

**Municipal Corporation Gurgaon**



**TENDER  
And  
CONTRACT DOCUMENT**

**For Procurement of Civil/Mechanical/Electrical Works under Local Competitive Bidding Procedure**

**Name of Work: Repair and maintenance of damage manhole and providing & fixing manhole cover frames in various streets in village Ghata, Ward No. 32, Gurgaon.**

**App. Cost Rs 02.05/- lacs.**

**Name of Agency** : .....

**Agreement No.** : .....

**-Sd-  
Signature of Dy. Supdt.  
Tender Notice No.....**

**PRESS NOTICE**

**Municipal Corporation Gurgaon**

**Notice Inviting Tender**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

1. Online bids are hereby invited on behalf of Commissioner MCG for the works mentioned below:-

**Name of Work:- Repair and maintenance of damage manhole and providing & fixing manhole cover frames in various streets in village Ghata, Ward No. 32, Gurgaon.**

**App. Cost Rs 02.05/- lacs.**

Estt. Cost Rs. in Lacs	Bid document cost in Rs.	Earnest Money in Rs.	Time Limit in Months	Tender Document Fee in Rs.	During date & Time	
					Downloading of Tender Document and online bid preparation / hash Submission Date & Time	Submission of online bid (Re-Encryption of Bids) Date & time
02.15/-	02.05/-	5000/-	1Month	1000/-	12.03.2016 17:01P.M to 20.03.2016 18:00 P.M	21.03.2016 17:01P.M to 24.03.2016 20:00 P.M

1. Tender will be opened on dated **25.03.2016 from 09:00 AM to 06:00 PM**
2. The detail tender notice can be seen on website: <http://mcg.gov.in>
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://mcg.etenders.in> is a prerequisite for e-tendering. Kindly contact O/o Nextenders (India) Pvt. Ltd., O/o Municipal Corporation Faridabad, B.K. Chock, NIT Faridabad. Contact persons : Sh. Sanjay Kumar 08743042801
4. For any other queries, please contact Executive Engineer, Div. No. 3, Municipal Corporation Gurgaon Tel (M) 9560414878 Address:- Tower No. A, Plot No. C-1, Infocity-1, Sector – 34 Municipal Corporation Gurgaon Office.
5. The Contractor Should be enlisted up to the limit of tendered amount.
6. The Earnest Money will be submitted through Online payment or deposited in MCG through G-8 in CFC Branch Municipal Corporation Gurgaon. Demand Draft will not be accepted in any case.  
For further details and e-tendering schedule, visit website <http://mcg.etenders.in>

**For & on behalf of Commissioner MCG**

Sd/-

Executive Engineer  
Division No. 3,  
Municipal Corporation,  
Gurgaon

**Municipal Corporation Gurgaon**

**NOTICE INVITING E-TENDER**

Online bids are hereby invited for the following work:-

**Name of Work:- Repair and maintenance of damage manhole and providing & fixing manhole cover frames in various streets in village Ghata, Ward No. 32, Gurgaon.** **App. Cost Rs 02.05/- lacs.**

Estt. Cost Rs. in Lacs	Bid documen t cost in Rs.	Earnest Money in Rs.	Time Limit in Months	Tender Document Fee in Rs.	<b>Downloading of Tender Document and online bid preparation / hash Submission Date &amp; Time</b>	<b>Submission of online bid (Re-Encryption of Bids)  Date &amp; time</b>
02.15/-	02.05/-	5000/-	1Month	1000/-	12.03.2016 17:01P.M <b>to</b> 20.03.2016 18:00 P.M	21.03.2016 17:01P.M <b>to</b> 24.03.2016 20:00 P.M

- b) Tender documents can be downloaded online from the Portal: <http://mcg.etenders.in> by the Firms / Individual registered on the Portal.
- c) As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Point No.- 2 under “Annexure-A” Conditions of e-tendering.

