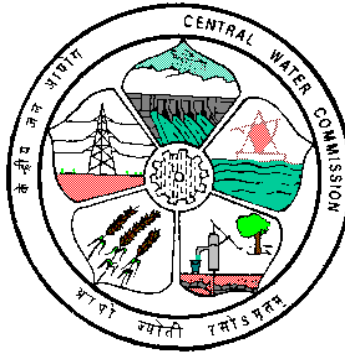


Government of India
Ministry of Water Resources
Central Water Commission



TENDER DOCUMENT

FOR

**MISC . IMPROVEMENT WORK AT DIVISION
OFFICE UNDER DWRIS (PLAN)**

Estimated Cost: Rs.1, 28,000/-

Cost of Tender Document: Rs.500/-

**EXECUTIVE ENGINEER
MAHANADI DIVISION
CWC, BURLA
JULY -2011**

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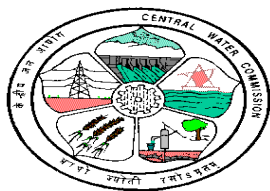
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**GOVERNMENT OF INDIA
OFFICE OF THE EXECUTIVE ENGINEER
MAHANADI DIVISION
CENTRAL WATER COMMISSION
DOCTOR'S COLONY BURLA ,
DIST: SAMBALPUR PIN: 768 017 (ORISSA)**

Name of Work	Misc. Improvement works at Division Office Burla
PERIOD OF SALE OF BIDDING DOCUMENT :	FROM:-18 .08.2011 To 06-08-2011
LAST DATE AND TIME FOR RECEIPT OF BIDS :	DATE : 02.09.2011 TIME : 13=00 hours
DATE AND TIME OF OPENING OF BIDS :	DATE : 02.09.2011 TIME : 15=00 hours
PLACE OF OPENING OF BIDS :	MAHANADI DIVISION CENTRAL WATER COMMISSION DOCTOR'S COLONY BURLA, DIST.: SAMBALPUR PIN : 768 017 (ORISSA)
OFFICER INVITING BIDS :	EXECUTIVE ENGINEER, MAHANADI DIVISION, CENTRAL WATER COMMISSION, DOCTOR'S COLONY, BURLA DIST.: SAMBALPUR, PIN : 768 017 (ORISSA)

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I N D E X

NAME OF WORK :	Misc. Improvement Works at Division office Burla.
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Sl. No.	PARTICULAR	PAGE No.
1	NOTICE INVITING TENDER	2-3
2	GENERAL INFORMATION IN RESPECT OF TENDER	4-7
3	CPWD-8	8
4	SCHEDULE A, B, C, D, E & F	9-11
5	CLAUSES REGARDING PERFORMANCE GUARANTEE, SECURITY DEPOSIT, GUARANTEE BOND	11-13
6	ACCEPTANCE	14
7	GENERAL CONDITION OF THE CONTRACT	15-18
8	ADDITIONAL SPECIFICATIONS	19-24
9	CORRECTION SLIPS FOR GENERAL CONDITIONS OF CONTRACT FOR CPWD 2003	25-32
10	SCHEDULE OF QUANTITIES	33-35
11	DRAWINGS	36

THIS TENDER DOCUMENT CONTAINS PAGES 1 TO 36 ONLY
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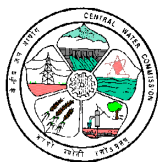
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OFFICE OF THE EXECUTIVE ENGINEER
MAHANADI DIVISION
CENTRAL WATER COMMISSION
DOCTOR'S COLONY BURLA,
DIST: SAMBALPUR PIN – 768017 (ORISSA)**

NOTICE INVITING TENDER

No. MD/HQ/Misc.Work/ 2011-12/4493-95

Dated. 18/08/2011

The Executive Engineer, Mahanadi Division, Central Water Commission, Burla on behalf of the President of India, invites Bids (sealed) item rate tender from approved and eligible contractors of CPWD, P&T, M.E.S, State PWD & Water Resources and State and Central Government Undertakings for bidding the following works.

Item No.	Name of work	Approx. value of work (Rs)	Bid security (Rs.) (E.M.D)	Cost of Tender document (Rs.)	Period of Completion
1.	Misc. Improvement Works at Division office Burla.	1,28,000/-	2,560/-	500/-	30 Days

1. The tender documents may be purchased from the Office of the Executive Engineer, Mahanadi Division, Central Water Commission, Burla, Dist. Sambalpur (Orissa) during working hours from **18-08-2011 to 02-09-2011** on a non-refundable fee of **Rs.500=00** (Rupees Five Hundred Only) including tax in shape of cash or Demand Draft on any Schedule Bank payable at Burla and drawn in favour of the Executive Engineer, Mahanadi Division, Central Water Commission, Burla. Tender documents requested by Mail will be dispatched by Registered / Speed Post on payment of extra amount of **Rs.150=00** only. The undersigned will not be held responsible for the postal delay, if any in the delivery of the documents or non-receipt of the same.
2. Tenders must be accompanied by Bid security (EMD) of the amount specified for the work in the table above, payable at Burla and drawn in favour of the Executive Engineer, Mahanadi Division, Central Water Commission, Burla. The Bid Security shall be in one of the following forms; i.e Banker's Cheque/ Bank Draft/ Letter Of Credit/ Government Loan Bond/NSC/Postal Pass Book/ Bank Guarantee from a schedule Bank approved by Reserve Bank of India valid for 60 days beyond the validity of bid.
- 3 Tender can also downloaded from the website <http://www.cwc.nic.in>., In case the tender is downloaded from the website, the firm has to enclose an A/C payee DD of Rs. 520/- at the time of submission of the bid failing which the tender will not be considered. More details are available on website <http://www.cwc.nic.in>

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- 4 Tenders received without requisite Bid Security (EMD) will be summarily rejected.
- 5 Tenders must be delivered in the Office Of the Executive Engineer on or before **13.00** hours on **02.09.2011** and will be opened on the same day at **15.00** hours in front of the Bidders who wish to attend. If the office happens to be closed on the date of receipt of the Bids as specified, the tenders will be received and opened on the next day of opening of the office at the same time and venue.
- 6 Other details can be seen in the tender document.
- 7 The Executive Engineer reserves the right to reject or accept any application for issue of tender documents without assigning any reason thereof.

