



## Bhopal Smart City Development Corporation Limited

**“Construction of Smart Road- Phase IV of South TT Nagar (ROW 30m, 24m,18 m,12m and 6 m) consisting of Utility Ducts with allied works under Area Based Development-Bhopal Smart City”**



**REQUEST FOR PROPOSAL**

## LIST OF CONTENT

<b>SECTION 1</b>	<b>Notice Inviting Tender (NIT)</b>
	<b>Memorandum (Annexure 1)</b>
<b>SECTION 2</b>	<b>Instructions to the Bidders (ITB)</b>
<b>SECTION 3</b>	<b>Clauses of the Contract</b>
<b>SECTION 4</b>	<b>Labor Safety Provisions</b>
<b>SECTION 5</b>	<b>Forms and Formats</b>
<b>SECTION 6</b>	<b>Scope of Work &amp;Special Conditions of the Contract (SCC)</b>
<b>SECTION 7</b>	<b>Technical Specifications and List of Approved Makes</b>
<b>SECTION 8</b>	<b>Drawings</b>
<b>SECTION 9</b>	<b>Bill of Quantities (BOQ)</b>
<b>SECTION 10</b>	<b>Environment health and safety requirements (EHS policy)</b>

**SECTION-1**

**NOTICE INVITING TENDER**

**Bhopal Smart City Development Corporation Limited**

**NOTICE INVITING e-TENDER (NIT)**

BSCDCL invites online percentage rate /item rate tender as per schedule as under:

Tendering Document No.	:	MPBSCDCL/TENDER NO -67
Name of the Work	:	<b>“Construction of Smart Road- Phase IV of South TT Nagar (ROW 30m, 24m,18 m,12m and 6 m) consisting of Utility Ducts with allied works under Area Based Development-Bhopal Smart City”</b>
Brief Scope of Work	:	<b>Construction of Flexible Pavement, Utility Ducts along with allied works for Balance Roads ROW at Bhopal city.</b>
Estimated Cost	:	Rs. 49.68 Cr. ( Forty Nine Crore Sixty Eight Lakhs Rupees Only)
Period of Completion	:	12 Months including raining season
Earnest Money Deposit	:	Rs.25,00,000/-(Twenty Five lakhs rupees only)
Non-refundable cost of e- Tender Document	:	Rs.50,000/- (Fifty Thousand rupees)
Purchase of Tender Start Date	:	01/09/2018 20:00 Hrs
Purchase of Tender End Date	:	19/09/2018 23:00 Hrs
Last date & time of submission of Online Tender( Bid Submission)	:	19/09/2018 23:30 Hrs
Period during which hard copy of the documents as per NIT shall be submitted.(With all technical credentials)	:	20/09/2018 12:00 Hrs
Date & Time of Opening of technical Tender	:	20/09/2018 15:00 Hrs
Date & Time of Opening of Financial Tender	:	Will be intimated later to successful Bidder
Validity of offer	:	180 days from the date of Submission of price bid.
Pre-Tender Meeting & Venue	:	06/09/2018 at 15:00 Hrs. At BSCDCL, Bhopal Office

The Bidder if required may submit queries in writing on E-mail Id. tenderqueries@smartbhopal.city before 05/09/2018 **up to 23:30.**

## **ELIGIBILITY CRITERIA FOR BIDDER:**

1. The Bidder shall be registered contractor in of appropriate class with the Central Govt./ State Governments or Central / State Government Undertakings.

2. The Bidder in their own name should have satisfactorily executed the work of similar nature Semi Govt. / Govt.& Public / in India, during last 7 years ending last day of month previous to the one in which bids are invited as a prime Contractor.

**Three similar completed works of similar nature each costing not less than 40% of the estimated cost**

OR

**Two similar completed works of similar nature each costing not less than 50% of the estimated cost.**

OR

**One completed work of similar nature of costing not less than 80 % of the estimated cost.**

**Similar works means i.e. works for National Highway / State Highway / Ring Road Project in govt. sector for construction of flexible pavement, and utility service like drain and duct**

3. The Bidder should demonstrate through submission of experience certificates for collective experience of handling the following disciplines of work in the above contracts:

### **Construction Experience in Key Activities ( Physical Criteria) :**

- I. Completed M20 grade and above Grade of concrete work of Quantity 1200 Cum in the form of slab and/or wall (Cumulative Quantity) in completed projects during last seven (7) financial years and out of this at least 30% quantity should be executed in Single completed project.
- II. Footpath Work (any flooring / paving of cement concrete/ stone slabs/ tiles / inter paver blocks etc.) required for the roads covering 1 Km length and above (Cumulative Quantity) in completed projects during last seven (7) financial years and out of this at least Rs 10 cr should be executed in Single completed project.

4. The average annual financial turnover during the last 3 years ending 2017-18 should not be less than 30% of the estimated cost. To ascertain this, Bidder(s) shall furnish the financial statement duly certified by Chartered Accountant.

5. Bidder should submit Client/Users Certificate of satisfaction for the work they have executed.
6. The Bidder(s) net worth should be positive in the year 2017-18.
7. Bidder shall have valid registration in GST registration' EPF Registration Certificate & PAN Card.
8. The bidder should never black listed by any government organization (Central/State/PSU), bidder should submit affidavit signed by Director of the company.
9. Joint Ventures/Consortium are not allowed

Note:-

1. The bidder should necessarily submit completion certificate of the Qualifying works from the client/user/ duly signed by an officer not below the rank of Executive Engineer or equivalent of the concerned organization
2. The Bidder shall submit the audited balance sheets / CA certified for last 3 years (2015-16, 2016-17, 2017-18).
3. For the purpose of determination of turnover of the bidder, only turnover from building construction projects shall be considered. This shall be backed by a certificate from the Statutory Auditors of the company/Chartered Accountant. Turnover from real estate development, sale of RMC, trading or sale of flats or offices shall not be considered for evaluation.
4. For the purpose of determining the relationship of the Bidder with their group companies, only the following documents such as the Annual Report, Balance Sheet or the Auditor Certificate, shall be considered.
5. Net worth shall be calculated as the sum of share capital and free reserves and surplus. Accumulated losses if not adjusted in reserves and surplus and shown separate in the balance sheet shall be deducted from the sum of share capital and free reserves and surplus. Reserves on account of revaluation of fixed assets shall be excluded.
6. BSCDCL shall have the authority to make enquiries with the bidder's bankers and auditors.
7. The bidders shall indicate information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years. The information shall include the name of the parties concerned, disputed amount, cause of litigation & matter in dispute.

The Main Contractor should get the specialized works i.e. Electrical works executed through nominated subcontractor duly approved by the Engineer-in-charge of BSCDCL whose qualifying criteria are as mentioned in the SCC.

- **BID CAPACITY:**

The bid capacity of the prospective bidders will be calculated as under:

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

Where

**A** = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the **last seven years** (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

**N** = Number of years prescribed for completion of the Project/Works,

**B** = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer- in- Charge, not below the rank of an Executive Engineer or equivalent.

**Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:** made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Financial Year	Turnover/ Cost of Executed work	Effective cost of executed work at previous completed financial year's price level
(2017-18)	A	1.00 x A
(2016-17)	B	1.10 x B
(2015-16)	C	1.21 x C
(2014-15)	D	1.33 x D
(2013-14)	E	1.46 x E
(2012-13)	F	1.61 x F
(2011-12)	G	1.77 x G

- **EQUIPMENT CAPABILITIES**

The Bidder(s) shall own/hire equipments, in full working order, as listed below, and must demonstrate that based on known commitments, they will be available for timely use in the proposed contract. The bidder should, undertake their own studies and **furnish with their**

**bid**, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder will ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs. 100 stamp paper or of value as approved by Client to be submitted along with the Bid. The quantity mentioned is the minimum requirement; however it is in the obligation of the Contractor to deploy additional equipments and machinery as per requirement of work.

Sr.no	Equipment	Minimum Requirements
1	Concrete batching plant of adequate capacity	1 no each
2	Concrete Pumps	2 nos
3	Concrete Transit Mixer	2 nos
4	JCB / Excavators	4 nos
5	Excavator	4 nos
6	Rock/ Concrete pneumatic breaker	4 nos
7	Dewatering Pumps	8 nos
8	Needle Vibrators	8 nos
9	Plate Vibrators	8 nos
10	Fully Automatic Sensor Paver	1 nos.
11	Fully automatic Hot Mix Plant	1 nos.

• **PERSONNEL CAPABILITY**

Contractor must produce documentary evident having the following staff on their establishment at least six months prior to submission of bid and during the duration of contract and should submit undertaking stating that this staff or equivalent will be deployed on site after award of contract as per necessity and instruction of Engineer in Charge. Project shall be handled by a project manager having at least BE civil with min. 20 yr. experience in executing Building project.

Sr. no	Post	Qualification	Minimum Requirements
1	Project Manager	At least BE-civil with min. 20 years experience in executing high rise building project	1 no
2	Site Engineer	At least BE-civil with min. 10 years experience in executing high rise building project	2 nos
3	Quality Engineer	At least BE-civil with min. 08 years experience in executing high rise building project	1 nos
4	Project planning Engineer	At least BE-civil with min. 07 years experience in executing high rise building project	1 no
5	Supervisory Staff	Construction supervisor with minimum 5 years experience	3 nos



Even though the bidders meet the above qualifying criteria, they are liable to be disqualified if they have;

- (a) made misleading or false representations in the forms, statements and attachments submitted by them which comes to the knowledge of Employer; and/ or;
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, financial failures, etc.

The Bidders should additionally submit the following details in their Bid but not limited to the same:

- b.) copies of original documents defining the constitution or legal status, place of registration and principal place of business; written Power of Attorney authorizing the signatory of the bid to commit and bind the Bidder, details of arbitrations and litigations
- c.) details of financial data giving annual turnover including profit and loss statements, balance sheets, auditor's reports for the past 3 consecutive financial years ending 31-03-2017
- d.) A letter of authority to seek references from the bidders' bankers and previous / existing Employer's
- e.) project wise experience as a Prime Contractor on similar scope of works over the last 5 years.
- f.) Proposed Safety plan and procedures that shall be followed during the execution of the Works
- h.) List of equipment / plant and machinery for executing the Contract in line with proposed general program/method statement . Availability (either owned or leased or by procurement) of key and critical equipment for the Works list of equipment to be enclosed with the bid.
- i.) Experience in handling Similar Projects to be supported by WO/PO Copies, Project Completion certificate, Project Status Report (duly certified by respective authority) and Performance Certificates from clients.
- j) All the document in support for meeting the Qualification Criteria
- k) Signed copy of Pre-Bid Meeting held, if any.
- l) Copies of all schedules, Technical Specifications and Deviations, if any, drawings, literature, brochures.

**MEMORANDUM**

Sl. No.	Description	Cl. No. of NIT/ITB/Clauses of Contract (CC)	Values/Description to be Applicable for Relevant Clause (S)
1)	Name of Work		<b>“Construction of Smart Road- Phase IV of South TT Nagar (ROW 30m, 24m,18 m,12m and 6 m) consisting of Utility Ducts with allied works under Area Based Development-Bhopal Smart City”</b>
2)	Client/Owner		Bhopal Smart City Development Corporation Ltd.
3)	Type of Tender		Online percentage rate/Item rate
4)	Earnest Money Deposit		Rs.25,00,000 /-(Twenty Five Lakhs rupees only)
5)	Estimated Cost		Rs. 49.68 /- ( Forty Nine Crore Sixty Eight lakhs Rupees Only)
6)	Time allowed for Completion of Work		12 Months including raining season
7)	Mobilization Advance		10% of contract value
8)	Interest Rate of Mobilization Advance		Simple Interest Rate of 10% Percent only) (Per Annum)
9)	Schedule of rates applicable		Civil Works: MPPWD 2017, UADD 2012 R&B, DSR 2016 (CPWD) & NON SOR Items
10)	Validity of Tender		180 (One Eighty) Days
11)	Performance Guarantee		5.00 % (Five Percent Only) of contract value within 30 days from the issue of Letter of Award
12)	Security Deposit/Retention Money		5.00% (Five Percent Only) of the gross value of each running bill.
13)	Time allowed for starting the work		The date of start of contract shall be reckoned from 10 days after the date of agreement.
14)	Deviation limit beyond as per tender document		Unlimited  Note:- As per the requirement of the successful completion of the project. Prices shall be firm
15)	Escalation		All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract
16)	Defects Liability Period		Five (5) years after successful completion of all works

The intending Bidder must read the terms and conditions of BSCDCL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

Information and Instructions for Bidders posted on Website(s) shall form part of tender Document.

The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending Bidder. But the tender can only be submitted after uploading the mandatory scanned documents such as:-

1. a) Proof of e-payment towards cost of tender document,  
b) Proof of online payment through e-portal [www.mpeproc.gov.in/](http://www.mpeproc.gov.in/) or Bank Guarantee of any Nationalized or Commercial Scheduled Bank against in favor CEO, BSCDCL of EMD & All other documents shall be as per Notice Inviting e- tender.

**List of Documents to be scanned and uploaded within the period of tender submission:**

- a. Proof of online payment / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD in favor of CEO, BSCDCL.
- b. Copy of documents related to qualifying requirement of bidders as per NIT clause.
- c. Letter of Acceptance of tender condition unconditional as per format enclosed Certificate of Financial Turnover duly certified by CA as indicated above.
- d. Valid GST registration, EPF registration, PAN No, TAN No
- e. Acknowledgement towards cost of tender fee submission
- f. All pages of all the Corrigendum (if any) duly signed by the authorized person.
- g. Affidavit as per "Appendix-O" of tender document.
- h. Acceptance letter and Affidavit/Undertaking for Blacklisting/ Debar. Bidder to submit the affidavit on Rs. 100 stamp paper as per attached format.
- i. Should submit the list of tools plant and machinery.

If any condition or conditional rebate is offered by the Bidder, their tender shall summarily be rejected. The Bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

After submission of the tender the Bidder can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

When it is desired by BSCDCL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid. On opening date, the Bidder can login and see the tender opening process. Contractor can upload documents in the form of JPG format and PDF format.

If the contractor is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document and processing fee shall not be refunded. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document and processing fee shall not be refunded.

Notwithstanding anything stated above, BSCDCL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, in the overall interest of BSCDCL. In case, Bidder's capabilities and capacities are not found satisfactory, BSCDCL reserves the right to reject the tender.

**SECTION-2**

**INSTRUCTIONS TO BIDDER**

## INSTRUCTION TO BIDDER (ITB)

### A. GENERAL INSTRUCTIONS:

#### 2.1. General terms of Bidding-

2.1.1 No Bidder shall submit more than one BID for the Project.

2.1.2 The Feasibility Report / Preliminary Project Report of the Project has been assessed however the Bidders are expected to carry out their own surveys, investigations and other Preliminary examination of the Project before submitting their Bids. Nothing contained in the attached drawings/BOQ shall be binding on the BSCDCL nor confer any right on the Bidders, and the BSCDCL shall have no liability whatsoever in relation to or arising out of any or all contents of TENDER.

2.1.3 Notwithstanding anything to the contrary contained in this RFP, the Preliminary terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.1.4 The BID shall be furnished in the financial bid format attached separately in the Excel format

- BID to be quote 1 plus % above or below (for Example. If want to quote 5% above then write 1.05 and if want to quote 5% below then write 0.95) for the SOR sheets.
- BID shall be quoted item wise in the given excel sheet for the NON SOR items.

2.1.5 The Bidder shall deposit a BID Security (EMD) of Rs.25,00,000/- (Twenty Five Lakhs rupees only) in accordance with the provisions of this RFP. The Bidder has to provide the BID Security (EMD) through online payment or in the form of a Bank Guarantee acceptable to the BSCDCL, as per format.

**Company Name: Bhopal Smart City Development Corporation Ltd.**

**Bank Name: Allahabad Bank.**

**Branch Address: Arera Colony, Bhopal**

**A/C no. : 50327343809**

**IFSC Code: ALLA0210197**

**PAN No. : AAGCB6537N**

**TIN No. : 23889236926**

**Service Tax No. : AAGCB6537NSD001**

**GST no: 23AAGCB6537N1ZE.**

2.1.6 The validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the BSCDCL and the Bidder.

2.1.7 The BID shall be summarily rejected if it is not accompanied by the BID Security. The BID Security shall be refundable no later than 150 (one hundred and fifty) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format, authorizing the signatory of the BID to commit the Bidder.

2.1.9 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

- 2.1.10 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 2.1.11 The documents including this RFP and all attached documents, provided by the BSCDCL are and shall remain or become the property of the BSCDCL and are Transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID.
- 2.1.12 The provisions of this Clause shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the BSCDCL will not return to the Bidders any BID, document or any information provided along therewith.
- 2.1.13 This RFP is not transferable.
- 2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in tender document.
- 2.1.15 While bidding is open to persons from any country, the following provisions shall apply then the Eligibility of such Bidder shall be subject to approval of the BSCDCL from national security and public interest perspective. The decision of the BSCDCL in this behalf shall be final and conclusive and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the BSCDCL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations,1997, or any substitute thereof, as inforce on the date of such acquisition. The Bidder shall promptly inform the BSCDCL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- 2.1.17 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the Purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business. Latest Financial Year will be (2016-2017)
- 2.1.18 Any entity which has been barred by GOI or Govt. of Madhya Pradesh for the works of expressways, National highways, and the bar subsists as on the Bid Due Date, would not be eligible to submit the BID, bidder need to submit Affidavit regarding the same.
- 2.1.19 The BSCDCL reserves the right to reject an otherwise eligible bidder on the basis of the information provided in tender document. The decision of the BSCDCL in this case shall be final.

## **2.2 Eligibility and qualification requirements of Bidder**

### **2.2.1 For determining the eligibility of Bidder the following shall apply:**

- (a) An Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(b) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the BSCDCL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner formatters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the even though such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incident alto the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the BSCDCL, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the BSCDCL may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the BSCDCL being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

#### **OTHER INSTRUCTIONS-**

- On line percentage rate/ Item rate tenders on behalf of Owner/Client are invited for the work. The pre-qualification / enlistment of the contractors should be valid on the last date of submission of tenders. In case the last date of submission of tender is extended, the pre-qualification of contractor should be valid on the original date of submission of tenders.
- **Mode of Submission:**  
**Earnest Money Deposit**  
Earnest Money Deposit of amount as mentioned in “NIT/ Memorandum (Annexure-I)” required to be submitted along with the tender shall be payable online through E-tendering portal [www.mpeproc.gov.in](http://www.mpeproc.gov.in) through NEFT/RTGS. The EMD shall be valid for minimum period of 180 (One Eighty) days from last day of submission of Tender.
- Interested Bidder who wish to participate in the tender has also to make following payments through online payment e-proc portal only.

Cost of Tender Document –Rs. 50,000/- To be submit online only/-

e-Tender Processing Fee – As applicable for MPEPROC portal, Cost of Tender Document and, e-Tender Processing Fee online payment shall be payee online Copy of pre-qualification/enlistment letter and certificate of work experience (if required) and other documents as specified in the tender shall be scanned and uploaded to the e-Tendering website within the period of tender submission

- The tender submitted shall become invalid if: the Bidder is found ineligible. The Bidder does not upload all the documents (including GST registration) as stipulated in the tender document. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.

#### **VALIDITY OF TENDER**

- The tender for the works shall remain open for acceptance for a period of One Eighty (180) days from the date of Submission of Price Bid. If any Bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes

any modifications in the terms and conditions of the tender which are not acceptable to the BSCDCL, then the BSCDCL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the Bidders shall not be allowed to participate in the retendering process of work.

#### **ACCEPTANCE OF TENDER**

- BSCDCL reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. BSCDCL does not bind itself to accept the lowest tender.
- The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected. The witnesses to the Tender/Contract Agreement shall be other than the Bidder/ Bidders competing for this work and must indicate full name, address, and status/occupation with dated signatures.
- The acceptance of tender will rest with the BSCDCL who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by BSCDCL.
- The Bidder shall not be permitted to tender for works if his near relative is posted in the project office or concerned Office of the BSCDCL. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in BSCDCL. Any breach of this condition by the Bidder would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under BSCDCL.
- The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum - Annexure-I", which shall be reckoned from the 10th day after issue of the letter of Award by the BSCDCL.
- Canvassing whether directly or indirectly, in connection with Bidders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The Bidders shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.

#### **ADDENDUM/CORRIGNEDUM**

- ADDENDUM/CORRIGNEDUM to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The Bidder shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The Bidder shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All addenda/ Corrigenda shall be signed and stamped.



## **SITE VISIT AND COLLECTING LOCAL INFORMATION**

- Before tendering, the Bidders are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute complete scope of work. The Bidder may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Bidder shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the BSCDCL at a later date.

## **ACCESS BY ROAD**

- Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motor able condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of BSCDCL or any other agencies/ contractors who may be engaged on the project site, free of cost. Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

## **HANDING OVER & CLEARING OF SITE**

- The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police or/and as per specification, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.

The efforts will be made by the BSCDCL to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the BSCDCL shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the BSCDCL shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of contractor's labour, equipment etc. Old structures on the proposed site, if required, shall be demolished by the contractor properly at his own cost unless and otherwise mentioned elsewhere in the tender document. The useful material obtained from demolition of structures & services shall be the property of the owner/BSCDCL and these materials shall be stacked in workmanship like at the place specified by the Engineer-in-charge.

Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to demolished during execution for smooth progress of the project, shall be rehabilitated to its

original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in this regards shall be deemed to be included in the quoted rates of the bill of quantity items and contractor shall not be entitled for any extra payment whatsoever in this regard.

The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation.

The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. BSCDCL shall only assist the contractor for visioning in obtaining the approval from the concerned authorities.

Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.

#### **APPROVAL OF TEMPORARY / ENABLING WORKS**

The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer- in-charge. All the equipment's, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract-shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account.

#### **CLARIFICATION AFTER TENDER SUBMISSION**

Bidder's attention is drawn to the fact that during the period, the tenders are under consideration, the Bidders are advised to refrain from contacting by any means, the BSCDCL and/or his employees/ representatives on matters related to the tender under consideration and that if necessary, BSCDCL will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the Bidders.

#### **ORDER OF PRECEDENCE OF DOCUMENTS**

In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

Letter of Award, along with statement of agreed variations and its enclosures, if any.

Description of Bill of Quantity / Schedule of Quantities.

Special	Condition	of	Contract.
Technical specifications (General, Additional and Technical Specification) as given in			
Tender			documents.
General	Conditions	of	Contract.
Drawings			

MPPWD/CPWD specifications (as specified in Technical Specification of the Tender)  
update with correction slips issued up to last date of receipt of tenders.  
Relevant B.I.S. Codes under the contract

## **FINANCIAL BID (Online Only)**

Online tender filled in either percentage plus or minus Bid to be quoted 1 plus % above or below ( for example: If want to quote 5% above the write 1.05 and if want to quote 5% below then write 0.95) in the given uploaded Excel Sheet format.

For NON SOR item sheet individual rates has to be quoted for each item in the given uploaded excel sheet.(If entered '0' it will be treated as 'at par'. By default the value is zero only).

### **BID SECURITY OR EMD**

The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.

Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub- clause mentioned above, shall be rejected by the Employer as non-responsive.

The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

The Bid Security may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to: sign the Agreement; and/or ii. Furnish the required Security Deposits.

No rejections and forfeiture shall be done in case of curable defects. For non-curable defects total EMD shall be forfeited and bid will be liable for rejection.

**ACCEPTANCE OF TENDER CONDITIONS**

From: (On the letter head of the company by the authorized officer having power of attorney)

BSCDCL Limited,  
\_\_\_\_\_

**Sub: Name of the work & NIT No.:**

Sir,

This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required. I/We have viewed and read the terms and conditions of this GCC/SCC carefully. I/We have downloaded the following documents forming part of the tender document:

- a) Notice Inviting e-Tender. (pg- to pg- )
- b) Quoting Sheet for Bidder (pg- to pg- )
- c) Instructions to Bidders & General Conditions of Contract (Vol- I/2013) :(pg- to pg)
- d) Technical Specifications (Vol-II) (pg- to pg- )
- e) Bill of Quantities (Vol-III) (pg- to pg- )
- f) Tender Drawing (pg- to pg- )  
Acceptance of Tender Conditions (Annexure II)
- g) Corrigendum, if any (pg- to pg- )

I/we have uploaded the mandatory scanned documents such as cost of tender document, EMD, e-Tender Processing Fee and other documents as per Notice Inviting e-tender AND I/We agree to pay the cost of tender document, EMD, e-Tender Processing Fee (only receipt/proof of online payment) and other documents in the form and manner as described in NIT/ITB. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay BSCDCL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents. If I/we fail to commence the work within 10 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Clauses of Contract and/or I/we fail to submit performance guarantee as per Clauses of Contract, I/we agree that BSCDCL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

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

Yours faithfully,  
(Signature of the Bidder with rubber stamp)

**SECTION-3**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

## CLAUSES OF CONTRACT (CC)

### DEFINITIONS

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSCDCL and the contractor, together with the documents referred to therein including these conditions, the specifications, Designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

Bhopal Smart City Development Corporation Limited, hereinafter called 'BSCDCL' proposes to get the works executed as mentioned in the Contract on behalf of Owner/ Client as Implementing agency/Executing Agency.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

**APPROVAL** means approved in writing including subsequent written confirmation of previous verbal approval.

**BILL OF QUANTITIES or SCHEDULE OF QUANTITIES** means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.

**CONTRACTOR** shall mean the individual, firm, LLP or company, whether in corporate or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

**CONTRACT VALUE** means the sum for which the tender is accepted as per the letter of Award.

**DRAWINGS** mean the drawings referred to in the contract document including modifications if any and such other drawings as may from time to time be furnished and/ or approved by BSCDCL.

**DATE OF COMMENCEMENT OF WORK:** The date of start of contract shall be reckoned from 10 days after the date of issue of letter of Award.

**ENGINEER-IN-CHARGE** means the Engineer of BSCDCL who shall supervise and be in-charge of the work.

**LANGUAGE:** All documents and correspondence in respect of this contract shall be in English Language.

**“LETTER OF AWARD”** shall mean BSCDCL’s letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated There in.

**MONTH** means English Calendar month ‘Day’ means a Calendar day of 24 Hr  
**BSCDCL** shall means Bhopal Smart City Development Corporation Limited, a company registered under the Indian Company Act, with its registered office at Near Tatpar Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned on its behalf.

**OWNER/ CLIENT** means the Government, Organization, Ministry, Department, Society, Cooperative, etc. who has awarded the work/ project to BSCDCL and/ or appointed BSCDCL as Implementing / Executing Agency/ Project Manager and/ or for

whom BSCDCL is acting as an agent and on whose behalf BSCDCL is entering into the contract and getting the work executed.

**SCHEDULE(s)** referred to in these conditions shall mean the standard schedule of rates of the government mentioned in the Memorandum (Annexure-I) with the amendments thereto issued up to the date of receipt of the tender.

**SITE** means the lands and other places on, under, in or through Which the works are to be executed or carried out and any other lands or places provided by BSCDCL/client/owner or used for the purpose of the contract.

**TENDER** means the Contractor's priced offer to BSCDCL for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Award or Award letter. The word TENDER is synonymous with Tender and the Word TENDER DOCUMENTS with "Tendering Documents" or "offer documents".

**WRITING** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.

**Works or Work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

The headings in the clauses/ conditions of tender documents are for convenience only and shall not be used for interpretation of the clause/ condition.

Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

**Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the BSCDCL or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to BSCDCL's faulty design of works.

**Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere in the tender document to cover, all overheads and profits.

**PERFORMANCE GUARANTEE:**

"Within 30 (Thirty) days from the date of issue of letter of Award or within such extended time as may be granted by BSCDCL in writing, the contractor shall submit to BSCDCL an irrevocable performance bank guarantee in the form appended, from any Nationalized Bank or all Commercial schedule bank equivalent to 5% (five per cent only) of the contract value for the due and proper execution of the Contract. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work.



BSCDCL reserve the right of forfeiture of the performance guarantee in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

Performance guarantee shall be returned after successful completion / testing / commissioning and handing over the project to the client up to the entire satisfaction of BSCDCL / Client.

In case the contractor fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.

### **SECURITY DEPOSIT/ RETENTION MONEY**

The Security deposit or the retention money shall be deducted from each running bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account bill. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit exceeds the earnest money deductible under this clause. No Interest shall be paid on amount so deducted.

Security deposit will be released after completion of defect liability period.

In lieu of security deposit /retention money BG can be submitted which shall be released after completion of defect liability period.

The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:

a) Expiry of the defect liability period in conformity with provisions contained in clause (Defect liability clause). The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by BSCDCL. The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate.

BSCDCL reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

### **MOBILIZATION ADVANCE**

Mobilization advance up to maximum of amount as mentioned in the "Memorandum (Annexure-I)" shall be paid to the contractor, if requested by him, on submission of irrevocable Bank Guarantee valid for contract period of an amount 1.2 times of the mobilization advance to take care of advance and interest at prescribed rate from a nationalized bank or all Commercial scheduled bank in the enclosed Performa. The Mobilization advance shall be interest bearing @ as mentioned in the "Memorandum (Annexure-I)".

This advance shall be paid in three installments as follows:

First Installment of fifty percent of total mobilization advance shall be paid after the agreement is signed and upon submission of performance guarantee for full amount as specified.

2nd installment of twenty five percent of total mobilization advance will be paid after the setting up of site office and site laboratory, complete mobilization of plant and machinery, scaffolding & shuttering materials etc.

The Balance twenty five percent of total mobilization advance shall be paid on completion of 10% of work in terms of cost and after the contractor has fully mobilized the work at site.

The mobilization advance bear simple interest at the rate as mentioned in the Memorandum (Annexure-I) and shall be calculated from the date of payment to the date of recovery (365 days in a year) both days inclusive, on the outstanding amount of advance. Recovery of such mobilization advanced including interest shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered either by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment or on expiry of eighty percent of contract period (i.e. time allowed for completion of work in terms of Memorandum-Annexure-I) whichever is earlier.

The bank guarantee submitted by contractor against mobilization advance shall initially be made for the full amount as mentioned in para 4.1 above and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of completion of recovery together with interest. However, the contractor can submit part bank guarantees against the mobilization advance in as many numbers as per proposed number of recovery installments equivalent to the amount of each installment.

Notwithstanding what is contained above, no mobilization advance whatsoever shall be payable, if payment of mobilization advance is not mentioned in the Memorandum (Annexure-I).

#### **SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS**

Interest free secured advance up-to a maximum of 75 % (seventy five percent) of the Market Value of the Materials or the 75 % (seventy five percent) cost of materials as derived from the tendered item rate of the contractor, whichever is less, required for incorporation in the permanent works and brought to site and duly certified by BSCDCL site Engineer shall be paid to the Contractor for all non-perishable items as per MPPWD/CPWD norms. The advance will be paid only on submission of Indemnity Bond in the prescribed pro-forma. The advance shall be recovered in full from next Running Account bill and fresh advance shall be paid for the balance quantities of materials. The contractor shall construct suitable go-down at the site of work for safe storage of the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his costs and risks.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance shall however, be paid on high risk materials such as ordinary glass, sand, petrol, diesel etc.

#### **DEVIATIONS / VARIATIONS EXTENT AND PRICING**

The Engineer-in-Charge shall have power (i) to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and

instructions that may appear to him to be necessary during the progress of the work, (ii) to omit part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions, or substitutions shall form part of the contract as if originally provided therein and any altered, additions or substituted works which the contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereunder provided:

The time for the completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

in the proportion which the additional cost of the altered, additional or substituted work bears to the original tendered value plus 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

If the extra items includes any work for which no rate is specified in the contract, then such work shall be carried out at the rates entered in the schedule of rates (as mentioned in Memorandum (Annexure-I)) for Civil Works minus/plus the percentage which the tendered amount of scheduled items bears with the estimated amount of schedule items based on the Schedule of Rates (as mentioned in Memorandum (Annexure-I) for Civil Works). The scheduled item means the items appearing in the Schedule of Rates (as mentioned in Memorandum (Annexure-I)for Civil Works) which shall be applicable in this clause. This clause will apply mutates mutandis to electrical work except that Electrical Schedule of Rates as mentioned in Memorandum (Annexure-I) will be considered in place of Civil works Schedule of rates as mentioned in Memorandum (Annexure-I)

However, In the case of extra item(s), (items that are completely new, and are in addition to the items contained in the contract, and not included in the schedule of rates (as mentioned in Memorandum (Annexure-I)), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:

If the market rate for the substituted item so determined is more than the market rate of agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

If the market rate for the substituted item so determined is less than the market rate of the agreement (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)

In the case of contract item(s), substituted item(s), contract cum substituted items, which exceed the limits laid down in Memorandum (Annexure-I), the contractor shall within fifteen days of receipt of order of occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the scheduled of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Memorandum (Annexure-I), and the Engineer-in-charge shall after giving notice of the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-charge may authorize consideration of such claims on merits.

For the purpose of operation of Memorandum (Annexure-I), the following works shall be treated as works relating to foundation unless and otherwise defined in the Contract:

For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.

For abutments, piers and well staining: All works upto 1.2m above the bed level.

For walls, compound walls, , and other elevated structures: All works upto 1.2 metres above the ground level. all items of excavation and filling including treatment of sub base.

Any operation incidental to or necessarily has to be in contemplation of Bidder while filling, tender or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not specifically indicated in the description of the item and the relevant specifications shall be deemed to be included in the rates quoted by the Bidder or the rate given in the said schedule or rates as the case may be Nothing extra shall be admissible for such operations.

Market Rates to be determined as per various sub-clauses given in tender document shall be on the basis of Prevailing rates of Material (unless mentioned otherwise), Relevant Labour authority rate for Labour, market rates of T&P etc. plus 15% towards Contractors' Profits and Overheads.

The following factors may be considered in the justification of rates on which Contractor's overhead & profit shall not be applicable:

Buildings and Other Construction Worker Cess as applicable in the state of work place EPF (Employer Contribution) component, as per EPF act on the portion of labour's wages, on works contract / WCT, as per composite scheme in the State of work place, if applicable GST.

## **ESCALATION**

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

#### **COMPENSATION FOR DELAY**

If the contractor fails to maintain the required progress in terms of clause or relevant clause of GCC & Special Conditions of Contract, to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the BSCDCL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer in charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause or the relevant clause in GCC & Special Conditions of Contract or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- i) Compensation for delay of work @ 1.5% per month delay to be computed on daily basis.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with BSCDCL.

In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document, or the re-scheduled milestone(s) the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount or failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### **ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the BSCDCL or any organization engaged by the BSCDCL for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Quality Assurance or his subordinate officers or the officers of the organization engaged by the BSCDCL for Quality Assurance or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same

may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as per conditions of contract (for non-completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **ACTION IN CASE OF BAD WORK**

If it shall appear to the Engineer-in-Charge or his authorized representative in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid while the contractor failure to do so shall continue, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

#### **CANCELLATION/DETERMINATION OF CONTRACT IN FULL OR PART**

Subject to other provisions contained in this clause the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or

If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge; or

If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or

If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

If the contractor shall offer or give or agree to give to any person in BSCDCL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for BSCDCL; or

If the contractor shall enter into a contract with BSCDCL in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge; or

If the contractor shall obtain a contract with BSCDCL as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to BSCDCL, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, the Engineer-in-charge shall have powers:

Take possession of site and any materials, constructional plant, implements, stores, etc. thereon; and/ or Carry out the incomplete work by any means at the risk and cost of the contractor; and/ or

The Engineer-in-charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by BSCDCL because of action under this clause shall not exceed 10% of the tendered value of the work.

To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract and performance guarantee shall be liable to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the BSCDCL. If any

portion of the Security Deposit has not been paid or received it would be called for and forfeited; and/ or To employ labour paid by the BSCDCL and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in- Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. If the expenses incurred by the BSCDCL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed or delayed with reference to the General Conditions of Contract / or relevant clause of Condition Special of Contract, out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by BSCDCL under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales of unused materials, construction plants, implements temporary buildings etc. thereof or a sufficient part thereof as the case may be. If the expenses incurred by the BSCDCL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/or By a notice in writing to withdraw from the contractor any items or items of work as the Engineer-in-charge may determine in his absolute discretion and get the same executed at the risk and cost of the contractor.

Any excess expenditure incurred or to be incurred by BSCDCL in completing the works or part of the works or the excess loss or damages suffered or may be suffered by BSCDCL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BSCDCL in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract and law.

Any sums in excess of the amounts due to BSCDCL and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by BSCDCL of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value



payable in respect thereof and he shall only be entitled to be paid the value so certified.

Provided further that if any of the recoveries to be made, while taking action as above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the BSCDCL exceeds the security deposit so forfeited.

### **CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN**

In any case in which any of the powers conferred upon the Engineer-in-Charge by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under any clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor and/or direct the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

### **CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR**

If contractor:

At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge;

or

Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge;

or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under conditions of contract may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to BSCDCL, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:

Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by BSCDCL because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by BSCDCL in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by BSCDCL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to BSCDCL in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

### **SUSPENSION OF WORKS**

The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

On account of any default on part of the contractor, or For proper execution of the works or part thereof for reason other than the default of the contractor, or For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.

i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25% for completion period. No adjustment in contract price will be allowed for reasons of such suspension.

ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by BSCDCL, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full.

### **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the right or remedies under this contract if the contractor dies, the Engineer in-charge shall have the option of terminating the contract without compensation to the contractor.

#### **TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in the Memorandum (Annexure-I) or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in MEMORANDUM (ANNEXURE – I) or the date on which the Engineer-in-Charge issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, the BSCDCL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

Within 10 (Ten) days of Letter of Award, the Contractor shall submit a time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time stipulated in the Contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. The physical progress report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not exceeding one month) as decided by the Engineer in Charge. The compensation for delay as per tender document shall be envious at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, provided always that the total amount of Compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work”.

If the work(s) be delayed by:

1. force-majeure or
2. Abnormally bad weather, or
3. Serious loss or damage by fire, or
4. Civil commotion, local commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or
5. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in Executing work not forming part of the Contract, or
6. Non-availability of stores, which are responsibility of the BSCDCL or,
7. Non-availability or break down of tools and plant to be supplied or supplied by BSCDCL or,
8. Any other cause which, in the absolute discretion of the BSCDCL, is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge within 07 days but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay

in the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case BSCDCL may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within a reasonable time from the receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and the extension of time so given by the Engineer-in-Charge shall be binding on the contractor.

## **TIME SCHEDULE & PROGRESS**

Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the "Memorandum (Annexure-I)" which shall be reckoned from the 10th day from the date on which the letter of Award is issued to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.