d) Key Dates

Sr. No.	MC Gurgaon Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender document	-	12.03.2016 09:00	12.03.2016 17:00
2	-	Downloading of Tender Document & Payment Tender Document fees	12.03.2016 17:01	20.03.2016 18:00
3	-	Online Bid Preparation, Hash Submission & Earnest Money Deposit	12.03.2016 17:01	20.03.2016 18:00
4	Technical & Financial Lock	-	20.03.2016 18:01	21.03.2016 17:00
5	-	Re-encryption of Online Bids	21.03.2016 17:01	24.03.2016 20:00
6	Open EMD & / Technical bid	-	25.03.2016 09:00	25.03.2016 18:00
7	Eligibility criteria Evaluation	-	25.03.2016 09:00	25.03.2016 18:00
8	Open Financial / Price-Bid	-	25.03.2016 09:00	25.03.2016 18:00

e) The Bidders can download the tender documents from the Portal: <http://mcg.etenders.in>. Tender Documents Fees has to be paid online through payment gateway during the “Online Bid Preparation & Hash Submission” stage

Willing Contractors shall have to pay the Tender Document Fees through payment gateway during the “Online Bid Preparation & Hash Submission” stage. However, the details of the EMD are required to be filled at the time of Bid Preparation and Hash Submission Stage; the Bidders are required to keep the EMD details ready beforehand.

f) The tender shall be submitted by the bidder in the following two separate envelopes online:

1. Earnest Money and all the documents

In support of eligibility criteria - Envelope ‘T1’

2. Price Bid - Envelope ‘C1’

**Reference of the EMD is to be mentioned online**

In the first instance, the Envelop – ‘T1’ of all the Bidders containing the statement of Earnest Money and documents supporting eligibility criteria shall be opened online. If the Earnest Money and eligibility of bidder is found proper, the Envelop ‘C1’ containing financial bids shall be opened online in the presence of such bidders who either themselves or through their

representatives choose to be present. The financial bid shall be opened only if the bidders meet the eligibility criteria as per the Bid document.

**Envelope 'T1' – Earnest Money Deposit and eligibility criteria Envelope**

Physical Technical Envelope – Photocopies in support of eligibility criteria and photocopy of document of transaction made in support of deposit of Earnest Money.

Online Technical Envelope—Reference details of the Earnest Money Deposit instrument and scanned copy of documents supporting deposition of EMD and eligibility criteria.

**Envelope 'C1' – Price Bid Envelope**

To be submitted mandatory online- “Information related to Price Bid of the Tender”.

The bidder can submit their tender documents as per the dates mentioned in the schedule above.

**CONDITIONS:-**

1. **EMD of Societies 1% of DNIT Cost and Others Contractor shall be full Earnest Money**
2. Conditional tenders will not be entertained & are liable to be rejected.
3. The undersigned reserves the right to reject any tender or all the tenders without assigning any reason.
4. The societies shall upload & produce a copy of the resolution authorizing the person to file the tender from the Co-Operative department for e-tendering.
5. The tender without earnest money payment will not be opened.
6. The jurisdiction of court will be at **Gurgaon**.
7. The tender of the bidder who does not satisfy the eligibility criteria in the bid documents will be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
8. Bids shall be valid for 3 months from the date of expiry of online “Re-Encryption of online Bids” stage. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the expiry date of “Re-Encryption of online Bids” stage. If any bidder withdraws his bid during bid validity period, any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.

ANNEXURE-A

**CONDITIONS OF E-TENDERING**

**Instruction to Contractor on Electronic Tendering**

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

**1. Registration of contractors on E-tendering Portal:-**

All the Contractors intending to participate in the tenders processed online are required to get registered on the Electronic Tendering System on the Portal <http://mcg.etenders.in>. For more details, please see the information on the Registration info link on the home page.

**2. Obtaining a Digital Certificate:**

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/ Chartered Accountant/ Any Gazatted Officer whose stamp carrying emblem of Ashoka. Only upon the receipt of the required documents, a digital certificate can be issued.
- 2.3 The contractors may obtain Class-II digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s NexTenders (India) Pvt. Ltd.

