

## **CONDITION OF CONTRACTOR SPECIAL CONDITIONS OF CONTRACT**

1. The contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.
2. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.
3. None of the permanent work shall be carried out during nights or Sundays or any other holidays without permission in writing of the Engineer-in-Charge.
4. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.
5. Quality control will be maintained as per I.R.C. paper Special Publication 11 with appropriate tests being carried out in the respective P.W.D. Regional Laboratory or in the field laboratory for which the cost will be borne by the contractor. In case it is found that the results obtained for the work done are below the prescribed standards/norms then the contractor has to remove such defective work at his own cost, otherwise it shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor.
6. The rates are inclusive of all lead and lift for complete finished work unless & otherwise the same is specifically stated in the rates.
7. The Bidder shall submit a Construction Schedule as to how he proposes to commence the works and there after shall complete various stages of the works within the time schedule given by the Procuring Entity for stage wise completion of the works with bidding documents.
8. Before starting of work Contractor shall submit to the Engineer In charge for approval a Program for execution of the works including Environmental Management Plan showing the general methods, arrangements, sequence and timing for all the activities in the works along with monthly cash flow forecast. The programme shall be updated monthly by the Contractor showing the actual progress achieved on each activity and the efforts which shall be made by him to make up for the shortfall, if any in the progress achieved and its effect on the completion period of the project, and submitted to the Engineer Incharge by 7<sup>th</sup> day of the succeeding month for review.
9. Survey instruments shall be made available at all work site by contractor.
10. The contractor will set up a quality Control Laboratory at each site of work for regular testing of the materials and he shall ensure that all the testing of materials/aggregate etc. is done regularly and the frequency prescribed in quality control manual/MoRTH specifications. He will depute Staff in Laboratory and

equipments in Laboratory as per as per list enclosed in compliance to order of the Chief Engineer(SS), PWD Rajasthan, Jaipur vide No. SE(SS)/QC/D-137 dated 19.07.2011 (copy enclosed).

11. The Defect Liability Period (DLP) shall be Ten years for C.C.work and Five Years for BT Work executed under this agreement after its completion. The office order **RajKaj Ref No.: 12921520** (copy enclosed) issued by CE & AS PWD Rajasthan Jaipur regarding DLP for roads, Buildings, Bridges and CD works shall be part of the agreement.
12. Labour Cess amount shall be deducted from contractor's bill at the rate of 1% in accordance with orders No. F1(8)(1)Bha.Sa.Ni./IR/2010-9568 dt. 17.05.2010 (copy enclosed) issued by Principal Secretary, Labour, Employment & Technical Education (Training), Government of Rajasthan.
13. The contractor shall engage unskilled local labour from Rajasthan state preferably of the district, for the execution of the work.
14. If there is any typographical or clerical error in the nomenclature/ rates, the prevailing BSR of respective circle of PWD with subsequent all corrigendum for building work on which Schedule "G" is based will be treated as correct.
15. Rate Analysis shall be submitted by the bidder with the bid in accordance with Chief Engineer, PWD Rajasthan office order no. 1999 dated 08.12.2009 (copy enclosed).
16. Registration of workers shall be executed by bidder in accordance with order no. 46/2010 dated 28.05.2010 (copy enclosed) issued by Finance Department Government of Rajasthan.

17. Mixing of Shredded Plastic waste ( Approved), Aggregate and bitumen in Central Mixing Plant ( Confirming to IRC:SP:98:2013) has to be developed by the contractor and the same will be Checked & Certified by the Executive Engineer Quality Control & EIC before Starting the work.

18. Total Required Quantity of Approved waste plastic material should be purchased and Stocked at the plant site before starting the work, also invoice of the Purchased Quantity of Plastic waste material has to be submitted to Executive Engineer by the Agency.

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- a. The DLP shall be ten years for ROBs/Major Bridges/Flyovers and approaches.
- b. The DLP for Standalone CC road projects having Thickness upto 200mm will be 5 years, and the projects having thickness more than 200mm will be ten years.
- c. For Centrally sponsored Schemes viz, CRIF, PMGSY etc the DLP provisions will apply in accordance with the Standard Bidding Documents for the corresponding schemes.
- d. Provided further that the security deposit proportionate to structures, the riding quality shall be maintained as per IRC guidelines during DLP.
- e. In Addition to above for other types of works the DLP period will be 5 years as per office order issued from CE&AS PWD Rajasthan Jaipur Vide No. SE(R)/EE-GGP-II/ DLP/20-21/D-95 dated 06.01.2021

Provided that, for the centrally sponsored schemes, the DLP provisions will apply in accordance with the Standard Bidding Documents for the corresponding scheme. Provided further that the security deposit proportionate to the works at (a) &(b) shall be refunded only after completion of DLP of 10 years. For bituminous approaches to structures, the riding quality shall be maintained as per IRC guidelines during DLP.

20. Following NGT Guidelines should be followed by Contractor During Construction Activities on Plant and site:-

- (a). All measures shall for air/ dust pollution control.
- (b). All the material transported should be covered.
- (c). All the material collection at site should be sprinkle by water or covered
- (d). CC/BT plants should fulfill all the necessary conditions of air pollution control.
- (e). Contractor shall be fully responsible to make execute site Dust/ pollution free.