(R.P. SHUKLA)
Executive Engineer
Mahanadi Division
CWC, Burla, (Sambalpur)

Copy to

1. The Superintending Engineer, Hydrological Observation Circle, CWC, Bhubaneswar.
2. The Director, Software Management Directorate, CWC, 628, Sewa Bhawan (South), R.K.Puram, New Delhi :110066 for displaying in CWC Web site please.
3. The Accounts Branch, MD, CWC, Burla
4. The Notice Board.

Executive Engineer
Mahanadi Division
CWC, Burla, (Sambalpur)

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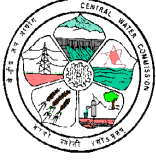
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CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
MAHANADI DIVISION
DOCTOR'S COLONY BURLA,
DIST. SAMBALPUR PIN:768 017 (ORISSA)**

Cost of Tender Schedule Rs. 500/-

DETAILED TENDER SCHEDULE:

1. Sealed tenders for **Misc. Improvement Works at Division office Burla** are invited on behalf of the President Of India from approved and eligible contractors of CPWD, P&T, M.E.S, State P.W.D and State and Central Government Undertakings.
2. The work for **Misc. Improvement Works at Division office Burla** is estimated to cost Rs 1,28,000/- .(Rupees One Lakh Twenty Eight thousand only). This estimate, however, is merely a rough guide.
3. Tenders will be issued to above-mentioned eligible contractors provided they produce definite proof from the appropriate authority of having completed at least 3 (Three) works of similar nature satisfactorily during the last 5 years.
4. Agreement shall be drawn with the successful tenderer on the prescribed Form No.7/8 of CPWD, which is available at Government Of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
5. The time allowed for carrying out the work will be from the date of written order to commence the work.
6. The Site for the work is available.
7. **Issue of tender forms will be stopped by 02.09.2011 at 12.00 Hrs.**
8. Tender documents consisting of plans, specifications, the schedule of quantities of various classes of work to be done and set of terms & conditions of contract to be complied with the contractors whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, Mahanadi Division, C.W.C, Burla between hours of 11.00 A.M to 03.00 P.M everyday except on Sundays and Public Holidays. Tender documents, will be issued from the Office of the Executive Engineer, Mahanadi Division, C.W.C, Burla, during the hours specified above on payment of Rs.500=00 (Rupees Five Hundred only) in cash or Demand Draft.
9. The tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Executive Engineer, Mahanadi

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same day at **15.00 P.M.** In case closure of the Office on the opening date of tender on any account, the tender will be opened on the next working day at the same time and venue. The tender submitted in any other paper than this format as attached in the tender document will not be accepted and shall be rejected outright at the time of opening of tender.

10. The tender should accompany **Earnest Money of Rs 2560/- (Rupees Two Thousand Five Hundred Sixty only.)** in one of the following forms:
 - i) Bank guarantee from a schedule Indian Bank approved by the Reserve Bank Of India, valid for 60 days beyond the validity of Bid.
 - ii) Banker's Cheque/ Bank Draft / Letter of Credit in favour of the Executive Engineer, Mahanadi Division, Central Water Commission Payable at Burla.
 - iii) Govt. loan bond/ NSC/Postal Pass Book duly pledged in favour of the Executive Engineer, Mahanadi Division, Central Water Commission , Burla

No Cheque will be accepted as E.M.D. No interest will be paid for E.M.D, at the time of release. Request for adjustment or part deposit of Earnest Money will not be entertained. Tenders without Earnest Money in full will be rejected outright at the time of opening of the tender.

11. The tender received late will be returned un-opened to the contractor. The undersigned will not be responsible for the postal delay, if any, in non-receipt of the tender in time.
12. No tender may be modified after the deadline for submission of tenders.
13. Validity of the tender should be for 90 days, from the date of opening of the tender. The tender valid for a shorter period shall be rejected.
14. Telegraphic / Telephonic tenders will not be entertained.
15. The description of the work is as follows:
“ Misc. Improvement Works at Division office Burla ”

Copies of other drawings and documents pertaining to the works will be opened for Inspection by the tenderers at the office of the above-mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub- soil (so far is practicable), the form and nature of the site, the means to access to the site etc. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water facilities for the workers and all services required for executing the work. Submission of a tender by attendee implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work

16. The tenderer shall include the following information and documents

of business, written power of attorney of signature of the bid, if any.

ii) Total Monetary value of Construction work performed for the last two years

iii) Experience in works of similar nature, complete details of works under way or contractually committed etc.

17. Bid from joint ventures are not acceptable
18. The Bidder shall fill in rates and prices of all the items of works in the bill of quantities Items, for which, no rate or price is entered by the Bidder will not be paid when executed and shall be deemed covered by the other rates and prices in the bill of quantities.
19. The rates and prices quoted by the bidder shall be final for the duration of contract and shall not be subject to adjustment on any account.
20. The Bid security of unsuccessful bidders shall be returned within 28 days at the end of the bid validity period of 90 days.
21. When there is discrepancy between the rates in figures and words, the rate in words will prevail.
22. When there is discrepancy between the unit rate and the total amount resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
23. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
24. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable for rejection.
25. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
26. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive) . He shall also intimate the name of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the **Central Water Commission or in the Ministry of Water Resources, Government Of India**. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.
27. No Engineer of gazetted rank or other gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government Of India is allowed

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to work as a contractor for a period of two years after his retirement from the Government Service, without the previous permission of the Government Of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government Of India as aforesaid before submission of the tender or engagement in the contractors service

28. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any right or remedy, be at liberty to forfeit the bid security as aforesaid.
29. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / Contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of :-
- a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender any acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D Form 7/8

If the tenderer fails to sign the agreement form within the stipulated period the bid security will be forfeited.

Money receipt No.