YUCHIT, Juhu Tara Road,

Mumbai – 400049

Email: [Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com) or

**NexTenders (India) Pvt. Ltd.**

*O/o PWD (B&R) Haryana*

*Nirman Sadan Building (Basement)*

*Plot No.-1, Dakshan Marg*

*Sector - 33 A,*

*Chandigarh-160020*

**Tel. No. 0172-2618292**

**Email: [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com).**

- 2.4 Bid for a particular tender may be submitted online using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (be it due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a back up of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in MC GURGAON tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**3 Opening of an Electronic Payment Account:**

For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service. For online payments, please refer to the Home page of the e-tendering Portal <http://mcg.etenders.in>

**4 Set up of machine:**

In order to operate on the electronic tender management system, the user's machine is required to be set up. A help file on setting up of the system can be obtained from M/s Nextenders (India) Pvt. Ltd. or can be downloaded from the home page of the website - <http://mcg.etenders.in>.

**5 Online Viewing of Detailed Notice Inviting Tenders:**

The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the electronic tendering system on the MC GURGAON e-tenders website <http://mcg.etenders.in>

**6 Download of Tender Documents:**

The tender documents can be downloaded from the Electronic Tendering System through the Portal <http://mcg.etenders.in>

**7 Key Dates:**

The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all contractors. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

**8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee and Submission of Bid Seal (Hash) of online Bids:**

- 8.1 The Payment can be made by eligible / contractors online directly through Credit Cards / Internet Banking Accounts / Cash Cards. The contractors have to pay the cost of the tender documents online by making online payment of tender document fees using the service of the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and credit card / online payment authorization networks.
- 8.2 Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the time schedule (Key Dates) of the Tender.

**9 Generation of Super Hash:**

After the submission of Bids (Hash) by the Contractors, the bidding round will be closed and a digitally signed Super Hash will be generated by the authorized Municipal Corporation GURGAON officers. This is equivalent to sealing the tender box.

**10 Submission of actual online bids:**

Contractors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation & submission after the generation of Super Hash. The process is required to be completed within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contractors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A contractor who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid.

**Note:-** *Bidders participating in e-tendering shall check the validity of his/her Digital Signature Certificate before bidding in the Tenders floated online at e-tendering portal of MC Gurgaon website <http://mcg.etenders.in>.*



