

# **MUNICIPAL CORPORATION, DURG**

## **SPECIAL CONDITION OF N.I.T. for Bitumenous Road Works**

1. Bitumen of required penetration graded ( to be mentioned in the specification of work in the contract document ) shall be procure by the tender / contractor directly refineries of any of the following companies (No intermediatry /middleman, viz. authorized agent/ commission agent/ authorized dealer/ shopkeeper shall be permitted). The bitumen to be procured shall be normally in the packed drums (as in normally packed by refineries). If however the tender/ contractor wishes to purchase bitumen in bulk containers, the Transportation of such loose bitumen shall have to be done only by railway. Road transportation of loose bitumen in containers (Through Trucks, tankers etc.) is PROHIBITED. The tender/ contractor shall have to show the original copy of bill/voucher of the refineries to the Executive Engineer with in one week of the receipt of that particular consignment of bitumen by the tender /contractor or else he will not be entitled for getting payment.

Name of Refinery:-

- a. Indian Oil Corporation
  - b. Bharat Petroleum
  - c. Hindustan Petroleum
2. The bitumen must have I.S. mark and its quality must confirm I.S. No. 73 and I.S. No. 217 and it must be in accordance with provisions contained in section 500 of specification for Roads and Bridge works (Third revision) published by Indian Road Congress 1995.
  3. Bitumen of each lot/ consignment shall be got tested and cost of these test for various lots/ consignment shall be brone by the tender/ contractor. The test shall be got conducted either in
    - a. The department laboratories
    - b. Govt. Tech. Colleges/ Institutes
    - c. Laboratories arranged by Contractor at work site.

4. Bitumen shall not be allowed to be used in the work before obtaining the satisfactory test results for that lot/ consignment.
5. Records of all test result shall be maintained at site office/ in the office of subdivision officer and certificate true copy of the same shall have to be sent by the tender/ contractor to be Executive Engineer of the division.

The following test are to be conducted for the bitumen which is to be used/ being used in the contract work.

1. Penetration
2. Softening point
3. Ductility
4. Flash point
5. Dinematic Viskoity
6. Specific gravity
7. Loss on heating
8. Residue of specified penetration
9. Water content
10. Distillation test
11. Solubility in corbondisulphlde , terichloro ethylene.

Frequency of sampling as per IS

(A) From Barrels / Drums

S. No.	Lot	No. of containers to be selected
1.	0 to 50	03
2.	51 to 150	05
3.	151 to 500	07
4.	501 and above	10

(B) Bulk Storage

One sample each from top, Middle & Bottom of each tanker

Note : All the individual sample shall be tested as S. No. 1 to 5 for remaining tests a composite sample be prepared from individual samples.

6. At the time of preparation of final bill the tender/ contractor shall have to give a certificate that the bitumen used by him/ them in the contract work has been duly tested and the test results are within the permitted parameters as per codal requirement .
7. It, shall be obligatory on the tender /contractor to maintain a register with a suitable proforma (to be prescribed after execution of agreement) at the plant site (where bitumen mix of appropriate grade /quality is prepared say in a hot mix plant) and the record of consumption of bitumen of each day balance of bitumen at plant site for each day recorded in the register shall be verified / checked at least once in a week by the Incharge Sectional Officer /Sub divisional Officer of the department.
8. The tender/ contractor shall permit the departmental officer to “ STAMP” each Drum of bitumen brought at site/ store by suitable “ Hammer Mark” of the department /division.
9. If the contractor has procured the bitumen in bulk (hugged quantities) and using it elsewhere in other department /other agreement / other work site then he will have to submit a account for each work site showing the details of bitumen purchase which its voucher no. /bill, quantity purchased, date of purchase and in consumption agreement wise/ work wise and balances therein duly certified by officer Incharge. As soon as any agreement is signed by a contractor, and work is likely to be started, bitumen brought to site other in bulk or packed must be physically verified and counted by sectional officers and recorded in M.B. agreement wise/ workwise giving the details of Supply order number, bill number, tanker no, gate pass number and its etc.
- 10.As soon as any agreement signed by a contractor and work is likely to be started, bitumen brought to site either is bulk or packed must be physically verified and counted by sectional officer and recorded in M.B. agreement wise/ workwise giving the details of supply order number, bill number, tanker number, gate pass number and its etc.

11. While placing order to any of three oil companies (I.O.C., B.P.C.L., H.P.C.L.) it shall be mandatory on the part of the contractor that he shall enclose (by Regd. A.D.) one copy of the supply/ purchase order to the following effect :-

1. Name of the Work (s) : -----
2. Name of the Division (s) : -----
3. Contractor Agreement No (s) : -----
4. Date of issue of work order (s) : -----

**Details of Bitumen supply / receipt**

Grade of Bitumen	total Quantity as per agreement/ Estimate (M.T.)	Quantity order and received earlier (mention original invoice No.) M.T.	Balance Quantity (M.T.)	Quantity now ordered (M.T.)	Final Balance (for which ordered later on (M.T.)
1. Emulsion 2. 60/70 3. C.R.M.B. 60 4. P.M.B. 40					

Note : Failure to submit this information will result in disallowing payment of any bill pertaining to Bitumen items(s). This note a fundamental condition of contract.

