

Municipal Corporation Gurgaon



TENDER

and

CONTRACT DOCUMENT

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

**Name of Work: Construction of street road with
interlocking tiles Grade M-40 of Sai Kunj, Ward
no-02 Zone 02 Gurugram Under MCG.**

Name of Agency:

Agreement No. :

-Sd-

Signature of Dy. Supdt.

Tender Notice No

DETAIL NOTICE INVITING TENDER

On behalf of Commissioner, Municipal Corporation Gurugram, Online bids are hereby invited on prescribed forms from registered contractors with Municipal Corporation Gurugram & other State Govt. / Semi Govt. Corporations/ Board of State of Haryana for similar nature for the following works:

E-Tender is invited for below mentioned Work in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No	Description of work / Items	DNIT Amount In lakh.	EMD to be deposited by Bidder	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid of EMD Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Construction of street road with interlocking tiles Grade M-40 of Sai Kunj, Ward no-02 Zone 02 Gurugram Under MCG.	24382649 /-	488000/-	16180/-	14-02-2022 12:00 Hrs	28-02-2022 12:00 Hrs	28-02-2022 12:00 Hrs

1. Cement and steel will be used as per brands approved in HSR.

2. Defect Liability Periods of 2 year with maintenance by agency.

3. Experience :

- (i) **Experience of having successfully completed similar works i.e. "Construction of roads/ streets with interlocking tiles of grade M-35 or M-40." of any Govt \ semi Government\ PSU\ Board & Corporation during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:**
- (a) **Three similar completed works costing not less than the amount equal to 40% of the estimated cost. Or**
- (b) **Two similar completed works costing not less than the amount equal to 50% of the estimated cost. Or**
- (c) **One similar completed works costing not less than the amount equal to 80% of the estimated cost.**
- (ii) **Cement (OPC-43 Grade Cement): In case contractor is allowed to use PPC Cement, arrange by himself deduction a 25/- per bag of 50 kg cement will be made from the bills of agency.**
- (iii) **Steel (Fe-500, TMT Steel Bars): (i) The revised prices are based on Fe-500 TMT steel Bars of the company's TISCO, SAIL, RINL or IISCO.**

(ii) In case steel is to be arranged by the agency and agency is allowed to use Fe-500 TMT steel bars of companies other than above but ISI marked the deduction @ Rs. 6000/- per MT will made from the bill of agency.

4. **Annual Turnover:** Average annual financial turnover during the last 3 year, ending 31st march of the previous financial year should be at least 30% of the estimated cost.
5. In case the rates received in financial bids received on lower side then additional performance security shall have to be deposited in the following manner:-
 - I. Upto 10% below tender value - 0.5% for each 1% below tender value.
 - II. For more than 10% below tender value - 3% + 1% for each 1% after 10% below tender value.
6. That after opening of technical bids, no participating bidders will be allowed to withdraw online bids, if at any stage, it has been found that any bid has been got withdrawn without technical evaluation or without any reason, such agencies will be debarred for tendering in future.
7. The material recovered from site during execution will be the property of MCG and the recovery of the same will be made from the bill of the agency as per market rate.
8. Cont./ Agency/will submitted online scanned copy of Cont/firm/Registration Certificate, Pan Number, GST No.
9. If the agency is not having ESI & EPF No. then he has to submit an undertaking saying that he is not covered under ESI & EPF and if he deployed more manpower, in that condition, he will submit ESI & EPF No. & necessary returns as per law.
10. The contractors/firm/agency shall have to submit an affidavit of present date to the effect that he has no relation or connection with firm contractor blacklisted by any government department municipal corporation/council at the time of Online Bid Submission.
11. The Contractor/ Agency have to upload this DNIT after sign on all pages of this that he agree to work on these conditions.
12. Bidder should submit the banker certificate (Bank Solvency) up to estimated amount of tender work.
13. Bidder should submit the annual turnover of last three years statement attested by C.A. on his letter head confirming annual turnover for each of the last three years with UDIN number.
14. The Contractor/ Agency shall not be in good relation with Municipal Employees, members of MC and the contractors/firm/agency shall have to submit an affidavit of present date to this effect to MCG.
15. All uploaded documents should be self attested with stamped.
16. Bidder should submit receipt of latest TDS return attested by C.A.
17. The C&D waste generate, if any will be disposed off by the Contractor/ Agency at the C&D Plant situated at Basai.
18. At the time of execution, if there occurs any deviation, the necessary prior approval shall be got accord from technical competent authority alongwith justification and reasons i.e. EE upto Rs. 25.00 lakhs, SE from Rs. 25.00 lakhs above upto Rs. 50.00 lakhs and CE above Rs. 50.00 lakhs.