Date :

Executive Engineer
Mahanadi Division
Central Water Commission
Burla, Sambalpur

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GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

STATE : ORISSA
BRANCH : MAHANADI & EASTERN RIVERS ORGANISATION
CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE,
BHUBANESWAR
DIVISION : MAHANADI DIVISION, BURLA
SUB-DIVISION : --

PERCENTAGE RATE TENDER/ITEM RATE TENDER CONTRACT

(A) TENDER FOR WORKS OF: " **Misc. Improvement Works at Division office Burla.**
"

- (i) To be submitted by 13.00 hours on **02.09.2011** to the office of the Executive Engineer, Mahanadi Division, Central Water Commission, Burla.
- (ii) To be opened in presence of the tenderers who may be present at 1500 hours on **02.09.2011** in the office of the Executive Engineer, Mahanadi Division, Central Water Commission, Burla.

Issued to _____
(CONTRACTOR)

Signature of officer issuing the documents _____

Designation : Executive Engineer, Mahanadi Division, Central Water Commission, Burla.

Date of Issue: _____

SCHEDULES

SCHEDULE – A (Schedule of Quantities enclosed) Page No: 33 - 35

SCHEDULE – B (Schedule of materials to be issued to the Contractor)

- Nil-

SCHEDULE – C (Tools and Plants to be hired to Contractor)

- Nil-

SCHEDULE – D (Proposed Plan and Sections)

Page No: 36

SCHEDULE – E (Schedule of component of materials, Labour, etc for escalation)

- Nil-

SCHEDULE – F (Reference to General Conditions of Contract.)

Name of work: : " Misc. Improvement Works at Division office Burla. "

Estimated Cost of work : Rs.1,28,000/-

Earnest Money : Rs.2560/-

Performance Guarantee : **5% of the tendered value (see Clause I in details at Page No. 12 to 13)**

Security Deposit : **5% of tendered value (See Clause 1A in details at page No.13-15).**

DEFINITIONS

2(v)	Engineer-in-charge	Sub Divisional Engineer Mahanadi Division CWC, Burla
2(viii)	Accepting Authority	Executive Engineer Mahanadi Division Central Water Commission
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	10%
2(xi)	Department	Central Water Commission
2(xii)	Standard Schedule of Rates	-

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Corrected up to 2003.

- Clause 2** Authority for fixing Compensation under clause 2 Superintending Engineer, Hydrological Observation Circle, CWC., Bhubaneswar.
- Clause 5** Time allowed for execution of work. Authority to give faire and reasonable extension of time for completion of work. **30 days** Executive Engineer, Mahanadi Division, Central Water Commission, Burla.
- Clause 7** Gross work to be done together with net payment/adjustment of advances for materials collected, if any , since the last such payment for being eligible to interim payment. Not applicable.
- Clause 11** Specifications to be followed for execution of work. Central Public Works Department.
- Clause 12**
- 12.2 & 12.3 : Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work.
- 12.5 : Deviation Limit beyond which Clauses 12.2 & 12.3 shall apply for foundation work.
- NOTE : Deviation limit shall be 30%, 50%, 100% as per O.M. No. DG(W)/CON/175, dt. 26-02-2003.
- Clause 16** Competent authority for deciding reduced rates. Executive Engineer, Mahanadi Division, Central Water Commission, Burla.
- Minimum Qualifications and experience required for Principal Technical Representative.
- (a) For works with estimated cost put to tender more than:
- (i) Rs.10 lakh for Civil Work – Graduate or retired AE Possessing at least Recognised Diploma.
- (b) For works with estimated cost put to tender :
- (i) Discipline to which the Principal Technical Representative should belong –
- Civil**
- (ii) Minimum experience of works – **3 (three) years**
- (iii) Recovery to be effected from the contract in the event of not fulfilling provision of Clause 36(I) – Rs.4000/- p.m. for Graduate and Rs.2000/- p.m. for Diploma Holder.
- Clause 42** (i) (a) Schedule / statement for determining theoretical quantity of cement on the basis of Delhi Schedule of Rates-2007 printed by CPWD.

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- (a) Cement for works with estimated cost put to tender More than Rs. 5 lakh **2% plus / minus**
- (b) Bitumen for all works - **2.5% plus only & nil on minus side**
- (c) Steel reinforcement and structural steel sections for each diameter, section and category **2.0% plus / minus**
- (d) All other materials **Nil**

PERFORMANCE GUARANTEE (CLAUSE - 1)

(I) The contractor shall submit on irrecoverable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(II) A letter of intent shall be issued in the first instance informing the successful tendered of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

(III) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. (IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

(V) In the event of the contract being determined or rescinded provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

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FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "The government") having agreed under the terms and conditions of Agreement No. dated made between And [hereinafter called "the said contractor(s)*] for the work (hereinafter called "the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs.(Rupees Only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the government on amount not exceeding Rs. (Rupees Only) on demand by the Government.

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for – bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due o the change in the Constitution of the Bank or the contractor(s).

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

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8. This guarantee shall be valid upto Unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
Dated the day of for
(indicating the name of Bank).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

NOTE – 1 : Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE – 2 : Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

NOTE – 3 : Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

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ACCEPTANCE

The above tender as filled by you as provided in the letters mentioned here under is accepted by me for and on behalf of the President of India for a sum of Rs (Rupees only).

The letters referred to below shall form part of this contract agreement:

- I. Tender Document.
- II. Your tender dated
- III. Clauses of contract duly signed.
- IV. Schedule – A to Schedule – F

For and on behalf of the President of India

Signature

Date:-

Designation: Executive Engineer
Mahanadi Division
Central Water Commission
Burla

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TENDER

I/We have read and examined the Notice Inviting Tender, schedule 'A' to 'F' , specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule 'F', viz. Schedule of quantities.

We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. **2560/-** is hereby forwarded in the shape of DD/NSC/Govt. Loan Bond/Postal Pass Book duly pledged in favour of the Executive Engineer, Mahanadi Division, Central Water Commission, Burla as earnest money. If I/We fail to commence the work within specified time. I/We agree that the said President of India or his successors of office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and condition contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in the schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 & 12.3 of the tender form.