**GENERAL NOTES (A)**

1. This contract schedule of rates is an extract of the relevant items from the Haryana PWD schedule of rates, 1988 and is to be read with another schedule attached hereto namely as the " SCHEDULE OF CEILING PREMIA ". For the purpose of cross reference against each items the chapter no and the item no has been indicated.
2. The above rates are for the complete items including cost of all materials, labour, tools and plants etc. unless otherwise specified.
3. All clauses and notes given in the Haryana PWD schedule of rates 1988 with upto the date of tender shall be applicable on all above items where ever necessary.
4. The description rates, units etc. of the above items shall be corrected as per Haryana PWD schedule of rates, 1988 in case of any error or omission.
5. Nothing shall be paid for unforeseen delays on account of non-availability of any kind of material, drawing or design.
6. Nothing shall be paid for the damage done by rain, floor or any other act of God.
7. The whole work shall be carried out strictly in accordance with the Haryana PWD specifications 1990 edition with upto date correction slips.
8. In case contract schedule of rates. Only essential portion or items has been written it will deem to cover the entire items fully described in Haryana PWD schedule of rates subject to the foot notes and notes given in the Haryana PWD schedule of rates 1988.
9. The work shall be considered to be situated within the Municipal limits for all purposes.
10. No claims will be entertained from the contractor in case any mistake in description, rates or units accrue in any of the items taken in the schedule, while composing this schedule or on account of typing or comparison or over sighting. If there is any mistake, the same shall be rectifiable at any stage as per Haryana PWD schedule or rates, 1988 by the Engineer-in-charge alongwith the amendments of the same received from time to time.
11. Approximate quantities have been given in the contract schedule of rates and these can vary at the time of execution of the work. The payment will however be made according to the actual work done by the contractor and accepted by the Department.
12. The amount of work can be increased or decreased. The contractor will have no claims on this account.
13. The items given in the contract schedule of rates can be changed by the Engineer-in-charge and its execution will be handing over the contractor.
14. No claim on account of fluctuated in prices due to any reason what so ever will be considered.
15. The list of ceiling premia admissible on various items contained in various chapter of Haryana PWD schedule of rates 1988 is attached with the notice inviting tender and shall from the part and parallel of this contract schedule of rates. All those items which do not fall within Haryana PWD schedule of rates, 1988 the ceiling premia shall be "ZERO".
16. Payment only made to the contractor for the work actual done at site and accepted by the department.
17. All the items in the contract schedule of rates are subject to the foot notes as given in the Haryana PWD schedule of rates, 1988 regarding these items.
18. The department reserve the option to take away any item of work or any part there of at any item during the currency of contractor and re-allot to another contractor with due notice to the contractor without liability of compensation.
19. The item of HSR 1988 is described very briefly but the description would mean the complete description in aforesaid PWD schedule of rates, 1988 regarding these items with upto date amendments.
20. All the pages of the tender for must be signed by the tenderer before submitting the tender failing which the tender shall be treated as invalid.
21. The validity of the tender shall be considered as three months and no lower limit even if quoted by the contractor shall be considered.
22. In the DNIT CSR means CONTRACT SCHEDULE OF RATES.
23. If water connection is given to the contractor by the department ½% (Half percent) charges shall be deducted from the bill of the work done. However, material required for water connection will be arranged by the contractor.
24. The work will be carried out according to IRC, MORT & H / PWD specification latest edition which will form a part and parcel of this contract schedule of rates.
25. Nothing extra shall be paid for any type of jungle clearance which the tenderer may have to carry out.
26. If any damaged is done by the contractor to any existing work during the coarse of excavation of the work. This shall have to be made good by him at his own cost.
27. The shall take all the precaution to avoid the accidents by providing and maintaining necessary caution boards, day and night speed limit breakers, red flags and red light and providing barriers as necessary at either end of the location. All these arrangements will be considered as incidental to the work and contractor responsibility and nothing shall be payable to him in this respects.
28. The contractor shall make his own arrangement for the electric connection of required and make necessary payment directly to the department concerned.
29. The work will be open to third party inspection arranged by the department and contractor will have no claims in this regard. The charges for third party inspection will be born by the department.
30. Any item of work not provided in the contract schedule of rates but require to be executed, will be at the Haryana PWD schedule of rates, 1988 together with the ceiling premium exhibited in the NIT for various chapters where the item exists in the Haryana PWD schedule of rates 1988 subject to premium or discount tendered by the contractor. In case of non scheduled item, this will be governed by clause 12 of the contract agreement.
31. MCG has right to negotiate the rates to explore lower rates if required.
32. Contractor should strictly comply with the directions contained in the various orders of Tribunal as well as the MOEF Guidelines 2010 in relation to precautions required to be taken while carrying on construction.

33. Contractor shall put tarpaulin on scaffolding around the area of construction and the building. No person including contractor, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
34. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the air in any form.
35. All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.
36. If any person, owner and or contractor is found to be violating any of the conditions stated in this order or for their non compliance, such person,owner, contractor shall be liable to pay compensation of Rs. 50,000/- per default in relation to construction activity at its site and Rs. 5,000/- for each violation during carriage and transportation of construction material, debris through trucks or other vehicles, in terms of Section 15 of the NGT Act on the principal of Polluter Pay. Such action would be in addition not in derogation to the other action that the authority made take against such contractor, owner, person and transporter under the laws in force.
37. If construction is being carried out without taking the preventive and protective environment/steps as stated in this order and MOEF guidelines, 2010, the State Government, SPCB and any officer of any department as foretasted shall be entitled to direct stoppage of work.
38. No. Construction will be done upto 1.2 m from the stem of a tree while construction of roads, streets of any specification attract a penalty of Rs. 10000/- per tree.