- 19. Only treated water from mini STP, micro STP or from main STP will be used in the construction work. The successful bidder shall have to submit certificate regarding use of treated water in the construction work.**
- 20. There is a provision of 3% the performance security of the agreement/awarded amount.**
- 21. Valid enlistment.**
- 22. Earnest Money**
- 23. GST, PAN No.**
- 24. All Condition as per tender Documents.**
- 25. The period of bid capacity is 120 Days.**

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

Intending bidders will be mandatorily required to Demand draft (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs. 16180/- (Rupee Sixteen Thousand One Hundred Eighty Only) offline in form of Demand draft in favour of Commissioner, Municipal Corporation Gurugram.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	14-02-2022 12:00 Hrs	28-02-2022 12:00 Hrs

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her

Application/bid status will be considered as 'Applications / bids not submitted'.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

Instructions to bidder on Electronic Tendering System

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

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>
Please visit the website for more details.

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 / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature 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.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (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 backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 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 the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 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.

2.8 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.

Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>

5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the <https://etenders.hry.nic.in>

6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. 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 online Notice Inviting Tenders.

7 Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee + e-Service fee:

The offline payment for Tender document fee, eService Fee & EMD can be done in form of Demand draft.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

Office Timings of Help-desk support :- The details are mentioned on Web site.

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 L 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 along with 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 tendered 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.

**Executive Engineer-I
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 $\frac{1}{2}$ 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 contactor 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.
27. Before laying any construction layer GSB, sub grade or base course, earth work on berms, if it is to be done by the agency against this agreement, should be completed in all respect simultaneously. Before taking work of any next layer, earth work on berms should be completed payment of any layer will be released only when on berms should be completed payment of any layer will be released only when earth work on berms are completed

Executive Engineer-I

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 shall 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 $\frac{1}{2}$ 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 precautions 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 cut 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 including 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 made 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 locals 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 what so ever 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 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.

32. Samples will also be got tested from CRRRI/ 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.
34. The agency to which the work is allotted will have to produce original vouchers for all quantities in lieu of purchase of bitumen from refinery steel, cement, and bricks from the original manufacturer or other authorized dealers/distributors to the entire satisfaction of the Engineer-in-Charge for ascertaining the genuineness of material. Attested copy of voucher will have to be submitted along with bills
35. The documentary proof of procurement of bitumen from refinery as per requirement prescribed in the MORT&H specification/technical note of MORT&H and IRC special publication No. 53 from the reputed source and test result from CRRRI will be produced by the agency.
36. i) The contractor shall provide, install, maintain and operate at his own cost in good working condition a weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer-in-charge or his representative.

(ii) Each truck before loading of the mix shall be weighted on the weight bridge and its weight shall be recorded in the measurement book under the signature of authorized representative of the contractor and of the Engineer.

(iii) The truck shall be again be weighed on the weight bridge after loading of the mix and its weight recorded as per prescribed Performa.