I/We agree to deposit for a security deposit of 5% of tendered value which may be refunded back after six months of the completion of the work.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person to whom I/We may authorise to communicate the same or use the information in any manner Prejudicial to the safety of the state.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority on behalf of the President of India be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We agree to accept the following conditions.

GENERAL CONDITIONS FOR CONTRACT:

- (1) The contractor shall make his own arrangements for obtaining electricity if required

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- (2) Some restrictions may be imposed for the movement of labour, materials etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- (3) The work will be carried out as per instructions of the Engineer-in-charge at the site and nothing extra will be paid on this account.
- (4) The building work will be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- (5) Testing of Materials.
Samples of various materials required for testing shall be provided free of charge by the contractor,. Testing charges, if any, unless otherwise provided, shall be borne by the Department. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
- (6) The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.
- (7) The contractor shall bear all incidental charges for cartage, storage, and safe custody of the materials.
- 8(a) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications ‘Abbreviated nomenclature of item of DSR 1985 (building)’ shall be accepted.
- (b) In the case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviate nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill.

The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for final bill.
- (9) The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc.
- (10) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-charge.
- (11) Sand to be used for cement concrete work shall be of standard quality. Sand shall be obtained from other sources to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard siliceous materials. It shall be clean sand.

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- (12) Whenever any reference to any Indian Standard specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions thereof, if any, up to the date of receipt of tenders.
- (13) Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out-water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, sub-soil water table being high due to any other cause whatsoever.
- (14) In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC slabs. The payment for centering and shuttering of such items shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandahs. All the exposed edge shall however, be finished as per specifications and nothing extra shall be paid for this.
- (15) The rate of items of flooring is inclusive of providing sink flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible.
- (16) The Contractor will have to work according to the program of work decided by the Engineer-in-charge.
- (17) The contractor shall take instructions from the Engineer-in-charge for stacking of materials any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed
- (18) If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- (19) Cement : Source of purchase and brand name should be got approved by the Executive Engineer, or the Engineer-in-charge. Documentary proof for the purchase should be produced whenever asked by the Executive Engineer/ Engineer-in-charge.
- (20) The payment will be made on the basis of actual measurement.
- (21) The contractor shall use only seasoned timber for all the wooden fittings as specified in the schedule of Quantities Schedule A. Samples of species of timber to be used shall be deposited with the Executive Engineer before commencement of the work.
- (22) The contractor shall inform well in advance to the Engineer-in-Charge, the names and address of the factory where from the contractor intends to get the shutters manufactured.
- (23) The contractor shall be responsible of sanitary fittings and other fittings and fixtures against pilferage, and breakage during the period of installation and there after until the building is handed over.
- (24) The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the materials and clearance of the same before use

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- (25) With a view to avoid controversy about quality of cement concrete as revealed in the test results of 7 days cubes falling short of the prescribed standards by over 10% to 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance test, crushed samples of cement concrete from the failed 7 days cubes should be preserved in an sealed bag.
- (26) In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out compression strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same proper curing and carriage up to the laboratory where the test is to be performed. The cube tests can be performed at any laboratory approved by the Engineer-in-charge.
- (27) Sales tax, Excise duty, Octroi or any other tax leviable on materials in respect of this Contract shall be payable by the contractor. The department will not entertain any claim What so ever this respect. However Sales Tax , Income Tax or any other tax leviable on contract shall be deducted from the bill.
- (28) The contractor shall submit completion plan and completion certificate for approval of Executive Engineer/ Engineer-in-charge.
- (29) If the completion plan and completion certificate are not furnished by the contractor, recovery will be done as per 6(a) , (b) of the agreement.
- (30) The work is to be carried out in a workman like manner and in accordance with the plan supplied. However, the contractor shall carry out the deviation over the plan supplied if desired by the Engineer –in charge.
- (31) The Department shall not provide any store accommodation for the stores brought by the contractor or issued by the Department.
- (32) On completion of the work, test and trial run shall be the responsibility of the contractor . Electricity for such test and trial run shall, however, be supplied by the Department free of cost.
- (33) Damage to the building during execution of work shall be made good by the contractor matching with the surrounding surface, otherwise the same shall be got done at the cost of working contractor.
- (34) Any damage to the existing fittings shall be replaced by the contractor at his own cost and risk to the entire satisfaction of Engineer-in-charge.
- (35) All the equipment shall be guaranteed for a period of 12 months from the date of commissioning and handing over to the Department. Any defective material/equipment shall be replaced/required at the discretion of Engineer-in-charge.

ADDITIONAL SPECIFICATION

1. General :-

1.1 The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only). 1.2 The following modifications to the above specifications and some additional specifications shall however apply

(i) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-charge.

(ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be standard quality. Sand shall be obtained from other sources to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard silicious material. It shall be cleaned sand.

(iii) Brick to be used in the work shall be obtained from the local kilns. The sample of the brick shall be got approved by the Engineer-in-charge before the mass quantity is brought to the site and shall be of size 10" x 5" x 3" instead of 22.90 cm X 11.40 cm X 7.0 cm nominal size as mentioned in CPWD specification, 1996 with upto date correction slips issued. The brick work, the unit of which is mentioned as cubic metre which includes abbreviated forms of cum or m, shall be considered to have thickness of multiple of 125 mm for the sake of calculation of volumetric content.

2. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions thereof if, any, up to the date of receipt of tenders.

3. Unless otherwise specified in the Schedule of Quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high due to any other cause whatsoever.

4. R.C.C. Works :-

4.1 In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC slabs. The payment for centring and shuttering of such items shall be similarly be paid under the item of centring of RCC slab. Nothing extra shall be paid for the side shuttering of the edges of these projected balconies and projected verandahs. All the exposed edges shall however, be finished as per specifications and nothing extra shall be paid for this.

4.2 Form work shall be of steel as approved by the Engineer-in-charge and as per CPWD specification, 1996 with upto date correction slips and specification of works.

4.3 For Design Mix R.C.C. Work, se Page from to

5. Flooring :-

The rate of items of flooring is inclusive of providing sunken flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible.