**Executive Engineer-III  
Municipal Corporation  
Gurgaon**

**TECHNICAL CONDITIONS (B)**

1. The ISI marked OPC 43 Grade; Cement will be used and arranged by the Contractor/ Agency at his own cost.
2. The work will be open for third party inspection for quantity and quality as per prescribed relevant. IS specification as directed by the Engineer in charge.
3. The design mix to be used will be going approved by the agency from Engineer-in-charge at least 15 day in advance. The samples will be given by the agency free of cost.
4. Contractor shall provide suitable measuring arrangement and leveling instruments latest quality approved by Engineer-in-charge at the site of work.
5. No extra payment on account of quality control measures shall be paid to the contractor.
6. PERIOD OF DEFECTS LIABILITY. The contractor shall be responsible to make good and defect which may develop or may be noticed during period of one year from the certified date of completion and which is attributable to the contractor. All notices of such defects shall be given to the contractor promptly. In case the contractor fails to make good the defects, the Engineer-in -Charge may employ other means to make good such defects and all expenses consequent and incidental there to shall be borne by the contractor.
7. The contractor shall not occupy or obstruct by his operations more than ½ of the width of any road or street. However, in special conditions, the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road for vehicular traffic and footpath shall be kept clear at all times. The contractor shall make all the precaution to avoid any accidents and for proper guidance of the traffic by providing necessary barriers, reflective cautionary sign/ signal, speed limit boards, red and green flags, electric light focus type at night, with sufficient number of chowkidars and other measures while work is in progress or blocking the road wherever otherwise necessary. The material and the machinery shall be stocked/ placed at the site of work in such a way that there will be no obstruction to traffic and inconvenience to public. No claim shall be entertained on account of such faulty arrangement made by the contractor. The contractor shall be fully responsible for all accidents caused by the negligence of such precaution. In case the contractor fails to comply with the afore said arrangements the same shall be made by the Engineer-in-charge at the risk and cost of the contractor.
8. If directed by the Engineer-in-charge in writing the work shall be done during night time for which nothing extra shall be paid to the contractor.
9. Before tendering the tender shall inspect the site of work and shall fully acquaint/ satisfy himself about the condition with regard to site, nature of soil, availability of material, suitable location for construction of god owns stores and labour huts, the extent of leads and lifts is involved in the work (over the entire duration of contract) including local required for a satisfactory execution of work. This rate should take into consideration all such factors and contingencies. No claim what so ever shall be entertained by the department on this account.
10. Only actual quantities of work completed by the Engineer-in-charge shall be paid for if any damage in done by the contractor to any existing work during the course of execution of work, this shall have to be made good by him at his own cost.
11. At least one authorized representative of the contractor should always be available at site of work to take instruction from departmental officers and ensure proper execution of work should be done in the absence of the contractor.
12. The contractor shall be required to provide all such materials/ equipment's at site to conduct field tests and to ensure that the quality of aggregate shall be according to the prescribed specification and no payment for material required for samples for such tests shall be made to him. In case the material is not found up to mark, the same will be rejected.
13. For cement, bitumen, steel and similar other material there essential tests are to be carried out at the manufacturer's plants or at laboratories other then the site laboratory, the cost of samples, testing and furnishing of test certificates to the Engineer.
14. Nothing shall be paid for making and maintenance of service road required for the transportation of the material.
15. Nothing shall be paid for making and maintenance of service road required for the transportation of the material.
16. If any damage is done by the contractor to any existing work during the course of excavation of the work this shall have to be made good by him at any cost.
17. Only actual quantities of work completed and accepted by the Engineer-in-charge shall be paid for.
18. The contractor shall make his own arrangement for obtaining the electric connection of required and make necessary payment directly to the department concerned.
19. Irrespective of what is stated in para 6 of the preface of Hr. PWD/ schedules of rates 1988 general rules no carriage of cement, steel and bricks aggregate bitumen or any other type of material shall be admissible irrespective of lead involved.
20. No payment will be made to the contractor for damage caused by the rains or other natural claimants during the execution of the work and no claim on this account will be entertained.
21. This security shall be refunded after 3(three) months of completion of work but the contractor/ Agency shall submit deposit at call in the shape of bank Guarantee of equal amount for balance 09(nine) months in favour of Engineer-in-charge before release of security.
22. The aggregate & fine aggregate used shall be as per PWD/ Most specification and the water shall be as per IS 456 2000.
23. All aggregates including water etc. and furnished products in RMC will be tested as per relevant ISI standard.
24. The Fly ash may be used in mix designed for M-40 grade to max extent of 10% and design be got approved by the NCCB/CRRI with minimum cement content 420 Kg of 43 grade per cubic meter.
25. Any item of work not provided in the contract schedule of rates but require to be executed, will be paid at the Haryana PWD schedule of rates, 1998 together with the ceiling premium exhibited in the NIT for various chapter where the item exists in the Haryana PWD schedule of rates 1988 subject to premium or discount tendered by the contractor. In case of non schedule items, this will be governed by class 12 of the contract agreement.
26. Municipal Corporation Gurgaon has right has to negotiate the rates to explore lower rates if required.