12.The contractor shall be bound to endorse one copy of the purchase order of Bitumern to any govt. owned oil companies (viz IOC, BPCL, HPCL) to the concerned EE(s). Mentioning there in the grade of Bitumen (code no) quantity of Bitumen mode of transport and the place of delivery and also the agreement No. (Nos.) This copy the contractor shall dispatch by regd. A.D. post.

If a contractor places one single supply order for such quantity which is proposed to be utilized either in the more than one agreement or contract or for works the more the more than one division or other Deptt. organisation (viz, RES, PMGSY, Municipal Corporation, Municipalities Local Bodies) then purchase order must show specific quantities meant to be used for each of such applicable agreement/ Dns./ other deptts. local bodies etc.

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### **ADDITIONAL SPECIAL CANDITION**

1. The contractor shall be responsible for performance of the work carried out by him for a period of three years and performance security has to be furnished by him in shape of Bank Guarantee@5% of contract amount for a period of Thirty Six Months from the date of completion of work. For this purpose contractor has to submit to the department Bank Guarantee of 5% amount of value of work done of every running and final bill payable to him. If contractor fails to submit the Bank Guarantee of 5% amount of the bill then 5% amount of the bill shall be deducted from his bill. The contractor shall have to carry out all necessary repair at his cost within 15 days of receipt of such communication from the Executive Engineer/Sub Divisional Officer failing which repairs will be carried out by the department and cost will be recovered from the guarantee amount, after two years from the date of completion of work 50% amount of Bank Guarantee deduction money will be released. Only if no defects are found or defects are rectified in full as per satisfaction of Executive Engineer. The roughness index should be governed as per 5%(five percent) of the amount of the amount of contract inclusive tender premium as per clause 3.5 on NIT shall also be deducted every running/final payable to the contractor. It shall be refunded as per agreement clause 19.
2. The contractor shall have to install Hot Mix Plant as Per clause 50.3.4 of M.O.R.T.H. specification within a maximum distance of 60 Kms. from any and all the Kms. Of the reach within 20 days of issue order. In case of failure in installing the Hot Mix Plant within the aforesaid period it shall be treated as breach of the contract and penalty shall be imposed as per clause 39 of the agreement.
3. The compaction shall have to be done with 2 roller simultaneously one out of which has to be vibrator type road roller as per M.O.R.T.H. specification.

4. If the contractor fails to execute the agreement within time prescribed in N.I.T. or abandon any work after executing the agreement he shall be debarred from participation in any tender for any P.W.D. works in Chhattisgarh for a period of two years from the date of forfeiture of the earnest money or from the date of termination of the contract.

It shall be obligatory on the contractor to submit original First Copy (meant for the indenter contractor) (not other copies meant for Transporter etc.) to the concerned Dn. Or Division and get the invoice duly stamped and see that suitable entry is recorded by the Dn. of its use with quantity proposed to be used in particular contract agreement(s)

This additional condition is" Supplement to the existing conditions in the NIT and tender document.

5. The Contractor shall carry out the edging of the bituminous courses by fixing angle iron sections of suitable sizes at edges and center for 50 mm and 15. For bituminous macadam and S.D.B.C. respectively. Suitable caution board shall be installed and arrangement for passing the traffic is allowed on the finished surface till it has properly set.
6. Tenders will be received in two cover system. One Envelope will contain the earnest money and the other will contain the price bid.
7. The relevant clauses in N.I.T. and the agreement shall stand superseded by the above additional special conditions.
8. The Contractor has to fix reflecting board size 120x90 cm. One at starting point of the road and another from end point of the road. describing the details of works as instructed by E.E. at his costs.
9. Bituminous shall be used of 60/70 grade No. extra payment shall be made on account of this.

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**SPECIAL CONDITION OF CONTRACT**

1. Contractor shall submit Royalty clearance certificate duly issued by state mining dept. Along with final bills.
2. The contractor submit test report of all materials and other tests as apesified in clause 902/9028 923 of **MOST** specification for Road & Bridge work III revision published by I.R.C.
3. Test report of bitumen shall be submitted by the contractor before start of asphaltting work. Original vouchers of bitumen will have to be submitted by the contractor with running bill with a certificate marked on the voucher that "The material has been utilized for the work.....  
.....Agreement No.....

To,

The Executive Engineer  
Municipal Corporation  
Durg (C.G.)

Dear,

With reference to our discussion, I hereby confirm the contention of Chhattisgarh State Public Works Department that any amendment in the schedule of rates issued by Madhya Pradesh Public Works Department Whether by Engineer-in- Chief or Chief Engineer pertaining to Road/Bridge/Buildings/Electrical Works shall not be aplicable in the present offer contract in force.

Yours truly  
(Contractor)