5. **Wood Work** :- The sample of species of timber to be used shall be deposited by the contractor with EE before commencement of the work. The contractor shall produce cash vouchers and certificates from standard kiln seasoning plant operator about the timber section to be used on the work having been kiln seasoned by them, failing which it would not be so accepted as kiln seasoned.

6.1 Factory made shutters as specified shall be obtained from factories to be approved by the Engineer-in-charge and shall conform to TADS 5:1995:IS:3087:IS:1568:IS:2202 (Part-I) 1977. The contractor shall inform well in advance to the Engineer-in-charge

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shutters manufactured. The contractor will place order for manufacture of shutters only after written approval of the Engineer-in-charge in this regard is given. The contractor is to bound to abide the decision of the Engineer-in-charge and recommend a name of another factory from the approved list in case the factory already proposed by the contractor is not found competent to manufacture quality shutters. Shutter will however, be accepted only if they meet the specified tests.

- 6.2 35 mm thick flush door shutters non decorative type care of black board construction with frame of first class hard wood and well matched commercial 3-prly veneering with vertical grain or cross bonds and face veneers on both faces of shutters. The contractor will also arrange stage-wise inspection of the shutters at factory of the Engineer-in- charge or his authorised representative. Contractor will have no claim if the shutters brought at site are rejected by Engineer-in-charge in part or in full lot due to bad workmanship/quality. Such shutters will not be measured and paid and the contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by Engineer-in-charge or his authorised representative.

7. Steel Works :-

- 7.1 The rate of Tee / angle iron frame shall include the following :-
- (a) M.S. sill/tie of 16 mm dia bar welded to T-iron frames to keep the frames vertical in correct position. The sill/tie shall be embedded in floor concrete. No tie is necessary for window frames.
 - (b) Each T-iron frame for doors shall have 4 Nos. MS. Logs 15 x 3 mm, 10 cms long welded to each vertical member of the frame.
 - (c) M.S. plate 8 x 25 mm, 100 mm long having threaded holes (No. of flats shall correspond to the No. of butt hinges to be fixed to door / window shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required butt hinge to the frame with machine screws M.S. flats 8 x 25 mm, 50 mm long with threaded holes, shall be welded to the back of the T-sections to receive the butt hinges for the cleats.
- 7.2 The M.S. plate clamps 15 x 6 mm thick for holding arrangements is to be provided and added as per site conditions. The rate is inclusive of the cost of such clamps.
- 7.3 All welded steel work shall be tested for quality of welding as laid down in IS:822 – 1970 before actual erection.

8. Water Supply & Sanitary Installation :-

- 8.1 The SCI pipe and CI pipe wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.
- 8.2 The contractor shall be responsible of the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and thereafter until the building is handed over.
9. Variation Consumption of Materials :- The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract to the extent applicable following specific clauses shall govern the variation in consumption of pig lead.
10. Variation in Consumption of Pig Lead :-
- 10.1 The pig lead for caulking of joints of SCI pipes shall be issued as per theoretical consumption for SCI pipes of size 100 mm, 75 mm, 55 mm of 0.98 kg, 0.88 kg and 0.77 kg per joint respectively . Over and above the theoretical quantities of lead as marked out, variation of 5% shall be allowed for wastage etc. Any difference between the actual consumption of pig lead and theoretical consumption worked out on the above basis including the authorised variation shall be recovered at double the issue rate. Where the pig lead is arranged by the contractor, variation 5% will be allowed. In case variation is on lower side, the quantity of pig lead used less shall be recovered from the contractor at market rate to the determined by Engineer-in-charge whose decision in the matter

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10.2 The theoretical quantity of cement to be utilised in item of concrete involving use of shingle aggregate and missed by volume batching shall be computed on the basis of the co-efficient for cement to be used in different items of the work provided in the DSR reducing each of the co-efficient by 5%. However, here the concrete is mixed by weight batching no such reduction shall be made from theoretical co-efficient given in for concrete with crushed stone aggregate.

11. Conditions :-

11.1 The contractor will have to work according to the programmed work, decided by the Engineer-in-charge. The contractor shall also construct a sample unit complete in all respects within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.

11.2 The contractor shall take instructions from the Engineer-in-charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.

11.3 If as per Municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

12. Conditions for Issue of Materials :-

12.1 The materials will be issued to the contractor at the place of delivery as mentioned in the schedule of materials during the working hours as per rules of CPWD stores as in force time to time. If these are delivered at any other site, the difference an account of less/more cartage will be adjusted accordingly. The contractor shall have to cart the materials to the site of work at his cast as soon as these are issued.

12.2 The materials like reinforcing bars, flats, tees, angles, sheets, CI and SCI pipes etc. contemplated to be issued will be issued in available sizes and lengths and the contractor shall bear the cost of cutting and shaping them according to the requirement of work. No claim for the wastage on this account shall be entertained.

12.3 Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) at page 39 of CPWD specification 1996 with weatherproof roofs and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with CPWD Engineer-in-charge of work and that of other lock with the authorised agent of the contractor at the site of work so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties and proper account maintained in standard proforma.

12.4 The contractor shall be fully responsible for the safe custody of materials issued to him even if the materials are under double lock system.

12.5 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department and shall construct suitable godowns, yard at site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost. Materials to be charged directly to work and stipulated for issue of cost shall also be issued to contractor as soon as they are received at site or at the stipulated place of issue the provision of this clause will equally and fully be applicable to these items as well.

