main channel an appropriate fall suitably rounded off in the direction of flow in the main channel shall be given.

For conical shaft of Machinehole necessary conical portion shall be treated from 750 mm below the bottom of concrete of slab for fixing of Machinehole cover and frame.

The item includes curing of all the cement work for 14 days.

D.6.7 MODE OF MEASUREMENTS & PAYMENTS :

Payment shall be made on the basis as per number of masonry Machineholes chamber Constructed with all constructing materials labours, excavation refilling curing, finishing providing and fixing PVC steps constructing laying half round gutter fixing R.C.C. Machinehole cover etc. complete in all respect.

The item will be paid per No. of construction of complete masonry Machinehole chamber as shown in the drawing upto the depth specified and shown in the type design drawing.

The measurements shall be made for such number of chambers construction. The surplus excavated stuff shall be disposed of as directed by Engineer-in-charge.

The depth of Machineholes shall be the distance between the top of Machinehole and the invert level of the main drain. The rate includes all labours, materials, tools and plant etc. required for satisfactory completion of this item as directed above.

The item includes :-

- (i) Excavation for Machinehole
- (ii) Bed concrete slab concrete and coping with necessary reinforcement.
- (iii) Necessary brick work with cement plaster inside and outside.
- (iv) Providing and fixing polypropylene steps.
- (v) Carting, conveying and fixing of Machinehole frame cover with necessary concrete and finishing.
- (vi) Refilling with necessary watering and consolidation.
- (vii) Curing for 14 days.

D.6.8 FIBRE REINFORCED CONCRETE :

Frame and Cover – The fibre reinforced concrete frame and cover shall be 560 mm dia. Heavy duty type (circular-HD-20) as per IS:12592-2002. The dimensions of frame shall as per table-1 of clause 5.2 of IS-12592. The load test shall be as per table-2 of IS : 12592-2002.

Table No. 2 – Test Load and Diameter of Block

<i>Grade of Cover</i>	<i>Type</i>	<i>Load</i>	<i>Diameter of Block</i>
<i>LD-2.5</i>	<i>Rectangular, square or circular</i>	<i>25</i>	<i>300</i>
<i>MD-10</i>	<i>Rectangular or circular</i>	<i>100</i>	<i>300</i>
<i>HD-20</i>	<i>Rectangular, square or circular</i>	<i>200</i>	<i>300</i>
<i>EHD-35</i>	<i>Rectangular, square or circular</i>	<i>350</i>	<i>300</i>

The cover should have suitable lifting arrangement. The FRC frame and cover shall be paid on number basis of completed item at site.

SECTION - 6
FORM OF BID

FORM OF BID

Description of the Works:

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) of

(-----)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 Days from the date fixed for receiving the same, and it shall remain binding upon it and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ----- day of ----- 20

Signature ----- in the capacity of -----

----- duly authorized to sign bids for and on behalf of -----

(in block capitals or typed)

Address

Witness

Address

Occupation

SECTION - 7
BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The bill of Quantities shall be read in conjunction with the Instructions to Bidder, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, layout, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or prices shall be entered against each item in the Bill Quantities, whether quantities are stated or not. The cost of Items against which Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities (in case of Item rate contract).
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
7. General direction and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of completed work of payment shall be in accordance with the specification for Road and Bridge works. For building works specifications for building are to be followed.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to **Clause 29** of the Instructions to Bidder.
10. Rock is defined as all materials which, in the opinion of the Engineer, required blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

BILL OF QUANTITIES (AS PER ATTACHED SCHEDULE-B)

(A) Percentage Rate Tender (Up to INR 50 Cr.)

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate In figures	Amount

I/We am/are willing to carry out the work at.....% above/below percent(Should be written in figures and words) of the estimated rate mentioned above. Amount of my /our tender works out as under.