The contractor shall also furnish within 10 days of date of issue of letter of Award a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from BSCDCL. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.

Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/PERT Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.

During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be a part of Contractor's performance under the contract. During the time schedule on mile stone and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR CHART undertaken by the BSCDCL. These reviews may be undertaken at the discretion of Engineer-in-charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of BSCDCL/owner /consultant at the sole discretion of BSCDCL. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor.

Contractor shall submit (as directed by Engineer-in-Charge) progress reports on a computer based program (program and software to be approved by Engineer-in-Charge) highlighting status of various activities and physical completion of work. The contractor shall send completion report with as built drawings to the office of Engineer-in-Charge, of BSCDCL in writing within a period of 30 days of completion of work.

The photographs of the project taken on last day of every month indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to Engineer-in-charge.

## **TAXES AND DUTIES**

Except as otherwise specifically provided in the contract, the contractor shall be liable and responsible for the payment, of all taxes, such as GST (State and Central) & any other applicable tax(es), duty(ies), levy, cess if any, in the state concerned which may be specified by local/state/ central government from time to time on all material articles which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all taxes and GST.

In the event of nonpayment/default in payment of any of the above taxes, BSCDCL reserves the right to with-hold the dues/payments of contractor and make payment to local/state/Central Government authorities or to labourers as may be applicable.

The imposition of any new and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax) is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of Engineering-in charge attributable to delay in execution of work within the control of contractor. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineering-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

The rate quoted by the contractor shall be deemed to be inclusive of all taxes and GST as given in tender document Tax deductions at source shall be made as per laws prevalent in the State as applicable for the work.

The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the state of work.

It will be incumbent upon the Contractor to obtain a registration certificate as a dealer under the GST Act and necessary evidence to this effect shall be furnished by the Contractor to BSCDCL.

The Bidder shall quote his rates inclusive of GST in conjunction with other terms and conditions. In case, the GST on Works contract on execution of works is waived off by the State Govt. at later stage for this project, the equivalent amount from the date of waiver of such tax (as per prevailing rate as on the date of waiver of all type of Taxes and GST Works Contract) shall be deducted from the amount payable to the contractor from subsequent RA bills.

In the event of decrease / relaxation and / or waiver of any of the existing / prevailing tax(es), duties, levies, cess by Central / state Govt. Or any other statutory body (ies), after the last stipulated date for the receipt of tender including extension (if any), and the contractor thereupon has been paid or has raised claims of such tax(es), duties, levies, cess; such sums shall be recovered / deducted (from claims raised but which has not been paid) effective from the date as reckoned in the relevant statutory order / law / ordinance etc. The contractor, shall, within a period of 30 days of any such waiver/relaxation/decrease in tax(es), duties, levies, cess, give a written notice thereof to Engineer-in-charge stating the statutory change with Documentary proof thereto. Provided always that Engineer-in-charge shall have full powers to effect recovery/deduction on account of any such statutory change even if contractor has not intimated in the event when any such statutory action comes to his notice.

#### **INCOME TAX DEDUCTION (TDS)**

Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

## **GOODS AND SERVICES TAX (GST)**

The Bidder shall quote rates **inclusive of all type of tax and GST nothing extra shall be paid.** The contractor must have **GST registration number** and will provide copy of Registration to BSCDCL before release of any payment by the Corporation. The contractor will submit regular Invoice / Bill fulfilling all conditions of Goods and Service Tax (GST) Rules.

## **ROYALTY ON MATERIALS:**

The contractor shall deposit royalty and obtain necessary permit for supply of bajri, stone, kankar, sand and other materials etc. from the local authorities and quoted rates shall be inclusive of royalty.

The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.

The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, all taxes, royalty, duties, cess and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract .

If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per direction of Engineer-in-Charge. If any damage is caused to any temporary or permanent structure(s) in the vicinity due to execution of the project, the contractor has to make good the same by any means as per direction of Engineer-in-Charge. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

## **INSURANCE OF WORKS ETC**

Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with BSCDCL and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than **excepted risks** for which he is responsible under the terms of the contract and in such manner that the BSCDCL and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage. The work and the temporary works to the full value of such works.

The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value. Whenever required by BSCDCL, the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premium.

## **INSURANCE UNDER WORKMEN COMPENSATION ACT**

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by BSCDCL the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

## **THIRD PARTY INSURANCE**

Contractor is required to take third party insurance cover for an amount of 5%(five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of BSCDCL / owner / client, arising out of the execution of the works or temporary works. Wherever required by BSCDCL the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor.

If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the BSCDCL's approval, by or through the subsidiary of the General Insurance Company.

The contractor shall at all times indemnify BSCDCL and Owner against all claims, damages or compensation under the provision of Payment of wages act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the workmen's compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

## **PAYMENTS**

All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/or accepted by BSCDCL and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the BSCDCL under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise BSCDCL's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor. Each Running Bills should be accompanied by two sets of at-least 20 (twenty) photographs as per direction of Engineer-in-charge taken from various points depicting status of work as on Report/ Bill date and Monthly Progress Report for the concerned month in the pro-forma to be given/ approved by Engineer-in-Charge. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Engineer-in-Charge. No payment of running account bill shall be released unless it is accompanied by photographs and Monthly Progress Report as above.

It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between BSCDCL and the contractor; the contractor shall become entitled to payment only after BSCDCL has received the corresponding payment(s) from the client/ Owner for the work done by the contractor. Any delay in the release of payment by the client/ Owner to BSCDCL leading to a delay

in the release the corresponding payment by BSCDCL to the contractor shall not entitle the Contractor to any compensation/ interest from BSCDCL. All payments shall be released by way of e-transfer through RTGS/NEFT in India directly at their Bank account by BSCDCL.

### **MEASUREMENTS OF WORKS**

Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract.

Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the Procedure set forth in the CPWD Specification. In the case of items which are not covered by specifications, mode of measurement as specified in the Technical Specifications of the contract and if for any item no such technical specification is available, then a relevant standard method of measurement issued by the Bureau of Indian Standard shall be followed.

Provided further that, In case of Cancellation/Determination of Contract in Full or in Part in accordance with clause of tender document (and its sub-clauses), following methodology shall be adopted in respect of measurements in addition to what has been mentioned in foregoing:-

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and BSCDCL shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Any extra item which is required for completion of project rates shall be derived as per similar item available in DSR/BOQ or average as the rate quoted above or below by contractor. If both are not available rates will be derived as per market survey.

### **COMPUTERISED MEASUREMENT BOOKS**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book as per the format of BSCDCL so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative.

After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.



Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to BSCDCL a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly numbered and bound, after getting the earlier MB cancelled by the BSCDCL. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the BSCDCL.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages numbered along with two spare copies of the "bill.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements /levels by the Engineer-in-Charge or his representative.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the BSCDCL to check the measurements recorded by contractor and all provisions stipulated herein above or anywhere in the tender document shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, BSCDCL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, BSCDCL shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, BSCDCL shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or BSCDCL will be kept withheld or retained as such by the Engineer-in-Charge or BSCDCL till the claim arising out of or under the contract is determined by the competent court and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the BSCDCL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may whether in his individual capacity or otherwise. BSCDCL shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc, to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for BSCDCL to recover the same from him in the manner prescribed in tender document of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSCDCL to the contractor, without any interest thereon whatsoever.

#### **LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or by BSCDCL against any claim of the Engineer-in-Charge or BSCDCL in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the BSCDCL. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the BSCDCL will be kept withheld or retained as such by the Engineer-in-Charge

or the BSCDCL or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS ETC.**

All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the MPPWD/CPWD (as the case may be) specifications, drawings and instructions of the Engineer-in-Charge of BSCDCL and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. Latest updated MPPWD/CPWD specification shall be followed for execution of work.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications.

The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in

so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

#### **MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

The contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works. The contractor shall at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get the same approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract.

The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply.

The contractor shall at his risk and cost, submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance and cost in obtaining the right and visit to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may require such removal and substitution shall be borne by the contractor.

#### **MATERIALS AND SAMPLES**

The materials/products used on the works shall be one of the approved make/ brands out of list of manufacturers / brands /makes given in the tender documents. The contractor shall submit samples/ specimens out of approved makes of materials/ products to the Engineer-in-Charge for prior approval. In exceptional circumstances Engineer-in-Charge may allow alternate equivalent makes/brands of products/ materials at his sole discretion. The final choice of brand / make shall remain with the Engineer-in-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor. In case single brand/ make are mentioned, other equivalent makes/ brands may be considered by the Engineer-in-Charge. In case of variance in MPPWD/UADD Specifications from approved products/makes specification, the specification of approved product/make shall prevail for which nothing shall be paid extra to the Contractor. In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS mark. The Engineer of BSCDCL and the owner shall have the discretion to check quality of materials and equipment's to be incorporated in the work, at source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge of BSCDCL.

The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by BSCDCL. The materials articles etc. as approved shall be *LABELLED* as such and shall be signed by BSCDCL and the Contractor's representative.

The approved samples shall be kept in the custody of the Engineer-in- Charge of BSCDCL till completion of the work. Thereafter the samples except those destroyed

during testing shall be returned to the contractor No payment will be made to the contractor for the samples or samples destroyed in testing.

The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.

The contractor shall set up and maintain at his cost, a field testing laboratory for all day to day tests at his own cost to the satisfaction of the Engineer-in-Charge. This field testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per MPPWD/UADD (as the case may be) specifications. The laboratory building shall be constructed and installed with the appropriate facilities, Temperature and humidity controls shall be available wherever necessary during testing of samples. All equipment's shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipment's in good working condition for the duration of the contract. The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programmer as required by the Engineer-in-charge. The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc. The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such calibration without delay. All field test shall be carried out in the presence of BSCDCL's representative. All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the bill of quantities.

The contractor(s) shall display the calibration certificate of each equipment at the location of equipment & shall get recalibrated at least one week before its expiry date.

#### **MATERIALS PROCURED WITH THE ASSISTANCE OF BSCDCL**

If any material for the execution of this contract is procured with the assistance of BSCDCL either by issue from its stores or purchase made under orders or permits or licenses obtained by BSCDCL, the contractor shall hold and use the said materials economically and solely for the purpose of this contract and shall not dispose them without the permission of Engineer-in-charge. The contractor, if required by the BSCDCL, shall return all such surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination on whatsoever reason, on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the conditions of materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the element of storage charges which shall be 10% of the cost charged to contractor. The decision of the Engineer-in-charge shall be final and conclusive. Contractor(s) has / have to deploy security personnel for safeguarding of materials procured at site.

#### **CONTRACTOR TO SUPPLY TOOLS & PLANTS**

The contractor shall provide at his own cost all materials, machinery, tools & plants as require for completion of work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement or examination at any time and from time to time of the work or materials. Failing his so

doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

**MOBILIZATION OF MEN, MATERIALS AND MACHINERY:**

All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment's, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment's, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

It shall be the responsibility of the contractor to obtain the approval for any revision and/or modification desired by him from BSCDCL before implementation.

The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.

It is mandatory for the contractor to provide safety equipment's and gadgets to his all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, safety belts, goggles etc. as per work requirements. Sufficient nos. of these equipment's and gadgets shall also be provided to BSCDCL by the contractor at his own cost for use of BSCDCL Officials and/or workforce while working/supervision of work at site. No staff/ worker shall be allowed to enter the site without these equipment's/ gadgets.

The cost of the above equipment's/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra payment in these regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipment's/ Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The contractor shall abide by all rules & regulations pertaining to Health, Safety and Environment.

All designs, drawings, bill of quantities, etc., except Bar Bending Schedule, Shop & Fabrication drawings, for all works shall be supplied to the contractor for their scope of work all buildings services and development works by BSCDCL in phased manner as the works progress. However it shall be the duty and responsibility of the contractor to bring to the notice of the BSCDCL in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and / or approval of the BSCDCL in writing for the same.

One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.

All materials, construction plants and equipment's etc. once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge. Similarly all enabling works built by the

contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the BSCDCL.

Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings free of cost, if required for any of the items of work.

Five copies of these drawings each including for revision will be submitted to BSCDCL for approval. Before executing the item, shop drawings and bar bending schedule should be approved by BSCDCL.

BSCDCL shall supply Work Force in the various categories to assist the contractor in execution of the works on recoverable basis as per provision mentioned elsewhere in the contract.

All contractors' plant, machinery and equipment shall be kept in perfect condition during currency of the contract.

### **QUALITY ASSURANCE PROGRAMME**

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points:

The contractor shall prepare and finalize such Quality Assurance Programme within 15 days from date of issue Letter of Award. BSCDCL shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programmer of Contractor shall generally cover the following:

His organization structure for the management and implementation of the proposed Quality Assurance Program.

- ❖ Documentation control system.
- ❖ The procedure for purpose of materials and source inspection.
- ❖ System for site controls including process controls.
- ❖ Control of non-conforming items and systems for corrective actions.
- ❖ Inspection and test procedure for site activities.
- ❖ System for indication and appraisal of inspection status.
- ❖ System for maintenance of records.
- ❖ System for handling, storage and delivery.

A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this contract.

All the quality reports shall be submitted by the Contractors in the formats appended hereto. Checklist enclosed here in this document shall be followed while carrying out Construction activities (items). If any item is not covered by the Checklist/ Formats appended hereto, the Format for the same may be developed and submitted to Engineer-in-Charge for approval and the same shall be adopted. These filled in formats shall be prepared in two copies and duly signed by representatives of contractor and BSCDCL. All the costs associate with Printing of Formats and testing of materials required as per technical specifications or by Engineer-in-charge shall be included in the Contractor's quoted rates in the Schedule/ Bill of quantities.

### **CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING**

The Contractor shall prepare and finalize in consultation with BSCDCL, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Award for the purpose of execution of the Contract. The Contractor shall have to attend all the meetings at any place in India at his own cost with BSCDCL, Owners/ Clients or Consultants of BSCDCL/ Owner/ Client during the currency of the Contract, as and when

required and fully cooperate with such personal and agencies involved during these discussions. The Contractor shall not deal in any way directly with the Clients/ Owners or Consultants of BSCDCL/Owner/ Clients and any dealing/correspondence if required at any time with Clients/ Owners/ Consultants shall be through BSCDCL only. During the execution of the work, Contractor shall submit at his own cost a detailed Monthly progress & programme report to the Engineer-in-charge of BSCDCL by 5th of every month. The format of monthly progress & programme report shall be as approved by Engineer-in-Charge of BSCDCL.

### **COMPLETION CERTIFICATE AND COMPLETION PLANS**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials / debris / malba etc.

The contractor shall submit completion plan as required vide General Specifications for Electrical works as applicable within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.5,00,000 (Rs. Five Lakhs only) as may be fixed by the Engineer-in-charge concerned and in this respect the decision of the Engineer-in-charge shall be final and binding on the contractor.

### **PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION**

No unauthorized buildings, construction of structures should be put up by the contractor anywhere on the project site, neither any building built by him shall be occupied in unauthorized manner by him or his staff.

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody in un-authorized manner during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy of compensation upto 5% of tendered value of work may be imposed by the Engineer-in-Charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.

However, the Engineer-in-Charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

### **FORECLOSURE OF CONTRACT BY BSCDCL/OWNER**

If at any time after the commencement of the work the BSCDCL shall for any reason whatsoever is required to abandon the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

### **DEFECTS LIABILITY PERIOD**

The contractor shall be responsible for the rectification of defects in the works for a period 5 years from the date of taking over of the works by the BSCDCL or clients whichever is later. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by BSCDCL at the cost and expense of the contractor.

The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.

Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.

Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.

The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

If defective work or workmanship or design have been knowingly covered-up or conceived so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until **discover** actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.

Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability



Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carry out repairs and fix any defects which appear in the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

#### **RESTRICTION ON SUBLETTING**

The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract. The provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

The contractor may entrust specialist items of works like Electrical, Utility Ducts and other MEP works etc. to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of BSCDCL. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency. Further, prior written approval is required from BSCDCL to deploy such agency / sub-contractor.

#### **FORCE MAJEURE**

Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. Failure of the client / owner to hand over the entire site and / or release funds for the project, to BSCDCL, shall also constitute force majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the client /owner in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, BSCDCL, may, at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.

#### **NO COMPENSATION CLAUSE**

The contractor shall have no claim whatsoever for compensation or idle charges against BSCDCL on any ground or for any reason, whatsoever.

### **DIRECTION FOR WORKS**

All works under the contract shall be executed under the direction and subject to approval in all respect of the Engineer-in-Charge of BSCDCL who shall be entitled to direct at whatever point or points and in whatever manner works are to be commenced and executed.

The Engineer-in-Charge and his representative shall communicate or confirm their instructions to the contractor in respect of the execution of work during their site inspection in a 'Works Site Order Book' maintained at the site office of Engineer-in-Charge. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

### **WORK IN MONSOON AND RAIN**

The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The contractors' rate shall be considered inclusive of cost of dewatering due to rains required if any and no extra rate shall be payable on this account. The stipulated period for completion of project includes the monsoon period, holidays & festivals.

### **WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT**

For carrying out work on Sunday and Holidays or during night, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain his permission. The Engineer-in-Charge at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If work demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the approval of Engineer-in-Charge at no extra cost to BSCDCL.

### **WATER AND ELECTRICITY**

The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

### **LAND FOR LABOUR HUTS/SITE OFFICE & STORAGE ACCOMMODATION**

The contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up/construction of labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by contractor after completion of the work.

The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land In the event the contractor has to shift his labour campus at any time during execution of the work on the instructions of local authorities or as per the requirement of the work progress or as may be required by BSCDCL, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.

### **WATCH, WARD AND LIGHTING OF WORK PLACE**

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, OBSTRUCTIONS, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge.

### **SCHEDULE OF QUANTITIES / BILL OF QUANTITIES**

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the BSCDCL. In case any Extra/Substituted item is carried out without specific-approval, the same will not be paid.

### **WATER PROOF TREATMENT**

The water proof treatment shall be of type and specifications as given in the schedule of quantities.

The water-proofing of basement, roofs, water retaining areas shall be and remain fully effective for a period of not less than 10(Ten) years to be reckoned from the date of expiring of the Defect Liability period, prescribed in the contract. At any time during the said guarantee period if BSCDCL finds any defects in the said treatment or any evidence of re-infestation, dampness, leakage in any part of buildings or structure and notifies the contractor of the same, the contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the contractor fails to commence such work within the stipulated period, the BSCDCL may get the same done by another agency at the Contractor's cost and risk and the decision of the Engineer-in-Charge of BSCDCL for the cost payable by the contractor shall be final and binding upon him.

Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from Engineer-in-Charge of BSCDCL.

The BSCDCL reserves the right to get the quality of treatment checked in accordance with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proofing treatment is not done as per specifications, the contractor will be required to do the re-treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by BSCDCL. Water proofing shall be got done through approved / specialized agencies only with prior approval of Engineer-in-Charge.

The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.

During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-In-Charge by the contractor at his cost and risk.

The contractor shall make his own arrangement for all equipment's required for the execution of the job. The contractor whose tender is accepted shall execute Guarantee Bond in the prescribed form as appended for guaranteeing the water proofing treatment.

### **INDIAN STANDARDS**

Wherever any reference is made to any IS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with up to date amendments issued till last date of receipt of tender documents.

### **CENTERING & SHUTTERING**

Marine plywood or steel plates or any material mentioned elsewhere in the tender document or as approved by Engineer-in-Charge shall be used for formwork. The shuttering plates shall be cleaned and oiled before every repetition and shall be used only after obtaining approval of BSCDCL's Engineers at site. The number of repetitions

allowed for plywood and steel shuttering shall be at the discretion of Engineer-in-Charge of BSCDCL depending upon the condition of shuttering surface after each use and the decision of Engineer-in-Charge in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.

### **RECORDS OF CONSUMPTION OF CEMENT & STEEL**

For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the BSCDCL, showing columns like quantity received and used in work and balance in hand etc. This register shall be signed daily by the contractor's representative and BSCDCL's representative.

The register of cement & steel shall be kept at site in the safe custody of BSCDCL's Engineer during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.

In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per MORTH/UADD/MPPWD/CPWD (as the case may be) specifications/ norms, the work will be devalued and/ or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per MORTH/UADD/MPPWD/CPWD (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost. In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be effected from the contractors bills at the penal rate for the actual quantity which is lower than 98% of theoretical consumption.

### **TESTS AND INSPECTION**

The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by UADD/MPPWD/CPWD, MORTH and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/ laboratory, at the direction of the BSCDCL. All testing charges, expenses etc. shall be borne by the contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or BSCDCL at the cost of the Contractor.

### **WORKS TO BE OPEN TO INSPECTION**

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the BSCDCL. The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and/or an inspecting authority of State Government of State in which work is executed and/or by third party checks by owner/clients. The compliance of observations/improvements as suggested by the inspecting officers of BSCDCL/CTE/ State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of contractor.

### **BORROW AREAS**

The contractor shall make his own arrangements for borrow pits and borrow disposal areas including their approaches and space for movement of man, machinery, other equipment's as required for carrying out the works. The contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc.

and nothing extra shall be paid to the contractor on this account and unit rates quoted by the contractor for various items of bill of quantities shall be deemed to include the same.

### **3.9 CARE OF WORKS**

From the commencement to the completion of works and handing over, the contractor shall take full responsibility for care thereof all the works and in case of any damage/loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor.

### **CO-ORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of BSCDCL shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

### **SETTING OUT OF THE WORKS**

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor shall at his own expenses rectify such error to the satisfaction of Engineer-in-charge. The checking of any setting out or of any line or level by the engineers of BSCDCL shall not in any way relieve the contractor of his responsibility for the correctness.

### **NOTICE BEFORE COVERING UP THE WORK**

The contractor shall give not less than seven days' notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-in-charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of inspection/measurement without such notice or his consent being obtained the same shall be uncovered at the contractor expenses and he shall have to make it good at his own expenses.

### **SITE CLEARANCE**

The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the BSCDCL the contractor shall remove all temporary structures like the site offices, cement go-down, stores, labour hutments etc., scaffolding rubbish, debris etc. left over materials tools and plants, equipment's etc., clean the site to the entire satisfaction of the Engineer-in-charge. If this is not done the same will be got done by BSCDCL at his risk and cost.

The contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the contractor shall be deemed to have included the same.

### **SET-OFF OF CONTRACTOR'S LIABILITIES**

BSCDCL shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the contractor under this agreement including security deposit and proceeds of performance guarantee.

### **POSSESSION PRIOR TO COMPLETION**

BSCDCL shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be

any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by BSCDCL delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of BSCDCL in such case shall be final binding and conclusive.

When the whole of the works or the items or the groups of items of work have been completed the contractor will give a notice to that effect to the Engineer in writing. The Engineer shall within 7 days of the date of receipt of such notice inspect the works and give instructions in writing to the contractor specifying the balance items of work which are required to be done by the contractor and shall also notify the contractor of any defect in the works affecting completion.

- 3.10** The contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the contractor. Four copies of 'as built' drawings shall be supplied to BSCDCL by the contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor.

#### **EMPLOYMENT OF PERSONNEL**

The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way is associated with the works.

In case BSCDCL observed misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. of the contractor, the BSCDCL shall have full power and without giving any reason to the contractor, instruct the contractor to remove such engineer / staff / worker from site and provide suitable replacements. The decision of the Engineer-in-charge shall be final and binding on the contractor. The contractor shall not be allowed any compensation on this account.

#### **TECHNICAL STAFF FOR WORK**

The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose the numbers to be deployed, their qualification, experience as decided by BSCDCL shall be final and binding on contractor. The contractor shall not be entitled for any extra payment in this regard.

The technical staff should be available at site, whenever required by BSCDCL to take instructions.

Within 15 days of Letter of Award, the contractor shall submit a site organizational chart and resume including details of experience of the Project-in-Charge and other staff proposed to be deputed by him and the technical team shall be deputed by them on the Project after getting approval from Engineer-in-Charge. If desired by the contractor at later date, the Project-in-Charge and other staff whose resume is approved by BSCDCL can be replaced with prior written approval of BSCDCL and replacement shall be with equivalent or superior candidate only. Decision of Engineer-in-Charge shall be final and binding on the contractor.

Even after approving the site organizational chart, the Engineer-in-Charge due to technical reasons and exigency of work can direct the contractor to depute such additional staff as in view of Engineer-in-Charge is necessary and having qualification and experience as approved by the Engineer-in-Charge. The removal of such additional staff from the site shall only be with the prior written approval of Engineer-in-Charge. The contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-in-Charge shall be final and binding on the contractor.

In case the contractor fails to employ the staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 50,000 (Rupees Fifty Thousand only) for each month of default in the case of each person. The decision of the Engineer-in-charge as to number of Technical Staff to be adequate for the project and the period for which the desired strength of technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

#### **VALUABLE ARTICLES FOUND AT SITE**

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of the owner/ BSCDCL.

#### **MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY**

All materials like stone, boulders and other materials obtained during the work of dismantling, excavation etc. will be considered BSCDCL/owner property and such materials shall be disposed off to the best advantage of BSCDCL/owner according to the instructions in writing issued by the Engineer-in-charge.

#### **FURNISHED OFFICE ACCOMMODATION & MOBILITY COMMUNICATION TO BE ARRANGED BY CONTRACTOR**

On acceptance of tender, the contractor at his own cost will construct a suitably equipped office at site with basic facilities such as telephone(s), fax, internet, photocopier, computer(s) and printer(s) along with operator(s), regular electric & drinking water supply and staff carrying vehicles for the BSCDCL officials with driver, fuel and maintenance etc. as per the requirement of the project. The contractor shall maintain the aforesaid facilities intact/operational during the tenancy of the contract or maximum up to 6 months beyond the stipulated contractual completion date if the work is delayed due to any reasons. Operation and maintenance cost of all such materials, equipment's / services shall be borne by the contractor.

The contractor shall also make sufficient arrangement for photography/video-graphy so that photographs video can be taken of any specific activity at any point of time. The contractor shall also make arrangement of software like MS Project etc. for the purpose of preparing progress report etc.

The contractor shall make all arrangements for ground breaking ceremony/inaugural function etc. for the project as required and the cost towards it deemed to be included in his rates/offer. Any expenditure already incurred/to be incurred by BSCDCL, shall be recovered from the contractor.

#### **LABOUR LAWS**

##### **LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

The contractor shall obtain a valid license under the contract labour (Regulation & Abolition) Act 1970 and the contract labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also adhere by the provision of the child labour (Prohibition and Regulation) Act. 1986 and as amended from time to time.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill above requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work. No labour below the age of 18 years shall be employed on the work.

**Payment of wages:**

The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the BSCDCL Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the BSCDCL contractor's Labour Regulations in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned  
The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

The contractor shall indemnify and keep indemnified BSCDCL against payments to be made under and for the observance of the laws aforesaid and the BSCDCL Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**LABOUR SAFETY PROVISION**

The contractor shall be fully responsible to observe the labour safety provisions:

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge

In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

**OBSERVANCE OF LABOUR LAWS**

The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep



indemnified BSCDCL against effect or non observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labour laws. If BSCDCL or the client/ owner is held liable as "Principal Employer" to pay contributions etc. under legislation of Government or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to BSCDCL and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

The Contractor shall submit proof of having valid EPF registration certificate. He shall within 7 days of the close of every month, submit to BSCDCL a statement showing the recoveries of contributions in respect of each employee employed by or through him and shall furnish to BSCDCL such information as the BSCDCL is required to furnish under the provisions of para 36 B of the EPF scheme 1952 to the EPF authorities and other information required by EPFO authorities from time to time. He shall also submit a copy of challan every month in token of proof of having deposited the subscription and contribution of workers engaged on the project.

In case, the contractor is not complying the above provision BSCDCL shall withhold payment to the extent of 4.70% (Four point Seven Zero percent) of the value of the Running Account bill and shall release only after the submission of above mentioned details. If it is incumbent upon BSCDCL to deposit withhold amount with EPF authorities, the withhold amount shall be deposited by BSCDCL with EPF authorities. In such a case BSCDCL shall not refund this withheld amount to the contractor even after the production of EPF registration certificate.

#### **MINIMUM WAGES ACT**

The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (Regulation & Abolition) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

#### **LABOUR CESS**

The rates of the contractor shall be inclusive of labour cess. BSCDCL shall make a recovery @ 1% on account of labour cess from each RA bill of the contractor and labour cess so recovered/deducted shall be deposited with the Labour Board of the concerned state. In case the Labour Board is not established in the state, recovery made by BSCDCL on account of labour cess shall be retained under suspense account and will be deposited with the Labour Board at later date as & when the Labour Board is constituted in the state.

Every contractor, sub-contractor, affiliates, their legal assigns or heirs as the case may, shall be responsible for registration of every Building worker who has completed eighteen years of age but has not completed sixty years of age and who has been engaged in any Building or Other Construction Work for not less than Ninety Days during the preceding twelve months; with the Board / Funds as applicable under various sections of "THE BUILDINGS AND OTHER Construction workers (regulation of employment and conditions of service) act, 1996 and the building and other Construction workers' welfare cess act, 1996.

The contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form as may be prescribed by the competent authority & the same shall be kept open at all reasonable times for inspection of relevant authority and officials of client / BSCDCL.

The contractor shall be further responsible for maintaining such register & records; giving such particulars of Building workers employed by him, the work performed by them, the number of hours of work which shall constitute a normal working day, the wages paid to them, the receipts given by them and, such other particulars in such form as may be prescribed by the authority or BSCDCL.

In the event of contractor failing to comply with the above clause(s) in part or in full, BSCDCL, without prejudice to any other rights or remedy available under law or any other clause(s) of contract, shall be at absolute liberty to forfeit any sum or sums that are payable or could become payable on account of execution of contract work and decision of Engineer-in-charge shall be final & binding in this regard on the contractor.

#### **RECOVERY OF COMPENSATION PAID TO WORKMEN**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, BSCDCL is obliged to pay compensation to a workman employed by the contractor, in execution of the works, BSCDCL will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the BSCDCL under sub-section (2) of Section 12, of the said Act, BSCDCL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. BSCDCL shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to BSCDCL full security for all costs for which BSCDCL might become liable in consequence of contesting such claim.

#### **ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, BSCDCL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the BSCDCL Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by BSCDCL's Contractors, BSCDCL will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to any other right or remedy available under this contract, BSCDCL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSCDCL to the contractor whether under this contract or otherwise BSCDCL shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the BSCDCL full security for all costs for which BSCDCL might become liable in contesting such claim.

#### **CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED**

Where the contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention as per conditions of tender document hereof and the same action may be taken, and the same consequences shall ensue as provided in the said conditions of contract.

#### **INDEMNITY AGAINST PATENT RIGHTS**

The contractor shall fully indemnify the BSCDCL from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the works or temporary works.

#### **LAW COVERING THE CONTRACT**

This contract shall be governed by the Indian laws for the time being in force.

## **LAWS, BYE-LAWS RELATING TO THE WORK**

The contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

## **CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with the BSCDCL within 10 (TEN) days from the date of Letter of Award or within such extended time, as may be granted by the BSCDCL failing which no payment shall be released to the contractor. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the contractor does not sign the agreement as above or start the work within 10 (Ten) days of the issue of letter of Award, his earnest money is liable to be forfeited and Letter of award consequently will stand withdrawn.

## **MANNER OF EXECUTION OF AGREEMENT**

The agreement as per prescribed Performa as enclosed shall be signed at the office of the BSCDCL within 10(TEN days) days from the date of issue of Letter of Award. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/ materials. Unless and until a formal contract is prepared and executed, the Letter of Award read in conjunction with the Tendering Documents will constitute a binding contract.

The agreement will be signed in five originals and the Contractor shall be provided with one signed original and the other four originals will be retained by the BSCDCL.

The Contractor shall provide free of cost to the BSCDCL all the Engineering data, drawings and descriptive materials submitted along with the tender, in at least three (3) copies to form an integral part of the Agreement within seven 7 days after issuing of Letter of Award.

Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the BSCDCL with at least five (5) true hard bound copies of Agreement within thirty (30) days of its signing.

## **JURISDICTION**

The agreement shall be executed at BHOPAL on non-judicial stamp paper purchased in BHOPAL and the courts in BHOPAL alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

## **ARBITRATION**

### **1. Arbitration Procedure:**

If the efforts, to resolve all or any of the disputes through conciliation fail, then such a dispute shall be referred within 30 days from conclusion of conciliation process to a Sole Arbitrator who would be nominated by Executive Director Bhopal Smart City Development Corporation Limited, Bhopal. The arbitration and conciliation act 1996 as amended from time to time will be applicable. The venue of such arbitration shall be at Bhopal. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objections if the sole arbitrator nominated or appointed is an employee of BSCDCL.

### **2. The place of arbitration shall be Bhopal, M.P.**

### **3. English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. The award shall be made in writing.

#### **4. Enforcement of Award**

The Parties agree that the decision or award, which shall be a speaking order, resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration and Conciliation Act 1996 subject to the rights of the aggrieved parties to secure relief from any higher forum.

#### **5. Performance during Arbitration**

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made. Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award. The courts at Bhopal shall have the sole exclusive jurisdiction to try all the cases arising out of this agreement.

#### **6. Notices**

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities including day to day management, billing, termination etc. will be carried out from the office of the CEO, Smart City Development Corporation Limited Bhopal or by his duly authorized representative. Notice shall be addressed as follows:

**Chief Executive Officer**

**SECTION-4**  
**LABOUR SAFETY, HEALTH**  
**AND**  
**REGULATIONS INCLUDING FORMS**

## **LABOUR SAFETY PROVISIONS**

Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical).

Scaffolding or staging more than 3.6m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more that 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (2.0) above.

Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11.5") for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm (1 ft.) of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.

## **EXCAVATION AND TRENCHING**

All trenches, 1.2mts.(four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m.(100 feet) in length or fraction thereof, ladder shall be extended from bottom of the trench to at least 90cm (3feet) above the surface of the ground. The side of the trenches, which are 1.5 m. (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more.

Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

Demolition - Before any demolition work is commenced and also during the progress of the work following precautions shall be observed:

All roads and open areas adjacent to the work site shall either be closed or suitably protected.

No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

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

All necessary personal safety equipment's as considered adequate by the Engineer-in-charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate step to ensure proper use of equipment by those concerned. The following safety equipment shall be invariably provided.

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

Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.

- 4.1 Those engaged in welding works shall be provided with welders protective eye shields.

Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.

When workers are employed for works in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public. In addition, the contractor shall ensure that the following safety measures are adhered to:

Entry for workers into the sewer line shall not be allowed except under supervision of the JE or any other higher officer.

At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.

Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.

Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

No smoking or open flames shall be allowed near the blocked manhole being cleaned.

The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-In-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.  
Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air-blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at-least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.

The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-In-charge regarding the steps to be taken in this regard in an individual case will be final.

The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.

4.1.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

4.1.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

4.1.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

4.1.4.1 a) White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use. Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.

Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.

b) Adequate facilities shall be provided to enable working painter to wash during and on cessation of work.

c) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.



4.1.4.2 a) Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of BSCDCL.

The BSCDCL may require when necessary a medical examination of workers.

Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions.

b) These shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator.

In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this clause shall be loaded beyond the safe working load except for the purpose of testing.

In case of BSCDCL machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get verified by the Engineer-in-Charge.

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

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

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by BSCDCL Official or their representatives.

Notwithstanding the above Clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**SECTION-5**  
**FORMS AND FORMATS**

**PROFORMAS: PROFORMA- I**

The list of similar works as stated in the Minimum Qualification requirement for Bidders for Experience in construction of roads and Similar Works – Clause I

<b>PROFORMA- I</b>					
Sr.No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

**NOTE:**

Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

Works shall be grouped financial year-wise.

**PROFORMA- II**

Yearly turnover of Civil Engineering Construction Works during the last three years.

<b>PROFORMA- II</b>					
Sr.No.	Financial year	Annual Turnover of Civil Engineering	Updated value to current year	Average of last 3years	Page No.
1					
2					
3					
Total					

**NOTE:** The above figures shall tally with the audited balance sheets uploaded by the Bidders duly certified by Chartered Accountant.

**DETAILS OF THE BALANCE WORK IN HAND AS ON \_\_\_\_\_  
(UPTO THE PRECEDING MONTH OF SUBMISSION OF BID) WITH BSCDCL**

**(To be submitted in Envelop-1)**

S. No	Name of the Unit/Zone/SBG/RGB	Contract Value	Date of start as per LOI/ Contract	Date of completion as per LOI /Contract	Work done up to the preceding month of submission of bid	Balance value of work

**Note:** The bidder shall also include the value of all such works which are awarded to bidder but yet not started up to the preceding month of submission of bid.

**FORM XXVI  
AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees  
Hundred only) duly attached by Notary Public)  
(To be submitted in Envelop-1)**

Affidavit of Mr. ....S/o .....  
R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at  
.....

That the information/documents/Experience certificates submitted by  
M/s..... along with the tender for ..... (NAME OF  
WORK).....  
To BSCDCL Ltd. are genuine and true and nothing has been concealed.

I shall have no objection in case BSCDCL verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case BSCDCL demand so for verification.

I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, BSCDCL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.

I shall have no objection in case BSCDCL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before BSCDCL receives said verification.

That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, BSCDCL shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified at ..... this..... day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**APPLICATION FOR EXTENSION OF TIME**  
(To be completed by the Contractor)

**P A R T –I**

Name of Contractor

Name of the work as given in the Agreement

Agreement No.

Estimated amount put to tender

Date of commencement work as per agreement

Period allowed for completion of work as per agreement

Date of completion stipulated as per agreement

Period for which extension of time has  
been give previously

Extension granted

First extension vide Engineer-in- charge letter No... ..date    Months        Days

2nd extension vide Engineer-in-charge letter No..... date    Months        Days

3rd extension vide Engineer-in-charge letter No..... date    Months        Days

4th extension vide engineer-in-charge letter No..... date    Months        Days

Total extension previously given

Reasons for which extension have been previously given (copies of the previous application should be attached)

Period for which extension is applied for:

Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

Serial No.

Nature of hindrance

Date of Occurrence

Period for which it is likely to last

Period for which extension required for this particular hindrance.

Over lapping period, if any, with reference to item

Net extension applied for

Remarks, if any

Total period for which extension is now applied for on account of hindrances mentioned above ..... Month/ days.

Extension of time required for extra work.

Details of extra work and on the amount involved:

Total value of extra work

Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

Total extension of time required for 11 & 12

Submitted to the Engineer-in-Charges office.