(iv) The volume shall then be worked out by dividing the weight of the mix laid on particular stretch of the road with average field density of the very particular stretch. For this purpose the average density for the stretch shall determine by the actual determination of field density by core cutter method. The test will be carried out at the rate of minimum of one test per 250 sqm area as prescribed in MORT&H specification.
37. Unloading of bitumen at plant site will be done in the presence of representative of Engineer-in-Charge. The day to day receipt and issue account of bitumen shall be maintained by the representative of Engineer and signed daily by the contractor or his authorized representative on the Performa appearing on subsequent pages.
38. The Hot Mix Plant will be so located subject to the approval of the Engineer-in-charge involving such lead in transportation of the mix so as to avoid its segregation and temperature drop beyond specified limits. The maximum lead should not be more than 25 km.

39. Checking of pilferage bitumen in road works:-

- (i) The data of each & every tanker of receipt of bitumen be intimated to the concerned Assistant Engineer at the time of its receipt ;
- (ii) Unloading of bitumen at plant site will be done in the presence of representative of Assistant Engineer. The day to day receipt and issue account of bitumen shall be maintained by the representative of Engineer and signed daily by the contractor or his authorized representative.
- (iii) The bitumen indents of refinery should be sent to concerned refinery for verification as many fake indents are also available in market.
- (iv) No contractual agency should be allowed to work from the same hot mix plant against two different contracts at one time. If he wants to start work on new project, he will have to stop the first work & then take permission from concerned Assistant Engineer. in writing intimating the balance bitumen available at plant site. No verbal permission will consider/allow.
- (v) An undertaking should be taken from the agency during the payment of every bill that :
 - He has actually purchased the bitumen as per it's enclosed as annexure He has used this bitumen on this work only.
 - He has not claimed its cost from any other division/office of anywhere else.
 - He owns full responsibility for the quality & quantity of bitumen and submission of data.
 -
- (vi) For controlling the quantity of mixed material the following procedure is adopted.
 - The contractor shall provide, install, maintain and operate at his own cost in good working condition a weigh bridge of suitable capacity at site of the mix plant under the direction of Engineer-in charge or his representative.
 - Each truck before loading of the mix shall be weighted on the Weight Bridge and its weight shall be recorded in the measurement book under the signature of authorized representative of the contractor and the Assistant Engineer Engineer.
 - The truck shall be again weighed on the weight bridge after loading of the mix and its weight recorded as per prescribed Performa.

40. Approximate quantities are given in the contractor 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 in the contractor.

41. All amendments issued in the Haryana P.W.D schedule of rates 1988 up till the date of opening the tender will be applicable on this contract schedule of rates.
42. No claim will be entertained by the department in case any omission in description, rates and unit occurred in any of the schedule on account of typing comparison of over writing there will be any such mistake will be rectify at any stage by the Engineer-In-Charge.
43. The contractor will make his own arrangement at his own cost for the diversion of the traffic and public movement for making the site clear from the obstructions for smooth cleaning operation.
44. The contractor may have its own assessment of site conditions before submitting the tenders. No claim of any account will be entertained at later stage after allotment of the work.
45. Any damage caused to the structure during construction operation shall be repaired by the contractor at his own cost and the Department shall not bear this cost of any stage.
46. The work will be carried out strictly in accordance with the PWD book of the specification 1990 addition which will for a part and parcel of the contract agreement.
47. In this contract schedule of item only essential portion of description of the item has been written but it will deem to cover the entire cost of described in the Haryana PWD schedule of rates 1988.
48. The Engineer-In-Charge shall be entitled or order work against any item of work shown in this contract schedule of rates herewith after called "The Schedule" to any extent and without any limitation what so ever required in his opinion for the proposed work irrespective of quantities are omitted at together the schedule and shown less or more than the work order to be carried out.

**Executive Engineer-I
Municipal Corporation
Gurgaon**

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 Yamuna 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.

**Executive Engineer-I
Municipal Corporation
Gurgaon**

QUALITY CONTROL (E)

1. 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.
 - b) 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.
 - c) 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&H (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. Tiles/RMC be procured from the approval sources only and invite of the same be submitted alongwith bill by the firm.