12.6 The standard sectional weights referred to as standard table in Para 5 .3.3 in CPWD specifications for works 1996 with upto date correction slips to be considered for conversion of length of various size of M.S. bars/twisted bars/TMT bars in to weight are as under :-

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Size (Dia. in mm)	Weight (in Kg/M)
6	0.222
8	0.395
10	0.617
12	0.888
16	1.58
18	2.00
20	2.47
22	2.98
25	3.85
28	4.83
32	6.31
36	7.99
40	9.85
45	12.50
50	15.42

Issue of steel of diameters above 10 mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However for bars M.S./cold twisted bars/TMT bars upto and including 10 mm the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variation between the actual and standard coefficient given above and the contractor's accounts will be debited by the cost of modified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

- 12.7 All materials obtained from Govt. stores or otherwise will be got checked by the Junior Engineer- in-charge of the work on receipt of the same at site before use.
- 12.8 Royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue Authority or Authorised Agent of the State Government concerned or Central Government.
- 12.9 For all kind of RCC works only OPC shall be allowed to be used. However PPC may be used for work other than RCC as per direction of Engineer-in-charge.
- 12.10 The contractor shall construct separate stores for storage of OPC and PPC at site and the contractor will not claim anything extra on this account.
- 12.11 Separate cement register showing the receipt and issue of OPC and PPC shall be maintained at site.
- 12.12 Cement to be supplied would be OPC or PPC as is available only. No special cement like white cement etc. shall be supplied. Cement issued will be for consumption at site. No cement will be issued for factory made items and those not manufactured at site.
- 12.13 Steel reinforcement bars to be supplied would be for RCC works only and not for other miscellaneous items, which would be arranged by the contractor.
13. Testing of Materials :-
- (a) The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
- (b) With a view to avoid controversy about quality of cement concrete as revealed in the test results of 7 days cubes falling short of the prescribed standards by over 10% to 20% and pending testing of balance cubes for 28 days as final confirmatory

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acceptance test, crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag.

- (c) In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out compression strength tests at his own costs. He shall render all assistance for preparation of cubes, safe custody of the same proper curing and carriage upto the laboratory where the test is to be performed. The cube tests can be performed at any laboratory approved by the Engineer-in-charge.

14. Integral Water Proof Finishing :-

14.1 The contractor must associate himself with the specialised firm to be approved by the Engineer-in-charge in writing for integral cement based water proofing treatment for sunken floors and on roofs. 10 years guarantee in prescribed proforma attached must be given by the specialised firm, which shall be countersigned by the contractor in taken for his overall responsibility. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance of the work done. However half of this amount (withheld) would be released after five years if the performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended to the same will be got done by another agency at the risk and cost of the contractor. However this security deposit can be released in full, if bank guarantee of equivalent amount for 10 years is produced and deposited with the Department. While tendering the contractor must give:-

- (a) The name of the specialised firm.
(b) The trade names of the product, which would be used.

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

This is agreement made this _____ day of _____ two thousand _____ between _____ (hereinafter called the Guarantor of the one part) and the President of India (hereinafter called the government 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 Government on the other part where by the contractor interalia, undertook to render the building and structures in the said contract rectified completely water and leak proof. And where the Guarantor agreed to give guarantee to effect that the said structures will remain water and leak proof for ten years from the date of giving of water proofing treatment. Now the Guarantor hereby guarantees that water proofing treatment given by him will render the structure completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date of after the maintenance period prescribed in the contract. Provided that the guarantor will not be responsible for leakage caused by earthquake of structural defects or misuse of roof or alteration and for such purpose.

(a) Misuse of roof shall mean any operation, which will damage water proofing treatment like chapping of firewood and things of the same nature which might cause damage to the roof.

(b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in part.

(c) 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 the notice from the Engineer-in-charge calling upon him to rectify. The defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the 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 break there under then the guarantor will indemnify the principal and his successors against all loss, damage, cost, expenses 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 Govt. on the decision of the Engineer-in-charge will be final and bringing on the parties. In witness whereof these persons have been executed by the Obligor _____ and by _____ and for and on behalf of the President of India on the day, month and year first above written.

Signed, sealed and delivered by Obligor in the presence of

1.

2.

Signed for and on behalf of the President of India by _____
the presence of

1.

2.

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CORRECTION SLIP FOR GENERAL CONDITIONS OF CONTRACT
FOR CPWD WORKS 2003

Correction Slip No.1

Page 15,'existing Clause 2 Compensation for delay' shall be substituted as under :

“if the contractor fails to maintain the required processes in terms of clauses 5 or 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 government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 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. Compensation for delay of work : @ 1.5% per month of delay to be computed on per Day 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 to 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 the government. In case, the contractor does not achieve a particular milestone mentioned in schedule-E or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on 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.
(vide DGW/CON/174 dt. 06-2-2003 read with DGW/CON/176 dt. 28-2-2003)

Correction Slip No.2

Page 16 new Clause 2 A, incentive for early completion shall be inserted as under : In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor subject to a maximum limit of 5% (five percent) of the tendered value amount of bonus, if payable, shall be paid along with final bill after completion of work.
(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.3

Page 16, Clause 3 ‘when contact can be determined,’ last three lines of Para (vii) shall be substituted as under :

“If the work is not started by the contractor within 1/8” of the stipulated time. When the contractor has made himself liable for action under any of the cases aforesaid Engineer-in-charge on behalf of the President of India shall have power”.
(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.4

Page 17. Sub-Clause(a) shall be substituted as under :

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“To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contactor under the hand of Engineer-in-charge shall be conclusive evidence. Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.5

Page 17, Sub-Clause(b), shall be deleted.
(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.6

Page 17, Clause(C) shall be substituted as under :

“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 out of his hands and to give it to another contractor to complete the work. The contractor, whose contracts is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.7

Page 17, last but one Para starting with the words “Value so certified” shall be substituted as under :

“In the event of above course(s) being adopted by Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchases 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 subm 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 he entitled to be paid the value so certified”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.8

Page 17, last para starting with the words “Provided further” and ending with “so forfeited” shall deleted :
(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.9

17. Page 17, new clause 3A shall be inserted as under :

“In case, the work cannot be started due to reasons not within the control of the contractor within 1/8 of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and the Performance Guarantee of the contractor shall be

refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.10

18. Page 18, Clause 5 and 5.1, “Time and Extension for delay” shall be substituted as under :

“The time allowed for execution of the works as specified in the schedule ‘F’ or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 15 th Day or such time period as mentioned in letter of Award after the date which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely”. As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. 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 of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed 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 programme has been agreed upon) complete the work as per milestone given in schedule ‘F’.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.11

Page 19, Clause 5.3 and 5.4, shall be substituted as under :

“Request for rescheduling of Milestones and 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 on 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 the authority mentioned in Schedule ‘F’ may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 months of the date of 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 this shall be binding on the contractor.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.12

Page 25, Clause 10 B, Para (ii) “Mobilisation on Advance”, shall be substituted as under :

“Mobilisation advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank guarantee Bond from a Scheduled Nationalised bank as specified by the Engineer-in-charge for the full amount of such advance is released. Such advance shall be in two or More instalments to be determined by the Engineer-in-charge at his absolute

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discretions. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent instalments shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier instalment to the entire satisfaction of the Engineer-in-charge". Mobilisation advance shall be admissible only for works where estimated cost put to tender is rupees two crores and above".