DATE

SIGNATURE OF CONTRACTOR



**APPLICATION FOR EXTENSION OF TIME**

**(PART – II)**

Date of receipt of application from Contractor for the work in the Engineer-in-charge office.

Acknowledgement issued by Engineer-in-charge vide his letter No.dated

Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.

Serial No.

Nature of hindrance

Date of occurrence of hindrance

Period for which hindrance, is likely to last

Extension of time period applied for by the contractor

Over lapping period, if any, giving reference to items which over lap

Net period for which extension is recommended.

Remarks as to why the hindrance occurred and justification for extension recommended.

Engineer-in-charge recommendations.

The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement.

SIGNATURTE OF ENGINEER-IN-CHARGE

**PROFORMA FOR EXTENSION OF TIME  
P A R T –III**

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No \_\_\_\_\_ dated \_\_\_\_\_ , in connection with the grant of extension of time for completion of the work.....

The date of completion for the above mentioned work, is ..... as stipulated in the agreement, dated .....

Extension of time for completion of the above mentioned work is granted upto\_\_\_\_\_, without prejudice to the right of the BSCDCL to recover compensation for delay in accordance with the provision made in Clause of the said agreement dated the \_\_\_/ \_\_\_/ \_\_\_. It is also clearly understood that the BSCDCL shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,  
FOR Bhopal Smart City Development Corporation Ltd.

**PROFORMA OF BANK GUARANTEE IN LIEU OF E M D (TENDER BOND)**  
(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Bhopal Smart City Development Corporation Ltd.  
Near Tatpar Petrol Pump, Sector A, Berkheda,  
Bhopal, Madhya Pradesh 462023

In consideration of Bhopal Smart City Development Corporation Limited, having its Registered Office at, Near Tatpar Petrol Pump Sector A, Berkheda (hereinafter called "BSCDCL" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "BIDDER") is to participate in the said tender for.....

Whereas BSCDCL, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto..... from the Bidder in lieu of Cash Deposit of Rs..... required to be made by the Bidder, as a condition precedent for participation in the said tender.

We the ..... (hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay immediately on demand in writing and without demur/protest any amount but not exceeding Rs ..... Any such demand made by BSCDCL shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the Bidder. Any change in the constitution of the Bidder or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of BSCDCL in writing and this guarantee shall remain valid upto..... Unless a claim is made within three months from the date of expiry i.e..... (three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1.

2

**PROFORMA OF BANK GUARANTEE (PERFORMANCE)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Bhopal Smart City Development Corporation Ltd.  
Near Tatpar Petrol Pump, Sector A, Berkheda,  
Bhopal, Madhya Pradesh 462023

Whereas the Bhopal Smart City Development Corporation Limited, having its Registered Office at BSCDCL Near Tatpar Petrol Pump Sector A, Berkheda, Bhopal (hereinafter called "BSCDCL" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. .... dated (hereinafter called Contract) to M/s .....(hereinafter called the Contractor/supplier) at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs.....(Rupees .....) being .....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to immediately BSCDCL on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to BSCDCL in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by BSCDCL by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by BSCDCL to the bank. Any such demand made by BSCDCL on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs..... in the aggregate and the bank hereby agrees to the following terms and conditions:-

- i) This guarantee shall be a continuing guarantee and irrevocable for all claims of BSCDCL as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e upto .....
- ii) We, the said bank further agree with BSCDCL that BSCDCL shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by BSCDCL against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of BSCDCL or any indulgence by BSCDCL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever BSCDCL may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in

performance to any other security or guarantee which the BSCDCL may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for BSCDCL to proceed against the said contractor/supplier before proceeding against the Bank.

This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to BSCDCL in terms thereof are paid by the Bank.

The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to BSCDCL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of BSCDCL in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e..... (three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this ..... day of ..... at.....

For and on behalf of Bank

WITNESS.

1. \_\_\_\_\_

2. \_\_\_\_\_

**PROFORMA OF BANK GUARANTEE  
(FOR MOBILIZATION ADVANCE)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Bhopal Smart City Development Corporation Limited,  
Near Tatpar Petrol Pump, Sector A, Berkheda,  
Bhopal, Madhya Pradesh 462023

1.0 In consideration of the Bhopal Smart City Development Corporation Limited, having its Registered Office at BSCDCL, Near Tatpar Petrol Pump, Sector A, Berkheda, Bhopal (hereinafter called "BSCDCL" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No..... dated..... made between..... and BSCDCL in connection with..... (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs..... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to BSCDCL, we the ..... Bank Ltd., (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by BSCDCL of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from BSCDCL stating that the amount claimed is due to BSCDCL under the said Agreement. Any such demand made on the..... shall be conclusive as regards the amount due and payable by the..... under this guarantee and..... agree that the liability of the ..... to pay BSCDCL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... We ..... Bank further agree that BSCDCL shall be the sole judge of and as to whether the amount claimed has fallen due to BSCDCL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by BSCDCL on account of the said advance together with interest not being recovered in full and the decision of BSCDCL that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by BSCDCL shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till BSCDCL certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that BSCDCL shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

BSCDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing

the said Contract or the advance or securities available to BSCDCL and the said Bank shall not be released from its liability under these presents by any exercise by BSCDCL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of BSCDCL or any indulgence by BSCDCL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability. 5.0 It shall not be necessary for BSCDCL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which BSCDCL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of BSCDCL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this .....day of.....

Dated

For and on behalf of Bank

(NAME AND DESIGNATION)

## PROFORMA OF BANK GUARANTEE

(IN LIEU OF SECURITY DEPOSIT)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Bhopal Smart City Development Corporation Ltd.,  
Near Tatpar Petrol Pump, Sector A, Berkheda, Bhopal

In consideration of the Bhopal Smart City Development Corporation Ltd., having its Registered Office at Near Tatpar Petrol Pump Sector A, Berkheda (hereinafter called "BSCDCL") which expression shall include its successors and assigns having awarded to M/s..... (hereinafter called "the Supplier/Contractor") which expression shall wherever the subject or context so permits includes its successors and assigns) a Contract in terms inter-alia of BSCDCL's letter No..... dated..... and the Contract/Purchase Conditions of BSCDCL and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract upto a sum of Rs..... (Rupees..... only)

We..... ((hereinafter called "The Bank") which expression shall include its successors and assigns) hereby undertake and guarantee payment to BSCDCL forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to BSCDCL under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by BSCDCL to the Bank with reference to this guarantee up to and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with BSCDCL that: This Guarantee shall be continuing guarantee and shall ..... remain valid and irrevocable for all claims of BSCDCL and liabilities of Supplier/Contractor arising upto and until midnight of.....

This Guarantee shall be in addition to any other Guarantee or Security whatsoever that BSCDCL now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and BSCDCL shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which BSCDCL may have or obtain and no forbearance on the part of BSCDCL in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.

BSCDCL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of BSCDCL under any other security/securities now or hereafter held by BSCDCL and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to BSCDCL hereunder or prejudicing rights of BSCDCL against the Bank. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to BSCDCL in terms thereof.

5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier /contractor (whether or not pending before any Arbitrator, Tribunal or Court) or



any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to BSCDCL in terms thereof.

The amount stated in any notice of demand addressed by BSCDCL to the Guarantor as liable to be paid to BSCDCL by the supplier/contractor or as suffered or incurred by BSCDCL on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and BSCDCL be conclusive of the amount so liable to be paid to BSCDCL or suffered or incurred by BSCDCL as the case may be and payable by the Guarantor to BSCDCL in terms hereof subject to a maximum of Rs ..... (Rupees ..... only),

Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months form the date of expiry of the Guarantee i.e upto ..... the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs ..... (Rupees .....only). This guarantee will expire on..... Any claim under this Guarantee must be received by us within three months from the date of expiry i.e. .... (date, three months after the expiry date) and if no such claim has been received by us by that date all your rights under this guarantee will cease.

For and on behalf of the Bank

Place

Date

WITNESS:

1.

2.

**PROFORMA OF BANK GUARANTEE  
(FOR MOBILIZATION ADVANCE WITH INTEREST BEARING)  
(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)**

Bhopal Smart City Development Corporation Limited,  
Bhopal, Pin- 462023

In consideration of the Bhopal Smart City Development Corporation Limited., having its Registered Office at Bhopal -462023 (hereinafter called "BSCDCL" which expression shall unless repugnant to the subject: or context Include his successor and assigns) having agreed under the terms and conditions of Contract No. dated made between (name of the contractor) and BSCDCL in connection with (name of work) (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs. \_\_\_\_\_ carrying interest @ ... % p.a. for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to BSCDCL, we the Bank (hereinafter referred to the "the said Bank") and having our registered office at do hereby guarantee the due recovery by BSCDCL of the said advance alongwith interest as provided according to the terms and conditions of the contract. We ...

do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely, on a demand from BSCDCL stating that the amount claimed is due to BSCDCL under the said Agreement. Any such demand made on the said bank shall be conclusive as regards the amount due and payable by the said contractor under this guarantee and agree that the liability of the said bank to pay BSCDCL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs ... inclusive of interest @ .....% p.a.

We the said bank further agree that BSCDCL shall be the sole judge of and as to whether the amount claimed has fallen due to BSCDCL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by BSCDCL on account of the said advance together with interest not being recovered in full and the decision of BSCDCL that the amount has fallen due from' contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by BSCDCL shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till BSCDCL certify Contractor, and accordingly discharges this Guarantee subject, however, that BSCDCL shall have no claims under this Guarantee unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

BSCDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to BSCDCL and the said Bank shall not be released from its liability under these presents by any exercise by BSCDCL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of BSCDCL or any indulgence by BSCDCL to the said Contractor or of any other matter or thing whatsoever which under the law

relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

It shall not be necessary for BSCDCL to proceed against the Contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which BSCDCL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of BSCDCL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this..... day of.....

Place:

Date:

Witness:

1.

**FORM FOR GUARANTEE BOND  
FOR ANTI-TERMITE TREATMENT**

THIS AGREEMENT made this \_\_\_\_ day of Two thousand \_\_\_\_ between M/s \_\_\_\_\_ (hereinafter called the guarantor of the one part and M/s Bhopal Smart City Development Corporation Limited, hereinafter called the BSCDCL hereinafter called the OWNER of the other part.

Whereas this agreement is supplementary to the contract hereinafter called the contract dated \_\_\_\_\_ made between the guarantor of the one part and National Buildings Construction Corporation Ltd., of the other part whereby the contractor inter-alia, understood to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be so reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-Charge calling upon him to rectify the defects falling which the work shall be got done by BSCDCL/ OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify BSCDCL against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by BSCDCL/ OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor \_\_\_\_\_ and by \_\_\_\_\_ for and on behalf of BSCDCL on the day of month and year first above written.

Signed sealed and delivered by (Guarantor)

IN THE PRESENCE OF: 1.

2.

Signed for and on behalf of BSCDCL by/ in presence of:

1.

2.

**GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS  
AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The agreement made this ..... day of ..... Two thousand One and ..... between ..... (hereinafter called Guarantor of the one part) and the BSCDCL (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract(hereinafter called the Contract), dated ..... and made between the GUARANTOR OF THE ONE part and the BSCDCL of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over o the structure of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.

Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts

The decision of the Engineer-in-Charge with regard to cause of leakage shall be final

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the BSCDCL by some other Contractor at the guarantor's cost and risk. The decision of Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach there-under, then the Guarantor will indemnify the principal and his successors against all laws damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/ or cost incurred by the BSCDCL, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator,,,,,.....and by ..... And for and on behalf of the BSCDCL on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of-

- 1.
- 2.

Signed for and on behalf of the BSCDCL by \_\_\_\_\_

In presence of:

- 1.
- 2.

**PROFORMA OF  
INDENTURE FOR SECURED ADVANCE OR CREDIT**

THIS INDENTURE made this day of \_\_\_\_\_ Between \_\_\_\_\_

(hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor/administrators and assign of the one part and National Buildings Construction Corporation Ltd., having its Registered Office at BSCDCL, Bhopal (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement). The Contractor has agreed to construct.....

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with The Engineer and declares as follows:

That all sums given as advance or credit by The Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.

That the material for which the advance or credit is given are offered to and accepted by The Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify The Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.

That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor s solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.

That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by The Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by The Engineer.

That said material shall not on any account be removed from the site of work except with the written permission of The Engineer.

That the advance shall be repayable in full when or before Contractor receives payment from The Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment The Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.

That if the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to The Engineer, shall immediately on the happening of such default be repayable by the

Contractor to The Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by The Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly

That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:

Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.

Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.

Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.

Expect in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.

That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of BHOPAL courts only.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by

Contractor

The Engineers

**AGREEMENT FORM**

This agreement made this day of (Month) (Year), between the **Bhopal Smart City Development Corporation Limited (BSCDCL)**, a company incorporated under the Companies Act, 1956 having its Registered Office at BSCDCL, Bhopal 462023 (hereinafter referred to as the "BSCDCL" which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s(NAME OF CONTRACTOR)** (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part. WHEREAS, BSCDCL, has desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the "PROJECT") on behalf of the **(NAME OF OWNER/MINISTRY)** (hereinafter referred to as "OWNER"), had invited tenders as per Tender documents vide NIT No. \_\_\_\_\_.

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred tender vide their tender dated \_\_\_\_\_ and BSCDCL has accepted their aforesaid tender and award the contract for **(NAME OF PROJECT)** on the terms and conditions contained in its Letter of Intent No. \_\_\_\_\_ and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptance letter dated \_\_\_\_\_ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

**ARTICLE 1.0 – AWARD OF CONTRACT  
SCOPE OF WORK**

BSCDCL has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its letter of intent No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

**ARTICLE 2.0 – CONTRACT DOCUMENTS**

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

BSCDCL Notice Inviting Tender vide No. \_\_\_\_\_ date \_\_\_\_\_ and BSCDCL's tender documents consisting of:

General Conditions of Contract (GCC) along with amendments/errata to GCC (if any) issued (Volume-I).

Special Conditions of Contract including Appendices & Annexures, Volume-II.

Bill of Quantities along with amendments/corrigendum of schedule items, if any (Volume-II).

\_\_\_\_\_  
\_\_\_\_\_

**(NAME OF CONTRACTOR)** letter proposal dated \_\_\_\_\_ and their subsequent communication:

Letter of Acceptance of Tender Conditions dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



BSCDCL's detailed Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_ including Bill of Quantities. Agreed time schedule, Contractor's Organization Chart and list of Plant and Equipment's submitted by Contractor.

All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by BSCDCL in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by BSCDCL in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to BSCDCL. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in BSCDCL's Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.

The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.

Contractor shall adhere to all requirements stipulated in the Contract documents.

Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only), which shall be governed by the stipulations of the contract documents.

### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**

Neither the inspection by BSCDCL or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by BSCDCL or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by BSCDCL or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to BSCDCL, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

### **ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

The Laws applicable to this contract shall be the laws in force in India and jurisdiction of BHOPAL Court (s) only.

Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at BHOPAL.

For and on behalf of:  
(NAME OF CONTRACTOR)

WITNESS:

1.

For and on behalf of:  
(M/s Bhopal Smart City Development Corporation)

WITNESS:

1.

**FORM 7 - FORM OF POWER OF ATTORNEY FOR SIGNING THE BID DOCUMENTS**

(On a Stamp Paper of relevant value)

Know all men by these presents, we, ..... (name of Contractor and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of bid for the for **"Improvement of Roads to Smart Roads (30 M wide Road (Package III)) consisting of Utility Duct along with allied works along with Defect Liability Period of Tendered works for Period of Five Years under "SMART CITY MISSION" on Design, Build and Operate Basis at Bhopal City Project "** being developed by the BSCDCL including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to BSCDCL, representing us in all matters before BSCDCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with BSCDCL in all matters in connection with or relating to or arising out of our Proposal for the said work and/or upon award thereof to us till the entering into of the agreement with BSCDCL.

AND GENERALLY to act as our Attorney or agent on behalf of us in relation to the bid for **"Improvement of Roads to Smart Roads (30 M wide Road (Package III)) consisting of Utility Duct along with allied works along with Defect Liability Period of Tendered works for Period of Five Years under "SMART CITY MISSION" on Design, Build and Operate Basis at Bhopal City Project "** (and to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby agree to ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2017

For

.....  
(Signature, name, designation and address)

Witness

- 1.
- 2.

Notarized

Accepted

-----  
(Signature, name, designation and address of the Attorney)

**AFFIDAVIT \*(Black listing)**

- 1. I, the undersigned, do hereby certify that all the statements made in the Tender document are true and correct.
- 2. The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ nor any of its constituent partners are blacklisted by any of the Govt./Semi Govt. institutions and not have abandoned any work of buildings / Infrastructures works in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.

\_\_\_\_\_  
Signed by an Authorized Officer of the Firm

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

**SECTION-6**  
**SCOPE OF WORK &**  
**SPECIAL CONDITION OF CONTRACT (SCC)**

## **SCOPE OF WORK**

The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. The Work Shall be executed on Preparation of Working Drawings GFC, Procurement and Construction Basis. Details and drawings given in Tender document is for information purpose only and successful bidder shall undertake confirmatory survey for accuracy and completeness of data. It is in scope of successful Bidder to undertake all Site surveys, Geotechnical investigations, Underground Utility Survey and Scanning of the roads for utility shifting, obtaining all required approvals from the relevant authorities, Prepare of Good for Construction Drawings, submit The successful bidder shall have to prepare and submit 'GFC Drawings' depicting the exact construction carried out on site, in soft and hard copy format. Statutory and other charges for getting various required approvals shall be in scope of Successful bidder

The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per conditions of contract.

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

- 6.1 The following special conditions shall be read in conjunction with General conditions of contract. If there are any provisions in these Special Conditions, which are at variance with the provisions of General Conditions of Contract, the provisions in the Special Conditions shall take precedence.
- 6.2 Where any portion of Special Conditions of Contract is repugnant to or at variance with any provision of the instructions to Bidder and General Conditions of Contract and / or the other documents forming part of the contract then unless a different intention appears the provision of the Special Conditions of Contract shall be deemed to override the provisions of the general conditions of contract and / or the other documents forming part of the contract only to the extent such repugnant/various in the special conditions of contract as are not possible of being reconciled with the provisions in the special conditions of contract as are not possible of being reconciled with the provision with instructions to Bidder or General Conditions of contract and / or the other documents from part of the contract.
- 6.3 Working drawing to be given by Contractor shall be according to the drawing given in the Tender document.
- 6.4 Items mentioned in the BOQ may vary or any changes are needed then it should bring to the attention of BSCDCL.
- 6.5 The items which are missing or not defined in the given BOQ in this Tender Document, then the contractor has to submit the items for approval to BSCDCL.
- 6.6 The contractor has to submit sample of the items defined in BOQ the same to be Approved by BSCDCL, before use.
- 6.7 It is percentage rate tender bidder should quote percentage above or below of PAC.

- 6.8 Contractors shall construct/ refurbish Store, Cement Godown, Lab, Office for their use or shall make for BSCDCL. The space shall be provided by BSCDCL.
- 6.9 Contractors must maintain proper documentation as mentioned in the Quality Assurance Manual of CPWD and shall be cross checked with to the EIC of BSCDCL on daily basis.
- 6.10 The tree cutting will be in the scope of Bidder, BSCDCL will support in taking the permission from the statutory authorities.**

#### **1.0 Additional Conditions ;**

- 1.1 Excavated good earth declared surplus or otherwise shall be disposed of at designated locations as per the directions of BSCDCL, which shall be different from the disposal site for disintegrated rock etc.
- 1.2 For soil required for re-filling, if sufficient space is not available for stacking at site of excavation, the Contractor shall make his own arrangements for transporting and stacking the earth elsewhere and then bring it back for re-filling. Nothing extra shall be paid on this account for to and fro carriage.
- 1.3 Disposal of surplus excavated earth including mud, liquid mud, dismantled RCC, dismantled brick work etc. shall be made only in the dumping yard approved by local authority. It will be the responsibility of the contractor to get the permission for dumping yard from local authority as required. If any royalty /fees is payable to local authority, such royalty / fees shall also be borne by the contractor. Disposal shall be carried out strictly as per the regulations of local authority. However, the above materials shall not be removed out of owner's premises without prior written authorization of BSCDCL.
- 1.4 All the Charges required for vetting of the designs done by The Contractor by IIT or any other reputable agency approved by BSCDCL etc. shall be deemed to have been included in the quoted rates.
- 1.5 The Contractor shall, at his own expense and without extra charges, make provision for all pumping, dewatering, dredging or bailing out water, if necessary, irrespective of the source of water. The water so pumped out shall be discharged as per local byelaws and as approved by the Engineer-in-charge. The Contractor shall also take all necessary precautions in diverting channels and in discharging the drained water as not to cause damage to the works, crops or any other property within/outside the plot. Excavated area for the basement/ foundation trenches shall be kept free from water while all the works below Ground level are in progress. Nothing extra shall be paid on this account in terms of time and cost.
- 1.6 Further contractor shall take all necessary precautions to protect and safe guard the foundation of the adjacent building / Structure / Overhead/Underground utilities. Nothing extra shall be payable on this account.

#### **2.0 Construction Power, Water and other facilities**

- 2.1 BSCDCL may provide construction power for office purpose only, at one point, on chargeable basis. Client shall not provide power for any other purpose and the Contractor shall be exclusively responsible to make his own arrangements for supply of power for his use including area illumination, construction activities, fabrication, without any extra cost to Client.

- 2.2 BSCDCL shall provide water for construction purpose at one point, the vicinity of the site of work. Contractor shall make all arrangements for distribution, storage, use and drainage of the same at his own cost.
- 2.3 BSCDCL shall endeavor to provide land out of available land to the Contractor, for the sole purpose of field office using Contractor's own container (porta cabin). No land shall be provided for accommodation of workers/labour.
- 2.4 The Contractor shall remove all temporary buildings / facilities etc. before leaving the site after completion of works in all respect. In the event that Contractor fails to clear the site within 3 weeks after receiving intimation from BSCDCL to do so, BSCDCL shall be free to engage the services of any third party to clear the site at Contractors risk and cost. All expenses incurred on this account shall be recovered from the Contractor.
- 2.5 If BSCDCL provides water and electricity, the cost for such facility will be borne by the contractor at the prevailing rates of local Government bodies as per actuals.

**3.0 TAXES, DUTIES, ROYALTY, PRICES**

**3.1 Royalty**

- 3.1.1 All royalties etc., as may be required for any Borrow Areas, including right of way etc. to be arranged by Contractor shall be deemed to have been included in the quoted prices.
- 3.1.2 Contractor's quoted rates should include the royalty on different applicable items as per the prevailing State Government rates.

**4.0 Underground and overhead structures**

- 4.1 The Contractor will familiarize himself with and obtain information and details from BSCDCL in respect of all existing structures, overhead lines, existing pipelines and utilities existing at the job site before commencing work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified BSCDCL from and against any destruction thereof or damages thereto.

**5.0 Electrical Contractor's License**

- 5.1 The CONTRACTOR or its nominated Sub-Contractor(s), as the case may be, shall have a valid electrical contractor's license for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to Engineer-in-charge before commencement of any electrical work or work pertaining to Electrical System.

**6.0 Project Review Meetings**

- 6.1 The contractor, immediately on award of work shall submit details of his key personnel to be engaged for the work at site. In addition, he shall furnish the Engineer-in-Charge detailed organogram of his staff involved with the work.
- 6.2 The Contractor shall present the programme and status at various review meetings as required.
- 6.3 Weekly Review Meetings: Shall be attended by Local Team headed by Project - in-Charge.

Agenda	<ul style="list-style-type: none"> <li>a) Weekly programme v/s actual achieved in the past week and programme for next week.</li> <li>b) Remedial Actions and hold up analysis.</li> <li>c) Client query approval.</li> </ul>
--------	---



- 6.4 Monthly Review Meetings:** Shall be attended by Project-in-Charge and the Management Representative who can take independent decisions

Agenda	a) Progress Status/Statistics. b) Completion Outlook. c) Major hold ups / slippages. d) Assistance required. e) Critical issues. f) Client query/approval. g) Anticipated cash flow requirement for next two months
--------	---

## **7.0 PROJECT OFFICE ACCOMMODATION**

- 7.1** The contractor shall provide, erect and maintain at his own cost separate temporary water tight, Puff insulated air-conditioned office accommodation in the form of two (02) Nos. Porta Cabins each of size 20' X 10' or Quantity and Size of Porta cabin as approved by BSCDCL at designated locations for the use by BSCDCL with the following minimum facilities in each cabin. These shall be available till handing over of the project.

- 7.1.1** Toilet facility - 1 No. portable for each cabin
- 7.1.2** Modular Work Stations - 3 Nos. in each cabin
- 7.1.3** Executive Chairs - 3 Nos. shoulder rest
- 7.1.4** Visitors Chairs - 6 Nos.
- 7.1.5** Overhead Storage Racks - All along the walls
- 7.1.6** Adequate Number of Power plugs –
- 7.1.7** White Board with Markers - 1 No. in each cabin
- 7.1.8** Pin-Up Display board of size as required
- 7.1.9** Free Drinking water, stabilised power and lighting as required for the duration of the Project.
- 7.1.10** Janitorial and Housekeeping services

- 7.2** The contractor has to relocate the Porta Cabins if required as per the exigencies of the work and as directed by BSCDCL without any extra cost. After completion of the Project the Contractor shall take away this material and the site shall be cleaned free from all construction debris.

## **8.0 RECOMMENDED MAKES OF MATERIALS.**

- 8.1** A list of recommended makes of materials is as per Tender document
- 8.2** The order of preference amongst the various products/materials shall be as follows:
- 8.2.1** The products / materials shall be as per the Brand specified in the Tender document
  - 8.2.2** If the Brand is not specified then the products/material shall be ISI marked and the same shall be got approved by the Engineer-in-Charge before execution.
  - 8.2.3** If ISI marked product/material is not available, the same shall be as approved by the Engineer-in-Charge before execution.

## **9.0 COMPLETION CERTIFICATES/ NOC FROM LOCAL STATUTORY BODIES**

- 9.1** Contractor has to arrange at his own cost building/ work completion certificates or NOCs if required to be obtained, from the local statutory bodies of central and state govt. such as Municipal Corporation, electrical, safety, Fire authority, Chief Controller of Explosives (CCOE) etc. Any fees required for obtaining such NOCs shall be paid by BSCDCL on production of relevant depository challans/ receipts from such Govt. authorities. Initial building approval drawings shall be made available by BSCDCL
- 9.2** The application on behalf of BSCDCL for submission to relevant authorities along with copies of required certificates complete in all respects shall be

prepared and submitted by the Contractor well ahead of time so that the actual construction / commissioning of the work is not delayed for want of the approval / inspection by concerned authorities.

- 9.3** The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor.

#### **10.0 TOOLS, PLANTS AND MACHINERY**

**10.1** The Contractor shall provide and install at site adequate T&P for construction of the Project Works. The deployment of T&P shall be planned as per work requirement to suit the nature, quantum and speed of the work for lifting/hoisting construction materials/equipment etc.

**10.2** The T&P shall be maintained in good working condition throughout the progress of work.

**10.3** All adequate precaution regarding formal upkeep of valid Statutory/Safety credentials of major construction equipment as directed by BSCDCL, their installation, operation, maintenance, materials etc., shall be taken care of.

**10.4** The operating staff to be deployed shall be properly qualified and adequately trained and experienced. All safety precautions shall be taken during the project duration, against possible accident. The Contractor shall deploy his representative to effectively enforce the safety rules and regulations in this regard.

**10.5** The list of T&P is as follows :

<b>Sr.no</b>	<b>Name of Equipment</b>
1	Concrete batching plant of adequate capacity
2	Concrete Pumps
3	Concrete Transit Mixer
4	JCB / Excavators
5	Excavator
6	Rock/ Concrete pneumatic breaker
7	Dewatering Pumps
8	Needle Vibrators
9	Plate Vibrators
10	Sensor Paver

#### **11.0 Construction Equipment & Mechanization of Construction Activities**

**11.1** The above list is only minimal and indicative. The contractor shall deploy all necessary tools and plants as per the requirement of the work.

**11.2** The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time Schedule, progressively deploy adequate equipment, and tools & tackles and augment the same as decided by Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule.

#### **16.0 CENTRING AND SHUTTERING FOR R.C.C WORK:-**

**16.1** The work is to be completed within 12 months, hence the contractor shall adopt a suitable system complying with BIS standards regarding stripping time, with requisite number of sets of centring and shuttering. The slab cycle for each of the structures has to be designed for completing the construction within the

stipulated completion time of the respective building, and the same shall be got approved by BSCDCL.

#### **17.0 INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES/ BUILDINGS**

- 17.1** In case any operation connected with the Works requires temporary diversion of the traffic, or obstruction or closure of any road, or any other 'right of way', the approval of BSCDCL and the respective competent authorities shall be obtained at least one week in advance.
- 17.2** The Contractor shall at all times during execution of the Works, ensure an uninterrupted flow of traffic around the plot so as not to cause any nuisance to the general public.
- 17.3** If in order to avoid undue interference with the traffic and adjoining properties, BSCDCL instructs the Contractor to take special precautions or work within restricted time periods; the Contractor shall carry out the Works during such time and in such manner as directed by BSCDCL.

#### **18.0 LIGHTING & WATCH AND WARD:**

- 18.1** The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, area lighting at the construction site and approaches, watchmen, necessary watch towers etc. during progress of work at all hours including night hours, if required, as directed by the Engineer-in-charge.
- 18.2** The Contractor shall be responsible for the watch and ward of the all construction premises and buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation till handing over of all the works to BSCDCL.

#### **19.0 Monthly Bills of Contractor**

**Contractor shall submit Monthly bills for the work Executed. Minimum amount of such bills shall not be less than 5 % of Contract value.**

#### **20.0 Payment Schedule :**

**Following payment schedule shall be adopted for Electrical works**

S. No.	Activity	Payment (%) ( against Supply and Installation cost)
1.	On Supply & Delivery of Material. Prior to commencement of work, the contractor shall get approved, the procurement schedule from the Engineer-in-Charge. Quantity to be procured shall be as approved by Engineer-in-charge. Payment shall be strictly done only after approval from Engineer-in-charge	70% payment
2.	On Installation and Testing	20% payment

3.	On satisfactory Commissioning after approval from Engineer-in Charge	10% payment
----	--	-------------

### 21.0 Time period of the Project

Entire project should be completed and delivered within Twelve Months of time from the date of award of contract that includes Monsoon.

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor.

The Contractor should complete the physical work as far as possible as per phase given below:

¼ of the work in	..	¼ of the time
½ of the work in	..	½ of the time
¾ of the work in	..	¾ of the time
Full of the work in	..	Full of the time

Full work will be completed in Twelve months including Monsoon.

However deviations if any from above phasing will be got duly approved by the engineer incharge.

The program for completion of work shall be a part of the Contract Document in the form of Bar Chart / GANTT Chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the program submitted by the Contractor.

### 22.0 Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender /Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

The amount of Security Deposit retained by the BSCDCL shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by BSCDCL shall be

adjusted towards the excess cost incurred by the Department on rectification work.

**23.0 Action when whole of security deposit / Retention Money is forfeited:**

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer-in-Charge shall have power to adopt any of the following process, as he may deem best suited to the interest of BSCDCL -

(a) To rescind the contract (for which recession notice in writing to the contractor shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BSCDCL .

(b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BSCDCL under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BSCDCL even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or

procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

**Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent**

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of BSCDCL /Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BSCDCL and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed

**SECTION-7**

**SCOPE OF WORK,  
EMPLOYER'S REQUIREMENT  
AND  
TECHNICAL SPECIFICATIONS**

## Utility duct

### SCOPE OF WORK FOR EPC CONTRACT: CIVIL-STRUCTURAL

#### General Design Obligations

Preliminary design and drawings shall be provided by architect/technical consultant assigned by BSCDCL to successful bidder, after signing the contract; contractor is responsible for weighing/validating of the same.

Successful Bidder is expected to carry out their own survey, investigations and Submit GFC drawings and get it approved from BSCDCL Engineer in charge before execution of work.

The Contractor shall prepare GFC drawings by their own consultants within 28 days from the Commencement Date to facilitate preparation and submission of GFC drawings, construction documents, etc., for review and approval by the E I C. The design ENGINEER/consultant shall preferably be available whenever required to facilitate communications and frequent interactions with the Employer's Representative and the Employer. The Contractor shall ensure that consultant manpower available in office until such time as all necessary designs and Construction Documents have been completed, reviewed, and approved by the E.I.C. The Contractor will be fully responsible for ensuring that it, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects.

#### Scope of the Works

The Scope of Work under this contract includes but is not limited to the following in relation to the GFC drawings, construction, and operation of the Works:

- The Feasibility Report / Preliminary Project Report of the Project has been assessed however the Bidders are expected to carry out their own surveys, investigations and other Preliminary examination of the Project.
- Preliminary design and drawings shall be provided by architect assigned by BSCDCL to successful bidder after signing the contract; contractor is responsible for weighing/validating of the same.
- Contractor will submit GFC drawings and get it approved from BSCDCL Engineer in charge before execution of work.
- Setting out of the works.
- Site Clearing, Site Grading, Excavation, disposal of excavated earth and bailing out & disposal of water.



- Contractor shall do Structural Design based on approved Civil Structural Design Criteria.
- Preparation of (GFC) complete structural design, drawings for Utility Ducts- foundation raft, external walls, partition walls, pipe and cable supports, cable tray supports, adjoining Vent Shaft, lateral duct entry to plot of 2m length minimum, entry and exit at either ends of duct and for other related structures in the Utility Duct. i.e. Drain, Pedestals, P etc to be provided as per provision contained in IS codes/NBC but not lower than the minimum criteria mentioned in the tender. Scales for each detail shall be use as per BIS standards.
- Contractor shall submit Structural stability certificate for 10 years and life span building structure certificate for 50 years for all structures and components from government authority at his own cost.
- Construction of all Civil Structures and Building finishes Work of all structures in balance Road in North part of TT Nagar ( 45.0m, 18.0m,12.0m,6.0m ROW)
- For all structural designs and drawings the contractor must get the proof check done by accredited agencies decided by BSCDCL at his own cost before submitting for the approval of the client.
- One Copy of structural design calculations and details in soft and hard copy (latest version of software) based on the approved plan shall be submitted before commencement of the construction work at site for information and record.
- GFC drawing submission based on Preliminary design and drawings, Construction and Commissioning of Roads.
- Submission of GFC drawings, Process Calculations, Data Sheets for approval.
- Execution of all Civil Works at Site including Construction, Erection, Testing and Handing over.
- Utility Duct shall be designed for crack width and checked for water tightness after construction.
- Implementing Anti termite treatment / Water proofing / Insulation works. Contractor shall submit warranty certificate for same in approved format.
- Preparation and Submission of As-Built drawings for Civil and Structural Works.
- Issuing Warranty certificate for Anti termite treatment / Water proofing / Insulation works.

- Maintaining safety requirements and relevant Government Regulations, and ensure their implementation.
- Safety reporting: Brief reports of all accidents and hazardous incidents including descriptions of causes, extent of injuries, action taken, and precautions instituted to prevent repetition of such events.
- Contractor has to erect batch mix plant (minimum 30 cum/hr) fully automatic, computerised for preparation of design mix concrete as per latest BIS codes at his own cost and shall prepare all concrete accordingly. RMC to be used for 6 cum or more than 6 cum of concrete to be done in single pour.
- **Guarantee for construction defect/manufacturing defects for 12 months:** Contractor shall guarantee the following work for period of 12 months after completion of work. Any damage or defect that may arise or that may remain undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by him or in the workmanship be rectified or replaced by contractor at his own expense as desired by engineer in charge or in default may cause the same to be made good by other agency and deduct expenses there of (for which the certificate of engineer in charge shall be final) from any sums that may then or any time thereafter become due to contractor or of sale thereof or a sufficient portion thereof. Further, bidder please notes that contractors shall liable to construction defect/manufacturing defects and not liable to damage caused by occupants if any.
- The scope as described above is only indicative and not exhaustive. In additions to above, the contractor shall be responsible for executing all the items required for completing the 45.0m Road No. MR-01 (CH-0.0 to CH-1000.0), MNR-12(Ch-0.0 to Ch-597.0), MNR-18 ( Ch-0.0 to h-127.0), MNR-19(CH-0.0 to CH-295), MNR-20(CH-0.0 to Ch-570.0), in all respect to make the utility units accessible, and ready for workability and also all services and works complete as per direction of Engineer-in- charge.

#### Quality Assurance

The Contractor shall institute a Quality Assurance and Quality Control (QA/QC) system in accordance with the requirements to demonstrate compliance with the requirements of the Contract. The Contractor shall submit, within 14 days of signing of the Contract Agreement, the required Quality Assurance and Quality Control

(QA/QC) Program for approval by the Employer's Representative. The Employer's Representative will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor. The Employer's Representative's, approval, disapproval, comments, or failure to provide any of these to the Contractor, shall in no way relieve the Contractor of any of its obligations or responsibilities under the Contract. The Contractor, prior to commencement of work at the Site, shall set up his own laboratory, with prior notification to the Employer's Representative. The calibration of the laboratory equipment and instruments shall be certified by agencies approved by the Employer's Representative. Laboratory equipment shall be properly maintained and calibrated throughout the period of the Contract by the Contractor at his own expense. The Contractor shall give the Employer's Representative reasonable advance notice prior to conducting any tests required by the Bid Documents, which the Employer's Representative may choose to witness at his discretion. The Employer's Representative will also inspect the laboratory if deemed necessary and the Contractor shall provide adequate facilities to the Employer's Representative that may be necessary for witnessing testing or for independent verification of the accuracy and adequacy of the facilities and equipment. The list of mandatory equipment to be provided at the Site by the Contractor is indicated in Volume II. Compliance with the QA/QC system shall not relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Contractor shall maintain Quality Control records. QA/QC records till the completion of Defect liability Period shall be maintained.

#### Progress Reports

Weekly/Fortnightly/Monthly Progress Reports, along with photographs depicting the progress achieved in the month, shall be prepared by the Contractor in a format approved by the Employer's Representative and the Employer and submitted to the Employer's Representative. Contractor shall submit Weekly/Fortnightly/Monthly Progress Reports in review meetings for Project Progress and approval.

#### STRUCTURAL DESIGN REPORT

##### SCOPE 1

This Structural Design is intended to provide general guidelines for the structural design, selection of materials, and preparation of engineering specifications and drawings for structures related to Infrastructure development (Utility Trenches for Water & Recycle, Electrical & SWM, Sewer Line, Storm Water Drain, etc) at 30.0m Roads.

---

Please note that, information provided in this report is subject to revisions, based on final geotechnical report.