**Executive Engineer-I
Municipal Corporation
Gurgaon**

Condition of NGT (F)

1. 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
2. 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, road in any colony.
3. 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
4. All the construction material and debris shall be carried in the trucks or other vehicle 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.
5. If any reason, owner or contractor is found to be violating any of the condition stated in this order or for their non compliance, such person, owner, contractor shall be liable to pay, compensation of Rs. 50,000/- for each default in relation to construction activity at its site and Rs. 5000/- for each violation during carriage and transportation of construction material, debris through trucks or other vehicle, 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.
6. 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 aforestated shall be entitled to direct stoppage of work.
7. Compliance of the following instruction be ensured as per direction given by Hon'ble NGT vide order dated 26.11.2014 , 04.12.2014 & 19.01.2015
 - A. There should be no hot mixing on the road side. During construction and maintenance of road, it shall be also ensure that coal tar, bitumen and

asphalt is brought in molten condition and same is neither brunt nor fire is put to melt these substances on open roads.

- B. No Govt. authority, contractor, builders would be permitted to store and dump construction material or debris on the metalled road.
 - C. Such storage does not cause any obstruction to the free flow of traffic and/ or inconvenience to the pedestrians. Every builders, contractor or person shall ensure that the construction material is completely covered by tarpaulin. To ensure that no dust particles are permitted to pollute the air quality as a result of such storage.
 - D. The builder / contractor will be responsible and ensure that their activity does not cause any air pollution during course of the construction and / or storage of material or construction activity. Defaulters shall be liable to be prosecuted under the law in force.
 - E. The builder / contractor will be responsible and ensure that their activity does not cause any air pollution during course of the construction and / or storage of material or construction activity. Defaulters shall be liable to be prosecuted under the law in force.
 - F. The ground water shall not be used for purpose of construction of work in terms of order of Hon'ble High Court dated 16.07.2012 in CWP's No. 2..32 of 2008, 13594 of 2009 and 807 of 2012
8. Compliance of the following instruction be ensured as per direction given by Hon'ble NGT vide order dated 28.04.2015 in OA No. 21 of 2014 & O.A No. 95 of 2014
- I. All the direction contained in our order dated 04th Dec. 2014 shall continue to be in force and the Authorities concerned would carry out the said directions in their true spirit and substance.
 - II. There shall be complete prohibition of burning of any kind of garbage leave, waste plastic, rubber, self moulding compound and such other materials in open. Any person affected or concerned area, the office of the corporation, council or local authority under whose jurisdiction that area falls , NGT has directed that every public authority, corporation , State Government of NCT of Delhi , Utter padres and Haryana to forthwith notify the telephone numbers, website address or any other electronic media and process to which the complaints can make the complaint to any or all of the authorities as indicated herein above. The complaints preferably should be made to the authorities concerned who have jurisdiction over the area in which the offending activities is being carried on has been carried on.
 - III. NGT further directed that all the corporation concerned state falling in NCR, within two days from 28.04.2015 would notify on their websites. The website address and mobile no. to which such complaint can be made/ sent.
 - IV. Immediately upon receipt of such complaint, the concerned Authority and / or Authorities the designed officers would proceed to take action in accordance with law.