Estimated amount put to tender

Estimated amount put to tender

Deduct.....% below

Add.....% Above

Net

Net

In words

In words

(B) — For Item Rate Tender (For above INR 50 Cr.):

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
				In-figures	In-Words	

(A) Total Tendered Amount

(B) Rebate on above tendered amount (if any) % (in figure)
(in words).....

(C) Net Tendered Amount (A - B) (in figure)
(in words).....

#

Note:

1. All work shall be carried out as per Public Works Department Handbook and other specifications of Division or as directed.
2. All columns in the Schedule should be filled in ink and the total of the entire in the last columns should be struck by the contractor under his signature.
3. Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.
4. To be continued on additional sheets, if found necessary.
5. The Labour Cess will be deducted as per prevailing rules i.e.1% of the work done.
6. Credit Value of Dismantle Material **Rs.0.00** will be recovered in 1st RA bill of Contractor.
7. The bituminous work shall be carried out by the contractor or as under by utilizing.
8. For abnormal high or low rates payment of such items shall be regulated as per Govt. Circular letter No. Parach-102008-61-S dated 27-11-2008 attached with tender papers.

9. The Contractor shall exhibit a board with detailed specification and details of work as directed by the Gandhinagar Municipal Corporation for which no extra payment shall be made.
10. GST and Income tax TDS will be deducted at a source while making payments of bills.
11. In all R.C.C. Items in Rate Analysis Standard Cement Consumption has been taken as per Govt. G.R.: PRC-10/2017 Cement Consumption/16/C Date:11/05/2017 as stated in S.O.R. therefore in R.C.C. items where there is a change as per actual mix design the cost of difference of cement consumption have been deducted from the rate of original item at the rate of input rate mentioned in all the tender.

Signature of Contractor

The Deputy Commissioner
Gandhinagar Municipal Corporation (GMC),
Gandhinagar

SECTION - 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, ----- (name of Bidder) (hereinafter called the "The Bidder") has submitted his bid Dated ----- (Date) for the construction of ----- (Name of Contractor hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that We -----
(name of Bank) of ----- (name of country) having our
registered office at ----- (hereinafter called
"the bank") are bound unto ----- (name of Employer)
(hereinafter called "The Employer") in the sum of ----- *
for which payment well and truly to be made to the said Employer the Bank itself, his
successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ----- day of ----- 20

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity
specified in the Form of Bid;

Or

(2) If the Bidder has been notified of the acceptance of his bid by the Employer
during the period of Bid Validity:

A Fails or refuses to execute the Form of Agreement in accordance with the
Instructions to Bidders, if required; or

B. Fails or refuse to furnish the Performance Security, in accordance with the
Instructions to Bidders; or

C. does not accept the correction of the Bid Price pursuant to Clause 27
(Correction of Errors)

We undertake to pay to the Employer up to the above amount upon
receipt of his first written demand, without the employer having to substantiate
his demand, provided that in his demand the Employer will note that the amount
claimed by him is due to him owing to the occurrence of one or any of the three
conditions, specifying the occurred conditions or conditions.

This Guarantee will remain in force up to and including the date ----- **
days after the deadline for submission of Bids as such the deadline is stated in the
Instructions to Bidders or as it may be extended by the Employer, notice of which
extension (s) to the Bank is hereby waived. Any demand in respect of this
guarantee should reach the Bank not later than the above date

DATE -----

SIGNATURE-----

WITNESS -----

SEAL -----

(Signature, name and address)

* The Bidder should insert the amount of the guarantee in words and figures
denominated in Indian Rupees. This figure should be the same as shown in
Clause 16.1(Bid Security) of the Instructions to Bidders.

****45 days** after the **end of the validity period** of the Bid. Date should be inserted
by the Employer before the Bidding documents are issued.

PERFORMANCE SECURITY

TO,

----- (Name of Employer)
----- (Address of Employer)

WHEREAS ----- (name and address of contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contracts No. ----- dates ----- to execute -----
----- (name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of -----
(amount of guarantee)*----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of -----
(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such charge, addition or modifications.