This report will form the design criteria and basis for methods of analysis and design to be adopted in development (Utility Trenches for Water & Recycle, Electrical & Solid Waste Management, Sewer Line, Storm Water Drain, etc) 30.0m Road with the aim of achieving a design that satisfies all strength and serviceability requirements under all types of loadings. The document also records all inputs assumed in the design and will form the basis for all future detailed structural work. This Report will include following-

#### INPUT

##### *ARCHITECTURAL & TRANSPORTATION*

30.0m Road shall be designed as per ROW provided in Road Cross Section drawings and facilities provided as per architectural drawings

##### *GEOTECHNICAL*

Please refer relevant soil investigation report (attached as annexure with this report)

##### SOIL INVESTIGATION AND FOUNDATION RECOMMENDATIONS

##### *FOUNDATION SYSTEMS*

Raft foundation is recommended for Utility Trench.

##### *DESIGN CRITERIAS FOR FOUNDATION SYSTEM*

Assumed allowable (design) Bearing Capacity of soil is 27.0 T/m<sup>2</sup> i.e. 270 kN/m<sup>2</sup> at Foundation level as per available adjacent site soil investigation report. Coefficient of friction between concrete and soil strata ranges between 0.55 to 0.60 (Ref: NAVFAC DM 7.2, table 1, pg. 7.2-63).

Modulus of sub-grade reaction can be considered as 10800 kN/m<sup>3</sup>. ground water table is considered far below raft level.

##### CODES, STANDARDS AND SPECIFICATIONS

The design shall comply with the latest editions and revisions of the codes, specifications, and standards listed below:

❖	NBC	:	National Building Code of India.
❖	IS: 875 (Part 1)	:	Code of Practice for Design Loads (Other than Earthquake) for Buildings and Structures (Dead Loads).
❖	IS: 875 (Part 2)	:	Code of Practice for Design Loads (Other than Earthquake) for Buildings and Structures (Imposed Loads).
❖	IS: 875 (Part 3)	:	Code of Practice for Design Loads (Other than Earthquake) for Buildings and Structures (Wind Loads).
❖	IS: 875 (Part 5)	:	Code of Practice for Design Loads (Other than Earthquake) for Buildings and Structures (Special Loads and Combinations).
❖	IS: 1893 (Part 1)	:	Criteria for Earthquake Resistant Design of Structures (Part 1 – General Provisions and Buildings).
❖	IS: 1893 (Part 2)	:	Criteria for Earthquake Resistant Design of Structures (Part 2 – Liquid retaining tanks – Elevated and ground supported).
❖	IS: 1893 (Part 3)	:	Criteria for Earthquake Resistant Design of Structures (Part 3 – Bridges and retaining walls).
❖	IS: 1893 (Part 4)	:	Criteria for Earthquake Resistant Design of Structures (Part 4 – Industrial Structures including Stack-Like Structures).
❖	IBC	:	International Building Code.
❖	IS 3414	:	Code of practice for design and installation of joints in buildings

### *REINFORCED CEMENT CONCRETE*

- ❖ IS: 432 : Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement.
- ❖ IS: 456 : Plain and Reinforced Concrete – Code of Practice.
- ❖ IS: 1786 : High strength deformed steel bars and wires for concrete reinforcement.
- ❖ IS: 2502 : Code of Practice for Bending and Fixing of Bars for Concrete Reinforcement.
- ❖ IS: 4326 : Code of practice for earthquake resistant design and construction of buildings.
- ❖ IS:13920 : Code of practice for ductile design and detailing of reinforced concrete structures subjected to seismic forces.
- ❖ IS: 1080 : Code of practice for design and construction of shallow foundations in soils (other than raft, ring and shell).
- ❖ IS: 1904 : Code of practice for design and construction of foundations in soils: General requirements.
- ❖ IS: 2911: : Code of Practice for Design and Construction of Pile  
(Part 1 to 4) Foundation.
- ❖ IS: 2950 (Part 1) : Code of practice for design & construction of raft Foundations.
- ❖ IS: 2974 : Code of Practice for Design and Construction of Machine  
(Part 1 & 2) Foundations.
- ❖ IS: 3370 : Concrete structures for the storage of liquids - Code of  
(Part 1 to 4) Practice.
- ❖ IS: 5249 : Determination of dynamic properties of soil, method of test.
- ❖ IS: 8009 : Code of practice for calculation of settlements of  
(Part 1 & 2) foundations.
- ❖ IS: 3414 : Code Of Practice For Joints In The Buildings.
- ❖ SP: 16 : Design Aids for Reinforced Concrete to IS 456: 1978.
- ❖ SP: 24 : Explanatory Hand Book on Indian Standard Code of  
Practice for Plain and Reinforced Concrete (IS 456: 1978).
- ❖ SP: 34 : Hand Book of Concrete Reinforcement and Detailing.
- ❖ SP: 20 (S & T) : Explanatory Hand Book on Masonry Design and  
Construction.
- ❖ BS 8110 : 1997 : Plain and reinforced concrete - Code of practice  
British standard
- ❖ ACI 318-2011 : Plain and reinforced concrete - Code of practice  
American standard
- ❖ CP65 : Plain and reinforced concrete - Code of practice  
Singapore standard

### *STRUCTURAL STEEL*

- ❖ IS: 800 : Code of Practice for General Construction in Steel.
- ❖ IS: 811 : Cold formed light gauge structural steel sections.
- ❖ IS: 814 : Covered electrodes for manual metal arc welding of carbon  
and carbon manganese steel.
- ❖ IS: 816 : Code of Practice for Use of metal arc welding for general  
construction in mild steel.
- ❖ SP: 6 : Handbook for Structural Engineers.

- (Part 1 to 7)
- ❖ IS: 1977 : Low Tensile Structural Steels – Specification.
  - ❖ IS: 2062 : Hot Rolled low, medium and high tensile structural steel.
  - ❖ IS: 1363 : Hexagonal head bolts, screws & nuts of product Grade C.
  - ❖ IS: 2016 : Plain washers.
  - ❖ IS: 3138 : Hexagonal bolts and nuts (M42 to M150).
  - ❖ IS: 3502 : Steel chequered plates.

#### MATERIAL, WORKMANSHIP AND DESIGN CRITERIA

The proposed structure will consist of concrete and Steel reinforcement as main materials used for construction of the structures.

#### *STRUCTURAL DESIGN OF RCC ELEMENTS*

The design aims to achieve an acceptable probability that structures being designed will perform satisfactorily during their intended life. With an appropriate degree of safety, they should sustain all the loads and deformations of normal construction and use and have adequate durability and resistance to the effects of earthquake, wind as well as misuse and fire. Structures and structural elements will be designed by Limit State Method. Due consideration will be given to the accepted theories, experience and modern design philosophy and practices.

#### CONCRETE

##### a) Cement

Generally Ordinary Portland cement (OPC) conforming to IS: 8112 or Portland pozzolana cement conforming to IS: 1489 shall be used for superstructure.

##### b) Reinforced Cement Concrete (RCC)

Reinforced concrete conforming to Table 2; IS 456-2000 shall be used with 20mm and down size graded crushed stone aggregate unless noted otherwise. recommended Minimum grade of reinforced cement concrete shall be M30 considering high rise structure for superstructures and substructures. Recommended grades for the different members are as follows:

- Beams and Slabs M35/M30
- Columns M35/M30
- Footings & Raft M35/M30
- Water Retaining Structures M35/M30
- Retaining Walls M35/M30

The contractor has to submit the detailed methodology including quality control measures for the manufacture and supply of concrete to the project site and take prior approval of the client before proceeding.

##### c) Lean Concrete

Concrete of minimum 100 mm thickness of lean concrete mix 1: 2 :4 (by weight, using 20mm and down size grade crushed stone aggregate) shall be provided under all RCC foundations.

## REINFORCEMENT BARS

- a) High Strength Deformed Thermo mechanically treated (TMT) Steel bars of grade Fe 500D, conforming to IS: 1786 with minimum elongation of 14.5% and of approved make listed in the tender document shall be used.
- b) No re-rolled reinforcement bars shall be used.
- c) Mechanical couplers for laps of bars higher than 32 mm diameter shall be done as per IS 16172.

## Min. Reinforcement steel

As per Indian standard code provisions, min & max. reinforcement to be provided as below:

1. Footing : Min. 0.12 % of total cross section area IS 456 : 2000
2. Column : Min. 0.8 % & max 4 % of gross sectional area IS 456 : 2000
3. Beam : Min.  $0.24 \cdot \sqrt{f_{ck}}/f_y$  % or 0.85  $f_y$  % Of efficient cross sectional area  
whichever is high. Max 4 % of cross sectional area IS 13920 :2016 & IS 456 :2000
4. Slab : 0.12 % of total cross sectional area IS 456 :2000
5. Retaining wall : 0.12 % of total cross sectional area in each direction
6. Water retaining structures : IS 3370 :2009

For tanks any dimension not exceeds 15m: 0.24 % of surface zone in each direction  
For tanks with any dimension more than 15m: 0.35 % of surface zone in each direction

## AGGREGATES

Selected aggregates of proper sizes shall conform to IS: 383.

## DURABILITY OF CONCRETE

Minimum recommended Grade of Concrete for structural elements for exposed surface conditions is M30. Nominal covers shall not be less than 40 mm from durability point of view. This is applicable for all RCC elements exposed to environment. For the RCC elements sheltered within the façade envelope, the nominal covers shall not be less than 30 mm from durability point of view. Fire resistance period of all building is minimum 2 hours.

The minimum clear cover for various structural elements is to be as follows,

*Table 0-1 Minimum Clear cover for various structural elements*

1	Slab	(simply supported)	:	35mm
		(continuous)	:	25mm
2	Beams (Roof & floor)	(simply supported)	:	40mm
		(continuous)	:	30mm
3	Tie beam	Tie beam	:	40mm
4	Columns/Pedestals	(Main R/F)	:	40mm
5	Foundation	(Bottom)	:	50mm
		(Top and Side)	:	50mm

6	RCC wall	RCC wall	:	40mm
7	Water retaining structures		:	50mm

#### RCC LINTEL

RCC lintel and sill band shall be provided for all masonry in continuous length.

#### MINIMUM / MAXIMUM THICKNESS OF STRUCTURAL CONCRETE ELEMENTS

- Beam width 200 mm / 750 mm.
- Floor slabs, Roof slabs 125 mm / 300 mm.
- Columns 300 mm / 900 mm.
- Wall thickness ( $0.4\% \leq p \leq 1.0\%$ ) 160 mm / 300 mm.

The following minimum / maximum thickness shall also be followed:

- Ground floor slab (non-suspended) 125mm / 300 mm.
- Footings (All types including raft foundations) 300 mm / as required.
- Liquid retaining structures 200 mm / 400 mm.
- Basement walls 200 mm / 400 mm.
- Parapets, Chajjas 125 mm / 200 mm.
- Storm Water Drains 125 mm / 250 mm.
- Precast Trench Cover/ Floor Slab 100 mm / 250 mm.

#### CONSTRUCTION JOINT

Construction joints and shrinkage strips to be planned by the contractor, at design stage (as per IS code: 3414) itself and only be used in locations pre-approved by consultants. All construction joints of water retaining structures in RCC shall be made water tight using approved make water stops. Water stops shall be provided in all construction joints below ground level in addition to any joint which may be detailed on the drawing.

#### EXPANSION JOINT

To relieve the structure from temperature stresses, expansion joints are provided at several locations as per the requirements. As per BIS code requirement expansion joints are proposed if the length of the structure exceeds 45m. Depending upon geometry of building and for lateral load resisting system expansion joint may be at a distance larger than that recommended by IS codes. Gap for the expansion / separation joint shall be provided as per the provisions mentioned in IS 1893 part IV. The gap in between will be later filled by approved board & sealant with proper treatment. There shall be a dual column system with combined footing at the expansion joint locations.

#### PERMISSIBLE DEFLECTIONS

Permissible deflections shall be as per IS: 456 clause 23.2. Total deflection of various structural members shall be calculated as per ANNEX C of IS 456.

Provisions of IS 1893 and IS 875 shall be followed for lateral deformations.

1. The final vertical deflection due to all loads including the effects of temperature, creep and shrinkage and measured from the as-cast level of the supports of floors, roofs and all other horizontal members should not normally exceed span/250.



2. The part deflection including the effects of temperature, creep and shrinkage should not normally exceed span/350 or 20 mm whichever is less.

#### FACTOR OF SAFETY

The factor of safety against overturning and sliding and flotation shall be as follows:

- a) Against Overturning : 1.4 as per clause 20.1 IS 456:2000  
 b) Against sliding : 1.4 as per clause 20.2 IS 456:2000  
 c) Against flotation : 1.2 as per clause 7.2 IS 3370 (part-1):2009

#### CRACK WIDTH

Various structural members shall be designed for crack width mentioned as below as per clause no. 35.3.2, IS 456:2000 & clause no. 4.4.1.2, IS 3370(Part-2):2009.

- For structural members exposure to severe exposure condition = 0.1 mm
- For water retaining structures = 0.2 mm
- For members exposed to soil or ground water = 0.2 mm
- All other structural members = 0.3 mm

#### DESIGN LOADS

The various structures/ buildings for this project shall be designed for the following loads and also effects due to shrinkage, creep, temperature, etc, where applicable.

##### *DEAD LOAD*

The dead loads are calculated on the basis of unit weights of materials given in IS: 875 (Part 1). The dead load considered in the structural design shall consist of the full weight of all known fixed structural and architectural elements. The weight of fixed service equipment excluding their contents such as heating, ventilating and air conditioning systems and the weight of all process equipment including all fixtures (conduit, cable tray, ductwork, etc. permanently attached to the structure) and attached piping but excluding their contents shall be considered in dead load. The data provided by the project architect and other service consultants will be used for the specific materials/ equipments.

Unless otherwise specified; the unit weight of materials will be used as follows.

Reinforced concrete	25.00 kN/m <sup>3</sup>
Plain concrete	24.00 kN/m <sup>3</sup>
Light weight concrete	12.00 kN/m <sup>3</sup>
Concrete block work	18.00 kN/m <sup>3</sup>
Brickwork	20.00 kN/m <sup>3</sup>
Autoclaved Aerated Concrete Blocks	8.00 kN/m <sup>3</sup>
Stone cladding	25.00 kN/m <sup>3</sup>
Floor finishes	20.00 kN/m <sup>3</sup>
Glass	23.50 kN/m <sup>3</sup>
Structural steel	78.50 kN/m <sup>3</sup>
Water	09.81 kN/m <sup>3</sup>
Dry Soil	16.00 kN/m <sup>3</sup>
Saturated Soil (Garden load with roots)	21.00 kN/m <sup>3</sup>

Typical dead loads considered in the design are as follows:

Self weight of slabs, beams, columns & walls - As per sectional sizes of the members.

Additional dead loads

floor finishes at Typical floors -1.5 kN/m<sup>2</sup>

Water Proofing at Roof ( BBC waterproofing) -3.0 kN/m<sup>2</sup>

The effects due to provision of sunken slabs in kitchens and toilets and terrace gardens shall be considered as per Architectural or MEP drawings.

**LIVE LOAD**

All the live loads shall be as per IS: 875 (Part 2). In general, following loads reproduced from the code by the use/ occupancy of a building or structure shall be the minimum considered in the designs.

*Table 0-2 Live Load Details*

Loading Area	Load Intensity (KN/m <sup>2</sup> )
Accessible Roof	1.50
Inaccessible Roof	0.75
Storage Area	5.00
Play area, Paved Area, Landscape/ Lawn	5.00
Lobby, Footpath, Utility Area	5.00
Car Parking Area/Ramp	5.00
Drive ways of Podium level	15.00
Planter Area	5.00
Electrical Meter room	5.00
Mechanical room	5.00
Pump house	5.00
DG room	10.00

In addition to the live/imposed loads specified above, loads by dynamic effect of machinery shall be considered. The loads due to the machinery and equipment shall be as specified by the manufacturer and if it exceeds to above then actual loads shall be considered. Resonant conditions shall be avoided by suitably proportioning the supporting structural members.

**SEISMIC LOAD (SL)**

All structures, foundations shall be designed to resist the effects of earthquakes in accordance with IS: 1893 - Criteria for Earthquake Resistant Design of Structures for Design Basis Earthquake. The structure is primarily column/ shear wall and beam framing system and since due considerations will be given to the major suggestions/ clauses from IS: 13920. The frames are to be designed to carry lateral loads but do not fulfill the requirements of 'dual systems' as per Table 7.

**SEISMIC PARAMETERS**

Seismic design forces shall be determined based upon the following parameters. Buildings of different materials of construction and lateral force resisting systems shall be investigated separately.

Table 0-3 Seismic Parameters

Item	Value	Reference
Seismic Zone:	Zone – II	Fig.1 - Map Showing Seismic Zones of India. (IS 1893 – Part 1)
Zone Factor (z):	0.1 (Low)	Table 2 (IS 1893-Part 1)
Importance Factor (I):	1.0	Table 6 (IS 1893-Part 1)
Response Reduction Factor (R):	4.0	Table 7 (IS 1893-Part 1) CL.No.6.4.2
Fundamental Natural Period (T <sub>a</sub> )	$T_a = \frac{0.09}{\sqrt{d}}$	Clause No: 7.6.2 – IS: 1893 (Part 1).
Average Response Acceleration Coefficient (S <sub>a</sub> /g): For Rocky or Hard soil	$S_a/g \begin{cases} 1+15T & 0.00 \leq T \leq 0.10 \\ 2.5 & 0.10 \leq T \leq 0.40 \\ 1.00 / T & 0.40 \leq T \leq 4.00 \end{cases}$	Fig. 2 Response Spectra for Rock & Soil Sites for 5 percent damping.
Damping Coefficient	0.05 for RCC Structure 0.02 for Steel Structure	Clause No: 7.8.2.1 – IS: 1893 (Part 1).
Design Spectrum The design horizontal seismic coefficient (A <sub>h</sub> )	$\frac{Z I S_a}{2 R g}$	Clause No: 6.4.2 – IS: 1893 (Part 1).
Design Seismic Base shear	$V_B = A_h W$	Clause No: 7.5.3 – IS: 1893 (Part 1).

Contribution of permanent dead loads and live loads as specified in IS: 1893 (Part 1); Clause No: 7.3 shall be considered while calculating nodal masses. Live load on the roof shall not be accounted in the calculation of nodal masses.

#### SEISMIC WEIGHT CALCULATION

The seismic weight of any structure includes all permanent rigidly attached structural and non-structural components such as walls, floors, roofs, total weight of permanent equipment etc. The contribution of live load to be considered in the seismic weight calculation shall be taken as per Clause 7.3.1 and as specified in Table – 8 of IS 1893 (Part 1).

## PERMISSIBLE STRESSES

- a) Whenever seismic forces are considered along with other normal design forces, the permissible stresses in material shall be governed by the respective codes as per which the structure/ equipment is being designed.
- b) For the other provisions of the code Cl.No.6.3.5 of IS: 1893 (part-1) and Cl.No. 7.4 of IS: 1893 (Part-4) shall be followed.
- c) Earthquake loads shall not be considered to act simultaneously with wind.

## METHOD OF SEISMIC DESIGN

- a) General

This document provides certain guidelines for the methods to be used for seismic analysis of structures/equipment.

- b) Method of Analysis

Dynamic Analysis by response spectrum method shall be used to analysis structures for earthquake forces. For all Structures recommendations as per IS: 1893 shall be followed.

## DUCTILE DETAILING

The ductility details of reinforced concrete members shall be provided as per the provisions of IS: 13920 to avoid premature failure during earthquake.

## *IMPACT LOADS*

- a) All structural framing and concrete foundations subject to vibration, impact, impulse, shock, etc., shall be designed to withstand the generated forces within the limits of acceptable stress, deflection, and/or amplitude of vibration.
- b) All structures supporting reciprocating equipment or rotating equipment with excessive imbalance shall be analyzed for both strength and response.
- c) All structures supporting moving or stationary equipment shall be designed for static loads plus an appropriate impact factor as defined by the equipment manufacturer, IS: 875, IS: 2974.

## *WHEEL LOAD*

For any structure or pipeline below roads, IRC Class of loading for which the road has been actually designed will be considered.

## *SURCHARGE LOAD*

Minimum surcharge of 10KN/m<sup>2</sup> and as per IRC whichever is higher shall be considered for design of all underground structures to take in to account the construction load and vehicular traffic in the vicinity of structure. The soil parameters and ground water table will be considered as per soil investigation report.

## *EARTH PRESSURE*

Earth pressure for walls of basement/ tanks etc. with propped support condition will be calculated using coefficient of earth pressure at-rest. Earth pressure for cantilever walls like cable trenches will be calculated based on active earth pressure. Unit

weight of soil shall be as per section 8.1. Other soil parameters such as cohesion and angle of internal friction shall be considered as per soil investigation report.

#### *HYDROSTATIC PRESSURE*

If envisaged, the ground water load shall be applied on the substructure as super imposed dead load in addition to the earth pressure. The dry density of soil shall be considered in this combination.

#### *CONSTRUCTION LOADS*

Loads produced by the materials of construction plus the equipment required to construct the facility (crane loads, rigging loads, earth moving equipment, etc.) as applicable shall be considered. When the sequencing of construction will not permit the lateral force resisting system of the structure to be constructed first, the engineer shall make provisions for temporary lateral bracing and clearly identify these requirements on the design drawings and contract documents. The Contractor shall coordinate the sequence of building erection and the types and quantity of construction equipment to be used.

Any other loads like those of services; storage etc has to be obtained from time to time from the relevant consultants and is to be incorporated. The top slab of the lift shaft to be designed for lift loads as obtained from the manufacturer.

#### *LOAD COMBINATIONS*

Each element of a building or structure shall be provided with sufficient strength to resist the most critical effects resulting from the following combination of loads.

##### **Load cases and load combination shall be as follow:**

- a) Static load cases
  - 1) Dead load (DL)
  - 2) Live load (LL)
  - 3) Water Pressure (Water)
  - 4) Earth Pressure (Soil)
  - 5) Surcharge Pressure (Surcharge)
  - 6) Uplift Pressure Due to Ground Water (Uplift)
  - 7) Seismic load (Spectra) in X-direction (EQX)
  - 8) Seismic load (Spectra) in Y-direction (EQY)

(X and Y directions are mutually orthogonal in plan area, to define the direction of seismic forces with reference to building)

- b) Load Combinations

The following Load Combinations have been considered for the analysis.

##### **Factored Load Combination**

- 1) 1.5 DL
- 2) 1.5 (DL + LL)
- 3) 1.2 (DL+LL+WATER)
- 4) 1.5 (DL+WATER)
- 5) 1.2 (DL+LL+SOIL+UPLIFT+SURCHARGE)
- 6) 1.2 (DL+LL+WATER+SOIL+UPLIFT+SURCHARGE)
- 7) 1.5 (DL+SOIL+UPLIFT+SURCHARGE)

- 8) 1.5 (DL+WATER+SOIL+UPLIFT+SURCHARGE)
- 9) 1.2 (DL+LL+EQX+WATER)
- 10) 1.2 (DL+LL+EQZ+WATER)
- 11) 1.5 (DL+EQX+WATER)
- 12) 1.5 (DL+EQZ+WATER)
- 13) 1.2 (DL+LL+EQX+SOIL+UPLIFT+SURCHARGE)
- 14) 1.2 (DL+LL+EQZ+SOIL+UPLIFT+SURCHARGE)
- 15) 1.5 (DL+EQX+SOIL+UPLIFT+SURCHARGE)
- 16) 1.5 (DL+EQZ+SOIL+UPLIFT+SURCHARGE)
- 17) 1.2 (DL+LL+EQX+WATER+SOIL+UPLIFT+SURCHARGE)
- 18) 1.2 (DL+LL+EQZ+WATER+SOIL+UPLIFT+SURCHARGE)
- 19) 1.5 (DL+EQX+WATER+SOIL+UPLIFT+SURCHARGE)
- 20) 1.5 (DL+EQZ+WATER+SOIL+UPLIFT+SURCHARGE)
- 21) 1.2 (DL +LL+EQX)
- 22) 1.2 (DL + LL – EQX)
- 23) 1.2 (DL + LL + EQY)
- 24) 1.2 (DL + LL – EQY)
- 25) 1.5 (DL + EQX)
- 26) 1.5 (DL – EQX)
- 27) 1.5 (DL + EQY)
- 28) 1.5 (DL – EQY)
- 29) 0.9 DL + 1.5 EQX
- 30) 0.9 DL -1.5 EQX
- 31) 0.9 DL + 1.5 EQY
- 32) 0.9 DL - 1.5 EQY

**Load Combinations for Serviceability**

- 1) DL+ LL
- 2) (DL+LL+WATER)
- 3) (DL+WATER)
- 4) (DL+LL+SOIL+UPLIFT+SURCHARGE)
- 5) (DL+LL+WATER+SOIL+UPLIFT+SURCHARGE)
- 6) (DL+SOIL+UPLIFT+SURCHARGE)
- 7) (DL+WATER+SOIL+UPLIFT+SURCHARGE)
- 8) DL + 0.8 LL + 0.8 EQX
- 9) DL + 0.8 LL – 0.8 EQX

- 10)  $DL + 0.8 LL + 0.8 EQY$
- 11)  $DL + 0.8 LL - 0.8 EQY$
- 12)  $DL + EQX$
- 13)  $DL - EQX$
- 14)  $DL + EQY$
- 15)  $DL - EQY$

The design shall be governed by worst load combinations, keeping in view the probability of

- Each load case acting together and Their disposition in relation to other loads and severity of stresses or deformations caused by combinations of the various loads is necessary to ensure the required safety and economy in the design of a structure.

The allowable stresses and soil bearing values shall not be increased for any condition of dead, live loads acting alone or in combination with each other.

#### CONCLUSIONS

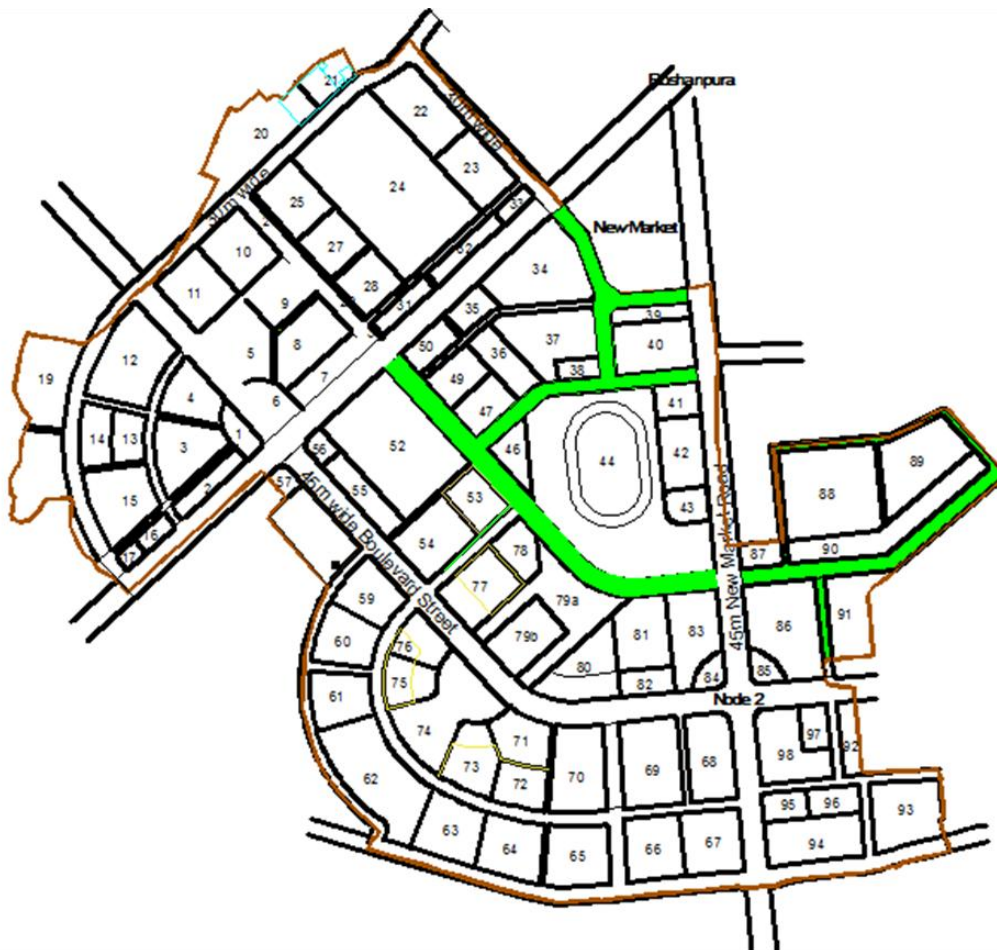
Further detail design engineering and drawings will be developed based on the philosophy, method and statutory requirements described in this document.

Road

SCOPE OF WORK FOR CONTRACT: CIVIL - ROAD WORKS

General Obligations

The scope of proposed road works includes preparation of GFC drawings, development of roads/driveways, pathways and parking areas within Bhopal smart City project Site 30.0m Road No. MNR-05 (CH-400.0 to CH-1000.0), 24.0M Road MNR-8(Ch-200.0 to Ch-700.0), MNR-9(Ch-0.0 to Ch-349.0), MNR-10(Ch-0.0 to Ch-160.0), MNR-11 (Ch-0.0 to Ch-444.0), 18.0m ROW MNR-15 ( Ch-0.0 toCh-368.0), 12.0m ROW MNR-24 (CH-0.0 to CH-654.0),6.0m ROW MNR-6, MNR-7, MNR-9 connecting to project site as per approved master plan site development. The Contractor shall carry out, and be responsible for, the design and execution of the road, junction and public facility works, including any site surveys, subsoil investigations, materials procurement and testing, and all other things necessary for proper planning, design and construction.





Preliminary design and drawings shall be provided by architect/technical consultant assigned by BSCDCL to successful bidder, after signing the contract; contractor is responsible for weighing/validating of the same.

Successful Bidder is expected to carry out their own surveys, investigations and Submit GFC drawings and get it approved from BSCDCL Engineer in charge before execution of work.

The Contractor shall prepare GFC drawings by their own consultants within 28 days from the Commencement Date to facilitate preparation and submission of GFC drawings, construction documents, etc., for review and approval by the E I C. The design ENGINEER/consultant shall preferably be available whenever required to facilitate communications and frequent interactions with the Employer's Representative and the Employer. The Contractor shall ensure that consultant manpower available in office until such time as all necessary designs and Construction Documents have been completed, reviewed, and approved by the E.I.C. The Contractor will be fully responsible for ensuring that it, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects.

#### Scope of the Works

The Scope of Work under this contract includes but is not limited to the following in relation to the design, construction, and operation of the Works:

- The Feasibility Report / Preliminary Project Report of the Project has been assessed however the contractor is expected to carry out their own surveys, investigations and other Preliminary examination of the Project.
- Preliminary design and drawings shall be provided by architect assigned by BSCDCL to successful bidder after signing the contract; contractor is responsible for weighing/validating of the same.
- Contractor will submit GFC/Proof check drawings and get it approved from BSCDCL Engineer in charge before execution of work.
- Contractor shall study in detail approved master plan of proposed development at Bhopal Smart City site including all external roads connecting to site to have complete idea of anticipated road works and for proper coordination of various works.
- Contractor shall identify all types of pavement to be designed and constructed in relation to proposed surface finishes of roads/driveways, pathways and parking areas, i.e. bituminous, paver block, concrete pavement, etc.

- Site Topographic Survey and Geotechnical Investigations as deemed necessary by the Contractor and Indian Road Congress (IRC) standard/MORTH.
- Contractor shall give proposed finished road levels (FRLs) / finished ground levels (FGLs) in due relation with accessibility to various buildings or developed areas and proper drainage of overall site
- Contractor shall follow latest Indian Roads Congress (IRC) / Indian Standard (IS) codes and Ministry of Road Transport and Highways (MORTH) specifications and/or related other international standards for design and construction of road works
- Contractor shall do Structural Design of all retaining structures, culverts, etc. based on approved Civil Structural Design Criteria
- Contractor shall submit Structural Stability Certificate for all anticipated structures
- For all structural designs and drawings the contractor must get the proof check done by accredited agencies at his own cost before submitting for the approval of the client
- Contractor shall prepare and submit Design Basis Report along with design calculations for approval based on the design Intent
- Contractor shall prepare and submit General Arrangement (GA) Drawings, Construction Drawings, Site Layouts, etc., necessary for execution.
- Contractor shall coordinate with other design / implementing agencies related to building works, site infrastructure utility works, i.e. water, sewerage, electricity, telecommunication lines, etc. for road design and proper execution. All proposed underground utilities shall be executed first before road finishing works to avoid any reworks
- Contractor shall prepare and submit Bill of Quantities (BoQ), Specifications and Cost Estimation for proposed road works based on design intent
- Contractor shall take all necessary approvals prior of execution from concerned agencies. Works shall be start after formal approval of design and construction documents from Employer's Representative.
- The construction works shall include but not limited to following works:
  - All works shall be carried out as per approved specifications and design intent

- Contractor shall submit construction methodology, schedule and plans for proposed works
- Contractor shall do Site Clearing and Grubbing, Earth excavation and disposal of excavated earth in borrow pits, filling with borrowed earth in layers, etc. necessary for site grading.
- Contractor shall inform about his arrangements for water, electricity, fuel, etc. necessary for works
- Setting out of the works at site
- Coordination with other agencies responsible for any works within area under scope. All utility or allied works within right of way (ROW) and parking areas shall be executed first prior to road base works.
- Soil stabilization or other measures to be implemented to improve soil subgrade strength as per design intent
- Execution of all road layers as per approved specifications and design intent
- Testing of all materials to be used in construction as per respective standard tests
- Field / laboratory tests on samples of executed works for quality check
- Proper curing of finished surfaces prior to opening to general traffic
- Contractor shall also take approval from architecture / landscape agencies for all finished surface products to be used in construction for their colour, make and aesthetics, i.e. paver blocks, stone tiles, kerb stones, etc.
- Contractor shall plan activities in such a way that no construction vehicles pass over finished road surface. If construction vehicle is to be passed over finished roads then the road shall be designed to take care for the same
- Preparation and Submission of As-Built drawings for Civil and Structural Works
- Maintaining safety requirements and relevant Government Regulations, and ensure their implementation
- Safety reporting: Brief reports of all accidents and hazardous incidents including descriptions of causes, extent of injuries, action taken, and precautions instituted to prevent repetition of such events

### Quality Assurance

The Contractor shall institute a Quality Assurance and Quality Control (QA/QC) system in accordance with the requirements to demonstrate compliance with the requirements of the Contract. The Contractor shall submit, within 14 days of signing of the Contract Agreement, the required Quality Assurance and Quality Control (QA/QC) Program for approval by the Employer's Representative. The Employer's Representative will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor. The Employer's Representative's, approval, disapproval, comments, or failure to provide any of these to the Contractor, shall in no way relieve the Contractor of any of its obligations or responsibilities under the Contract. The Contractor, prior to commencement of work at the Site, shall set up his own laboratory or give the name of the nearby available laboratory where testing will be carried out, with prior notification to the Employer's Representative. The calibration of the laboratory equipment and instruments shall be certified by agencies approved by the Employer's Representative. Laboratory equipment shall be properly maintained and calibrated throughout the period of the Contract. The Contractor shall give the Employer's Representative reasonable advance notice prior to conducting any tests required by the Bid Documents, which the Employer's Representative may choose to witness at his discretion. The Employer's Representative will also inspect the laboratory if deemed necessary and the Contractor shall provide adequate facilities to the Employer's Representative that may be necessary for witnessing testing or for independent verification of the accuracy and adequacy of the facilities and equipment. Compliance with the QA/QC system shall not relieve the Contractor of any of his duties, obligations, or responsibilities under the Contract. Contractor shall maintain Quality Control records. QA/QC records shall be maintained till the completion of Defect liability Period.

### Progress Reports

Weekly/Fortnightly/Monthly Progress Reports, along with photographs depicting the progress achieved in the month, shall be prepared by the Contractor in a format approved by the Employer's Representative and the Employer and submitted to the Employer's Representative. Contractor shall submit Weekly/Fortnightly/Monthly Progress Reports in review meetings for Project Progress and approval.

## ROAD DESIGN BASIS REPORT

### Introduction

Roads are essential infrastructure component of civilisation as they provide important means for movement of people and goods. Roads play major role in economic and social growth of community. This document provides design basis for external roads connecting proposed development of Bhopal Smart City project 30.0m Road No. MNR-05 (CH-400.0 to CH-1000.0), 24.0M Road MNR-8(Ch-200.0 to Ch-700.0), MNR-9(Ch-0.0 to Ch-349.0), MNR-10(Ch-0.0 to Ch-160.0), MNR-11 (Ch-0.0 to Ch-444.0), 18.0m ROW MNR-15 ( Ch-0.0 toCh-368.0), 12.0m ROW MNR-24 (CH-0.0 to CH-654.0),6.0m ROW MNR-6, MNR-7, MNR-9 The design basis gives emphases on safety, efficiency and economics. This document should be read in conjunction with other documents and drawings related to roads and transportation issued for the project.

The design basis is given for pavement design of external roads with bituminous carriageway and Coble Stone footpath. Right of Way of Proposed road describe with pavement composition in typical section of road in drawing section.

### Detail OF Road Cross Section

The details of Road Cross Section for 30.0m Road No. MNR-05 (CH-400.0 to CH-1000.0), 24.0M Road MNR-8(Ch-200.0 to Ch-700.0), MNR-9(Ch-0.0 to Ch-349.0), MNR-10(Ch-0.0 to Ch-160.0), MNR-11 (Ch-0.0 to Ch-444.0), 18.0m ROW MNR-15 ( Ch-0.0 toCh-368.0), 12.0m ROW MNR-24 (CH-0.0 to CH-654.0),6.0m ROW MNR-6, MNR-7, MNR-9, are shown in drawings of typical cross sections. Structural Design of Pavement Layers

### *Pavement Type*

Following types of pavements are identified for ease of construction, low construction cost, ease for maintenance of utilities, allowing quick surface runoff and aesthetics for roads connecting Smart city area. The classification applicable to (pavement design is given in infrastructure detailed project report) pavement types is as follows:

- a) For external roads
  - Carriageway - Flexible Pavement
  - Footpath - Cobble Stone

### *Design Parameters*

- 1) Traffic for pavement design for external roads - 100 Million Standard Axles (msa)
- 2) Design Life - 20 years

- 3) Design Wheel Load - 6 Tonne
- 4) Tyre Pressure - 7 kg/sqcm
- 5) CBR value of Subgrade - 8%

### *Pavement Composition*

“IRC:37- "Guidelines for the Design of Flexible Pavements”, MORTH and good engineering practice will be considered for design of Flexible (Asphalt) pavement.