- V. For every incident of burning of any such above stated material, the person who is found actually burning such and / or responsible for or abating such burning would be liable to pay compensation in terms of the section 15 of the National Green Tribunal Act-2010 for polluting the environment and would be liable to pay a sum Rs.-5000/- to be paid instantaneously.
- VI. In the event such offender refuses to comply with directions of the authorized officers, the Authorized officers would be at liberty to serve a notice upon him appearing before the tribunal and to show cause why the person burning, abating or responsible for such burning materials afore indicated, be not directed to pay compensation as may be determined by the tribunal in accordance with law.
- VII. The orders of the NGT are to be complied with as a decree/ order of the Civil Court. All these Authorities and the Police are duty bound to carry out the directions/ orders of the Tribunal in accordance with law. The money so collected, shall be maintained by the Corporation and / or any authority as a separate fund to be utilized for improvement, restoration and restitution of the environmental degradation resulting from such activity or otherwise.
- VIII. The payment of such compensation shall not absolve the offender of the other liabilities that such person may incur under different laws in force including other provisions of the national Green Tribunal Act-2010.
- IX. NGT has directed that there is no burning of leaves or horticulture residue, all the Corporations, Authorities and the State Governments to ensure that there is proper composting pits area-wise prescribed within one week from today (28.04.2015). The composting will be only at those sites and all the corporation Authorities and the State governments shall be responsible to provide due space for collection and deposit of horticulture waste including leaves for composting purposes at these sites.
- X. Each officer under whose jurisdictions the area would fall, would be personally responsible for imposition of compensation and costs. If any activity is could to be carried out in any area of NCR of Delhi in violations to the orders of the Tribunal and the law in force in that regard, the Deputy Commissioners, Director Horticulture, SHO concerned, Assistant Commissioners, Sanitary Officers of the area would be personally responsible, similarly officers from the state of Haryana would be personally responsible for compliance of these directions.
- XI. The composting sites should be provided nearer to the places where there is a large numbers of trees, gardens and compost bits which also convert into self manure should be used for horticulture purposes to ensure that the burden on the site does not increases beyond its capacity.
- XII. Decision in regard the land fill sites should be taken expeditiously as possible in any case not later that three weeks from 28.04.2015. Such adequate number of sites if no earmarked should be identified by the respective Corporations and authorities if not done so far.
- XIII. No one would permit the burning of plastic and allied products in NCR area.

If authorities notice any burning of such materials they would not only ensure that such activity does not persist but ever would be entitled to seize the entire material which is illegally and unauthorisedly stored held by a person is does not possess of license or authorized for dealing with such products in accordance with the plastics waste management and handling rules 2011. Upon seizure of such material, the authorities would take a direction from the Tribunal dispose off the same by giving it to the authorized dealer in accordance with directions issued.

**Executive Engineer-I
Municipal Corporation
Gurugram**

DNIT

Work Name					Total Amount		
DNIT for construction of street road with interlocking tiles Grade M-40 of Sai Kunj, Ward no-02 Zone 02 Gurugram Under MCG		Work Code	GUR01220211116212536				
Item Code	Item Type	Item Description	Unit	Calculated on Rate	Quantity	Calculated Rate	Total Amount
6.1.6	NEWHSRITEM (6.1.6)	6.1.6-1.4.8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size) Details of cost for 1 cum MATERIAL - (B0017+B0019+CA012+CA008+B0039+CA009+B0029CA015) LABOUR - (LB002+LB008+LB002+PM001+PM009+LSD04)	CUM	Through Rate	2423	2,735.00	6,626,905.00
4.7.1.1	NEWHSRITEM (4.7.1.1)	4.7.1.1-Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth and lift upto 1.5 m, as directed by Engineer-in-Charge. All kinds of soil 50m lead		Through Rate	4846	59.00	285,914.00
10.77	NEWHSRITEM (10.77)	10.77-Providing and laying 80mm thick factory made cement concrete interlocking paver block of M. 35 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over (BIS 15658:2006)	sqm	Through Rate	24230	713.00	17,275,990.00
17.5.3	NEWHSRITEM (17.5.3)	17.5.3-Compacting Original Ground - Compaction of Earthwork-Compaction of & preparation of sub grade including loosening, leveling of earth 225 mm thick top layer, rough dressing of soil, final dressing of earth to give level, camber, watering, rolling with r	sqm	Through Rate	24230	16.00	387,680.00
Total :							24,576,489.00

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]