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.13

Page 25 & 26, Clause 10B, Para (iii) "Plant & Machinery Advance" starting with the words "An Advance for" and ending with the words "commissioning the same" shall be substituted as under :

"Plant, Machinery & Shuttering Material Advance". An advance for plant & machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipments as may be decided by the Engineer-in-charge. The contractor shall, if so required by the Engineer-in-charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognised by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs.50,000/-, seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.14

Page 26, Clause 10 B, the following new para shall be inserted after 1 st para of 10 B (iii) as under :

"Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following : -

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer-in-charge, and
3. The Contractor"

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.15

Page 26, Clause 10 B, 'Interest & Recovery' in 11th line of para IV for figures '18%' read the figures '10%'

(Vide DGW/CON/174, dt. 6-02-2003)

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Correction Slip No.16

Page 26, Clause 10 C, 'Payment on account of increase in prices/wages due to statutory order(s)'

shall be substituted as under :

"If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question. If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or orders (but not due to any changes in sales tax) and such decreases in the prices and/or wages prevailing at the time of receipt of the tender for the work. Government shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with Clause-10 thereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. The contractor shall, for the purpose of this conditions, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Government and further shall, at the request of the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and / or wages of labour, give notice thereof to the Engineer-in-charges stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply".

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.17

Page 27, Clause 10 CC, 'Payment due to increase/decrease in prices/wages after receipt of tender

for works (Time period of more than 18 more than 18 months)' 1 st para beginning with the words

"If the prices" and ending with the words "following provision" shall be substituted as under :

"If the prices of material (not being materials supplied or services rendered at fixed prices by the Department in accordance with clauses 10 & 34 thereof) and / or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work

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done during the stipulated period of the contract. No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under Clause 2 and also no such compensation shall be payable for a work for which the stipulated period of completion is 18 months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions".
(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.18

Page 28, Clause 10 CC, last three lines of Para (iv) (C) shall be substituted as under :

“MI: All India Wholesale Price Index for Construction material for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.19

Page 29, Clause 10 CC, last four lines of Para (iv) (C) shall be substituted as under :

“MI: All India Wholesale Price Index for Construction Material Valid on the last stipulated date of receipt of tender including extension, if any as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.20

Page 31, Para 12.1.1. shall be renumbered as 12.1. :

(Vide DGW/CON/175, dt.26-02-2003)

Correction Slip No.21

Page 31 & 32, Para 12.1.2 shall be deleted

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.22

Page 32 - 33, Para 12.2 shall be inserted as under :

“Deviation, Extra items and pricing In the case of extra items (s) the contractor may within fifteen days of receipt of order of occurrence of the items (s) claim rates, supported by proper analysis, for the work and the Engineer-in-chief 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. Deviation, substituted Items, Pricing. In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

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

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall

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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).

(c) Deviation, Deviated Quantities Pricing. In the case of contract items, substituted items, contract-cum-substituted items, which exceed the limits laid down in schedule 'F', the contractor may within fifteen days of receipt of order or 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 schedule 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".

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.23

Page 33, Para 12.3 shall be substituted by the following Para :

"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 schedule 'F', and the Engineer-in-charge shall after giving notice to 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.

(Vide DGW/CON/174, dt. 26-02-2003)

Correction Slip No.24

Page 33, Para 12.5 shall be amended as under :

Existing Amendment / New introduce For the purpose of operation of Clause 12.1.2 (vi) the following

works shall be treated as works relating to foundation : For the purpose of operation of Schedule 'F' the following works shall be treated as works relating to foundation

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.25

Page 45, Clause 21 "Work not to be sublet. Action in case of insolvency' shall be substituted as

under :

"The contract shall not be assigned or subject without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or because insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any 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 to any public officer or person in the employ of Government 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 on behalf of the President of Indian shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue".

(Vide DGW/CON/175, dt. 26-02-2003)

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Correction Slip No.26

Page 93, Schedule 'F', the following correction shall be made :

Existing Amendment	/ New introduce
(i) Earnest Money : Rs.	(i) Earnest Money : Rs.
(ii) Nil	(ii) Performance guarantee: 5% of tendered value.
(iii) Security Deposit : 10% of tendered value subject to maximum of Rs. 5 lakhs	(iii) Security Deposit : 5% of tendered value

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.27

36. Page 94, Clause 12, Schedule 'F', the following amendment shall be made :

Existing Amendment	New introduce
Clause 12 12.1.2 (iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2 (I) & (ii) 12.1.2 (iii)	Deleted
12.1.2 (iii) Plus/Minus the % over the rte entered in the schedule of rates.	Deleted
12.1.2 (vi) A Deviation limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply	Deleted
12.1.2 (vi) B (a) Limit for value of any item of any individual trade beyond which sub-clauses (I) to (v) shall not apply and clauses 12.2 & 12.3 shall apply.	Deleted

(Vide DGW/CON/175, dt. 26-02-2003)

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Sl. No.	Description of Work	Qty.	Unit	Rate In Rupees		Amount
				In Fig.	In Words	
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2	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	170	100 sq m			
3	Surface dressing of the ground including removing vegetation and un-equalities not exceeding 15 cm deep and disposal of rubbish , lead up to 50 m and lift up to 1,5 m all kind of soil .	170	100 sq m			
4	Dismantling and stacking within 50 m lead fencing posts including all earth works and dismantling of concrete etc. in base of R.C.C.	15	No.			
5	Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 50 m lead .	125	Kg.			
6	Providing and laying in position Cement Concrete of specified grade 1:4:8 (1 cement : 4 coarse sand : 8 aggregate) 40 mm nominal size excluding the cost of centering and shuttering all work up to plinth level. All around the compound wall .	2.26	Cum			
7	Brick work with FPS bricks of class designation 75 in foundation & plinth in cement mortar 1:6 (1 Cement : 6 coarse sand).	9.00	Cum			
					Total C.O. Rs.	