#### **1) Subgrade, Sub-base and Base Course**

##### **a) Subgrade**

The subgrade whether in cut or fill should be well compacted to utilize its full strength and to economies thereby on the overall thickness of pavement required. Most of the specifications prescribe use of selected material and stiffer standards of compaction in subgrade (top 500 mm portion of the roadway). The current MORT&H specification for Road and Bridge works recommended that the subgrade shall be compacted to 97% of dry density achieved with heavy compaction (modified proctor density) as per IS:2720 (Part - 8). These requirements should be strictly complied. IRC: 36 “Recommended Practice for the construction of Earth Embankments for Road Works” should be followed for Guidance during planning and execution of work. The California Bearing Ratio, CBR value needs to be determined for earth material (4 day soaked sample) to be used as subgrade. Based on CBR value of subgrade material, the total pavement crust thickness and different layers will be decided.

##### **b) Sub-Base Course**

Sub-base materials comprise natural sand, moorum, gravel, laterite, kankar, brick metal, crushed stone, crushed slag, crushed concrete or combination thereof meeting the prescribed grading and physical requirements. When the sub-base material consists of combination of materials, mixing shall be done mechanically either using a suitable mixer or adopting mix-in-place method.

MORT&H specifications suggest three gradings each for close and coarse graded granular sub-base materials specify that the materials passing 425 micron sieve when tested in accordance with IS: 2720 (Part 5) should have liquid limit and plasticity index of not less than 25 and 6 respectively. These requirements and the specified grain size distribution of the sub-base material should be strictly enforced in order to meet stability and drainage requirements of the granular sub-base layer.

The sub-base material should have minimum CBR of 20% for cumulative traffic up to 2 MSA (Million Standard Axles) and 30% for traffic exceeding 2 MSA. Where the

granular sub-base materials conforming to the above specifications is not available economically, other granular sub-bases, like, Water Bound Macadam or Wet Mix Macadam conforming to MORT&H specifications are recommended. From drainage considerations the granular sub-base should be extended over the entire formation width in case the subgrade is relatively low permeability.

The thickness of sub-base should not be less than 150 mm for design traffic less than 10 MSA.

### **c) Base Course**

Unbound granular bases which comprise conventional Water Bound Macadam (WBM), Wet Mix Macadam (WMM) or other equivalent granular construction conforming to IRC / MORT&H specifications shall be adopted.

Materials for use in the base course must satisfy the grading and physical requirements prescribed in the IRC / MORT&H specifications.

Laying of base course shall be done by mechanical paver and the material should be plant mixed.

## **2) Surface / Wearing Course**

### **a) Bituminous (Flexible) Pavement**

The bituminous surfacing shall consist of either a wearing course or a binder course with a wearing course depending upon the traffic to be carried. The most commonly used wearing course is Bituminous Concrete. For binder courses, MORT&H specification prescribes Bituminous Concrete and Dense Bituminous Macadam. As per IRC / MORT&H specifications, the bituminous concrete binder course may be restricted only to roads designed to carry traffic more than 100 MSA.

Choice of the appropriate type of bituminous wearing course will depend on several factors, like, design traffic over the service life, the type of base/binder course provided, whether the pavement is to be built up in stages, rainfall intensity and other related factors. The grade of bitumen will be selected keeping in view the traffic, rainfall and other environmental conditions. Generally for moderate to hot climate 60/70 grade bitumen is used for construction.

### **b) Cobble Stone for Footpath**

Size shall be 10x10x7.50 cm Granite stone block hand cut and chisel dressed on top, for paving in floors, drains etc. laid over 20mm thick base mortar 1:4 (1 cement : 4 coarse sand) with joints 10mm wide filled with same mortar including ruled pointing etc. complete as per direction of engineer-in-charge.

## **3) Pavement Components**

Based on criteria considered for design, the pavement components of different layers for external roads (carriageway and footpath) are as follows:

i. External Road Carriageway with Bituminous Pavement

A	Thickness of Bituminous Surfacing		
1	Wearing Course layer (Bituminous Concrete)	=	<b>50.00 mm</b>
2	Binder Course layer – Dense Bituminous Macadam	=	<b>115.00 mm</b>
B	Thickness of Granular Base layer (Wet Mix Macadam)	=	<b>250.00 mm</b>
C	Thickness Granular Sub-base layer (Granular Material of CBR not less than 30%)	=	<b>200.00 mm</b>
D	Subgrade Layer, (minimum CBR value of 8%)	=	<b>500.00 mm</b>

ii. Footpath Layers (the Paver Blocks are suggested in Architectural Design Basis Report)

A	Thickness of Granular Sub-base layer (Granular Material of CBR not less than 30%)	=	<b>200.00 mm</b>
B	Subgrade Layer, (minimum CBR value of 8%)	=	<b>500.00 mm</b>



### Terrain classification

The project road alignment generally traverses through rolling terrain as per topographic survey and available information. Elevation of the Project area varies from Minimum elevation El. 508.5 m to maximum elevation El. 542.5 m.

### Design Speed

The choice of design speed depends on characteristics of the terrain such as curvature, super-elevation, camber and sight distances. Table above shares the speed for different roads.

*Table 4 : Proposed design speed as Per IRC:86*

Sr No	ROW in m	Classification of Urban roads	Design Speed in km/hr
1	45	Sub Arterial Road	60
2	30	Sub Arterial Road	60
3	12	Local Street	30

\*IRC:73 -1980 &IRC:86-1983

### Vertical Gradient

A gradient of 5 percent should be considered the maximum for urban roads. On roads carrying predominantly slow moving traffic, however the gradient should desirably not exceed 2 percent. As the urban roads are generally kerbed, it would be desirable to ensure a minimum gradient as indicated below for facilitating longitudinal drainage. Minimum vertical curve length must be considered as per IRC: 86. Plan and profile detail attached with drawing section.

*Table -2 Recommended minimum gradients*

Design elements	Recommended minimum gradients	
	Desirable minimum	Absolute minimum
Kerbed Pavements	0.5	0.3
Side ditches	0.5	0.2

### Horizontal Curves

Horizontal curve with transition length of proposed alignment should be fixed on the basis of required design speed of traffic. Also provide the required super elevation. At sharp horizontal Curves, it is necessary to widen the carriageway to provide for safe passage of

vehicle, based on this the extra width of carriageway to be provide at horizontal curves on single and two lane roads given in table 12 IRC:86 1983.

Camber

***The camber or crossfall on straight sections of road carriageway and shoulders shall be as per Table 2.4 in IRC:SP:73-2007.***

**Table 2.4 : Camber/Crossfall in percentage for different Surface Types**

Category of surface	Annual Low rainfall (less than 1500 mm) I	Annual High rainfall (more than 1500 mm)
Bituminous	2.5 %	2.5 %
Cement Concrete	2.0 %	2.0 %
Metal/Gravel	2.5 %	3.0 %
Earth	3.0 %	4.0 %

***The two-lane roads shall be provided with a crown in the middle. On horizontal curves, the carriageway shall be superelevated.***

***The camber for earthen shoulders on straight portions shall be at least 0.5 per cent steeper than the slope of the pavement and paved shoulder subject to a minimum of 3.0 per cent. On super elevated sections, the shoulders shall have the same crossfall as the carriageway.***

Intersection

Intersection required on merging of roads to provide controlled and safe traffic movement. It's design shall be as per As per IRC SP: 41-1994, 'Guidelines for the Design of At-Grade Intersections in Rural and Urban areas'. Typical Junction drawings attached in drawing section.

Utilities

The proposed utilities will be placed as per utility design the road portion (Road RoW). For utility placing location describe in typical cross section of road drawing in drawing section.

Kerb

It is desirable that roads in urban area are provided kerbs for the pedestrian safety. As per IRC:86-1983 Kerbs may be barrier type, semi- barrier type and mountable type. Proposed projects area for footpath Semi-barrier type of curve should be use.

Road Marking

The essential purpose of road markings is to guide and control traffic on roads. The markings serve as a psychological barrier and signify the delineation of traffic path and its lateral clearance from traffic hazards for the safe movement of traffic. Hence they are very important to ensure the safe, smooth and harmonious flow of traffic. Various types of road markings like longitudinal markings, transverse markings, object markings and special markings to warn the driver about the hazardous locations in the road etc. As per IRC:35-

2015 gives detail of road marking, which marked in junction drawings.

### Traffic Signs

Traffic control device is the medium used for communicating between traffic engineer and road users. Unlike other modes of transportation, there is no control on the drivers using the road. Here traffic control devices come to the help of the traffic engineer. The major types of traffic control devices used are- traffic signs, traffic signals and parking control. Different types of traffic signs are regulatory signs, warning signs and informatory sign, which marked in proposed road and junctions as per IRC:67-2012.

### Applicable Codes and Specifications

<b>Sr. No.</b>	<b>IS / IRC Code Nos.</b>	<b>Description</b>
1		<b>MORT&amp;H</b> Standard specifications for Road and Bridge works.
2	IRC : 19	Standard specification and code of practice for Water Bound Macadam
3	IRC : 36	Recommended Practice for Construction of Earth Embankments and Sub-grade for road works
4	IRC : 86	Geometric Design standards for Urban roads in plans
5	IRC : 37	Guidelines for the Design of Flexible Pavements
6	IRC:SP:63	Guidelines for the use of Interlocking Concrete Block Pavement
7	IRC : 94	Specification for Dense Bituminous Macadam
8	IRC : 95	Specification for Semi Dense Bituminous Concrete
9	IS : 73	Specifications for Paving Bitumen
11	IS : 217	Specification for cut back Bitumen
12	IS : 400	Specification for Test Sieve
13	IS : 454	Specification for Digboi type cut back Bitumen
14	IS : 456	Specifications for plain and reinforced concrete.
15	IS : 2720 : (Part 5)	Method of Test for Soils: Determination of Liquid and Plastic Limit.
16	IS : 2720 : (Part 8)	Method of Test for Soils: Determination of water content – dry density relation using Light compaction
17	IS : 2720 :	Method of Test for Soils: Laboratory determination of CBR

	(Part 16)	
18	IS : 1124	Method of Test for determination of water Absorption, apparent specific gravity & porosity of Building stone

## SPECIFICATIONS FOR ROAD WORKS

### APPLICABLE CODES AND SPECIFICATIONS

The following IS (Indian Standard) Codes and IRC (Indian Road Congress) Codes, specifications etc. shall be applicable. In all cases the latest revision of the codes and specifications shall be referred to:

Sr. No.	IS / IRC Code Nos.	Description
1		<b>MORT&amp;H</b> Standard specifications for Road and Bridge works.
2	IRC : 19	Standard specification and code of practice for Water Bound Macadam
3	IRC : 36	Recommended Practice for Construction of Earth Embankments and Sub-grade for road works
4	IRC : 86	Geometric Design standards for Urban roads in plans
5	IRC : 37	Guidelines for the Design of Flexible Pavements
6	IRC:SP:63	Guidelines for the use of Interlocking Concrete Block Pavement
7	IRC : 27	Specifications for Bituminous Macadam
8	IRC : 94	Specification for Dense Bituminous Macadam
9	IRC : 95	Specification for Semi Dense Bituminous Concrete
10	IRC : 29	Specifications for Bituminous Concrete for Road Pavement
11	IS : 73	Specifications for Paving Bitumen
12	IS : 217	Specification for cut back Bitumen
13	IS : 400	Specification for Test Sieve
14	IS : 454	Specification for Digboi type cut back Bitumen
15	IS : 456	Specifications for plain and reinforced concrete.

Sr. No.	IS / IRC Code Nos.	Description
16	IS : 2720 : (Part 5)	Method of Test for Soils: Determination of Liquid and Plastic Limit.
17	IS : 2720 : (Part 8)	Method of Test for Soils: Determination of water content – dry density relation using Light compaction
18	IS : 2720 : (Part 16)	Method of Test for Soils: Laboratory determination of CBR
19	IS : 1124	Method of Test for determination of water Absorption, apparent specific gravity & porosity of Building stone

**PREAMBLE**

The Technical Specifications contained herein shall be read in conjunction with the other Tender Documents.

**Information**

The information given hereunder and provided elsewhere in these documents is given in good faith by the Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

**GENERAL TECHNICAL SPECIFICATIONS**

The General Technical Specifications shall be the "Specifications for Road and Bridge Works" (Fifth Revision, Year 2013), as corrected in the original issued by Ministry of Road Transport and Highways (MORT&H), Government of India and published by the Indian Roads Congress (IRC), Jamnagar House, Shahjahan Road, New Delhi - 110 011".

**NOTE**

1. Relevant clauses of Ministry of Road Transport & Highways (MORT&H) Specifications for Roads and Bridges (5th Edition, 2013) relevant to this tender only are reproduced.
2. In case of any variation between the reproduced specification and the original specification of MORT&H publication, the reproduce publication shall prevail and shall be construed accordingly.

3. If MORT&H clauses referred to in the reproduced specifications herein are not included in the latter, the same shall be read from MORT&H specifications.

Topographic Survey, & Geotechnical investigation

Contractor to conduct detail topographical site survey and Geotechnical investigation before execution of work and submit the same to the Engineer in charge for approval

Earthworks:

Earthworks shall involve of Clearing and Grubbing and excavation for roadway and drains, excavation for structures and embankment Construction for Road.

201.0 CLEARING AND GRUBBING

201.1 SCOPE

This work shall consist of cutting, removing and disposing of all materials such as trees, bushes, shrubs, stumps, roots, grass, weeds, top organic soil not exceeding 150 mm in thickness, rubbish etc. which in the opinion of the Engineer are unsuitable for incorporation in the works, from the area of road land containing road embankment, drains, cross-drainage structures and such other areas as may be specified on the drawings or by the Engineer. It shall include necessary excavation, backfilling of pits resulting from uprooting of trees and stumps to required compaction, handling, salvaging, and disposal of cleared materials. Clearing and grubbing shall be performed in advance of earthwork operations and in accordance with the requirements of these Specifications.

201.2 PRESERVATION OF PROPERTY/AMENITIES

Roadside trees, shrubs, any other plants, pole lines, fences, signs, monuments, buildings, pipelines, sewers and all highway facilities within or adjacent to the highway which are not to be disturbed shall be protected from injury or damage. The Contractor shall provide and install at his own expense, suitable safeguards approved by the Engineer for this purpose. During clearing and grubbing, the Contractor shall take all adequate precautions against soil erosion, water pollution, etc. and where required

undertake additional works to that effect vide Clause 306. Before start of operations, the Contractor shall submit to the Engineer for approval, his work plan including the procedure to be followed for disposal of waste materials, etc. and the schedules for carrying out temporary and permanent erosion control works as stipulated in Clause 306.3.

#### 201.3 METHODS, TOOLS AND EQUIPMENT

Only such methods, tools and equipment as are approved by the Engineer and which will not affect the property to be preserved shall be adopted for the work. If the area has thick vegetation/roots/trees, a crawler or pneumatic tyre dozer of adequate capacity may be used for clearance purposes. The dozer shall have ripper attachments for removal of tree stumps. All trees, stumps, etc. falling within excavation and fill lines shall be cut to such depth below ground level that in no case these fall within 500mm of the sub-grade bottom. Also, all vegetation such as roots, under-growth, grass and other deleterious matter unsuitable for incorporation in the embankment/sub-grade shall be removed between fill lines to the satisfaction of the Engineer. On areas beyond these limits, trees and stumps required to be removed as directed by the Engineer, shall be cut down below ground level so that these do not present an unsightly appearance. All branches of trees extending above the roadway shall be trimmed as directed by the Engineer. All excavations below the general ground level arising out of the removal of trees, stumps, etc., shall be filled with suitable material and compacted thoroughly so as to make the surface at these points conform to the surrounding areas.

Anthills both above and below the ground as are liable to collapse and obstruct free sub-soil water flow shall be removed and their workings, which may extend to several metres, shall be suitably treated.

#### 201.4 DISPOSAL OF MATERIALS

All materials arising from clearing and grubbing operations shall be taken over and shall be disposed of by the Contractor at suitable disposal sites with all leads and lifts. The disposal shall be in accordance with local, State and Central regulations.

#### 201.5 MEASUREMENT FOR PAYMENT

Clearing and grubbing for road embankment, drains and cross-drainage structures shall be measured on area basis in terms of hectares. Cutting of trees up to 300 mm in girth including removal of stumps, including removal of stumps up to 300 mm in girth left over after trees have been cut by any other agency, and trimming of branches of trees extending above the roadway and backfilling to the required compaction shall be considered incidental to the clearing and grubbing operations. Clearing and grubbing of borrow areas shall be deemed to be a part of works preparatory to embankment construction and shall be deemed to have been included in the rates quoted for the embankment construction item and no separate payment shall be made for the same.

Ground levels shall be taken prior to and after clearing and grubbing. Levels taken prior to clearing and grubbing shall be the base level and will be accordingly used for assessing the depth of clearing and grubbing and computation of quantity of any unsuitable material which is required to be removed. The levels taken subsequent to clearing and grubbing shall be the base level for computation of earthwork for embankment.

Cutting of trees, excluding removal of stumps and roots of trees of girth above 300 mm shall be measured in terms of number according to the girth sizes given below: -

- i. Above 300 mm to 600 mm
- ii. Above 600 mm to 900 mm
- iii. Above 900 mm to 1800 mm
- iv. Above 1800 mm

Removal of stumps and roots including backfilling with suitable material to required compaction shall be separate item and shall be measured in terms of number according to the sizes given below:-

- i. Above 300 mm to 600 mm
- ii. Above 600 mm to 900 mm
- iii. Above 900 mm to 1800 mm
- iv. Above 1800 mm



For the purpose of cutting of trees and removal of roots and stumps, the girth shall be measured at the height of 1 m above ground or at the top of the stump if the height of the stump is less than one metre from the ground.

#### 201.6 RATES

- The contract unit rates for the various items of clearing and grubbing shall be payment in full for carrying out the required operations including full compensation for all labour, materials, tools, equipment and incidentals necessary to complete the work. These will also include removal of stumps of trees less than 300 mm girth excavation and backfilling to required density, where necessary, and handling, giving credit towards salvage value disposing of the cleared materials with all lifts and leads. Clearing and grubbing done in excess of 150 mm by the contractor shall be made good by the Contractor at his own cost as per Clause 301.3.3 to the satisfaction of the Engineer prior to taking up Earthwork. Where clearing and grubbing is to be done to a level beyond 150 mm, due to site considerations, as directed by the Engineer, the extra quantity shall be measured and paid separately.
- The Contract Unit rate for cutting trees of girth above 300 mm shall include handling, giving credit towards salvage value disposing of the cleared materials with all lifts and leads.
- The Contractor unit rate for removal of stumps and roots of trees girth above 300 mm shall include excavation and backfilling with suitable material to required compaction, handling, giving credit towards salvage value disposing of the cleared materials with all lifts and leads.
- The Contract unit rate is deemed to include credit towards value of usable materials, salvage value of unusable materials and off-set price of cut trees and stumps belonging to the Forest Department. The off-set price of cut trees and stumps belonging to the Forest Department shall be deducted from the amount due to the Contractor and deposited with the State Forest Department. In case the cut trees and stumps are required to be deposited with the Forest Department the Contractor shall do so and no deduction towards the off-set price shall be effected. The offset price shall be as per guidelines/estimates of the State Forest Department.

- Where a Contract does not include separate items of clearing and grubbing, the same shall be considered incidental to the earthwork items and the Contract unit prices for the same shall be considered as including clearing and grubbing operations.

## EXCAVATION FOR ROADWAY AND DRAINS

### 301.1 SCOPE

This work shall consist of excavation, removal and satisfactory disposal of all materials necessary for the construction of roadway, side drains and waterways, in accordance with requirements of these specifications and the lines, grades and cross-section shown in the drawings or as indicated by the Engineer. It shall include the hauling and stacking of or hauling to sites of embankment and sub-grade construction, suitable cut materials as required, as also the disposal of unsuitable cut materials in specified manner, with all leads and lifts, reuse of cut materials as may be deemed fit, trimming and finishing of the road to specified dimensions or as directed by the Engineer.

Excavated material shall be stacked off in the manner indicated at the site including stacking of excavated material up to any lead and lift. The rate shall only cover the cost of excavation, stacking and/or spreading of the material, if required at the site.

### 301.2 CLASSIFICATION OF EXCAVATED MATERIAL

#### 301.2.1 Classification.

All materials involved in excavation shall be classified by the Engineer in the following manner:

a) Soil:

This shall comprise topsoil, turf, sand, silt, loam, clay, mud, peat, black cotton soil, soft shale or loose moorum, a mixture of these and similar material which yields to the ordinary application of pick, spade and/or shovel, rake or other ordinary digging implement. Removal of gravel or any other nodular material having diameter in any one direction not exceeding 75 mm shall be deemed to be covered under this category.

b) Ordinary Rock (not requiring blasting) :

This shall include:

- i) rock types such as laterites, shales and conglomerates, varieties of limestone and sandstone etc., which may be quarried or split with crow bars, also including any rock which in dry state may be hard, requiring blasting but which, when wet, becomes soft and manageable by means other than blasting.
- ii) macadam surfaces such as water bound and bitumen/tar bound; soling of roads, cement concrete pavement, cobble stone, etc, compacted moorum or stabilized soilpaths, etc. and hard core; compact moorum or stabilised soil requiring use of pick axe or shovel or both.
- iii) lime concrete, stone masonry in lime mortar and brick work in lime/cement mortar below ground level, reinforced cement concrete which may be broken up with crow bars or picks and stone masonry in cement mortar below ground level; and
- iv) boulders which do not require blasting found lying loose on the surface or embedded in river bed, soil, talus, slope wash and terrace material of dissimilar origin.

c) Hard Rock (requiring blasting) :

This shall comprise:

- i) Any rock or cement concrete for the excavation of which the use of mechanical plant and/or blasting is required.
- ii) Reinforced cement concrete below ground level and in bridge/ROB/RUB/flyover piers and abutments.
- iii) boulders requiring blasting

d) Hard Rock (using controlled blasting)

Hard rock requiring blasting as described under (c) but where controlled blasting is to be carried out in locations where built-up area, huts, and are situated at within 200m of the blast site.

e) Hard Rock (blasting prohibited)

Hard rock requiring blasting as described under (c) but where blasting is prohibited for any reason like people living within 20 m of blast sites

etc, and excavation has to be carried out by chiselling, wedging of any other agreed method.

f) Marshy Soil

This shall include soils like soft clays and peats excavated below the original ground level of marshes and swamps and soils excavated from other areas requiring continuous pumping or bailing out of water.

301.2.2 Authority for Classification

The classification of excavation shall be decided by the Engineer and his decision shall be final and binding on the Contractor. Merely the use of explosives in excavation will not be considered as a reason for higher classification unless blasting is clearly necessary in the opinion of the Engineer.

301.3 CONSTRUCTION OPERATIONS

301.3.1 Setting Out:

After the site has been cleared as per Clause 201, the limits of excavation shall be set out true to lines, curves, slopes, grades and sections as shown on the drawings or as directed by the Engineer. Clause 109 shall be applicable for setting out operations.

301.3.2 Stripping and Storing Top Soil

When so directed by the Engineer, the top soil existing over the sites of excavation shall be stripped to specified depths and stockpiled at designated locations for re-use in covering embankment slopes, cut slopes, berms and other disturbed areas where re-vegetation is desired in accordance with Clause 305.3.3. Prior to stripping the topsoil, all trees, shrubs etc. shall be removed along with their roots with approval of the Engineer.

301.3.3 Excavation - General

All excavations shall be carried out in conformity with the directions laid herein under and in a manner approved by the Engineer. The work shall be so done that the suitable materials available from excavation are satisfactorily utilised as deemed fit or as approved by the Engineer.

While planning or executing excavations, the Contractor shall take all-adequate precautions against soil erosion, water pollution etc. as per

Clause 306, and take appropriate drainage measures to keep the site free of water in accordance with Clause 311.

The excavations shall conform to the lines, grades, side slopes and levels shown on the drawings or directed by the Engineer. The Contractor shall not excavate outside the slopes or below the established grades or loosen any material outside the limits of excavation. Subject to the permitted tolerances, any excess depth excavated below the specified levels on the road shall be made good at the cost of the Contractor with suitable material of similar characteristics to that removed and compacted to the requirements of Clause 305.

All debris and loose material on the slopes of cuttings shall be removed. No backfilling shall be allowed to obtain required slopes excepting that when boulders or soft materials are encountered in cut slopes these shall be excavated to approved depth on instructions of the Engineer and the resulting cavities filled with suitable material and thoroughly compacted in an approved manner.

After excavation, the sides of excavated area shall be trimmed and the area contoured to minimise erosion and ponding, allowing for natural drainage to take place.

#### 301.3.4 Methods, Tools and Equipment:

Only such methods, tools and equipment as approved by the Engineer shall be adopted / used in the work. If so desired by the Engineer, the Contractor shall demonstrate the efficacy of the type of equipment to be used before the commencement of work.

#### 301.3.5 Rock Excavation:

Rock, when encountered in road excavation, shall be removed up to the sub-grade top level or as otherwise indicated on the drawings. Where, however, unstable shales or other similar materials are intersected at the sub-grade top level, these shall be excavated to the extent of 500 mm below the formation level or as otherwise specified. In all cases, the excavation operations shall be so carried out that at no point on cut formations the rock protrudes above the specified levels. Rocks and boulders which are likely to cause differential settlement and also local

drainage problems should be removed to the extent of 500 mm below the formation level in the formation width including side drains.

Where excavation is done to levels lower than those specified, the excess excavation shall be made good as per Clauses 301.3.3 and 301.6 to the satisfaction of the Engineer.

Slopes in rock cutting shall be finished to uniform lines corresponding to slope lines shown on the drawings or as directed by the Engineer.

Notwithstanding the foregoing, all loose pieces of rock on excavated slope surface which move when pierced by a crowbar shall be removed.

Where blasting is to be resorted to, the same shall be carried out to Clause 302 and all precautions indicated therein observed.

Where pre-splitting is prescribed to be done for the establishment of a specified slope in rock excavation, the same shall be carried out as per Clause 303.

#### 301.3.6 Marsh Excavation

The excavation of marshes/swamps shall be carried out as per the programme approved by the Engineer.

Excavation of marshes shall begin at one end and proceed in one direction across the entire marsh immediately ahead of back filling. The method and sequence of excavating and back-filling shall be such as to ensure, to the extent practicable, the complete removal or displacement of all muck from within the lateral limits indicated on the drawings or as staked by the Engineer.

#### 301.3.7 Excavation of Road Shoulders/Verge/Median for Widening of Pavement or providing treated shoulders:

In the works involving widening of existing pavements or providing paved shoulders, the existing shoulder/verge/median shall be removed to its full width and upto top of the subgrade. The subgrade material within 500 mm from the bottom of the pavement for the widened portion or paved shoulders shall be loosened and recompactd as per Clause 305. Any unsuitable material found in this portion shall be removed and replaced with the suitable material. While doing so, care shall be taken to see that no portion of the existing pavement designated for retention is loosened or disturbed. If the existing pavement gets disturbed or loosened, it shall be

dismantled and cut to a regular shape with sides vertical and the disturbed/loosed portion removed completely and re-laid as directed by the Engineer, at the cost of the Contractor.

#### 301.3.8 Excavation for Surface/Sub-surface Drains

Where the Contract provides for construction of surface/sub-surface drains to Clause 309, excavation for these shall be carried out in proper sequence with other works as approved by the Engineer.

#### 301.3.9 Slides:

If slips, slides, over-breaks or subsidence occur in cuttings during the process of construction, they shall be removed at the cost of the Contractor as ordered by the Engineer. Adequate precautions shall be taken to ensure that during construction, the slopes are not rendered unstable or given rise to recurrent slides after construction. If finished slopes slide into the roadway subsequently, such slides shall be removed and paid for at the contract rate for the class of excavation involved, provided the slides are not due to any negligence on the part of the Contractor. The classification of the debris material shall conform to its condition at the time of removal and payment made accordingly regardless of its condition earlier.

#### 301.3.10 De-watering:

If water is met with in the excavations due to springs, seepage, rain or other causes, it shall be removed by suitable diversions, pumping or bailing out and the excavation kept dry whenever so required or directed by the Engineer. Care shall be taken to so discharge the drained water as not to cause damage to the works, crops or any other property. Due to any negligence on the part of the Contractor, if any such damage is caused, it shall be the sole responsibility of the Contractor to repair/restore to the original condition at his own cost or compensate for the damage.

#### 301.3.11 Use and Disposal of Excavated Materials:

All the excavated materials shall either be reused with the approval of the Engineer or disposed off with all leads and lifts as directed by the Engineer.

#### 301.3.12 Back-filling :

Back-filling of masonry / concrete/ hume pipe or drain excavation shall be done with approved material with all lead and lifts after concrete/masonry hume pipe is fully set and carried out in such a way as not to cause undue thrust on any part of the structure and/or not to cause differential settlement. All space between the drain walls and the side of the excavation shall be refilled to the original surface making due allowance for settlement, in layers generally not exceeding 150 mm compacted thickness to the required density, using suitable compaction equipment such as trench compactor, mechanical tamper, rammer or plate compactor as directed by the Engineer.

301.4 PLYING OF CONSTRUCTION TRAFFIC

Construction traffic shall not use the cut formation and finished sub grade without the prior permission of the Engineer. Any damage arising out of such use shall be made good by the contractor at his own cost.

301.5 PRESERVATION OF PROPERTY

The Contractor shall undertake all reasonable precautions for the protection and preservation of any or all existing roadside trees, drains, sewers or other sub-surface drains, pipes, conduits and any other structures under or above ground, which may be affected by construction operations and which in the opinion of the Engineer, shall be continued in use without any change. Safety measures taken by the Contractor in this respect, shall be got approved by him from the Engineer. However, if any of these objects is damaged by reason of the Contractor's negligence, it shall be replaced or restored to the original condition at his cost. If the Contractor fails to do so, within the required time as directed by the Engineer or if, in the opinion of Engineer, the actions initiated by the Contractor to replace/restore the damaged objects are not satisfactory, the Engineer shall arrange the replacement/restoration directly through any other agency at the risk and cost of the Contractor after issuing a prior notice to the effect.

301.6 PREPARATION OF CUT FORMATION

The cut formation, which serves as a sub-grade, shall be prepared to receive the sub-base/base course as directed by the Engineer.

Where the material, in the sub-grade has a density less than specified in Table 300-1, the same shall be loosened to a depth of 500 mm. and



compacted in layers in accordance with the requirements of Clause 305 adding fresh material, if any required, to maintain the formation level as shown in the drawings. Any unsuitable material encountered in the sub-grade shall be removed as directed by the Engineer, replaced with suitable material compacted in accordance with Clause 305.

In rocky formations, the surface irregularities shall be corrected and the levels brought up to the specified elevation with granular base material as directed by the Engineer, laid and compacted in accordance with the respective specifications for these materials. The unsuitable material shall be disposed of in accordance with Clause 301.3.11. After satisfying the density requirements, the cut formation shall be prepared to receive the sub-base/base-course in accordance with Clause 310 and 311.

#### 301.7 FINISHING OPERATIONS

Finishing operations shall include the work of properly shaping and dressing all excavated surfaces.

When completed, no point on the slopes shall vary from the designated slopes by more than 150 mm. measured at right angles to the slope, except where excavation is in rock (hard or soft) where no point shall vary more than 300 mm from the designated slope. In no case shall any portion of the slope encroach on the roadway.

The finished cut formation shall satisfy the surface tolerances described in Clause 902.

Where directed, the topsoil removed earlier and conserved (Clauses 301.3.1 and 305.3.3) shall be spread over cut slopes, shoulders and other disturbed areas. Slopes may be roughened and moistened slightly, prior to the application of topsoil, in order to provide satisfactory bond. The depth of topsoil shall be sufficient to sustain plant growth, the usual thickness being from 75 to 100 mm.

## **304**     EXCAVATION FOR STRUCTURES

### **304.1**   SCOPE

Excavation for structures shall consist of the removal of material for the construction of foundations for bridges, culverts, retaining walls, head-walls, cut off walls, pipe culverts and other similar structures, in accordance with the requirements of these Specifications and the lines and dimensions shown on the drawings or as indicated by the Engineer. The work shall include construction of the necessary cofferdams and cribs and their subsequent removal; all necessary sheeting, shoring, bracing, draining, and pumping; the removal of all logs, stumps, grubs and other deleterious matter and obstructions necessary for placing the foundations; trimming bottoms of excavations; back filling and clearing up the site and the disposal of all surplus material.

### **304.2**   CLASSIFICATION OF EXCAVATION

All materials involved in excavation shall be classified in accordance with Clause 301.2.

### **304.3**   CONSTRUCTION OPERATIONS

#### **304.3.1**   Setting out:

After the site has been cleared to Clause 201, the limits of excavation shall be set out true to lines curves and slopes to Clause 301.3.1.

#### **304.3.2**   Excavation:

Excavation shall be taken to the width of the lowest step of the footing including additional width as required for construction operation. The sides shall be left plumb where the nature of soil allows it. Where the nature of soil or the depth of the trench and season of the year do not permit vertical sides, the Contractor at his own cost shall put up necessary shoring, strutting and planking or cut slopes to a safer angle or both width due regard to the safety of personnel and works and to the satisfaction of the Engineer.

The depth to which the excavation is to be carried out shall be as shown on the drawings, unless the type of material encountered is such as to require changes, in which case the depth shall be as ordered by the Engineer. Propping shall be undertaken when any foundation or stressed zone from an adjoining structure is within a line of 1 vertical to 2 horizontal from the bottom of the excavation.

Where blasting is to be resorted to, the same shall be carried out to Clause 302 and all pre-cautions indicated therein observed. Where blasting is likely to endanger adjoining foundations or other structures, necessary precautions such as controlled blasting, providing rubber mat cover to prevent flying of debris etc. shall be taken to prevent any damage.

#### 304.3.3 Dewatering and Protection:

Normally, open foundation shall be laid dry. Where water is met with in excavation due to stream flow, seepage, springs, rain or other reasons, the Contractor shall take adequate measures such as bailing, pumping, constructing diversion channels, drainage channels, bunds, cofferdams and other necessary works to keep the foundation trenches dry when so required and to protect the green concrete/masonry against damage by erosion or sudden rising of water level. The methods to be adopted in this regard and other details thereof shall be left to the choice of the Contractor but subject to approval of the Engineer. Approval of the Engineer shall, however, not relieve the Contractor of the responsibility for the adequacy of dewatering and protection arrangements and for the quality and safety of the Works.

Where cofferdams are required, these shall be carried to adequate depths and heights, be safely designed and constructed and be made as watertight as is necessary for facilitating construction to be carried out inside them. The interior dimensions of the cofferdams shall be such as to give sufficient clearance for the construction and inspection and to permit installation of pumping equipments, etc. inside the enclosed area.

If it is determined beforehand that the foundations cannot be laid dry or the situation is found that the percolation is too heavy for keeping the foundation dry, the foundation concrete shall be laid under water by tremie pipe only. In case of flowing water or artesian springs, the flow shall be stopped or reduced as far as possible at the time of placing the concrete.

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

At the discretion of the Contractor, cement grouting or other approved methods may be used to prevent or reduce seepage and to protect the excavation area.

The Contractor shall take all precautions in diverting channels and in discharging the drained water as not to cause damage to the works, crops or any other property.

#### 304.3.4 Preparation of Foundation:

The bottom of the foundation shall be levelled both longitudinally and transversely or stepped as directed by the Engineer. Before footing is laid, the surface shall be slightly watered and rammed. In the event of excavation having been made deeper than that shown on the drawings or as otherwise ordered by the Engineer, the extra depth shall be made up with concrete or masonry of the foundation at the cost of the Contractor as per Clause 2104.1 Ordinary filling shall not be used for the purpose to bring the foundation to level.

When rock or other hard strata is encountered, it shall be freed of all soft and loose material, cleaned and cut to a firm surface either level, stepped or serrated as directed by the Engineer. All seams shall be cleaned out and filled with cement mortar or grout to the satisfaction of the Engineer. In the case of excavation in rock, annular space around footing shall be filled with lean concrete M 15 up to the top level of rock.

If the depth of fill required is more than 1.5 m in soft rock or 0.6 m in hard rock above the foundation level, the filling up to this level shall be done with M-15 concrete and portion above shall be filled by concrete or by boulders grouted with cement.

When foundation piles are used, the excavation for pile cap shall be done after driving/casting of all piles forming the group. After pile driving operations in a given pit are completed, all loose and displaced materials therein shall be removed to the level of the bottom of the pile cap.

#### 304.3.5 Slips and Blows:

If there are any slips or blows in the excavation, these shall be removed by the Contractor at his own cost.

#### 304.3.6 Public Safety:

Near towns, villages and all frequented places, trenches and foundation pits shall be securely fenced, provided with proper caution signs and marked with red lights at night to avoid accidents. The Contractor shall take adequate protective measures to see that the excavation operations do not affect or damage adjoining structures. For safety precautions, guidance may be taken from IS: 3764.

#### 304.3.7 Back Filling:

Back filling shall be done with approved material after concrete or masonry is fully set and carried out in such a way as not to cause undue thrust on any part of the structure. All space between foundation masonry or concrete and the sides of excavation shall be refilled to the original surface in layers not exceeding 150 mm compacted thicknesses. The compaction shall be done with the help of suitable equipment such as mechanical tamper, rammer, plate vibrator etc. after necessary watering, so as to achieve the maximum dry density.

#### 304.3.8 Disposal of Surplus Excavated Materials:

Clause 301.3.11 shall apply.

### **305**     EMBANKMENT CONSTRUCTION

#### 305.1     GENERAL

##### 305.1.1 Description:

These specifications shall apply to the construction of embankments, sub-grades, earthen shoulders and miscellaneous back fills with approved material obtained either from excavation for road construction, borrow pits or other sources. All embankments and sub-grades shall be constructed to accordance with the requirements of these specifications and in conformity with the lines, grades, and cross-sections shown on the drawings or as directed by the Engineer.

#### 305.2     MATERIALS AND GENERAL REQUIREMENTS

##### 305.2.1 Physical Requirements:

- The materials used in embankments, sub-grades, earthen shoulders and miscellaneous backfills shall be soil, moorum, gravel, reclaimed material from pavement, fly ash, pond ash, a mixture of these or any other material as approved by the Engineer. Such materials shall be free of logs, stumps, roots, rubbish or any other ingredient likely to deteriorate or affect the stability of the embankment.