**SPECIAL CONDITIONS (C)**

1. Wherever in the description of the item in the bill of the quantities the specification clause No. of MORT&H is missing, the same shall be carried out strictly in accordance with the MORT&H (Road Wing) and latest revision/ amendment as applicable.
2. The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.
3. Collection of material at site for the proper execution of work as per specification shall include all leads and lifts. The percentage rates quoted by the contractor shall hold good irrespective of the quarry/ sources from which materials are brought so long it conform to the specification. Clause/ change of any quarry/ source shall not entitle the contractor to claim any revision in rates.
4. The contractor shall store all materials in proper manner so as to avoid contamination, deterioration and any accidents. He shall not store or keep any materials are to be stored shall be subject to the approval of the Engineer-in-charge. At the places where the materials are stored by the contractor he will make his own arrangements to clear the place within such time as may be instructed by the Engineer-in-charge or the same shall be got clear by the Engineer-in-charge at the risk and cost of the contractor.
5. No compensation for any damage caused to the work/ materials by him, folds or other natural calamities shall be paid to the contractor. The contractor shall make good all such damages at his own cost as per directions of the Engineer-in-charge.
6. The contractor shall obtain prior approval of the Engineer-in-charge before installation of water and power system, electrical and mechanical equipment and plants and all temporary construction etc. at site of work. On completion of work, the contractor be made good the ground at his own cost as per directions of the Engineer-in-charge, failing which the same shall be made good by the Engineer-in-charge at the risk and cost of the contractor.
7. The contractor shall make his own arrangement for obtaining electrical connection, if required and make necessary payment directly to the department concerned.
8. The contractor shall not occupy or obstruct by his operation more than ½ of the width of any road or street. However, in special conditions, the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road for vehicular traffic and foot path shall be kept clear at all times. The contractor shall make all the precaution to avoid any accidents and for proper guidance of the traffic by providing necessary barriers, reflective cautionary sign/ signal, speed limit boards, red and green flags, electric light focus type at night, with sufficient number of chowkidars and other measures while work is in progress or blocking the road wherever otherwise necessary. The material and the machinery shall be stocked/ placed at the site of work in such a way that there will be no obstruction to traffic and inconvenience to public. No claim shall be entertained on account of such faulty arrangement made by the contractor. The contractor shall be fully responsible for all accidents caused by the negligence of such precaution. In case the contractor fails to comply with the aforesaid arrangements the same shall be made by the Engineer-in-charge at the risk and cost of the contractor.
9. If directed by the Engineer-in-charge in writing the work shall be done during night time for which nothing extra shall be paid to the contractor.
10. The contractor shall make arrangement at his own cost for at least two numbers of modern leveling instruments (wild type) for the purpose of carrying leveling operation failing which the same shall be arranged by the Engineer-in-charge at his risk and cost.
11. No work should be done in the absence of the contractor on his authorized representatives. A technician and surveyor will be provided/ made available for all working time by the contractor for carrying out quality control tests and surveying. Nothing extra will be paid on this account.
12. Nothing will be paid unforeseen delays on account of non-availability of any kind of material or drawing and design.
13. The contractor will be responsible for setting out the work establishing benchmark, center line etc and will carry out all such works at his own cost.
14. Before start of the work, the contractor shall submit the program of execution of work, get it approved from Engineer-in-charge and strictly adhere to the same for timely completion of the project.
15. The contractor shall have to make approached to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of work by Engineer-in-charge. Nothing extra shall be paid on this account.
16. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued to him by the department if any or his own material.
17. The rate quoted by the agency/ contractor shall include the entire cost of royalty, Municipal tax, direct or indirect including all loading, unloading, carriage on Kacha/ Pacca bed or road and stacking including all labour for supply of material at the destination and nothing extra shall be paid. The contractor shall quote his accordingly.
18. The contractor will arrange and use its own all type of machinery and T&P incidental to all operation for the work. The rates to be quoted should be inclusive of the same.
19. The stacking will be done at hot mix plant site for various type of material in the sequence as approved by the Engineer-in-charge, which will have to be maintained.
20. The contractor shall remove all bituminous on kerbs and channels and all heaps of wasted mix from gully grating, bell mount and other installation at the end of the day work, failing which the same shall be done at his risk and cost.
21. In case of important roads where the intensity of traffic is high, the contractor shall be constructed by the Engineer-in-charge, restrict the work to non peak period as determined by the Engineer-in-charge. No claim/ compensation on account of the same shall be entertained.
22. Collection of material should be so planned that it is commensurate with physical progress.
23. The quality control for road work and materials will be exercised as per section 900 of MORT&H specification latest revision/ amendment and for determining the quality of bitumen used by extraction method as per procedure laid for doing such tests by IRC, the frequency of sampling will be:-
  - a) MSS/ Pre Mix Carpet/ LBM & BC: One test per 50 meter cube and not less than two tests per day.
  - b) BM: One test per 100 meter cube and not less than two tests per day.
24. At the time of start of work, the contractor shall get a sample work done in presence of Engineer-in-charge who shall fix up the degree of compaction/ consolidation required for a particular item of work and conduct suitable tests at regular intervals to determine