This guarantee shall be valid until 60 days from the date of expiring of the Defect Liabilities period.

Signature and Seal of the guarantor -----

Name of Bank -----

Address -----

Date -----

*An amount shall be inserted by the Guarantor, representing the percentage the Contract price specified in the Contract denominated in Indian Rupees.

ADDITIONAL PERFORMANCE SECURITY

[Clause 34.1. (A)]

TO,

----- (Name of Employer)
----- (Address of Employer)

WHEREAS ----- (Name and address of contractor) (hereafter called "The Contractor") has undertaken, in pursuance of Contracts No. ----- dates ----- to execute -----
----- (Name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of -----
(amount of guarantee)----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of -----
(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such charge, addition or modifications.

This guarantee shall be valid until **28 days** from the project completion date.

Signature and Seal of the guarantor -----

Name of Bank -----

Address -----

Date -----

BANK GUARANTEE FOR ADVANCE PAYMENT

TO,

_____ (Name of Employer)

_____ (Address of Employer)

_____ (Name of Contractor)

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, _____ (name and address of Contractor) (hereinafter called "the Contractor") shall deposit with _____ (name of Employer) a bank guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ (amount of Guarantee)* _____ in words).

We, the _____ (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ (name of Employer) on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ (amount of guarantee)* _____ (in words)

We further agree that no change or addition to or other modifications of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between _____ (name of Employer) and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modifications.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of employer) receives full repayment of the same amount from the contractor.

YOUR'S TRULY

Signature and Seal _____

Name of Bank/ Financial Institution _____

Address _____

Date _____

* An amount shall be inserted by that Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Letter of Acceptance
(Letter head paper of the Employer)

_____ (date)

To, _____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (Name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____) (amount in words and figures) as corrected and modified in accordance with the Instructions to Bidders* is hereby accepted by our agency.

You are requested to furnish performance security, in the form detailed in para 34.1 of ITB for an amount equivalent to Rs. _____ within **10 days** of the receipt of this letter of acceptance up to beyond **60 days** from the date of expiry of defects Liability period i.e. up to _____ and the Additional Performance Security for an amount equivalent to Rs. _____ shall be valid beyond 28 (twenty-eight) days of Project Completion Date i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours Faithfully

Authorized Signature
Name and title of Signatory
Name of Employer

* Delete "Corrected and" or and modified if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

Issue of Notice to proceed with the work

(Letterhead of the Employer)

To, _____ (date)

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security in ITB Clause 34.1 and signing of the Contract for the construction of _____

_____ at a bid Price of Rs.

_____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized
To sign on behalf of Employer)

AGREEMENT FORM

This agreement, made on the _____ day of _____ between _____ (name and address of Employer) (Hereinafter called "the Employer) and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute

Name and identification number of contract (hereinafter called "the works") and the employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read construed as part of this Agreement.
2. In Consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to executive and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.
3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
4. The Following documents shall be deemed to form and be ready and construed as part of this Agreement viz
 - i) letter of Acceptance
 - ii) Notice to proceed with the works:
 - iii) Contractor's Bid

- iv) Conditions of contract: General and Special
- v) Contract Data
- vi) Additional conditions
- vii) Drawings
- viii) Bill of Quantities and
- ix) Any other documents listed in the Contract data as forming part of the Contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written

The Common seal of _____

Was hereunto affixed in the presence of :

Signed, sealed and Delivered by the said _____

In the presence of

Binding signature of Employer _____

Binding Signature of Contractor _____

UNDERTAKING

(For Investment)

I, the undersigned do hereby undertake that our firm M/s
..... would invest a minimum cash up
to **25%** of the value of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

UNDERTAKING
(For Validity)

I, the undersigned do hereby undertake that our firm M/s
..... agree to abide by this bid for a perioddays
for date fixed for receiving the same and it shall be binding on us and may be accepted at
any time before the expiration of that period.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