The following types of material may be considered unsuitable for embankment:

- a) Material from swamps, marshes or bogs
  - b) Peat, log, stump or perishable material; any soil classifies as OL, OI, OLL or Pt in accordance with IS: 1498.
  - c) Material susceptible to spontaneous combustions
  - d) Material in a frozen condition
  - e) Clay having liquid limit exceeding 50 and plasticity index exceeding 25; and
  - f) Materials with salts resulting in leaching in the embankment.
- Expansive clay exhibiting marked swell and shrinkage properties (“free swelling index” exceeding 50 per cent when tested as per IS: 2720 – Part 40) shall not be used as a fill material. Where an expansive clay having “free swelling index” value less than 50 percent is used as a fill material, sub-grade and top 500mm portion of the embankment just below sub-grade shall be non-expansive in nature.
  - Any fill material with a soluble sulphate content exceeding 1.9 grams of sulphate (expressed as SO<sub>3</sub>) per litre when tested in accordance with BS: 1377, Part 3, but using a 2:1 water-soil ratio shall not be deposited within 500mm distance (or any other distance described in the Contract), of permanent works constructed out of concrete, cement bound materials or other cementitious material.

Material with a total sulphate content (expressed as SO<sub>3</sub>) exceeding 0.5 percent by mass, when tested in accordance with BS:1377, Part 3 shall not be deposited within 500 mm, or other distances described in the Contract, or metallic items forming part of the Permanent Works.

- The size of the coarse material in the mixture of earth shall ordinarily not exceed 75 mm. when being placed in the embankment and 50 mm. when placed in the

sub-grade. However, the Engineer may at his discretion permit the use of material coarser than this also if he is satisfied that the same will not present any difficulty as regards the placement of fill material and its compaction to the requirements of these specifications. The maximum particle size shall not be more than two-third of the compacted layer thickness.

- Ordinarily, only the materials satisfying the density requirements given in Table 300.1 shall be employed for the construction of the embankment and the sub-grade.

TABLE 300.1 DENSITY REQUIREMENTS OF EMBANKMENT AND SUB-GRADE MATERIALS

Sl. No	Type of Work	Maximum laboratory dry density when tested as per IS: 2720 (Part 8)
1.	Embankments up to 3 m height, not subjected to extensive flooding.	Not less than 15.2 KN/cu.m
2.	Embankments exceeding 3 metre height or embankments of any height subject to long periods of inundation.	Not less than 16 KN/cu.m
3.	Sub-grade and earthen shoulders /verge/backfill	Not less than 17.5 KN/cu.m

Note:

- 1) This table is not applicable for lightweight fill material e.g. cinder, fly ash etc.
  - 2) The material to be used in subgrade shall be non-expansive and shall satisfy design CBR at the specified dry density and moisture content. In case the available materials fail to meet the requirement of CBR, use of stabilization methods in accordance with Clauses 403 and 404 or by any stabilization method approved by the Engineer shall be followed.
- The material to be used in subgrade shall confirm to the design CBR value at the specified dry density and moisture content of the test specimen. In case the available materials fails to meet the requirement of CBR, use of stabilization methods in accordance with Clauses 403 and 404 or by any stabilization method approved by the Engineer or by the IRC Accreditation Committee shall be followed.

- The material to be used in high embankment construction shall satisfy the specified requirements of strength parameters.

#### 305.2.2 General Requirements:

305.2.2.1 The materials for embankment shall be obtained from approved sources with preference given to acceptable materials becoming available from nearby roadway excavation under the same contract.

The work shall be so planned and executed that the best available materials are saved for the sub-grade and the embankment portion just below the sub-grade.

#### 305.2.2.2 Borrow Materials:

The arrangement for the source of supply of the material for embankment and sub-grade and compliance with the guidelines, and environment requirements, in respect of excavation and borrow areas as stipulated, from time to time by the Ministry of Environment and Forests, Government of India and the local bodies, as applicable shall be the sole responsibility of the Contractor.

Borrow pits along the road shall be discouraged. If permitted by the Engineer, these shall not be dug continuously. Ridges of not less than 8m width should be left at intervals not exceeding 300 m. Small drains shall be cut through the ridges to facilitate drainage. The depth the pits shall be so regulated that their bottom does not cut an imaginary line having a slope of 1 vertical to 4 horizontal projected from the edge of the final section of the bank, the maximum depth in any case being limited to 1.5 m. Also no pit shall be dug within the offset width from the toe of the embankment required as per the consideration of stability with a minimum width of 10 m.

Haulage of material to embankments or other areas of fill shall proceed only when sufficient spreading and compaction plant is operating at the place of deposition.

Where the excavation reveals a combination of acceptable and un-acceptable materials, the Contractor shall unless otherwise agreed by the Engineer, carry out the excavation in such a manner that the acceptable materials are excavated separately for use in the permanent works without contamination by the unacceptable materials. The acceptable materials shall be stockpiled separately.



The Contractor shall ensure that he does not adversely affect the stability of excavation or fills by the methods of stockpiling materials, use of plants or siting of temporary buildings or structures.

#### 305.2.2.3 Fly Ash

Use of fly ash shall conform to the Ministry of Environment and Forest guidelines. Where fly-ash is used the embankment construction shall conform to the physical and chemical properties and requirements of IRC: SP: 38-2001, "Guidelines for Use of Fly ash in Road Construction". The term fly ash shall cover all types of coal ash such as pond ash, bottom ash or mound ash.

Embankment constructed out of fly ash shall be properly designed to ensure stability and protection against erosion in accordance with IRC guidelines. A suitable thick cover may preferably be provided at intervening layers of pond ash for this purpose. A thick soil cover shall bind the edge of the embankment to protect it against erosion. Minimum thickness of such soil cover shall be 500 mm.

#### 305.2.2.4 Compaction Requirements

The Contractor shall obtain representative samples from each of the identified borrow areas and have these tested at the site laboratory following a testing programme approved by the Engineer. It shall be ensured that the sub-grade material when compacted to the density requirements as in Table 300.2 shall yield the specified design CBR value of the sub-grade.

TABLE: 300.2 COMPACTION REQUIREMENTS FOR EMBANKMENT AND SUBGRADE

Sl. No	Type of Work/ Material	Relative compaction as percentage of max. laboratory dry density as per IS : 2720 (Part 8)
1.	Sub-grade and earthen shoulders	Not less than 97%
2.	Embankment	Not less than 95%
3.	Expansive clays a) Sub-grade and	Not allowed

SI. No	Type of Work/ Material	Relative compaction as percentage of max. laboratory dry density as per IS : 2720 (Part 8)
	500mm. portion just below b) Remaining portion of embankment	90 -95%

The Contractor shall at least 7 working days before commencement of compaction submit the following to the Engineer for approval.

- a) The values of maximum dry density and optimum moisture content obtained in accordance with IS: 2720 (Part 8), appropriate for each of the fill materials he intends to use.
- b) A graph of density plotted against moisture content from which each of the values in (i) above of maximum dry density and optimum moisture content were determined.

The maximum dry density and optimum moisture content approved by the Engineer shall form the basis for compaction.

### 305.3 CONSTRUCTION OPERATIONS

#### 305.3.1 Setting Out:

After the site has been cleared to Clause 201, the work shall be set out to Clause 301.3.1. The limits of embankment/sub-grade shall be marked by fixing batter pegs on both sides at regular intervals as guides before commencing the earthwork. The embankment/sub-grade shall be built sufficiently wider than the design dimension so that surplus material may be trimmed, ensuring that the remaining material is to the desired density and in position specified and conforms to the specified side slopes.

#### 305.3.2 Dewatering:

If the foundation of the embankment is in an area with stagnant water, and in the opinion of the Engineer it is feasible to remove it the same shall be removed by bailing out or pumping, as directed by the Engineer and the area of the embankment foundation shall be kept dry. Care shall be taken to discharge the

drained water so as not to cause damage to the works, crops or any other property. Due to any negligence on the part of the Contractor, if any such damage is caused, it shall be the sole responsibility of the Contractor to repair/restore it to original condition or compensate the damage at his own cost.

If the embankment is to be constructed under water, Clause 305.4.6 shall apply.

### 305.3.3 Stripping and Storing Top Soil:

When so directed by the Engineer, the topsoil from all areas of cutting and from all areas to be covered by embankment foundation shall be stripped to specified depths not less than 150 mm and stored in stockpiles of height not exceeding 2 m for covering embankment slopes, cut slopes and other disturbed areas where re-vegetation is desired. Topsoil shall not be unnecessarily subjected to traffic either before stripping or when in a stockpile. Stockpiles shall not be surcharged or otherwise loaded and multiple handling shall be kept to a minimum.

### 305.3.4 Compacting Ground Supporting Embankment/Sub-grade

Where necessary, the original ground shall be levelled to facilitate placement of first layer of embankment, scarified, mixed with water and then compacted by rolling so as to achieve minimum dry density as given in Table 300-2.

In a case where the difference between the sub grade level (top of the sub-grade on which pavement rests) and ground level is less than 0.5 m and the ground does not have 97 percent relative compaction with respect to the dry density (as given in Table 300-2), the ground shall be loosened up to a level 0.5 m below the sub-grade level, watered and compacted in layers in accordance with Clauses 305.3.5 and 305.3.6 to achieve dry density not less than 97 percent relative compaction as given in Table 300-2.

Where so directed by the Engineer any unsuitable material occurring in the embankment foundation (500 mm portion just below the sub-grade) shall be removed and replaced by approved materials laid in layers to the required degree of compaction.

Any foundation treatment specified for embankments especially high embankments, resting on suspect foundations as revealed by borehole logs shall be carried out in a manner and to the depth as desired by the Engineer.

Where the ground on which an embankment is to be built has any of the material types (a) to (f) in Clause 305.2.1, at least 500 mm of such material must be removed and replaced by acceptable fill material before embankment construction commence.

#### 305.3.5 Spreading material in layers and bringing to appropriate moisture content.

- The embankment and sub-grade material shall be spread in layers of uniform thickness in the entire width with a motor grader. The compacted thickness of each layer shall not be more than 250 mm when vibratory roller/vibratory soil compactor is used and not more than 200 mm when 80-100 KN static roller is used. The motor grader blade shall have hydraulic control suitable for initial adjustment and maintain the same so as to achieve the specific slope and grade. Successive layers shall not be placed until the layer under construction has been thoroughly compacted to the specified requirements as in Table 300.2 and got approved by the Engineer. Each compacted layer shall be finished parallel to the final cross-section of the embankment.
- Moisture content of the material shall be checked at the site of placement prior to commencement of compaction; if found to be out of agreed limits, the same shall be made good. Where water is required to be added in such constructions, water shall be sprinkled from a water tanker fitted with sprinkler capable of applying water uniformly with a controllable rate of flow to variable widths of surface but without any flooding. The water shall be added uniformly and thoroughly mixed in soil by blading, using disc harrow until a uniform moisture content is obtained throughout the depth of the layer.

If the material delivered to the roadbed is too wet, it shall be dried, by aeration and exposure to the sun, till the moisture content is acceptable for compaction. Should circumstances arise, where owing to wet weather, the moisture content cannot be reduced to the required amount by the above procedure, work on compaction shall be suspended.

Moisture content of each layer of soil shall be check in accordance with IS: 2720 (Part-2) and unless otherwise mentioned, shall be so adjusted, making due allowance for evaporation losses, that at the time of compaction is in the range of 1 per cent above to 2 per cent below the optimum moisture content determined in accordance with IS: 2720 (Part-8) as the case may be. Expansive clays shall, however, be compacted at moisture content corresponding to the

specified dry density, but on the wet side of the optimum moisture content obtained from the laboratory compaction curve.

After adding the required amount of water, the soil shall be processed by means of graders, harrows, rotary mixers or as otherwise approved by the Engineer until the layer is uniformly wet.

Clods or hard lumps of earth shall be broken to have a maximum size of 75 mm. when being placed in the embankment and a maximum size of 50 mm. when being placed in the sub-grade.

- Embankment and other areas of fill shall, unless otherwise required in the Contract or permitted by the Engineer, be constructed evenly over their full width and their fullest possible extent and the Contractor shall control and direct construction plant and other vehicular traffic uniformly over them. Damage by construction plant and other vehicular traffic shall be made good by the Contractor with material having the same characteristics and strength as the material had before it was damaged.

Embankments and other areas of unsupported fills shall not be constructed with steeper side slopes, or to greater widths than those shown in the Contract, except to permit adequate compaction at the edges before trimming back, or to obtain the final profile following any settlement of the fill and the underlying material.

Whenever fill is to be deposited against the face of a natural slope, or sloping earthworks face including embankments, cuttings, other fills and excavations steeper than 1 vertical or 4 horizontal, such faces shall be benched as per Clause 305.4.1 immediately before placing the subsequent fill.

All permanent faces of side slopes of embankments and other areas of fill formed shall, subsequent to any trimming operations, be reworked and sealed to the satisfaction of the Engineer by tracking a tracked vehicle, considered suitable by the Engineer, on the slope or any other method approved by the Engineer.

#### 305.3.6 Compaction:

Only the compaction equipment approved by the Engineer shall be employed to compact the different material types encountered during construction. Static three wheeled roller, self propelled single drum vibratory roller, tandem vibratory roller, pneumatic tyre roller, pad foot roller etc, of suitable size and capacity as approved by the Engineer shall be used for the different types and grades of materials required to be compacted either individually or in suitable combinations.

The compaction shall be done with the help of self-propelled single drum vibratory roller or pad foot vibratory roller of 80 to 100 KN static weight or heavy pneumatic tyre roller of adequate capacity capable of achieving the required compaction. The Contractor shall demonstrate the efficacy of the equipment he intends to use by carrying out compaction trials. The procedure to be adopted for these site trials shall first be submitted to the Engineer for approval.

Earthmoving plant shall not be accepted as compaction equipment nor shall the use of a lighter category of plant to provide any preliminary compaction to assist the use of heavier plant be taken into account.

Each layer of the material shall be thoroughly compacted to the densities specified in Table 302-2. Subsequent layers shall be placed only after the finalised layer has been tested according to Clause 903.2.2 and accepted by the Engineer. The Engineer may permit measurement of field dry density by a nuclear moisture/density gauge used in accordance with agreed procedure and the gauge is calibrated to provide results identical to that obtained from tests in accordance with IS:2720 (Part 28). A record of the same shall be maintained by the Contractor.

Where density measurements reveal any soft areas in the embankment/sub-grade/earthen shoulder, further compaction shall be carried out as directed by the Engineer. If in spite of that, the specified compaction is not achieved, the material in the soft areas shall be removed and replaced by approved material, compacted using appropriate mechanical means such as light weight vibratory roller, double drum walk behind roller, vibratory plate compactor, trench compactor or vibratory tamper to the density requirements and satisfaction of the Engineer.

#### 305.3.7 Drainage:

The surface of the embankment/sub-grade at all times during construction shall be maintained at such a cross fall (not flatter than that required for effective drainage of an earthen surface) as will shed water and prevent ponding.

#### 305.3.8 Repairing of damages caused by rain/spillage of water

The soil in the affected portion shall be removed in such areas as directed by the Engineer before next layer is laid and refilled in layers and compacted using appropriate mechanical means such as small vibratory roller, plate compactor or power rammer to achieve the required density in accordance with Clause 305.3.6. If the cut is not sufficiently wide for use of required mechanical means for compaction, the same shall be widened suitably to permit their use for proper compaction. Tests shall be carried out as directed by the Engineer to ascertain the density requirements of the repaired area. The work of repairing the damages including widening of the cut, if any, shall be carried out by the Contractor at his own cost, including the arranging of machinery/equipment for the purpose.

#### 305.3.9 Finishing Operations

Finishing operations shall include the work of shaping and dressing the shoulders/verge road bed and side slopes to conform to the alignment, levels, cross -sections and dimensions shown on the drawings or as directed by the Engineer subject to the surface tolerances described in Clause 902. Both the upper and lower ends of the side slopes shall be rounded off to improve appearance and to merge the embankment with the adjacent terrain.

The top soil, removed and conserved earlier (Clauses 301.3.2 and 305.3.2) shall be spread over the fill slopes as per directions of the Engineer to facilitate the growth of vegetation. Slopes shall be roughened and moistened slightly prior to the application of the topsoil in order to provide satisfactory bond. The depth of the topsoil shall be sufficient to sustain plant growth, the usual thickness being from 75mm to 150mm.

Where directed, the slopes shall be turfed with sods in accordance with Clause 307. If seeding and mulching of slopes is prescribed, this shall be done to the requirement of Clause 308.

When earthwork operations have been substantially completed the road area shall be cleared of all debris, and ugly scars in the construction area responsible for objectionable appearance eliminated.

#### 305.4 CONSTRUCTION OF EMBANKMENT AND SUB-GRADE UNDER SPECIAL CONDITIONS

##### 305.4.1 Earthwork for Widening Existing Road Embankment:

When an existing embankment and/or sub-grade is to be widened and its slopes are steeper than 1 vertical on 4 horizontal, continuous horizontal benches, each at least 300mm. wide, shall be cut into the old slope for ensuring adequate bond with the fresh embankment /sub-grade material to be added. The material obtained from cutting of benches could be utilised in the widening of the embankment/sub-grade. However, when the existing slope against which the fresh material is to be placed is flatter than 1 vertical on 4 horizontal the slope surface may only be ploughed or scarified instead of resorting to benching.

Where the width of the widened portions is insufficient to permit the use of usual wider rollers, compaction shall be carried out with the help of tandem sheep's foot rollers, mechanical tampers or other approved equipment. End dumping of material from trucks for widening operations shall be avoided except in difficult circumstances, when the extra width is too narrow to permit the movement of any other types of hauling equipment.

##### 305.4.2 Earthwork for Embankment and Sub-grade to be Placed against Sloping Ground:

Where an embankment/sub-grade is to be placed against sloping ground, the latter shall be appropriately benched or ploughed/scarified as required in Clause 305.4.1, before placing the embankment/sub-grade material. Extra earthwork involved in benching or due to ploughing/scarifying etc. shall be considered incidental to the work.

For wet conditions, benches with slightly inward fall and subsoil drains at the lowest point shall be provided as per the drawings before the fill is placed against sloping ground.



Where the contract requires construction of transverse sub-surface drain at the cut-fill interface, work on the same shall be carried out to Clause-309 in proper sequence with the embankment and sub-grade work as approved by the Engineer.

#### 305.4.3 Earthwork over Existing Road Surface:

Where the embankment is to be placed over an existing road surface, the work shall be carried out as indicated below:

- i) If the existing road surface is of granular or bituminous type and lies within 1m of the new formation levels, it shall be scarified to a depth of 50mm. or as directed so as to provide ample bond between the old and new material ensuring that at least 500mm. portion below the top of new sub-grade level is compacted to the desired density.
- ii) If the existing road surface is of bituminous type or cement concrete and lies within 1m of the new formation level, the bituminous or cement concrete layer shall be removed completely.
- iii) If the level difference between the existing road surface and the new sub-grade level is more than 1m the existing surface shall be roughened after ensuring that the maximum thickness of 500 mm of sub grade is available.

#### 305.4.4 Embankment and Sub-grade around Structures:

To avoid interference with the construction abutments, wing walls or return walls of culvert/bridge structures, the Contractor shall, at points to be determined by the Engineer suspend work on embankments forming approaches to such structures, until such time as the construction of the latter is sufficiently advanced to permit the completion of approaches without the risk of interference of damage to the structure.

Unless directed otherwise, the filling around culverts, bridges and other structures up to distance of twice the height of the road from the back of the abutment shall be carried out independent of the work on the main embankment. The fill material shall not be placed against any abutment or wing wall unless permission has been given by the Engineer but in any case not until the concrete or masonry has been in position for 14 days. The embankment and sub-grade shall be brought up simultaneously in equal layers on each side of the

structure to avoid displacement and unequal pressure. The sequence of work in this regard shall be got approved from the Engineer.

The material used for backfill shall not be an organic soil or highly plastic clay having plasticity index and liquid limit more than 20 and 40 respectively when tested according to IS : 2720 (Part-5). Filling behind abutments and wing walls for all structures shall conform to the general guidelines given in IRC: 78-1983. The fill material shall be deposited in horizontal layers not exceeding 150mm in loose thickness and compacted thoroughly to the requirements of Table 300-2.

Where the provision of any filter medium is specified behind the abutment, the same shall be laid in layers simultaneously with the laying of fill material. The material used for filter shall conform to the requirements for filter medium spelt out in Clause 2504 unless otherwise specified in the contract.

Where it may be impracticable to use power rollers or other heavy equipment, mechanical tampers shall carry out the compaction or other methods approved by the Engineer. Care shall be taken to see that the compaction equipment does not hit or come too close to any structural member so as to cause any damage to them or excessive pressure against the structure.

#### 305.4.5 Construction of embankment over ground incapable of supporting construction equipment

Where embankment is to be constructed across ground which will not support the weight of repeated heavy loads of construction equipment, the first layer of the fill may be constructed by placing successive loads of material in a uniformly distributed layer of a minimum thickness required to support the construction equipment as permitted by the Engineer. The Contractor, if so desired by him, may also use suitable geo-synthetic material to increase the bearing capacity of the foundation. This exception to normal procedure will not be permitted where, in the opinion of the Engineer, the embankments could be constructed in the approved manner over such ground by the use of lighter or modified equipment after proper ditching and drainage have been provided. Where this exception is permitted, the selection of the material and the construction procedure to obtain an acceptable layer shall be the responsibility of the Contractor. The cost of providing suitable traffic conditions for construction equipment over any area of the Contractor will be the responsibility of the Contractor and no extra payment

will be made to him. The remainder of the embankment shall be constructed as specified in Clause 305.3.

#### 305.4.6 Embankment Construction under Water and Waterlogged Areas

##### 305.4.6.1 Embankment construction under Water

Where filling or backfilling is to be placed under water, only acceptable granular material or rock shall be used unless otherwise approved by the Engineer. Acceptable granular material shall be of GW, SW, GP, SP as per IS: 1498 and consist of graded, hard durable particles with maximum particle size not exceeding 75mm. The material should be non-plastic having uniformity coefficient of not less than 10. The placed in open water shall be deposited by end tipping without compaction.

##### 305.4.6.2 Embankment construction in Waterlogged and Marshy Areas

The work shall be done as per IRC:34

#### 305.4.7 Earthwork for high embankment

The material for high embankment construction shall conform to Clause 305.2.1.7. In the case of high embankments (more than 6 m), the Contractor shall normally use fly ash in conformity with Clause 305.2.1.1 or the material from the approved borrow area.

Where provided, stage construction of embankment and controlled rates of filling shall be carried out in accordance with the Contract including installation of instruments and its monitoring.

Where required, the Contractor shall surcharge embankments or other areas of fill with approved material for the periods specified in the contract. If settlement of surcharged fill results the Contractor shall bring the resultant level up to formation level with acceptable material for use in fill.

#### 305.4.8 Settlement Period

Where settlement period is specified in the Contract, the embankment shall remain in place for the required settlement period before excavating for abutment, wing wall, retaining wall, footings, etc. or driving foundation piles. The

duration of the required settlement period at each location shall be as provided for in the contract or as directed by the Engineer.

305.5 PLYING OF TRAFFIC

Construction and other vehicular traffic shall not use the prepared surface of the embankment and / or sub-grade without the prior permission of the Engineer. Any damage arising out of such use shall, however, be made good by the Contractor at his own cost as directed by the Engineer.

305.6 SURFACE FINISH AND QUALITY CONTROL OF WORK

The surface finish of construction of sub-grade shall conform to the requirements of Clause 902. Control on the quality of materials and works shall be exercised in accordance with Clause 903.

305.7 SUB-GRADE STRENGTH

305.7.1 It shall be ensured prior to actual execution that the borrow area material to be used in the sub-grade satisfies the requirement of design CBR.

305.7.2 Sub-grade shall be compacted and finished to the design strength consistent with other physical requirements. The actual laboratory CBR values of constructed sub-grade shall be determined on remoulded samples, compacted to the field density at the field moisture content and tested for soaked/unsoaked condition as specified in the Contract.

401 GRANULAR SUB-BASE

401.1 SCOPE

This work shall consist of laying and compacting well-graded material on prepared sub-grade in accordance with the requirements of this specifications. The material shall be laid in one or more layers as sub-base of lower sub-base and upper sub-base (termed as sub-base hereinafter) as necessary according to lines, grades and cross sections shown on the drawings or as directed by the Engineer.

401.2 MATERIALS

401.2.1 The material to be used for the work shall be natural sand, murum, gravel, crushed stone, crushed slag, or combinations thereof depending upon the grading required. Use of materials like brick metal, kankar and crushed concrete

shall be permitted in the lower sub-base. The material shall be free from organic or other deleterious constituents and conform to one of the three grading given in Table 400-1 and physical requirements given in Table 400-2. Gradings III and IV shall preferably be used in lower sub-base. Gradings V and VI shall be used as a sub-base cum drainage layer. The grading to be adopted for a project shall be as specified in the Contract. Where the sub-base is laid in two layers as upper sub-base and lower sub-base, the thickness of each layer shall not be less than 150 mm.

401.2.2 If the water absorption of the aggregates determined as per IS:2386 (Part 3) is greater than 2 percent, the aggregates shall be tested for Wet Aggregate Impact Value (AIV) (IS:5640). Soft aggregates like kankar, brick ballast and laterite shall also be tested for Wet AIV (IS:5640).

TABLE 400-1  
GRADING FOR GRANULAR SUB-BASE MATERIALS

IS Sieve Designation	Percent by Weight Passing the IS Sieve					
	Grading I	Grading II	Grading III	Grading IV	Grading V	Grading VI
75.0mm.	100	--	--		100	
53.0 mm.	80-100	100	100	100	80-100	100
26.5.5mm	55-90	70-100	55-75	55-80	55-90	75-100
9.50mm.	35-65	50-80	--	--	35-65	55-75
4.75mm.	25-55	40-65	10-30	15-35	25-50	30-55
2.36mm.	20-40	30-50	--	--	10-20	10-25
0.85mm.	--	--	--	--	2-10	--
0.425mm.	10-15	10-15	--	--	0-5	0-8
0.075mm.	<5	<5	<5	<5	--	0-3

TABLE 400-2

PHYSICAL REQUIREMENTS FOR MATERIALS FOR GRANULAR SUB-BASE

Aggregate Impact Value (AIV)	IS:2386 (Part 4) or IS:5640	40 Maximum
Liquid Limit	IS:2720 (Part 5)	Maximum 25
Plasticity Index	IS:2720 (Part 5)	Maximum 6
CBR at 98% dry density	IS:2720 (Part 5)	Minimum 30 unless

(at IS:2720-Part 8)		otherwise specified in the Contract
---------------------	--	-------------------------------------

401.3 CONSTRUCTION OPERATIONS

401.3.1 Preparation of Sub-grade:

Immediately prior to the laying of sub-base, the sub-grade already finished to Section 301 or 305 as applicable shall be prepared by removing all vegetation and other extraneous matter, lightly sprinkled with water if necessary and rolled with two passes 80-100 kN smooth wheeled roller.

401.3.2 Spread and Compacting:

The sub-base material of grading specified in the Contract shall be spread on the prepared sub-grade with the help of a motor grader of adequate capacity, its blade having hydraulic controls suitable for initial adjustment and maintain the required slope and grade during the operation or other means as approved by the Engineer.

When the sub-base material consists of combination of materials mentioned in Clause 401.2.1, mixing shall be done mechanically by the mix-in-place method.

Moisture content of the loose material shall be checked in accordance with IS: 2720 (Part-2) and suitably adjusted by sprinkling additional water from a truck mounted or trailer mounted water tank and suitable for applying water uniformly and at controlled quantities to variable widths of surface or other means approved by the Engineer so that at the time of compaction it is from 1 percent above to 2 percent below the optimum moisture content corresponding to IS:2720 (Part 8). While adding water, due allowance shall be made for evaporation losses. After water has been added, the material shall be processed by mechanical or other approved means if so directed by the Engineer until the layer is uniformly wet.

Immediately after spreading the mix, rolling shall be done by an approved roller. If the thickness of the compacted layer does not exceed 100mm, a smooth wheeled roller of 80 to 100 KN weight may be used. For a compacted single layer up to 200mm the compaction shall be done with the help of a vibratory roller of minimum 80 to 100 KN static weight capable of achieving the required compaction. Rolling shall commence at the lower edge and proceed towards the

upper edge longitudinally for portions having unidirectional cross fall and super elevation. For carriageway having crossfall on both sides, rolling shall commence at the edges and progress towards the crown.

Each pass of the roller shall uniformly overlap not less than one third of the track made in the preceding pass. During rolling, the grade and cross fall (camber) shall be checked and any high spots or depressions, which become apparent, corrected by removing or adding fresh material. The speed of the roller shall not exceed 5 km. per hour.

Rolling shall be continued till the density achieved is at least 98 per cent of the maximum dry density for the material determined as per IS: 2720 (Part 8). The surface of any layer of material on completion of compaction shall be well closed, free from movement under compaction equipment and from compaction planes, ridges, cracks or loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of layer and re-compacted.

#### 401.4 SURFACE FINISH AND QUALITY CONTROL OF WORK

The surface finish of construction shall conform to the requirements of Clause 902. Control on the quality of materials and works shall be exercised by the Engineer in accordance With Section 900.

#### 401.5 ARRANGEMENT FOR TRAFFIC

During the period of construction arrangement of traffic shall be maintained in accordance with Clause 112.

#### 401.6 MEASUREMENTS FOR PAYMENT

Granular sub-base shall be measured as finished work in position in cubic metres.

The protection of edges of granular sub-base extended over the full formation as shown in the drawing shall be considered incidental to the work of providing granular sub-base and as such no extra payment shall be made for the same.

#### 401.7 RATE

The Contract unit rate for granular sub-base shall be payment in full for carrying out the required operations including full compensation for:

- i) making arrangements for traffic to Clause 112 except for initial treatment to verge shoulders and construction of diversions;
- ii) supplying all materials to be incorporated in the work including all royalties, fees, rents where necessary and all leads and lifts;
- iii) all labour, tools, equipment and incidentals to complete the work to the specifications; and
- iv) carrying out the work in part widths of road where directed and
- v) carrying out the required tests for quality control.

## **402**    LIME TREATED SOIL FOR IMPROVED SUBGRADE

### 402.1    SCOPE

This work shall consist of laying and compacting an improved sub-grade/lower sub-base of soil treated with lime on prepared sub-grade in accordance with the requirements of these Specifications and in conformity with the lines, grades and cross-sections shown on the drawings or as directed by the Engineer. Lime treatment is generally effective for soils, which contain a relatively high percentage of clay and silty clay.

### 402.2    Materials

#### 402.2.1    Soil:

Except when otherwise specified, the soil used for stabilisation shall be the local clayey soil having a plasticity index greater than 8.

#### 402.2.2    Lime:

Lime for lime-soil stabilisation work shall be commercial dry lime slaked at site or pre-slaked lime delivered to the site in suitable packing. Unless otherwise permitted by the Engineer, the lime shall have purity of not less than 70 per cent by weight of Quicklime (CaO) when tested in accordance with IS: 1514. Lime shall be properly stored to avoid prolonged exposure to the atmosphere and consequent carbonation, which would reduce its binding properties.

#### 402.2.3    Quantity of Lime in stabilised mix:



Quality of lime to be added as percentage by weight of the dry soil shall be as specified in the Contract. The quantity of lime used shall be related to its calcium oxide content, which shall be specified. Where the lime of different calcium oxide content is to be used, its quantity shall be suitably adjusted to the approval of the Engineer so that equivalent calcium oxide is incorporated in the work. The mix design shall be done to arrive at the appropriate quantity of lime to be added, having due regard to the purity of lime, the type of soil, the moisture-density relationship, and the design CBR/Unconfident Compressive Strength (UCS) value specified in the Contract. The laboratory CBR/UCS value shall be at least 1.5 times the minimum field value of CBR/UCS stipulated in the Contract.

402.2.4 Water:

The water to be used for lime stabilisation shall be clean and free from injurious substances. Potable water shall be preferred.

402.3 Construction Operations

402.3.1 Weather limitations:

Lime-soil stabilisation shall not be done when the air temperature in the shade is less than 10 C.

402.3.2 Degree of pulverisation:

For lime-soil stabilisation, the soil before addition of stabiliser, shall be pulverised using agricultural implements like disc harrows (only for low volume roads) and rotavators to the extent that it passes the requirements set out in Table 400-3 when tested in accordance with the method described in Appendix - 3, "Method of Sieving for wet soils to determine the degree of pulverisation".

TABLE 400-3.

SOIL PULVERISATION REQUIREMENTS FOR LIME STABILISATION

IS Sieve Designation	Minimum Percent by weight passing the IS Sieve
26.5mm	100
5.6mm	80

#### 402.3.3 Equipment for Construction:

Stabilised soil sub-bases shall be constructed by mix-in-place method of construction or as otherwise approved by the Engineer. Manual mixing shall be permitted only where the width of laying is not adequate for mechanical operations, as in small-sized jobs.

The equipment used mix-in-place construction shall be rotavator or similar approved equipment capable of pulverising and mixing the soil with additive and water to specified degree to the full thickness of the layer being processed, and of achieving the desired degree of mixing and uniformity of the stabilised material. If so desired by the Engineer, trial runs with the equipment shall be carried out to establish its suitability for work.

The thickness of any layer to be stabilised shall be not less than 100 mm when compacted. The maximum thickness shall be 200 mm, provided the plant used is accepted by the Engineer.

#### 402.3.4 Mix-in-place method of construction:

Before deploying the equipment, the soil after it is made free of undesirable vegetation or other deleterious matters shall be spread uniformly on the prepared sub-grade in a quantity sufficient to achieve the desired compacted thickness of the stabilised layer. Where single-pass equipment is to be employed, the soil shall be lightly rolled at the discretion of the Engineer.

The Equipment used shall either be of single-pass or multiple pass type. The mixers shall be equipped with an appropriate device for controlling the depth of processing and the mixing blades shall be maintained or reset periodically so that the correct depth of mixing is obtained at all times.

With single-pass equipment the forward speed of the machine shall be so selected in relation to the rotor speed that the required degree of mixing, pulverisation and depth of processing is obtained. In multiple-pass processing, the prepared sub-grade shall be pulverised to the required depth with successive passes of the equipment and the moisture content adjusted to be within prescribed limits mentioned hereinafter. The blending or stabilising material shall then be spread uniformly and mixing continued with successive

passes until the required depth and uniformity of processing have been obtained.

The mixing equipment shall be so set that it cuts slightly into the edge of the adjoining lane processed previously so as to ensure that all the material forming a layer has been properly processed for the full width.

#### 402.3.5 Construction with manual means:

Where manual mixing is permitted, the soil from borrow areas shall first be freed of all vegetation and other deleterious matter and placed on the prepared sub-grade. The soil shall then be pulverised by means of crow-bars, pick axes or other means approved by the Engineer.

Water in requisite quantities may be sprinkled on the soil for aiding pulverisation. On the pulverised soil, the blending materials(s) in requisite quantities shall be spread uniformly and mixed thoroughly by working with spades or other similar implement till the whole mass is uniform. After adjusting the moisture content to be within the limits mentioned later, the mixed material shall be levelled up to the required thickness so that it is ready to be rolled.

#### 402.3.6 Addition of Lime :

Lime may be mixed with the prepared material either in slurry form or dry state at the option of the Contractor with the approval of the Engineer.

Dry lime shall be prevented from blowing by adding water to the lime or other suitable means selected by the Contractor, with the approval of the Engineer.

The tops of windrowed material may be flattened or slightly trenched to receive the lime. The distance to which lime may spread upon the prepared material ahead of the mixing operation shall be determined by the Engineer.

No traffic other than the mixing equipment shall be allowed to pass over the spread lime until after completion of mixing.

Mixing or re-mixing operations, regardless of equipment used, shall continue until the material is free of any white streaks or pockets of lime and the mixture is uniform.

Non-uniformity of colour reaction, when the treated material is tested with the standard phenolphthalein alcohol indicator, will be considered evidence of inadequate mixing.

#### 402.3.7 Moisture content for compaction:

The moisture content at compaction checked vide IS: 2720 (Part 2) shall neither be less than the optimum moisture content corresponding to IS: 2720 (Part 8) nor more than 2 per cent above it.

#### 402.3.8 Rolling:

Immediately after spreading, grading and levelling of the mixed material, compaction shall be carried out with approved equipment preceded by a few passes of lighter rollers if necessary. Rolling shall commence at edges and progress towards centre, except at superelevated portions where it shall commence at the inner edge and progress towards outer edge. During rolling the surface shall be frequently checked for grade and cross-fall (camber) and any irregularities corrected by loosing the material and removing/adding fresh material. Compaction shall continue until the density achieved is at least 98 per cent of the maximum dry density for the material determined in accordance with IS: 2720 (Part 8).

Care shall be taken to see that the compaction of lime stabilised material is completed within three hours of its mixing or such shorter period as may be found necessary in dry weather.

During rolling it shall be ensured that roller does not bear directly on hardened or partially hardened treated material previously laid other than what may be necessary for achieving the specified compaction at the joint. The final surface shall be well closed, free from movement under compaction planes, ridges, cracks or loose material. All loose or segregated or otherwise defective areas shall be made good to the full thickness of the layer and re-compacted.

#### 402.3.9 Curing:

The sub-base course shall be suitably cured for a minimum period of 7 days after which subsequent pavement courses shall be laid to prevent the surface

from drying out and becoming friable. No traffic of any kind shall ply over the completed sub-base unless permitted by the Engineer.

402.4 Surface Finish and Quality Control of Work

The surface finish of construction shall conform to the requirements of Clause 902. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

402.5 Strength

When lime is used for improving the sub-grade, the soil-lime mix shall be tested for its CBR value. When lime stabilised soil is used in a sub-base, it shall be tested for unconfined compressive strength (UCS) at 7 days. In case of variation from the design CBR/UCS, in situ value being lower, the pavement design shall be reviewed based on the actual CBR/UCS value shall be constructed by the Contractor at his own cost.

402.6 Arrangements for Traffic

During the period of construction, arrangements for traffic shall be provided and maintained in accordance with Clause 112.

402.7 Measurements for Payment

Stabilised soil sub-graded sub-base shall be measured as finished work in position in cubic metres.

402.8 Rate

The Contract unit rate for lime stabilised soil sub-graded/sub-base shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 401.7 (i) to (v).