for the work done approaches the desired limit. In case tests reveal any deficiency, the contractor shall make good the same without extra payment or work will be rejected if not according to required specification.

25. The contractor shall progress on different parts simultaneously to ensure completion of the road so that minimum breakage and repairs are involved.
26. To arrive at the desired grading of materials for BM, the exact quantities of material of different gauges shall be determined and stacked on the basis of laboratory tests from time to time. The extra payment on this account worked not be admissible.
27. To ensure quality of intermediate traction test check may be carried out and sample taken from materials. In case that is not found according to specification the work may be rejected. However, the engineer-in-charge if considered it expedient and in the interest of work, he may ask the contractor to supply the missing fraction up to quantity as determined by him separately, free of cost.
28. Before tendering the tendered shall inspect the site of work and shall fully acquaint/satisfy himself about the condition with regard to site, nature of soil, availability of materials, suitable location for construction of godowns stores and labor huts, the extent of leads and lifts is involved in the work (over the entire duration of contract) including local conditions, traffic restriction, obstructions and other conditions as required for a satisfactory execution of work. His rate should take into consideration all such factors and contingencies. No claim whatsoever shall be entertained by the department on this account.
29. Weather and seasonal limitation: The work of laying shall not be taken up during rainy or foggy weather or when base course is damp or wet or during dust storm or when atmospheric temperature is 10 degree C or less at site of work of particular reach.
30. The rate quoted should include hire charges of land or purchase of land for installation of Ht Mix Plant etc.
31. Only actual quantities of work completed and accepted by the Engineer-in-charge shall be paid for if any damage is done by the contractor to any existing work during the course of execution of work this shall have to be made good by him at his own cost.
32. Samples will also be got tested from CRRI/ Shree Ram Test House/ IIT's or any other reputed test house & testing laboratory. Samples will be given by the agency free of cost and testing charges will be borne by the contractual agency.
33. Before start of the work contractor will get his machinery inspected and approved from the Engineer-in-charge of the work.