SECTION - 9
DRAWINGS

SECTION - 10

DOCUMENTS TO BE FURNISHED BY BIDDER

ATTACHED PRE-QUALIFICATION CRITERIA

QUALIFICATION CRITERIA

Financial & Experience Criteria:		
Tender fee	:	DD Rs.4248/- favor of Deputy Municipal Commissioner Gandhinagar municipal corporation Gandhinagar
EMD	:	FDR or BG Rs. 1,41,207 with the validity period of not less than 225 Days of any scheduled Indian bank. (Please refer Section 1: Instructions to Bidders, Section B clause 16 Bid Security)
Registration Class	:	The contractor shall have a register Class “C” (Electrical Or Mechanical or Civil Registration Class “C”) Supporting documents to be submitted in hard copy.
GST	:	Attached scan copy
PAN	:	Attached scan copy
Annual Turnover	:	The bidder shall have the financial capability and having Any one annual turnover in last five financial years , ending 31st March of the previous financial year (i.e. 2025-26), (1/04/2021 to 31/03/2025) shall be more than Rs. 70.6035 Lacs
Bank Credit certificate	:	Bank certificate of a Bank amounting to 25% of the estimated tender cost of works will have to be produced by the Contractor. Rs. 35.302 Lacs having validity upto bid opening date. (As per Tender Clause 4.5.6 and as per prescribed format given in SBD)
Similar Nature Work	:	The bidder must have completed similar nature of work i.e. Operation & Maintenance of Drainage Pipeline Network within last five financial years i.e. from year 2021-2022 to year 2025-2026 and up to one month prior to last date of submission of the bid of value not less than: One contract of Rs. 66.647 Lacs (40% of the estimated cost) (Rs. 56.48 Lacs + 18% GST Rs. 10.167 Lacs) Note:- Above all Criteria must be fulfilled in single project.
Bid Capacity	:	The bidder must have Available Bid Capacity (ABC) more than the amount put to tender (will be calculated as under) Assessed Available Bid Capacity (ABC)= 2 x A x N-B For Example = 2 x 2857.32 lacs x 0.92 – 2250.13 Lacs = 3007.34 Lacs > 86.32 Lacs
Litigation History	:	The applicant should provide accurate information on litigation, arbitration, blacklisting resulting from contracts completed or under execution by him over the last five years. A consistent history of arbitration awards/judgements against the applicant or any partner of a joint venture may result in disqualification for proposed work, if the details of Litigation History is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

REQUIRED DOCUMENT LIST (MUST BE UPLOAD SCANNED COPY AT THE TIME OF ONLINE TENDER SUBMISSION)

- Tender fee, EMD
- Registration Class , electrical license
- GST Registration, PAN-card
- Bank Credit certificate (As per Tender Clause 4.5.6 and as per prescribed format given in SBD)
- Turn over Certificate (CA Certified on CA Letterhead)
- Successful Experience Work Completion Form 3A
- Bid Capacity
- Litigation History
- RC Book or Rent Agreement of the Vehicles/Machineries (i.e Hydro suction cum jetting machine having minimum 4000 litter Jetting tank (01 Nos.), Hydro Super Sucker cum jetting machine having minimum 6000 litter suction tank + 3000 litter Jetting tank (01 Nos.), and rickshaw mounted bucketing machine (04 Nos.).In case R.C Book or Rent Agreement is not provided by the bidder then bidder should provide notarized affidavit on Rs. 300/- non judicial stamp mentioning that if they are lower bidder (L-1) and will get L.O.I then within 30 (Thirty) days of L.O.I issued date they will purchase all above mentioned equipments and provide proof of same to the authority.
- Bill copy of Metal detector (capacity upto depth of 2 meter) – 04 Nos.

Signature of Contractor:

Name :

Company's Seal :

The Deputy Municipal Commissioner
Gandhinagar Municipal Corporation