406. WET MIX MACADAM SUB-BASE / BASE

406.1. SCOPE

This work shall consist of clean aggregates mechanically interlocked by rolling and bonding together with screening, binding material where necessary and water laid on a properly prepared subgrade/sub-base/base or existing pavement, as the case may be and finished in accordance with the requirements of these specifications and in close conformity with the lines, grades, cross-sections and thickness as per approved plans or as directed by the Engineer. The thickness of a single compacted Wet Mix Macadam layer shall not be less than 75 mm. When vibrating or other approved types of compacting equipment are used, the compacted depth of a single layer of the sub-base course may be upto 200 mm with the approval of the Engineer.

406.2. MATERIALS

406.2.1. Aggregates

406.2.1.1. Physical requirements:

Coarse aggregates shall be crushed stone. If crushed gravel is used, not less than 90 percent by weight of the gravel pieces retained on 4.75 mm sieve shall have at least two fractured faces. The aggregates shall conform to the physical requirements as given below table 400-12.

TABLE 400-12 PHYSICAL REQUIREMENTS OF COARSE AGGREGATES FOR WET MIX MACADAM FOR SUB-BASE/BASE COURSES

Test		Test Method	Requirements
1.	• Los Angeles Abrasion Value*	IS : 2386 (Part – 4)	40 per cent (Max)
	• Aggregate Impact Value*	IS : 2386 (Part – 4) or IS:5640 **	30 per cent (Max)
2.	Combined Flakiness and Elongation Indices (Total)	IS : 2386 (Part – 1)	30 per cent (Max)**

\* Aggregate may satisfy requirements of either of the two tests.

\*\* To determine this combined proportion, the flaky stone from a Representative sample should first be separated out. Flakiness index is weight of flaky stone metal divided by weight of stone sample. Only the elongated particles be separated out from the remaining (non-flaky) stone metal. Elongation index is weight of elongated

particles divided by total non-flaky particles. The value of flakiness index and elongation index so found are added up.

If the water absorption value of the coarse aggregate is greater than 2 per cent, the soundness test shall be carried out on the material delivered to site as per IS: 2386 (Part- 5).

#### 406.2.1.2. Grading Requirements

The aggregates shall conform to the grading given in Table 400-13.

TABLE 400-13. GRADING REQUIREMENTS OF AGGREGATES FOR WET MIX MACADAM

IS Sieve Designation	Per Cent by Weight Passing IS Sieve
53 mm	100
45 mm	95-100
26.50 mm	-
22.4 mm	60-80
11.2 mm	40-60
4.75 mm	25-40
2.36 mm	15-30
600 micron	8-22
75 micron	0-5

Materials finer than 425 micron shall have Plasticity Index (PI) not exceeding 6. The final gradation approved within these limits shall be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa.

#### 406.3. CONSTRUCTION OPERATIONS

##### 406.3.1. Preparation of base:

Clause 404.3.1 shall apply.

##### 406.3.2. Provision of lateral confinement of aggregates:

While constructing wet mix macadam, arrangement shall be made for the lateral confinement of wet mix. This shall be done by laying materials in adjoining shoulders along with that of wet mix macadam layer and following the sequence of operations described in Clause 404.3.3.

##### 406.3.3. Preparation of mix:

Wet Mix Macadam shall be prepared in an approved mixing plant of suitable capacity having provision for controlled addition of water and forced/positive mixing arrangement like pugmill or pan type mixer of concrete batching plant.

The plant shall have features:

- i. For feeding aggregates – three/four bin feeders with variable speed motor
- ii. Vibrant screen for removal oversize aggregates
- iii. Conveyor belt
- iv. Controlled system for addition of water
- v. Forced/positive mixing arrangement like pug-mill or pan type mixer
- vi. Centralized control panel for sequential operation of various devices and precise process control
- vii. Safety devices

Optimum moisture for mixing shall be determined in accordance with IS: 2720 (Part-8) after replacing the aggregate fraction retained on 22.4 mm sieve with material of 4.75 mm to 22.4 mm size. While adding water, due allowance should be made for evaporation losses. However, at the time of compaction, water in the wet mix should not vary from the optimum value by more than agreed limits. The mixed material should be uniformly wet and no segregation should be permitted.

#### 406.3.4. Spreading of mix:

Immediately after mixing, the aggregates shall be spread uniformly and evenly upon the prepared subgrade/sub-base/base in required quantities. In no case should these be dumped in heaps directly on the area where these are to be laid nor shall their hauling over a partly completed stretch be permitted.

The mix may be spread either by a paver finisher or motor grader. The paver finisher shall be self-propelled, having the following features:

- i. Loading hoppers and suitable distribution system, so as to provide a smooth uninterrupted material flow for different layer thickness from the tipper to the screed.
- ii. Hydraulically operated telescopic screed for paving width up to 8.5m and fixed screed beyond this. The screed shall have tamping and vibrating arrangement for initial compaction of the layer.
- iii. Automatic levelling control system with electronic sensing device to maintain mat thickness and cross slope of mat during laying procedure.

In exceptional cases where it is not possible for the paver to be utilized, mechanical means like motor grader may be used with the prior approval of the



Engineer. The motor grader shall be capable of spreading the material uniformly all over the surface.

The surface of the aggregate shall be carefully checked with templates and all high or low spots remedied by removing or adding aggregate as may be required. The layer may be tested by depth blocks during construction. No segregation of larger and fine particles should be allowed. The aggregates as spread should be of uniform gradation with no pockets of fine materials.

The Engineer may permit manual mixing and/or laying of wet mix macadam where small quantity of wet mix macadam is to be executed. Manual mixing/laying in inaccessible/remote locations and in situations where use of machinery is not feasible can also be permitted. Where manual mixing/laying is intended to used, the same shall be done with the approval of the Engineer.

#### 406.3.5. Compaction:

After the mix has been laid to the required thickness, grade and crossfall/camber the same shall be uniformly compacted, to the full depth with suitable roller. If the thickness of single compacted layer does not exceed 100 mm, smooth wheel roller of 80 to 100 kN weight may be used. For a compacted single layer upto 200 mm, the compaction shall be done with the help of vibratory roller of minimum static weight of 80 to 100 kN or equivalent capacity roller. The speed of the roller shall not exceed 5 km/h.

In portions having unidirectional cross fall/super elevation, rolling shall commence from the lower edge and progress gradually towards the upper edge. Thereafter, roller should progress parallel to the centre line of the road, uniformly over-lapping each preceding track by at least one third width until the entire surface has been rolled. Alternate trips of the roller shall be terminated in stops at least 1 m away from any preceding stop.

In portions in camber, rolling should begin at the edge with the roller running forward and backward until the edges have been firmly compacted. The roller shall then progress gradually towards the centre parallel to the centre line of the road uniformly overlapping each of the preceding track by at least one third width until the entire surface has been rolled.

Any displacement occurring as a result of reversing of the direction of a roller or from any other cause shall be corrected at once as specified and/or removed and made good.

Along forms, kerbs, walls or other places not accessible to the roller, the mixture shall be thoroughly compacted with mechanical tampers or a plate compactor. Skin patching of an area without scarifying the surface to permit proper bonding of the added material shall not be permitted.

Rolling should not be done when the subgrade is soft or yielding or when it causes a wave-like motion in the sub-base/base course or subgrade. If irregularities develop during rolling which exceed 12 mm when tested with a 3 meter straight edge, the surface should be loosened and premixed material added or removed as required before rolling again so as to achieve a uniform surface conforming to the desired grade and cross fall. In no case should the use of unmixed material be permitted to make up the depressions.

Rolling shall be continued till the density achieved is at least 98 per cent of the maximum dry density for the material as determined by the method outlined in IS: 2720 (Part-8).

After completion, the surface of any finished layer shall be well-closed, free from movement under compaction equipment or any compaction planes, ridges, cracks and loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of the layer and recompact.

#### 406.3.6. Setting and drying

After final compaction of wet mix macadam course, the road shall be allowed to dry for 24 hours.

#### 406.4. OPENING TO TRAFFIC

No vehicular traffic shall be allowed on the finished wet mix macadam surface. Construction equipment may be allowed with the approval of the Engineer.

#### 406.5. SURFACE FINISH AND QUALITY CONTROL OF WORK

406.5.1. The surface finish of construction shall conform to the requirements of Clause 902.

406.5.2. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

### **409** CEMENT CONCRETE KERB

#### 408.1 SCOPE

This work shall consist of constructing cement concrete kerbs along the Footpath in conformity with the lines, levels and dimensions as specified in the drawings or as directed by the Engineer.

#### 408.2 MATERIALS

Kerbs shall be provided in cement concrete of grade M20 in accordance with clause 1700 of these specifications.

#### 408.3 TYPE OF CONSTRUCTION

These shall be cast-in-situ construction with suitable kerb casting machine in all situations except at locations where continuous casting with equipment is not practicable. In those situations pre-cast concrete blocks shall be used.

#### 408.4 EQUIPMENT

A continuous kerb casting equipment of adequate capacity and controls, capable of laying the kerbs in required cross-sections and procuring a well-compacted mass of concrete free of voids and honeycombs, shall be used.

#### 408.5 CONSTRUCTION OPERATION

408.5.1 Kerbs shall be laid on firm foundation of minimum 150mm concrete of M15 grade cast in situ or on extended width of pavement; the foundation shall have a projection of 50mm beyond the kerb stone. Before laying the foundation of lean concrete, the base shall be levelled and slightly watered to make it damp.

408.5.2 In the median portions in the straight reaches, the kerb shall be cast in continuous lengths. In the portions where footpath is provided and/or the slope of the carriageway is towards median (as in case of super elevated portions), there shall be sufficient gap/recess left in the kerb to facilitate drainage openings.

408.5.3 After laying the kerbs and just prior to hardening of the concrete, saw-cut grooves shall be provided at 5m intervals or as specified by the Engineer.

408.5.4 Kerbs on the drainage ends such as along the footpath or the median in super elevated portions shall be cast with monolithic concrete channels as indicated in drawings. The slope of the channel towards drainage pipes shall be ensured for efficient drainage of the road surface.

408.5.5 Vertical and horizontal tolerance with respect to true line and level shall be  $\pm 6\text{mm}$ .

408.6 MEASUREMENT FOR PAYMENT

408.6.1 Cement concrete kerb/kerb drains shall be measured in linear metre for the complete item of work.

408.7 RATES

The contract unit rates for cement concrete kerb/kerb drain and foundation for kerb shall be payment in full compensation for furnishing all materials, labour, tools, equipment for construction and other incidental cost necessary to complete the work.

**410** FOOTPATHS AND SEPARATORS

408.8 Scope

The work shall consist of constructing footpaths and/or separators at locations as specified in the drawings or as directed by the Engineer.

The lines, levels and dimensions shall be as per the drawings. The scope of the work shall include provision of all drainage arrangements as shown in the drawings or as directed by the Engineer.

408.9 Materials

The footpaths and separators shall be constructed with any of the following types:

a) Cast-in-situ cement concrete of Grade M 20 as per Section 1700 of the

Specifications. The minimum size of the panels shall be as specified in the drawings.

b) Precast cement concrete blocks and interlocking blocks/tiles of grade

not less than M 30 as per Section 1700 of the Specifications. The thickness and size of the cement concrete blocks or interlocking blocks/ tiles shall be as specified in the drawings.

c) Natural stone slab cut and dressed from stone of good and sound quality, uniform in texture, free from defects and at least equal to a sample submitted by the Contractor and approved by the Engineer.

The thickness and size of the natural stone slab shall be as specified in the drawings.

#### 408.10 Construction Operations

##### 408.10.1 Drainage pipes below the footpath originating from the kerbs shall be first

laid in the required slope and connected to the drains/sumps/storm water drain/drainage

chutes as per provisions of the drawings, or as specified.

##### 408.10.2 410.3.2 Portion on back side of kerbs shall be filled and compacted with granular

sub-base material as per Clause 401 of the Specifications in specified thickness.

408.10.3 The base for cast-in-situ cement concrete panels/ tiles/ nature stone slab shall be prepared and finished to the required lines, levels and dimensions as indicated in the drawings. Over the prepared base, precast concrete interlocking blocks/tiles/natural stone slabs and/or cast-in- situ slab shall be set/laid as described in Clauses 410.3.4 and 410.3.5.

##### 408.10.4 410.3.4 Tiles/Natural Stone Slabs

The blocks/tiles/slabs shall be set on a layer of average 12 mm thick cement-sand mortar (1 :3) laid on prepared base in such a way that there is no rocking. The gaps between the blocks/tiles/slabs shall not be more than 12 mm and shall be filled with cement-sand mortar (1 :3).

##### 408.10.5 410.3.5 Cast-in-5itu Cement Concrete

The panels of specified size shall be cast on the prepared base in panels of specified size in a staggered manner. Construction joints shall be provided as per Section 1700 of the Specifications.

408.10.6 410.3.6 Precast Concrete Blocks and Interlocking Concrete Block Pavements)

The precast concrete blocks and interlocking concrete block pavement shall be laid on a bedding of sand of thickness specified in the drawing. The grading of the sand layer shall be as in Table 400-16.

Table 400-16

IS Sieve Size	Percent Passing
9.52 mm	100
4.75 mm	95-100
2.36 mm	80-100
1.18 mm	50-95
600 micron	25-60
300 micron	10-30
150 micron	0-15
75 micron	0-10

The joints shall be filled with sand passing a 2.35 mm size with the grading as in

Table 400-17.

IS Sieve Size	Percent Passing
2.36 mm	100
1.18 mm	90-100
600 micron	60-90
300 micron	30-60
150 micron	15-30
75 micron	0-10

The bedding sand slightly moist, the moisture content being about 4 percent. The bedding sand shall be compacted by vibratory plate compactor .

. The blocks shall be laid to the levels indicated on the drawings and to the pattern directed by the Engineer. The surface tolerance shall be  $\pm 10$  mm with respect to the design level. The blocks shall be embedded using a hammer.

#### 408.11 Measurements for Payment

Footpaths and separators shall be measured in Sq.m between inside of kerbs. The edge restraint block and kerb shall be measured separately in linear meter. The items pertaining to drainage shall be measured separately.

#### 408.12 Rate

Contract unit rates shall be inclusive of full compensation for all labour, materials, tools equipment for footpaths including the base. Cost of providing pipes and arrangement for their discharge into appropriate drainage channels shall be incidental to the construction of footpaths.

### **502 PRIME COAT OVER GRANULAR BASE**

#### 401.8 SCOPE

This work shall consist of the application of a single coat of low viscosity liquid bituminous material to a porous granular surface preparatory to the superimposition of bituminous treatment or mix. The work shall be carried out on a previously prepared granular/ stabilized surface to Clause 501.8.

#### 401.9 Materials

401.9.1 The primer shall be cationic bitumen emulsion SS1 grade conforming Bto IS: 8887 or medium curing cutback bitumen conforming to IS:217 or as specified in the Contract.

401.9.2 Quantity of SS1 grade bitumen emulsion for various types of granular surface shall be as given in Table 500-3.

Table;- 500-3 Quantity of Bitumen Emulsion for Various Types of Granular Surfaces

Type of Surface	Rate of Spray (kg/sq.m)
WMM/WBM	0.7-1.0
Stabilized soil bases/Crusher Run Macadam	0.9-1.2

401.9.3 502.2.3 Cutback for primer shall not be prepared at the site. Type and quantity of cut back bitumen for various types of granular surface shall be as given in Table 500-4.

Table;- 500-4 Type and Quantity of Cutback Bitumen for Various Types of Granular Surface

Type of Surface	Type of Cutback	Rate of Spray (kg/sq.m)
WMM/WBM	MC 30	0.6-0.9
Stabilized soil bases/ Crusher Run Macadam	MC 70	0.9-1.2

401.9.4 The correct quantity of primer shall be decided by the Engineer and shall be such that it can be absorbed by the surface without causing run-off of excessive primer and to achieve desired penetration of about 8-10 mm.

#### 401.10 Weather and Seasonal Limitations

Primer shall not be applied during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 100C. Cutback bitumen as primer shall not be applied to a wet surface. Surfaces which are to receive emulsion primer should be damp, but no free or standing water shall be present. Surface can be just wet by very light sprinkling of water.

#### 401.11 Construction

##### 401.11.1 Equipment

The primer shall be applied by a self-propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures. Hand spraying shall not be allowed except in small areas, inaccessible to the distributor, or in narrow strips where "" primer shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.



#### 401.11.2 Preparation of Road Surface

The granular surface to be primed shall be swept clean by power brooms or mechanical sweepers and made free from dust. All loose material and other foreign material shall be removed completely. If soil/ moom binder has been used in the WBM surface, part of this should be brushed and removed to a depth of about 2 mm so as to achieve good penetration.

#### 401.11.3 Application of Bituminous Primer

After preparation of the road surface as per Clause 502.4.2, the primer shall be sprayed uniformly at the specified rate. The method for application of the primer will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar and speed of forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

No heating or dilution of SS1 bitumen emulsion shall be permitted at site. Temperature of cutback bitumen shall be high enough to permit the primer to be sprayed effectively through the jets of the spray and to cover the surface uniformly.

#### 401.11.4 Curing of Primer and Opening to Traffic

A primed surface shall be allowed to cure for at least 24 hours or such other higher period as is found to be necessary to allow all the moisture/volatiles to evaporate before any subsequent surface treatment or mix is laid. Any unabsorbed primer shall first be blotted with a light application of sand, using the minimum quantity possible. A primed surface shall not be opened to traffic other than that necessary to lay the next course.

#### 401.12 Quality Control of Work

For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

#### 401.13 Arrangements for Traffic

During construction operations, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

401.14 Measurement for Payment

Prime coat shall be measured in terms of surface area of application in square metres.

401.15 Rate

The contract unit rate for prime coat shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 401.7 (i) to (v) and as applicable to the work specified in these Specifications. Payment shall be made on the basis of the provision of prime coat at an application rate of quantity at 0.6 kg per square metre or at the rate specified in the Contract, with adjustment, plus or minus, for the variation between this quantity and the actual quantity approved by the Engineer after the preliminary trials referred to in Clause 502.4.3.

**503 TACK COAT**

502.1 SCOPE

The work shall consist of the application of a single coat of low viscosity liquid bituminous material to existing bituminous, cement concrete or primed granular surface preparatory to the superimposition of a bituminous mix, when specified in the Contract or as instructed by the Engineer. The work shall be carried out on a previously prepared surface in accordance with Clause 501.8.

502.2 Materials

The binder used for tack coat shall be either Cationic bitumen emulsion (RS 1) complying with IS:8887 or suitable low viscosity paving bitumen of VG 10 grade conforming to IS:73. The use of cutback bitumen RC:70 as per IS:217 shall be restricted only for sites at sub-zero temperatures or for emergency applications as directed by the Engineer. The type and grade of binder for tack coat shall be as specified in the Contract or as directed by the Engineer.

### 502.3 Weather and Seasonal Limitations

Bituminous material shall not be applied during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10°C. Where the tack coat consists of emulsion, the surface shall be slightly damp, but not wet. Where the tack coat is of cutback bitumen, the surface shall be dry.

### 502.4 Construction

#### 502.4.1 Equipment

The tack coat shall be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate. Hand spraying shall not be permitted except in small areas, inaccessible to the distributor, or narrow strips, shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.

#### 502.4.2 Preparation of Base

The surface on which the tack coat is to be applied shall be clean and free from dust, dirt, and any extraneous material, and be otherwise prepared in accordance with the requirements of Clause 501.B. The granular or stabilized surfaces shall be primed as per Clause 502. Immediately before the application of the tack coat, the surface shall be swept clean with a mechanical broom, and high pressure air jet, or by other means as directed by the Engineer.

#### 502.4.3 Application of Tack Coat

The application of tack coat shall be at the rate specified in Table 500-5, and it shall be applied uniformly. If rate of application of Tack Coat is not specified in the contract, then it shall be the rate specified in Table 500-5. No dilution or heating at site of RS1 bitumen emulsion shall be permitted. Paving bitumen if used for tack coat shall be heated to appropriate temperature in bitumen boilers to achieve viscosity less than 2 poise. The normal range of spraying temperature for a bituminous emulsion shall be 20°C to 70°C and for cutback, 50°C to 80°C. The method of application of tack coat will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar, and speed or forward movement. The Contractor shall demonstrate at a spraying trial, that the

equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

Table 500-5 : Rate of Application of Tack Coat

Type of Surface	Rate of Spray of Binder in Kg per sq. m
Bituminous surfaces	0.20 – 0.30
Granular surfaces treated with primer	0.25 – 0.30
Cement concrete pavement	0.30 – 0.35

#### 502.4.4 Curing of Tack Coat

The tack coat shall be left to cure until all the volatiles have evaporated before any subsequent construction is started. No plant or vehicles shall be allowed on the tack coat other than those essential for the construction.

#### 502.5 Quality Control of Work

For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

#### 502.6 Arrangements for Traffic

During construction operations, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

#### 502.7 Measurement for Payment

Tack coat shall be measured in terms of surface area of application in square metres.

#### 502.8 Rate

The contract unit rate for tack coat shall be payment in full for carrying out the required

operations including for all components listed in Clause 401.8 (i) to (v) and as applicable to the work specified in these Specifications. The rate shall cover the provision of tack coat, at 0.2 kg per square metre or at the rate specified in the Contract, with the provision that the variation between this quantity and actual

quantity of bitumen used will be assessed and the payment adjusted accordingly.

## **505 DENSE BITUMINOUS MACADAM**

### 504.1 Scope

The specification describes the design and construction procedure for Dense Bituminous Macadam, (DBM), for use mainly, but not exclusively, in base/binder and profile corrective courses. The work shall consist of construction in a single or multiple layers of DBM on a previously prepared base or sub-base. The thickness of a single layer shall be 50 mm to 100 mm.

### 504.2 Materials

#### 504.2.1 Bitumen

The bitumen shall be viscosity grade paving bitumen complying with the Indian Standard Specification IS:73, modified bitumen complying with Clause 501.2.1 or as otherwise specified in the Contract.

The type and grade of bitumen to be used shall be specified in the Contract.

#### 504.2.2 Coarse Aggregates

The coarse aggregates shall consist of crushed rock, crushed gravel or other hard material retained on 2.36 mm sieve. They shall be clean, hard, durable, of cubical shape, free from dust and soft or friable matter, organic or other deleterious substances. Where the Contractor's selected source of aggregates has poor affinity for bitumen, the Contractor shall produce test results that with the use of anti-stripping agents, the stripping value is improved to satisfy the specification requirements. The Engineer may approve such a source and as a condition for the approval of that source, the bitumen shall be treated with an approved anti-stripping agent, as per the manufacturer's recommendations, at the cost of the Contractor. The aggregates shall satisfy the requirements specified in Table 500-8.

Where crushed gravel is proposed for use as aggregate, not less than 90 percent by weight of the crushed material retained on the 4.75 mm sieve shall have at least two fractured faces.

### 504.2.3 Fine Aggregates

Fine aggregates shall consist of crushed or naturally occurring mineral material, or a

combination of the two, passing the 2.36 mm sieve and retained on the 75 micron sieve. These shall be clean, hard, durable, dry and free from dust, and soft or friable matter, organic or other deleterious matter. Natural sand shall not be allowed in binder courses. However, natural sand upto 50 percent of the fine aggregate may be allowed in base courses. The fine aggregate shall have a sand equivalent value of not less than 50 when tested in accordance with the requirement of IS:2720 (Part 37). The plasticity index of the fraction passing the in 0.425 mm sieve shall not exceed 4, when tested in accordance with IS:2720 (Part 5).

### 504.2.4 Filler

Filter shall consist of finely divided mineral matter such as rock dust, hydrated lime or

cement approved by the Engineer. The filler shall be graded within the limits indicated in Table 500-9. The filler shall be free from organic impurities and have a plasticity Index not greater than 4. The Plasticity Index requirement shall not apply if filler is cement or lime. Where the aggregates fail to meet the requirements of the water sensitivity test in Table 500-8, then 2 percent by total weight of aggregate, of hydrated lime shall be used and percentage of fine aggregate reduced accordingly.

### 504.2.5 Aggregate Grading and Binder Content

504.2.5.1. When tested in accordance with IS:2386 Part 1 (wet sieving method), the combined grading of the coarse and fine aggregates and filler for the particular mixture shall fall within the limits given in Table 500-10 for grading 1 or 2 as specified in the Contract. To avoid gap grading, the combined aggregate gradation shall not vary from the lower limit on one sieve to higher limit on the adjacent sieve.

Table 500-8 : Physical Requirements for Coarse Aggregate for Dense Bituminous Macadam

Property	Test	Specification	Method of Test
Cleanliness (dust)	Grain size analysis	Max 5% passing 0.075 mm sieve	IS:2386 Part I
Particle shape	Combined Flakiness and Elongation Indices*	Max 35%	IS:2386 Part I
Strength	Los Angeles Abrasion Value or Aggregate Impact Value	Max 35% Max 27%	IS:2386 Part IV
Durability	Soundness either : Sodium Sulphate or Magnesium Sulphate	Max 12% Max 18%	IS:2386 Part V
Water Absorption	Water Absorption	Max 2%	IS:2386 Part III
Stripping	Coating and Stripping of Bitumen Aggregate Mix	Minimum retained coating 95%	IS:6241
Water Sensitivity	Retained Tensile Strength**	Min. 80%	AASHTO 283

elongated particles divided by total non-flaky particles. The values of flakiness index and elongation index so found are added up.

If the minimum retained tensile test strength falls below 80 percent, use of anti tripping agent is recommended to meet the requirement.

Table 500-9 : Grading Requirements for Mineral Filler

IS sieve (mm)	Cumulative Percent Passing by Weight of Total Aggregate
0.6	100
0.3	95 – 100
0.075	85 – 100

Table 500-10 : Composition of Dense Graded Bituminous macadam

Grading	1	2
Nominal aggregate size*	37.5 mm	26.5 mm
Layer thickness	75 – 100 mm	50 – 75 mm
IS Sieve <sup>1</sup> (mm)	Cumulative % by weight of total aggregate passing	
45	100	
37.5	95 – 100	100
26.5	63-93	90-100
19	–	71-95
13.2	55-75	56-80
9.5	–	–
4.75	38-54	38-54
2.36	28-42	28-42
1.18	–	–
0.6	–	–
0.3	7 – 21	7 – 21
0.15	–	–
0.075	2 – 8	2-8
Bitumen content % by mass of total mix	Min 4.0**	Min 4.5**

\* The nominal maximum particle size is the largest specified sieve size upon which any of the aggregate is retained

\*\* Corresponds to specific gravity of aggregates being 2.7. In case aggregate have specific gravity more than 2.7, the minimum bitumen content can be reduced proportionately. Further the region where highest daily mean air temperature is 3aoC or lower and lowest daily air temperature is - 1 aoc or lower, the bitumen content may be increased by 0.5 percent.

504.2.5.2. Bitumen content indicated in Table 500-10 is the minimum quantity. The quantity shall be determined in accordance with Clause 505.3.

#### 504.3 Mix Design

The bitumen content required shall be determined following the Marshall mix design

procedure contained in Asphalt Institute Manual MS-2.

The Fines to Bitumen (FIB) ratio by weight of total mix shall range from 0.6 to 1.2.



### 504.3.1 Requirements for the Mix

Apart from conformity with the grading and quality requirements for individual ingredients, the mixture shall meet the requirements set out in Table 500-11.

Table 500-11 : Requirements for Dense Graded Bituminous Macadam

Properties	Viscosity Grade Paving Bitumen	Modified bitumen		Test Method
		Hot climate	Cold climate	
Compaction level	75 blows on each face of the specimen			
Minimum stability (kN at 600C)	9.0	12.0	10.0	AASHTO T245
Marshall flow (mm)	2 – 4	2.5 – 4	3.5 – 5	AASHTO T245
Marshall Quotient $\left(\frac{\text{Stability}}{\text{Flow}}\right)$	2 – 5	2.5 – 5		MS-2 and ASTM D2041
% air voids	3 – 5			
% Voids Filled with Bitumen (VFB)	65 – 75			
Coating of aggregate particle	95% minimum			IS:6241
Tensile Strength ratio	80% Minimum			AASHTO T 283
% Voids in Mineral Aggregate (VMA)	Minimum percent voids in mineral aggregate (VMA) are set out in Table 500-13			

### 504.3.2 Binder Content

The binder content shall be optimized to achieve the requirements of the mix set out in

Table 500-11. The binder content shall be selected to obtain 4 percent air voids in the mix design. The Marshall method for determining the optimum binder content shall be adopted as described in the Asphalt Institute Manual MS-2.

Where maximum size of the aggregate is more than 26.5 mm, the modified Marshall method using 150 mm diameter specimen described in MS-2 and ASTM D 5581 shall be used. This method requires modified equipment and procedures. When the modified Marshall test is used, the specified minimum stability values in Table 500-12 shall be multiplied by 2.25, and the minimum flow shall be 3 mm.

Table 500-12 : Minimum Percent Voids In Mineral Aggregate (VMA)

Nominal Maximum Particle Size <sup>1</sup> (mm)	Minimum VMA Percent Related to Design Percentage Air voids		
	3.0	4.0	5.0
26.5	11.0	12.0	13.0
37.5	10.0	11.0	12.0

### 504.3.3 Job Mix Formula

The Contractor shall submit to the Engineer for approval at least 21 days before the start the work, the job mix formula proposed for use in the works, together with the following details:

- i) Source and location of all materials;
- ii) Proportions of all materials expressed as follows:
  - a) Binder type, and percentage by weight of total mix;
  - b) Coarse aggregate/Fine aggregate/Mineral filler as percentage by weight of total aggregate including mineral filler;
- iii) A single definite percentage passing each sieve for the mixed aggregate;
- iv) The individual grading of the individual aggregate fraction, and the proportion of each in the combined grading;
- v) The results of mix design such as maximum specific gravity of loose mix (G<sub>mm</sub>), compacted specimen densities, Marshall stability, flow, air voids, VMA, VFB and related graphs and test results of AASHTO T 283 Moisture susceptibility test;
- vi) Where the mixer is a batch mixer, the individual weights of each type of aggregate, and binder per batch;
- vii) Test results of physical characteristics of aggregates to be used;
- viii) Mixing temperature and compacting temperature.

While establishing the job mix formula, the Contractor shall ensure that it is based on a correct and truly representative sample of the materials that will

actually be used in the work and that the mix and its different ingredients satisfy the physical and strength requirements of these Specifications.

Approval of the job mix formula shall be based on independent testing by the Engineer for which samples of all ingredients of the mix shall be furnished by the Contractor as required by the Engineer.

The approved job mix formula shall remain effective unless and until a revised Job Mix

Formula is approved. Should a change in the source of materials be proposed, a new job mix formula shall be forwarded by the Contractor to the Engineer for approval before the placing of the material.

#### 504.3.4 Plant Trials - Permissible *Variation* in Job Mix Formula

Once the laboratory job mix formula is approved, the Contractor shall carry out plant trials to establish that the plant can produce a uniform mix conforming to the approved

job mix formula. The permissible variations of the individual percentages of the various

ingredients in the actual mix from the job mix formula to be used shall be within the limits as specified in Table 500-13 and shall remain within the gradation band. These variations are intended to apply to individual specimens taken for quality control tests in accordance with Section 900.

Table 500-13 : Permissible Variations in the Actual Mix from the Job Mix Formula

Description	Base/binder Course
Aggregate passing 19 mm sieve or larger	± 8%
Aggregate passing 13.2 mm, 9.5 mm	± 7%
Aggregate passing 4.75 mm	± 6%
Aggregate passing 2.36 mm, 1.18 mm, 0.6 mm	± 5%
Aggregate passing 0.3 mm, 0.15 mm	± 4%
Aggregate passing 0.075 mm	± 2%
Binder content	± 0.3%
Mixing temperature	± 10°C

#### 504.3.5 Laying Trials

Once the plant trials have been successfully completed and approved, the Contractor shall carry out laying trials, to demonstrate that the proposed mix can be successfully laid and compacted all in accordance with Clause 501. The laying trial shall be carried out on a suitable area which is not to form part of the works. The area of the laying trials shall be a minimum of 100 sq.m of construction similar to that of the project road, and it shall be in all respects, particularly compaction, the same as the project construction, on which the bituminous material is to be laid.

The Contractor shall previously inform the Engineer of the proposed method for laying and compacting the material. The plant trials shall then establish if the proposed laying plant, compaction plant, and methodology is capable of producing satisfactory results. The density of the finished paving layer shall be determined by taking cores, no sooner than 24 hours after laying, or by other approved method. The compacted layers of Dense Graded Bituminous Macadam (DBM) shall have a minimum field density equal to or more than 92% of the density based on theoretical maximum specific gravity (G<sub>mm</sub>) obtained on the day of compaction in accordance with ASTM D 2041.

Once the laying trials have been approved, the same plant and methodology shall be applied to the laying of the material on the project, and no variation of either shall be acceptable, unless approved in writing by the Engineer, who may at his discretion require further laying trials.

#### 504.4 Construction Operations

#### 504.4.1 Weather and Seasonal Limitations

The provisions of Clause 501.5.1 shall apply.

#### 504.4.2 Preparation of Base

The base on which Dense Graded Bituminous Material is to be laid shall be prepared in accordance with Clauses 501 and 902 as appropriate, or as directed by the Engineer.

#### 504.4.3 Geosynthetics

Where Geosynthetics are specified in the Contract, this shall be in accordance with the requirements stated in Clause 703.

#### 504.4.4 Stress Absorbing Layer

Where a stress absorbing layer is specified in the Contract, this shall be applied in accordance with the requirements of Clause 517.

#### 504.4.5 Prime Coat

Where the material on which the dense bituminous macadam is to be laid is other than a bitumen bound layer, a prime coat shall be applied, as specified, in accordance with the provisions of Clause 502, or as directed by the Engineer.

#### 504.4.6 Tack Coat

Where the material on which the dense bituminous macadam is to be laid is either bitumen bound layer or primed granular layer, tack coat shall be applied, as specified, in accordance with the provisions of Clause 503, or as directed by the Engineer.

#### 504.4.7 Mixing and Transportation of the Mix

The provisions as specified in Clauses 501.3 and 501.4 shall apply. Table 500-2 gives the mixing, laying and rolling temperature for dense mixes using viscosity grade bitumen. In case of modified bitumen, the temperature of mixing and compaction shall be higher than the mix with viscosity grade bitumen. The exact temperature depends upon the type and amount of modifier used and shall be

adopted as per the recommendations of the manufacturer. In order to have uniform quality, the plant shall be calibrated from time to time.

#### 504.4.8 Spreading

The provisions of Clauses 501.5.3 and 501.5.4 shall apply.

#### 504.4.9 Rolling

The general provisions of Clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials. The compaction process shall be carried out by the same plant, and using the same method, as approved in the laying trials, which may be varied only with the express approval of the Engineer in writing.

#### 504.5 Opening to Traffic

It shall be ensured that the traffic is not allowed without the approval of the Engineer in writing, on the surface until the dense bituminous layer has cooled to the ambient temperature.

#### 504.6 Surface Finish and Quality Control of Work

The surface finish of the completed construction shall conform to the requirements of

Clause 902. All materials and workmanship shall comply with the provisions set out in

Section 900 of these Specifications.

#### 504.7 Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

#### 504.8 Measurement for Payment

Dense Graded Bituminous Materials shall be measured as finished work either in cubic

metres, tonnes or by the square metre at a specified thickness as indicated in the Contract drawings, or documents, or as otherwise directed by the Engineer.

#### 504.9 Rate

The contract unit rate for Dense Graded Bituminous Macadam shall be payment in full for carrying out all the required operations as specified and shall include, to all components listed in Clause 501.8.8.2. The rate shall include the provision of bitumen, at 4 percent and 4.5 percent by weight of the total mixture for grading 1 and grading 2 respectively. The variation in actual percentage of bitumen used shall be assessed and the payment adjusted plus or minus accordingly.

### **507 BITUMINOUS CONCRETE**

#### 507.1 Scope

This work shall consist of construction of Bituminous Concrete, for use in wearing and profile corrective courses. This work shall consist of construction in a single layer of bituminous concrete on a previously prepared bituminous bound surface. A single layer shall be 30 mm/40 mm/50 mm thick.

#### 504.9.1 Bitumen

The bitumen shall conform to Clause 504.2.1.

#### 504.9.2 Coarse Aggregates

The coarse aggregates shall be generally as specified in Clause 504.2.2, except that the aggregates shall satisfy the physical requirements of Table 500-16 and where crushed ravel

is proposed for use as aggregate, not less than 95 percent by weight of the crushed material retained on the 4.75 mm sieve shall have at least two fractured faces.

**Table 500-16 : Physical Requirements for Coarse Aggregate for Bituminous Concrete**

<b>Property</b>	<b>Test</b>	<b>Specification</b>	<b>Method of Test</b>
Cleanliness (dust)	Grain size analysis	Max 5% passing 0.075 mm sieve	IS:2386 Part I
Particle shape	Combined Flakiness and Elongation Indices	Max 35%	IS:2386 Part I
Strength	Los Angeles Abrasion Value or Aggregate Impact Value	Max 30% Max 24%	IS:2386 Part IV
Durability	Soundness either:Sodium Sulphate or Magnesium Sulphate	Max 12% Max 18%	IS:2386 Part V
Polishing	Polished Stone Value	Min 55	BS:812-114
Water Absorption	Water Absorption	Max 2%	IS:2386 Part III
Stripping	Coating and Stripping of Bitumen Aggregate Mix	Minimum retained coating 95%	IS:6241
Water Sensitivity	Retained Tensile Strength*	Min 80%	AASHTO 283

\* If the minimum retained tensile test strength falls below 80 percent, use of anti stripping agent is recommended to meet the requirement.

#### 504.9.3 Fine Aggregates

The fine aggregates shall be all as specified in Clause 505.2.3.

#### 504.9.4 Filler

Filler shall be as specified in Clause 505.2.4.

#### 504.9.5 Aggregate Grading and Binder Content

When tested in accordance with IS:2386 Part 1 (Wet grading method), the combined rading of the coarse and fine aggregates and filler shall fall within the limits shown in Table 500-17. The grading shall be as specified in the Contract.



Table 500-17 : Composition of Bituminous Concrete Pavement Layers

Grading	1	2
Nominal aggregate size*	19 mm	13.2 mm
Layer thickness	50 mm	30-40 mm
IS Sieve <sup>1</sup> (mm)	Cumulative % by weight of total aggregate passing	
45		
37.5		
26.5	100	
19	90-100	100
13.2	59-79	90-100
9.5	52-72	70-88
4.75	35-55	53-71
2.36	28-44	42-58
1.18	20-34	34-48
0.6	15-27	26-38
0.3	10-20	18-28
0.15	5-13	12-20
0.075	2-8	4-10
Bitumen content % by mass of total mix	Min 5.2*	Min 5.4**

Notes:

- \* The nominal maximum particle size is the largest specified sieve size up on which any of the aggregate is retained.
- \*\* Corresponds to specific gravity of aggregate being 2.7. In case aggregate have specific gravity more than 2.7, the minimum bitumen content can be reduced proportionately. Further the region where highest daily mean air temperature is 30°C or lower and lowest daily air temperature is - 1 DoC or lower, the bitumen content may be increased by 0.5 percent.