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**MAINTENANCE OF ROAD (D)**

- a) The contractor will maintain the roads for period of one year from date of completion of roads. Maintenance will include repair of any potholes or depression or damage, which will be done by contractor at his own cost. The contractor will be bound to repair road cuts also for which he will be paid for and the contractor will be bound to repair the road cuts if any during mtc. Period. The contractor will be paid for cuts @425/- per sqm and bitumen will be issued free of cost to contractor. The contractor will be bound to repair the road cut within 2 days from its occurrence. The road cuts will be repaired by filling jamuna sand in trenches, with three layers metal having compacted 9" thickness and 75 mm thick LBM, 25mm thick premix carpet with seal coat type 'B' proper compaction with suitable capacity of roller to entire satisfaction of the engineer-in-charge the bitumen issued for restoration of road cuts shall be 6.75 kg/sqm.
- b) If the contractor /agency fail to repair the road cut within two days of its occurrence then penalty amounting to Rs.500/-per cut per day will be levied on contractor.
- c) The contractor/agency will have to arrange the related material and required machinery for the repair of potholes and depression during the mtc. period at his own cost. Nothing extra will be paid on his account.
- d) Security amount deducted under clause-1 of agreement will be 5% of gross amount of work. This security amount will be refunded after successful completion of the mtc. period of one year.

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**QUALITY CONTROL (E)**

1. a) Identify defects: The engineers-in-charge or his representative shall check the contractor's any work and notify the contractor any defects that are found. Such checking shall not relieve the contractor/ contractor's responsibility/ responsibilities. The engineer-in-charge may instruct the contractor to search for defect and to uncover any work that the engineer-in-charge or his authorized representative considers may have a defect.  
g) Correction of defects: The Engineers-in-charge shall give notice to the contractor of any defects before the end of defects liability period/ maintenance period which will be one year after completion. The defect liability period/ maintenance shall be extended as long as defects remain to be corrected. Every time notice of a defect is given, the contractor shall correct the notified defect within the limit of time specified by the Engineer-in-Charge's notice. If the contractor has not corrected a defect within the time specified in Engineer-in-charge's notice, the Engineer-in-charge will assess the cost of having the defect corrected and the contractor will pay the amount.  
h) The contractor shall have to provide a field laboratory fully equipped at work site and at hot mix plant for conducting all the relevant tests mentioned in the MORTH&H specification subject to the approval of the Engineer-in-charge or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representative, which will become the property of Deptt. The contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of Engineer-in-charge or his authorized representative. All the entries are to be signed by the contractor and such authorized representative of Engineer-in-charge.
2. The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost. In case the material is not found upto the requirement, the same will be rejected. Cost of such tests will also be borne by contractual agency.
3. Various quality control operation will be maintained as per clause No. 901, 902, 903 of MORTH (Road wing) specification (IVth revision) of 2001/ latest edition.
4. Contractor shall provide suitable measuring arrangement and leveling instruments of latest quality approved by Engineer-in-charge at the site of work.
5. No extra payment on account of quality control measures shall be paid to the contractor.
6. The Engineer-in-charge at his discretion can get any type and nos. of tests carried out from any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the contractual agency. The results so obtained from the laboratory would be acceptable/ binding to the agency.
7. The riding quality of each and every reach will be strictly as per specifications.
8. Work will be also be opened to third party inspection also.
9. The Sign Board showing the detail has to be installed at site free of cost before starting the work.

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<b>DNIT</b>				
<b>Name of Work</b>	<b>Repair and maintenance of damage manhole and providing &amp; fixing manhole cover frames in various streets in village Ghata, Ward No. 32, Gurgaon.</b>			
<b>HSR Item Sub Head-I</b>				
<b>Sr. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate+C.P</b>
1(29.94)	Providing and fixing of SFRC Manhole cover (EHD-35) with frame of Heavy Duty in (EHD-35) cement sand mortar 1:2 including as per HSR.	60.00	Nos.	1200+5%
<b>N.S. Items Sub Head-II</b>				
<b>Sr. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate to be quoted by the contractor</b>
1	Raising of Manhole in various street in Village Ghata.	60.00	Nos.	
2	Removal of broken manhole cover for old work complete in all respect.	60.00	Nos.	

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