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Sl. No.	Description of Work	Qnty.	Unit	Rate In Rupees		Amount
				In Fig.	In Words	
					Total B.F. Rs.	
8	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	2.31	Cum			
9	12 mm cement plaster of mix 1:6 (1 cement 6 fine sand).	90.65	Sqm			
10	Colour washing such as green, blue or buff to give an even shade two coats with a base coat of white washing with lime both inside and out side of the wall. As per item no.-12 above .	90.65	Sqm			
11	Steel work welded in built up sections/framed work including cutting, hoisting, fixing in position and applying a primingcoat of approved steel primer using structural steel etc. as required in grating, frames, guard bar, ladder, railing, brackets, gates and similar works. Grill & Small Gate	572.5	Kg			
12	62 mm thick cement concrete flooring with concrete hardener topping under layer 50 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick cement hardener consisting of ix 1:2 (1 cement hardenermix : 2 graded stone aggregate 6 mm nominal size) by volume. Hardenening compound is mixed @ 2 litre per 50 kg of cement or as per manufacturers specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	45.00	Cum			

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Sl. No.	Description of Work	Qty.	Unit	Rate In Rupees		Amount
				In Fig.	In Words	
					Total B.F. Rs.	
13	Supplying and stacking of good earth at site including royalty and carriage up to 1 km (earth measured in stacks will be reduced by 20 % for payment).	51.00	Cum			
14	Supply and stacking of site dump manure from approved source, including carriage (manure measured in stacks will be reduced by 8% for payment). Screened through seive of I.S. 20 mm	25.50	Cum			
15	Mixing earth and manure in proportion specified or directed	76.50				
			TOTAL Rs.			

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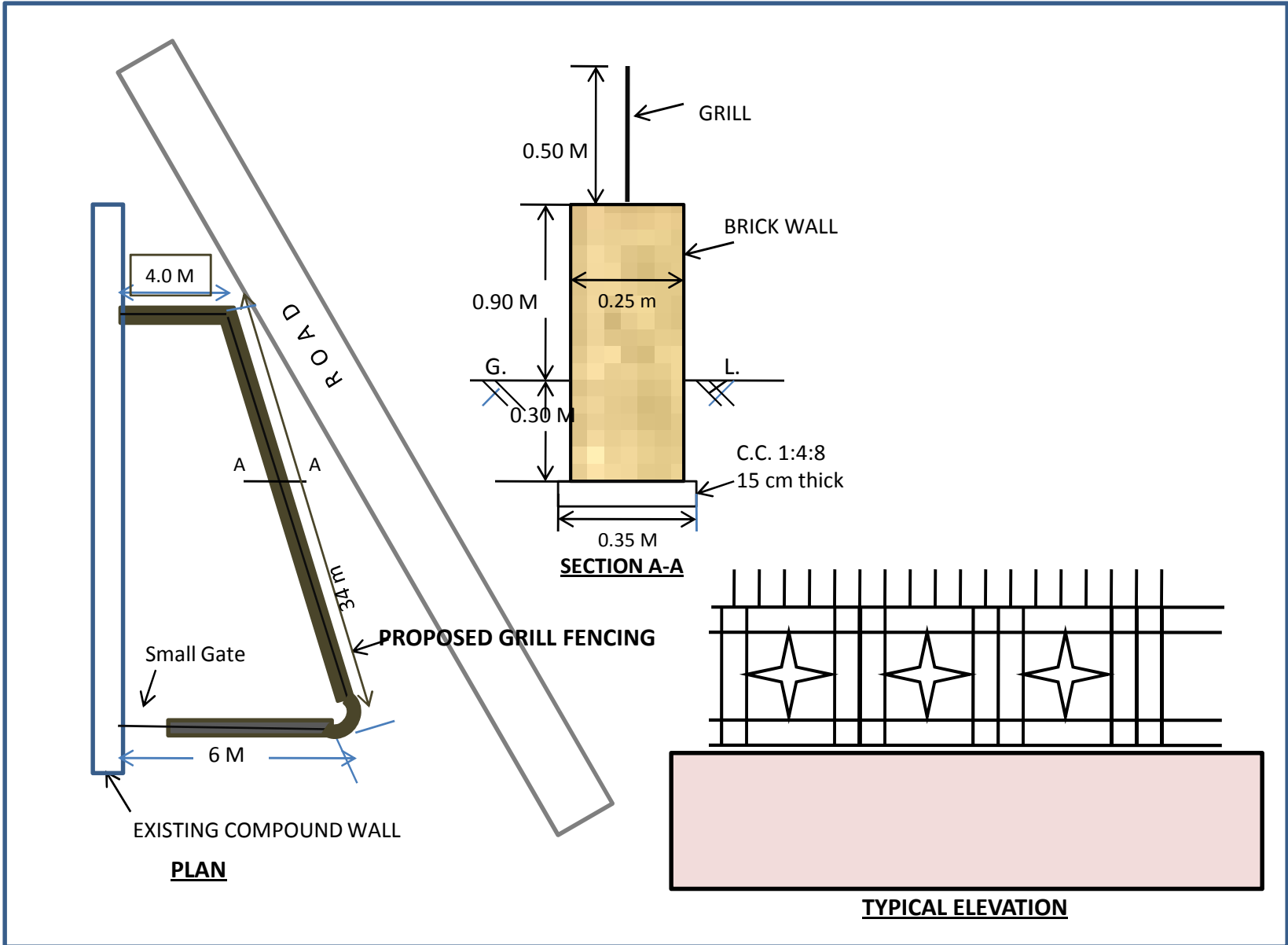
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