507.2 Mix Design

504.1.1 Requirements for the Mix

Clause 505.3.1 shall apply.

504.1.2 Binder Content

Clause 505.3.2 shall apply.

504.1.3 Job Mix Formula

Clause 505.3.3 shall apply.

#### 504.1.4 Plant Trials - Permissible Variation in Job Mix Formula

The requirements for plant trials shall be as specified in Clause 505.3.4, and permissible limits for variation as given in Table 500-18.

**Table 500-18 : Permissible Variations in Plant Mix from the Job Mix Formula**

Description	Permissible Variation
Aggregate passing 19 mm sieve or larger	± 7%
Aggregate passing 13.2 mm, 9.5 mm	± 6%
Aggregate passing 4.75 mm	± 5%
Aggregate passing 2.36 mm, 1.18 mm, 0.6 mm	± 4%
Aggregate passing 0.3 mm, 0.15 mm	± 3%
Aggregate passing 0.075 mm	± 1.5%
Binder content	± 0.3%
Mixing temperature	± 10°C

#### 504.1.5 Laying Trials

The requirements for laying trials shall be as specified in Clause 505.3.5. The compacted layers of bituminous concrete (BC) shall have a minimum field density equal to or more than 92 percent of the average theoretical maximum specific gravity (G ) obtained on the day of . mm compaction in accordance with ASTM 02041.

#### 507.3 Construction Operations

##### 507.4.1 Weather and Seasonal Limitations

The provisions of Clause 501.5.1 shall apply.

##### 507.4.2 Preparation of Base

The surface on which the bituminous concrete is to be laid shall be prepared in accordance with Clauses 501 and 902 as appropriate, or as directed by the Engineer. The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air. In locations where a mechanical broom cannot get access, other approved methods shall be used as directed by the Engineer.

##### 507.4.3 Geosynthetics

Where Geosynthetics are specified in the Contract, this shall be in accordance with the requirements stated in Clause 703.

#### 507.4.4 Stress Absorbing Layer

Where a stress absorbing layer is specified in the Contract, this shall be applied in accordance with the requirements of Clause 517.

#### 507.4.5 Tack Coat

The provisions as specified in Clause 504.4.6 shall apply.

#### 507.4.6 Mixing and Transportation of the Mix

The provisions as specified in Clauses 501.3, 501.4 and 504.4.7 shall apply.

#### 507.4.7 Spreading

The general provisions of Clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials.

#### 507.4.8 Rolling

The general provisions of Clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials.

#### 507.5 Opening to Traffic

Provisions in Clause 504.5 shall apply.

#### 507.6 Surface Finish and Quality

The surface finish of the completed construction shall conform to the requirements of Clause 902. All materials and workmanship shall comply with the provisions set out in Section 900 of these Specifications.

#### 507.7 Control Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

#### 507.8 Measurement for Payment

The measurement shall be as specified in Clause 505.8.

#### 507.9 Rate

The contract unit rate shall be all as specified in Clause 504.9, except that the rate shall include the provision of bitumen at 5.2 percent & 5.4 percent for grading 1 and grading 2 by weight of total mix respectively. The variation in actual percentage of bitumen used will be assessed and the payment adjusted plus and minus accordingly.

#### 504.2 General

The materials supplied and the works carried out by the Contractor shall conform to the specifications prescribed in the Clauses for the relevant items of work.

For ensuring the requisite quality of construction, the materials and works shall be subjected to quality control tests, as described hereinafter. The testing frequencies set forth are the desirable minimum and the Engineer shall have the full authority to carry out additional tests as frequently as he may deem necessary, to satisfy himself that the materials and works comply with the appropriate specifications. However, the number of tests recommended in Tables 900-3 and 900-4 may be reduced at the discretion of the Engineer if it is felt that consistency in the quality of materials can still be maintained with the reduced number of tests.

Test procedures for the various quality control tests are indicated in the respective Sections of these Specifications or for certain tests within this Section. Where no specific testing procedure is mentioned, the tests shall be carried out as per the prevalent accepted engineering practice to the directions of the Engineer.

Table 900-3 : Control Tests and their Minimum Frequency for Sub-Bases and Bases

S. No.	Type of Construction	Test	Frequency (min.)
1)	Granular	i) Gradation ii) Atterberg limits iii) Moisture content prior to compaction iv) Density of compacted layer v) Deleterious constituents vi) CBR	One test per 400 cu.m One test per 400 cu.m One test per 400 cu.m One test per 1000 sq.m As required As required
2)	Lime/Cement Stabilised Soil Sub-base	i) Quality of lime/ cement ii) Lime/Cement content iii) Degree of pulverization iv) CBR or Unconfined Compressive Strength test on a set of 3 specimens v) Moisture content prior to compaction vi) Density of compacted layer vii) Deleterious constituents	One test for each consignment subject to a minimum of one test per 5 tonnes Regularly, through procedural checks Periodically as considered necessary As required One set of two tests per 500 sq.m One set of two tests per 500 sq.m As required
3)	Water Bound Macadam	i) Aggregate Impact Value ii) Grading of aggregate iii) Combined Flakiness and Elongation Indices iv) Atterberg limits of binding material v) Atterberg limits of screenings	One test per 1000 cu.m of aggregate One test per 250 cu.m One test per 500 cu.m of aggregate One test per 50 cu.m of binding material One test per 100 cu.m of aggregate
4)	Wet Mix Macadam	i) Aggregate Impact Value ii) Grading of aggregate iii) Combined Flakiness and Elongation Indices iv) Atterberg limits of portion of aggregate passing 425 micron sieve v) Density of compacted layer	One test per 1000 cu.m of aggregate One test per 200 cu.m of aggregate One test per 500 cu.m of aggregate One test per 200 cu.m of aggregate One set of three tests per 1000 sq.m

Table 900-4: Control Tests for Bituminous Works and their Minimum Frequency

5)	Dense Bituminous Macadam/Bituminous Concrete	i)	Quality of binder	Number of samples per lot and tests as per IS:73 or IRC:SP:53, IS:15462
		ii)	Aggregate Impact Value/ Los Angeles Abrasion Value	One test per 350 cu.m of aggregate for each source and whenever there is change in the quality of aggregate
		iii)	Flakiness and Elongation Indices	One test per 350 cu.m of aggregate for each source and whenever there is change in the quality of aggregate
		iv)	Soundness test (Sodium or Magnesium Sulphate test)	One test for each source and whenever there is change in the quality of aggregate
		v)	Water absorption of aggregates	One test for each source and whenever there is change in the quality of aggregate
		vi)	Sand equivalent test	One test for each source and whenever there is change in the quality of aggregate
		vii)	Plasticity Index	One test for each source and whenever there is change in the quality of aggregate
		viii)	Polished stone value	One test for each source and whenever there is change in the quality of aggregate
		ix)	Percentage of fractured face	One test per 350 cu.m of aggregate when crushed gravel is used
		x)	Mix grading	One set for individual constituent and mixed aggregate from dryer for each 400 tonnes of mix subject to minimum of two tests per day per plant
		xi)	Stability and voids analysis of mix including theoretical maximum specific of loose mix	Three tests for stability, flow value, density and void contents for each 400 tonnes of mix subject to minimum of two tests per day per plant
		xii)	Moisture Susceptibility of mix (AASHTO T263)	One test for each mix type whenever there is change in the quality or source of coarse or fine aggregate
		xiii)	Temperature of binder in boiler, aggregate in dryer and mix at the time of laying and compaction	At regular intervals
		xiv)	Binder content	One set for each 400 tonnes of mix subject to minimum of two tests per day per plant
		xv)	Rate of spread of mix material	After every 5 <sup>th</sup> truck load
		xvi)	Density of Compacted layer	One test per 700 sq.m area

## **800 TRAFFIC SIGNS, MARKINGS AND OTHER ROAD APPURTENANCES**

Please refer to Clause 800 Traffic Signs, Markings and other road appurtenances, "in Specifications for road and bridge works", (Fifth Revision) Ministry of Road Transport and Highways, Published by Indian Road Congress, New Delhi 2013.

### 401.1 Hot Applied Thermoplastic Road Marking

#### 401.1.1 Thermoplastic Material

#### 305.2.1.1 General

The thermoplastic material shall be homogeneously composed of aggregate, pigment, resins and glass reflectorizing beads. The colour of the compound shall be white or yellow (IS colour No. 356) as specified in the drawings or as directed by the Engineer.

#### 305.2.1.2 Requirements:

- i. Composition: The pigment, beads, and aggregate shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt and foreign objects and shall comply with requirements indicated in Table 800-9.

Table 800-9 : Proportions of Constituents of Marking Material (Percentage by Weight)

<b>Component</b>	<b>White</b>	<b>Yellow</b>
Binder	18.0 min.	18.0 min.
Glass Beads	30-30	30-30
Titanium Dioxide	10.0 min.	--
Calcium Carbonate and Inert Fillers	42.0 max.	See Note below
Yellow Pigments	--	See Note below

**Note:** Amount of yellow pigment, calcium carbonate and inert fillers shall be at the option of the manufacturer, provided all other requirements of this Specification are met.

- ii. Properties: The properties of thermoplastic material, when tested in accordance with ASTM D36/BS-3262-(Part I), shall be as below:
  - a) luminance:  
White: Daylight luminance at 45°-65 percent min. as per AASHTO M249  
Yellow: Daylight luminance at 45°-45 percent min. as per AASHTO M 249
  - b) Drying time: When applied at a temperature specified by the manufacturer and to the required thickness, the material shall set to bear traffic in not more than 15 minutes.

- c) Skid resistance: not less than 45 as per BS:6044.
  - d) Cracking resistance at low temperature: The material shall show no cracks on application to concrete blocks.
  - e) Softening point:  $102.5^{\circ}\text{C} \pm 9.5^{\circ}\text{C}$  as per ASTM D 36.
  - f) Yellowness index (for white thermoplastic paint): not more than 0.12 as per AASHTO M 249
- iii. Storage life : The material shall meet the requirements of these Specifications for a period of one year. The thermoplastic material must also melt uniformly with no evidence of skins or unmelted particles for the one year storage period. Any material not meeting the above requirements shall be replaced by the manufacturer/supplier/Contractor.
  - iv. Reflectorisation: Shall be achieved by incorporation of beads, the grading and other properties of the beads shall be as specified in Clause 803.4.2.
  - v. Marking: Each container of the thermoplastic material shall be clearly and indelibly marked with the following information:
    - 1) The name, trade mark or other means of identification of manufacturer
    - 2) Batch number
    - 3) Date of manufacture
    - 4) Colour (white or yellow)
    - 5) Maximum application temperature and maximum safe heating temperature.
  - vi. Sampling and Testing: The thermoplastic material shall be sampled and tested in accordance with the appropriate ASTM/BS method. The Contractor shall furnish to the Engineer a copy of certified test reports from the manufacturers of the thermoplastic material showing results of all tests specified herein and shall certify that the material meets all requirements of this Specification.

#### 401.1.2 Reflectorizing Glass Beads

##### 305.2.2.1 General

This Specification covers two types of glass beads to be used for the production of reflectorised pavement markings.

Type 1 beads are those which are a constituent of the basic thermoplastic compound vide Table 800-9 and Type 2 beads are those which are to be sprayed on the surface vide Clause 803.6.4.

##### 305.2.2.2 The glass beads shall be transparent, colourless and free from milkiness,



dark particles and excessive air inclusions. These shall conform to the requirements spelt out in Clause 803.4.2.3.

305.2.2.3 Specific Requirements

- a. Gradation: The glass beads shall meet the gradation requirements for the two types as given in Table 800-10.

Table 800-10: Gradation Requirements for Glass Beads

Sieve Size	Percent Retained	
	Type 1	Type 2
1.18 mm	0 to 3	
850 micron	5 to 20	0 to 5
600 micron	--	5 to 20
425 micron	65 to 95	--
300 micron	--	30 to 75
180 micron	0-10	10 to 30
Below 180 micron	--	0 to 15

- b. Roundness: The glass beads shall have a minimum of 70 percent true spheres.
- c. Refractive index: The glass beads shall have a minimum refractive index of 1.50.
- d. Free flowing properties: The glass beads shall be free of hard lumps and clusters and shall dispense readily under any conditions suitable for paint striping. They shall pass the free flow-test.

305.2.2.4 Test Methods

The specific requirements shall be tested with the following methods:

- i. Free-flow test: Spread 100 grams of beads evenly in a 100 mm diameter glass dish. Place the dish in a 250 mm inside diameter dessicator which is filled within 25 mm of the top of a dessicator plate with sulphuric acid water solution (specific gravity 1.10). Cover the dessicator and let it stand for 4 hours at 20°C to 29°C. Remove sample from dessicator, transfer beads to a pan and inspect for lumps or clusters. Then pour beads into a clean, dry glass funnel having a 100 mm stem and 6 mm orifice. If necessary, initiate flow by lightly tapping the funnel. The glass spheres shall be free of lumps and clusters and shall flow freely through the funnel.
- ii. The requirements of gradation, roundness and refractive index of glass beads and the amount of glass beads in the compound shall be tested as per BS:6088 and BS:3262 (Part I).
- iii. The Contractor shall furnish to the Engineer a copy of certified test reports from the manufacturer of glass beads obtained from a reputed laboratory showing

results of all tests specified herein and shall certify that the material meets all requirements of these Specifications. However, if so required, these tests may be carried out as directed by the Engineer.

#### 401.1.3 Application Properties of Thermoplastic Material

305.2.3.1 The thermoplastic material shall readily get screeded /extruded at temperatures specified by the manufacturers for respective method of application to produce a line of specified thickness which shall be continuous and uniform in shape having clear and sharp edges.

305.2.3.2 The material upon heating to application temperatures shall not exude fumes, which are toxic, obnoxious or injurious to persons or property.

#### 401.1.4 Preparation

- i. The material shall be melted in accordance with the manufacturer's instructions in a heater with a mechanical stirrer to give a smooth consistency to the thermoplastic material to avoid local overheating. The temperature of the mass shall be within the range specified by the manufacturer, and shall on no account be allowed to exceed the maximum temperature stated by the manufacturer. The molten material should be used as expeditiously as possible and for thermoplastic material which has natural binders or is otherwise sensitive to prolonged heating, the material shall not be maintained in a molten condition for more than 4 hours.
- ii. After transfer to the laying equipment, the material shall be maintained within the temperature range specified by the manufacturer for achieving the desired consistency for laying.

#### 401.2 Reflectorised Paint

Reflectorised paint, if used, shall conform to the Specification by the manufacturers and approved by the Engineer. Reflectorising glass beads for reflectorising paints where used shall conform to the requirements of Morth Clause 803.4.2.

#### 401.3 Application

401.3.1 Marking shall be done by machine. For locations where painting cannot be done by machine, approved manual methods shall be used with prior approval of the Engineer. The Contractor shall maintain control over traffic while painting operations are in progress so as to cause minimum inconvenience to traffic compatible with protecting the workmen.

401.3.2 Where the compound is to be applied to cement concrete pavement, a sealing primer as recommended by the manufacturer, shall be applied to the

pavement in advance of placing of the stripes to ensure proper bonding of the compound. On new concrete surface any laitance and/or curing compound shall be removed before the markings are applied.

401.3.3 The thermoplastic material shall be applied hot either by screeding or extrusion process. After transfer to the laying apparatus, the material shall be laid at a temperature within the range specified by the manufacturer for the particular method of laying being used. The paint shall be applied using a screed or extrusion machine.

401.3.4 The pavement temperature shall not be less than 10°C during application. All surfaces to be marked shall be thoroughly cleaned of all dust, dirt, grease, oil and all other foreign matter before application of the paint.

The material, when formed into traffic stripes, must be readily renewable by placing an overlay of new material directly over an old line. Such new material shall so bond itself to the old line that no splitting or separation takes place.

Thermoplastic paint shall be applied in intermittent or continuous lines of uniform thickness of at least 2.5 mm unless specified otherwise. Where arrows or letters are to be provided, thermoplastic compound may be hand-sprayed. In addition to the beads included in the material, a further quantity of glass beads of Type 2, conforming to the above noted Specification shall be sprayed uniformly into a mono-layer on to the hot paint line in quick succession of the paint spraying operation. The glass beads shall be applied at the rate of 250 grams per square metre area.

401.3.5 The minimum thickness specified is exclusive of surface applied glass beads. The method of thickness measurement shall be in accordance with Appendices Band C of BS:3262 (Part 3).

401.3.6 The markings shall be done to accuracy within the tolerances given below:

- i. Width of lines and other markings shall not deviate from the specified width by more than 5 percent.
- ii. The position of lines, letters, figures, arrows and other markings shall not deviate from the position specified by more than 20 mm
- iii. The alignment of any edge of a longitudinal line shall not deviate from the specified alignment by more than 10 mm in 15 m.

- iv. The length of segment of broken longitudinal lines shall not deviate from the specified length by more than 150 mm.

In broken lines, the length of segment and the gap between segments shall be as indicated on the drawings; if these lengths are altered by the Engineer, the ratio of the lengths of the painted sections shall remain the same.

#### 401.3.7 Properties of Finished Road Markings

The finished lines shall be free from ruggedness on sides and ends and be parallel to the general alignment of the carriageway. The upper surface of the lines shall be level, uniform and free from streaks.

- a) The stripe shall not be slippery when wet.
- b) The marking shall not lift from the pavement in freezing weather.
- c) After application and proper drying, the stripe shall show no appreciable deformation or discoloration under traffic and under road temperatures upto 60°C.
- d) The marking shall not deteriorate by contact with sodium chloride, calcium chloride or oil dripping from traffic.
- e) The stripe or marking shall maintain its original dimensions and position. Cold ductility of the material shall be such as to permit normal movement with the road surface without chopping or cracking.
- f) The colour of yellow marking shall conform to IS Colour No. 356 as given in IS:164

#### 401.3.8 Measurements for Payment

305.2.3.3 The painted markings shall be measured in sq. metres of actual area marked (excluding the gaps, if any).

305.2.3.4 8 In respect of markings like directional arrows and lettering, etc., the

#### 401.3.9 Rate

The Contract unit rate for road markings shall be payment in full compensation for furnishing all labour, materials, tools, equipment, including all incidental costs necessary for carrying out the work at the site conforming to these Specifications complete as per the approved drawing(s) or as directed by the Engineer and all

other incidental costs necessary to complete the work to these Specifications.

Measurement shall be by numbers.

### **803 REFLECTIVE PAVEMENT MARKERS (ROAD STUDS)**

#### 401.4 Scope

The work shall cover the providing and fixing of reflective pavement marker (RPM) or road stud, a device which is bonded to or anchored within the road surface, for lane marking and delineation for night-time visibility, as specified in the Contract.

#### 401.5 Material

401.5.1 Plastic body of RPM/road stud shall be moulded from ASA (Acrylic Styrene Acrylonitrile) or HIPS (Hi-impact Polystyrene) or Acrylonitrile Butadiene Styrene (ABS) or any other suitable material approved by the Engineer. The markers shall support a load of 13,635 kg tested in accordance with ASTM 04280.

401.5.2 Reflective panels shall consist of number of lenses containing single or dual prismatic cubes capable of providing total internal reflection of the light entering the lens face. Lenses shall be moulded of methyl methacrylate conforming to ASTM 0 788 or equivalent.

#### 401.6 Design

The slope or retro-reflecting surface shall preferably be  $35 \pm 5^\circ$  to base and the area of each retro-reflecting surface shall not be less than 13.0 sq.cm.

#### 401.7 Optical Performance

##### 401.7.1 Unidirectional and Bi-directional Studs

Each reflector or combination of reflectors on each face of the stud shall have a Coefficient of Luminous Intensity (C.I.L). not less than that given in Tables 800-13 or 800-14 as appropriate.

##### 401.7.2 Omni-directional Studs

Each Omni-directional stud shall have a C.I.L. of not less than 2 mcd/l

**Table 800-13 : Minimum C.I.L. Values for Category 'A' Studs**

Entrance Angle	Observation Angle	C.I.L. in mcd/lx		
		White	Amber	Red
0° U 5° L & R	0.3°	220	110	44
0° U 10° L & R	0.5°	120	60	24

**Table 800-14 : Minimum C.I.L. Values for Category 'B' Studs**

Entrance Angle	Observation Angle	C.I.L. in mcd/lx		
		White	Amber	Red
0° U 6° L & R	0.3°	20	10	4
0° U 10° L & R	0.5°	15	7.5	3

*Note:*

1. The entrance angle of 0° U corresponds to the normal aspect of the reflectors when the reflecting road stud is installed in horizontal road surface.
2. The stud incorporating one or more corner cube reflectors shall be included in Category 'A'. The stud incorporating one or more bi-convex reflectors shall be included in Category 'B'.

#### 401.8 Tests

401.8.1 Co-efficient of luminance intensity can be measured by procedure described

in ASTM E 809 "Practice for Measuring Photometric Characteristics" or as recommended in BS:873-Part 4: 1973.

401.8.2 Under test conditions, a stud shall not be considered to fail the photometric requirements if the measured C.I.L. at any position of measurement is less than the

values specified in Tables 800-13 or 800-14 provided that

- i) The value is not less than 80 percent of the specified minimum, and
- ii) The average of the left and right measurements for the specific angle is greater than the specified minimum.

#### 401.9 Solar Powered Road Markers (Solar Studs)

Deleted

## 401.10 Fixing of Reflective Markers

### 401.10.1 Requirements

The enveloping profile of the head of the stud shall be smooth and the studs shall not present any sharp edges to traffic. The reflecting portions of the studs shall be free from crevices or ledges where dirt might accumulate. Marker height shall not be less than 10 mm and shall not exceed 20 mm. and its width shall not exceed 130 mm. The base of the marker shall be flat within 1.3 mm. If the bottom of the marker is configured, the outermost faces of the configurations shall not deviate more than 1.3 mm from a flat surface. All road studs shall be legibly marked with the name, trade mark or other means of identification of the manufacturer.

### 401.10.2 Placement

The reflective marker shall be fixed to the road surface using the adhesives and the procedure recommended by the manufacturer. No nails shall be used to affix the marker so that they do not pose safety hazard on the roads. Regardless of the type of adhesive used, the markers shall not be fixed if the pavement is not surface dry and on new asphalt concrete surfacing until the surfacing has been opened to traffic for a period of not less than 14 hours. The portions of the highway surface, to which the marker is to be bonded by the adhesive, shall be free of dirt, curing compound, grease, oil, moisture, loose or unsound layers, paint and any other material which would adversely affect the bond of the adhesive.

The adhesive shall be placed uniformly on the cleaned pavement surface or on the bottom of the of the marker in a quantity sufficient to result in complete coverage of the area of contract of the marker with no voids present and with a slight excess after the marker has been lightly pressed in place. For epoxy installations, excess adhesive around the edge of the marker, excess adhesive on the pavement and adhesive on the exposed surfaces of the markers shall be immediately removed.

### 401.10.3 Warranty and Durability

The contractor shall submit a two year warranty for satisfactory field performance including stipulated retro-reflectance of the reflecting panel, to the Engineer. In

addition, a two year warranty for satisfactory infield performance of the finished road marker shall also be given by the contractor who carries out the work of fixing of reflective road markers. In case the markers are displaced, damaged, get worn out or lose their reflectivity compared to stipulated standards, the contractor would be required to replace all such markers within 15 days of the intimation from the Engineer, at his own cost.

#### 401.11 Measurement for Payment

The measurement of reflective road markers/solar powered road studs shall be in numbers of different types of markers supplied and fixed.

#### 401.12 Rate

The contract unit rate for reflective road markers/solar powered road studs shall be payment in full compensation for furnishing all labour, material, tools, equipment including incidental costs necessary for carrying out the work at site conforming to the specification complete as per approved drawings or as directed by the Engineer.

### **900 QUALITY CONTROL**

Please refer to Clause 900, Quality Control for Road works in “Specifications for road and bridge works”, (Fifth Revision) Ministry of Road Transport and Highways, Published by Indian Road Congress, New Delhi 2013.

### **3000 MAINTENANCE OF ROAD**

Please refer to Clause 3005, Maintenance of Cement Concrete Road in “Specifications for road and bridge works”, (Fifth Revision) Ministry of Road Transport and Highways, Published by Indian Road Congress, New Delhi 2013.

#### **Paver Blocks**

Providing and fixing pre-cast Rubber Dye inter locking concrete block 60mm thick with grade of concrete M-30 compressed by mechanically pressed and as per approved design including 50 mm Sand layer for levelling and filling the joint with sand in proper line and level etc complete.



**Scope work:**

The scope of work includes supplying and laying of precast paver blocks at site, as mentioned in the Item. All relevant provisions of IS 15658:2006 shall apply. Laying of paver blocks at site as per requirement in technical specification, within shortest possible time. The site is public place hence care should be taken to ensure that the routine activities shall not be disturbed. The job of laying may required to be carried out during night also. The work shall be executed in perfect line and level as per instructions of Engineer in charge. Colored concrete paver blocks shall be manufactured as per specifications using approved color pigment. The color shade shall be as selected by employer before commencement of the work. The contractor shall guarantee that all material and components designed, fabricated, supplied and laid by him shall be free from any type of defect due to faulty material and/Workmanship/erection For a period of One year from the date of completion of work.

## Storm Water Drainage

### SCOPE OF WORK FOR EPC TENDER: STORM WATER DRAINAGE

The Scope of Work for proposed Storm water Drainage system under this contract includes but is not limited to the following in relation to the supply, construction, testing and commissioning of Storm water Drainage system of the Works:

- a) Excavation, dewatering, ramming, backfilling, stacking and disposal of surplus excavated soil for RCC Box/Pipe trench/Natural Swale as applicable as per detail drawing.
- b) Supply, laying, jointing, testing and commissioning of RCC Type as per IS 458 conduits with diameters as per the Bill of quantities and layout plan of Storm water Drainage system.
- c) Construction of all type of chambers, catch basins as per specification and drawing.
- d) Construction of RCC storm drain as per drawing, along with arrangement of water entrance and Catch basins with RCC NP3 outlets as per Bill of Quantities, specifications
- e) Construction of Natural Swale if required
- f) Supply, laying of pipe bedding and pipe encasement as per specification and drawing.
- g) Preparation and Submission of As-Built drawings for all Civil Works.
- h) Road cutting & restoration of roads as and when required.
- i) Testing and commissioning of the entire work.
- j) Sectional water tightness / leak testing of drains and Inspection chambers.
- k) Removal of defects in laying and jointing of all storm water Drains, fittings and Inspection Chambers, after testing and during defect liability period.
- l) Utility shifting such as Electric pole / Cables / Telephone pole / Water supply lines etc. and restoration of roads and sewer lines if encountered.
- m) Storm water system will connected with building works, by connecting the Storm water Inspection Chamber (IC) or rainwater harvesting system of building with the Storm water Drain of the site infrastructure system.

## SEWER NETWORK

### SCOPE OF WORK FOR EPC TENDER: SEWER NETWORK

The Scope of Work for proposed Sewer system under this contract includes but is not limited to the following in relation to the supply, construction, testing and commissioning of HDPE gravity Sewers and allied appurtenances

- a) Excavation, dewatering, ramming, backfilling, stacking and disposal of surplus excavated soil for HDPE Pipe trench as applicable as per detail drawing.
- b) Also it consist of providing, laying jointing, testing, commissioning of HDPE gravity sewers and allied appurtenances as per IS Specification no. 14333-1996 or its latest revision / amendments as per the Bill of quantities and layout plan of Sewerage Collection Network.
- c) Construction of all type of chambers as per specification and drawing.
- d) Supply, laying of pipe bedding and pipe encasement as per specification and drawing.
- e) Preparation and Submission of As-Built drawings for all Civil Works.
- f) Road cutting & restoration of roads as and when required.
- g) Testing and commissioning of the entire work.
- h) Sectional water tightness / leak testing of pipes and manholes.
- i) Removal of defects in laying and jointing of all Sewers and allied appurtenances, after testing and during defect liability period.
- j) Utility shifting such as Electric pole / Cables / Telephone pole / Water supply lines etc. and restoration of roads and sewer lines if encountered.
- k) Sewer line will connected with building works, by connecting the Manholes.

List of Preferred makes

Civil & structural

Sr. No.	Category	Sub Category	Brand Name
1	Cement	OPC 43/53 Grade (ISI marked), PPC	Ambuja Cement, ACC, Birla, VIKRAM, J.K., Ultratech, Grasim, Binani, India cement, My CEM.
3	Cement	White Cement	Ultra tech, ACC, Birla, J.K,
4	Cement	Chemical Admixtures	Kerakoll, MC Bauchemie, BASF, MYK Schomburg, Pidilite, Sunanda Chemicals, Sika, FOSROC, Choksey Chemicals or equivalent as approved by BSCDCL
5	Cement	Expansion joint board	Supreme Industries or equivalent or equivalent as approved by BSCDCL
6	Steel	Rebars	Vizag Nigam Ltd., SAIL, JINDAL or equivalent as approved by BSCDCL
7	Steel	Structural Steel	Vizag, TISCON, SAIL, Metro structure, RINL, AGRASEN ISPAT, JSW, CORUS
8	Steel	TMT Bars	Thermex TMT, Goel TMT, Nakoda TMT or equivalent as approved by BSCDCL (ISI marked)
9	Steel	M.S. Pipe, Tubes, Bar, Flats, Angle, Tee Sections	SAIL, TISCO or equivalent as approved by BSCDCL
10	Water Proofing	Water proofing compound	CICO, Pidilite, Laticrete
11	Water Proofing	Chemical Waterproofing system	BASF, MC-Bauchemie, Sika, Sunanda Specialty Coatings, Perma Construction Aid Pvt. Ltd. or equivalent as approved by BSCDCL
12	Ready Mix Concrete	Ready Mix Concrete	ACC, RMC, Ultra tech
13	Bitumen	VG 30	IOCL, BPCL, HPCL
14	Primer	RS1, SS1	Hindcol or equivalent as approved by BSCDCL

**SECTION-8**

**DRAWINGS**

**(Attached Separately)**

**SECTION-9**

**BILL OF QUANTITY**

**(uploaded in Financial Bid)**

**SECTION-10.**

**ENVIRONMENT  
HEALTH AND SAFETY REQUIREMENTS  
(EHS POLICY)**

## ENVIRONMENT, HEALTH & SAFETY POLICY

### SPECIFICATION FOR ENVIRONMENT, HEALTH & SAFETY POLICY (EHS) MANAGEMENT

#### CONTENTS

CLAUSE NO.	TITLE
1.0	SCOPE
2.0	REFERENCES
3.0	REQUIREMENT OF ENVIRONMENT, HEALTH & SAFETY
3.1	MANAGEMENT RESPONSIBILITY
3.2	HOUSE KEEPING
3.3	ENVIRONMENT ,HEALTH & SAFETY
4.0	DETAILS OF EHS MANAGEMENT SYSTEM BY CONTRACTOR
4.1	ON AWARD OF CONTRACT
4.2	DURING JOB EXECUTION

**1.0 SCOPE:** This specification established the Environment, Health and Safety (EHS) management requirement to be complied with by the Contractors during construction. Requirements stipulated in this specification shall supplement the requirements of EHS Management given in relevant Act (s) / legislations. General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Job Specifications. Where different documents stipulate different requirements, the most stringent shall be adopted.

**2.0 REFERENCES:** This document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Job specifications

### **3.0 REQUIREMENTS OF ENVIRONMENT , HEALTH & SAFETY (EHS)MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS**

#### **3.1 MANAGEMENT RESPONSIBILITY**

3.1.1The Contractor should have a documented EHS policy to cover commitment of



their organization to ensure health, safety and environment aspects in their line of operations.

3.1.2 The EHS management system of the Contractor shall cover the EHS requirements including but not limited to what is specified under Para 1.0 and para 2.0 above.

3.1.3 Contractor shall be fully responsible for planning and implementing EHS requirements. Contractor as a minimum requirement shall designate / deploy the following to co-ordinate the above :

- No. of workers deployed
- Up to 250 - Designate one safety supervisor
- Above 250 & up to 500 - Deploy one qualified and experienced safety Engineer /officer
- Above 500-One additional safety (for every 500 or less) engineer/officer as above.

Contractor shall indemnify & hold harmless Owner / BSCDCL & either representatives free from any and all liabilities arising out of non – fulfillments of EHS requirements.

3.1.4 The Contractor shall ensure that the Environment, Health & Safety (EHS)

requirements are clearly understood & faithfully implemented at all levels at site.

3.1.5 The Contractor shall promote and develop consciousness for Safety , Health and Environment among all personnel working for the Contractor. Regular awareness, program site meetings shall be arranged on EHS activities to cover hazards involved in various operations during construction.

3.1.6 Arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid, Stand by Ambulance or Vehicle and install fire protection measures such as : adequate number of steel buckets with sand and adequate fire extinguishers to the satisfaction of BSCDCL/Owner.

3.1.7 The Contractor shall evolve a comprehensive planned and documented system for implementation and monitoring of the EHS requirements. This shall be submitted to BSCDCL/Owner for approval. The monitoring for implementation shall be done by regular inspections and compliance to the observations thereof. The Contractor shall get similar EHS requirements implemented at his sub-contractor(s) work site/office. However, compliance of EHS requirements shall be the sole responsibility of the Contractor. Any review / approval by BSCDCL/Owner shall not absolve contractor of his responsibility / liability in relation to all HSE requirements.

3.1.8 Non-Conformance on EHS by Contractor (including his Sub-contractors) as brought out during review/audit by BSCDCL/Owner representatives shall be resolved

forthwith by Contractor. Compliance report shall be provided to BSCDCL/Owner.

3.1.9 The Contractor shall ensure participation of his Resident Engineer / Site-in-Charge in the Safety Committee / EHS Committees meetings arranged by BSCDCL/Owner. The compliance of any observations shall be arranged urgently. He shall assist BSCDCL/Owner to achieve the targets set by them on EHS during the project implementation.

3.1.10 The Contractor shall adhere consistently to all provisions of EHS requirements. In case of non-compliance or continuous failure in implementation of any of EHS provisions; BSCDCL/Owner may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for non-compliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract Value with a maximum limit of Rs. 10 lakhs. This penalty shall be in addition to all other penalties specified else where in the contract. The decision of imposing stoppage work, its extent & monetary penalty shall rest with BSCDCL/Owner & binding on the Contractor.

3.1.11 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommend corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to BSCDCL/Owner. Owner / BSCDCL shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

### **3.2 HOUSE KEEPING**

3.2.1 Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter alia the followings wherever applicable:

a. All surplus earth and debris are removed/disposed off from the working areas to identified location(s).

b. Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location(s).

c. All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).

d. Roads shall be kept clear and materials like: pipes, steel, sand boulders, concrete, chips and bricks etc. shall not be allowed on the roads to obstruct free movement of men & machineries.

e. Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.

f. Water logging on roads shall not be allowed.

g. No parking of trucks / trolleys, cranes and trailers etc. shall be allowed on roads which may obstruct the traffic movement.

h. Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.

i. Trucks carrying sand, earth and pulverised materials etc. shall be covered while moving within the premises.

j. Only properly designed steel scaffolding materials to be used for working at heights more than 3.0M . Double scaffolding using wooden ballis may be allowed for working at height less than 3.0M

### **3.3 ENVIRONMENT, HEALTH AND SAFETY**

3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and, BSCDCL/Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

3.3.2 The Contractor shall ensure that all their staff and workers including their sub-contractor(s) shall wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc. by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

3.3.3 Contractor shall ensure that a proper Safety Net System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0 metres) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.

3.3.4 Contractor shall ensure that flash back arrester shall be used while using Gas Cylinders at site. Cylinders shall be mounted on trolleys.

3.3.5 The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Contractor before starting the actual operations at night.

3.3.6 Hazardous and/or toxic materials such as solvent coating, or thinners shall be stored in appropriate containers.

3.3.7 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.

3.3.8 Contractor shall ensure that during the performance of the work, all hazards to be health of personnel, have been identified, assessed and eliminated.

3.3.9 Chemical spills shall be contained & cleaned up immediately to prevent further contamination.

3.3.10 All personnel exposed to physical agents such as ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.

3.3.11 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personal protective equipments such as gloves, goggles, aprons, chemical resistant clothing and respirator shall be used.

A Crèche where 10 or more female workers are having children below the age of 6 years.

Reasonable Canteen facilities are made available at appropriate location depending upon site conditions.

3.3.13 Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labour camps, commensurate with applicable Laws / Legislation.

3.3.14 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required Contractor shall ensure that only the environment friendly materials are selected.

3.3.15 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of BSCDCL/Owner.

#### **4.0 DETAILS OF EHS MANAGEMENT SYSTEM BY CONTRACTOR**

##### **4.1 On Award of Contract**

The Contractor shall prior to start of work submit his Safety Health and Environment Manual or procedure and EHS Plans for approval by BSCDCL/Owner. The Contractor shall participate in the pre-start meeting with BSCDCL/Owner to finalise EHS Plans including the following :

1. Job procedure to be followed by Contractor for activities covering. Handling of equipment, Scaffolding, Electric Installation, describing the risks involved, actions to be taken and methodology for monitoring each activity.
2. BSCDCL/Owner review / audit requirement.
3. Organization structure along with responsibility and authority records / reports etc. on EHS activities.

##### **4.2 During job execution**

4.2.1 Implement approved Environment, Health & Safety management procedure including

but not limited to as brought out under para 3.0. Contractor shall also ensure to:

1. Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
2. Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
3. Submit timely the completed checklist on EHS activities, Monthly EHS report, accident reports, investigation reports etc. as per BSCDCL/Owner requirements. Compliance of instructions on EHS shall be done by Contractor and informed urgently to BSCDCL/Owner.
4. Ensure that Resident Engineer / Site-in-Charge of the Contractor shall attend all the Safety Committee / EHS meetings arranged by BSCDCL/Owner. Only in case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to BSCDCL/Owner.
5. Display at site office and work locations caution boards, list of hospitals, emergency services available.
6. Provide posters, banners for safe working to promote safety consciousness.
7. Carryout audits / inspection at sub contractor works as per approved EHS
8. Document and submit the reports for BSCDCL/Owner review.
9. Assist in EHS audits by BSCDCL/Owner, and submit compliance report.
10. Generate & submit HSE records / report as per EHS Plan
11. Appraise BSCDCL/Owner on EHS activity