

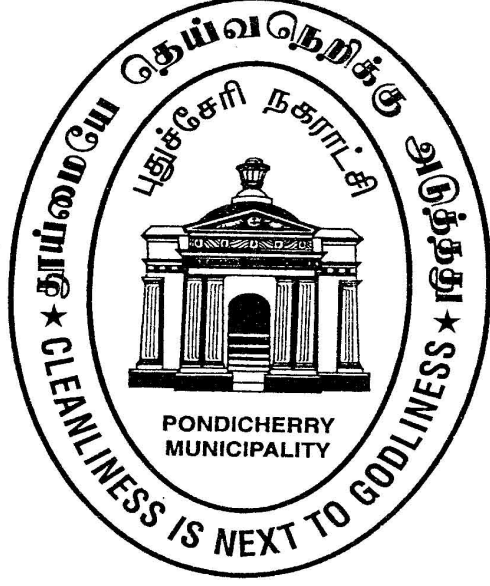


**PUDUCHERRY MUNICIPALITY
PUDUCHERRY**

NOTICE INVITING TENDER

1. Tender for the work of : CONCRETING THE PAPPAMALLE KOIL STREET
CONNECTING S.V.PATEL SALAI AND SALAI STREET
IN MUTHIALPET VIA SOLAI NAGAR YOUTH
HOSTEL(FROM KADHI BOARD OFFICE TO ANNAI
SATHYA NAGAR CROSS ROAD) - PHASE-I
2. Estimate Cost put to tender : **Rs.14, 22,762 /-**
3. This tender contains :56 pages
4. Earnest Money Deposit : **Rs.28,455 /-**
5. Tender Date and time :
6. Class in which the contractor is enlisted :
7. Name and address of contractor is enlisted :
8. Date of application of tender by the contractor :
9. Date of receipt : Opened on
-----at-----P.M
10. Date of issue of tender schedule :
11. E.M.D reference :

COMMISSIONER.



PUDUCHERRY MUNICIPALITY
PUDUCHERRY

NOTICE INVITING TENDER

FORM-6

**PUDUCHERRY MUNICIPALITY
PUDUCHERRY**

Form 6

NOTICE INVITING TENDER

1. Item rate/ percentage rate tenders are invited on behalf of Municipal Council approved and eligible contractors of C.P.W.D and those of appropriate list of P&T M.E.S and Puducherry State P.W.D for the work of **CONCRETING THE PAPPAMALLE KOIL STREET CONNECTING S.V.PATEL SALAI AND SALAI STREET IN MUTHIALPET VIA SOLAI NAGAR YOUTH HOSTEL(FROM KADHI BOARD OFFICE TO ANNAI SATHYA NAGAR CROSS ROAD) - PHASE-I**

1.1 The Work is estimated to cost **Rs14,22,762** /- This estimate, however, is given merely as a rough guide.

1.2 Tender will be issued to eligible Contractor registered in Puducherry P.W.D. and Non-P.W.D Contractors who produce definite proof from the appropriate authority, which Shall be to the satisfaction of the competent authority if having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for issued of tender documents

1.3 Conditions for Non-P.W.C Contractors Only:

For works estimated to cost above Rs.25 lakhs but upto Rs. 2 Crores.

Three Similar works each costing not less than 30% Of the estimated cost put to tender; during the last 5 Years subject to the condition that the cost of each such work should not be less than Rs.15 lakhs.

1.4 Conditions for PWD as well as Non-PWD Contractors:

1.4.1 For works estimated to cost above Rs.10 crores

Two similar works each of value 60% of the estimate cost or one similar work costing not less than the estimated cost (rounded off to nearest 4.10 lakhs) in the last seven years ending last day of the month previous to the one in which the tenders are invited.

For the purpose of this clause "Similar works means the works of **CONCRETING THE PAPPAMALLE KOIL STREET CONNECTING S.V.PATEL SALAI AND SALAI STREET IN MUTHIALPET VIA SOLAI NAGAR YOUTH HOSTEL(FROM KADHI BOARD OFFICE TO ANNAI SATHYA NAGAR CROSS ROAD) - PHASE-I**

2. Agreement shall be drawn with the successful tenderer on prescribed Form No.8 which is available with Puducherry Municipality, Puducherry. The Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **four (4)** months including Monsoon period Month from the tenth day after the date of written orders to commence the work or from the first date of handing over of the site whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available

OR

The site for the work shall be made available in parts as specified below:

PAPPAMALLE KOIL STREET (FROM KADHI BOARD OFFICE TO ANNAI SATHYA NAGAR CROSS ROAD

5. Receipt of applications for issue of forms will be stopped by 4.00p.m four days/three days before the date fixed for opening of tenders. Issue of tender forms will be stopped three/two days before the date fixed for opening of tenders.

6. Tenders, which should always be placed in sealed envelop, with the name of work and due date written on the envelopes, will be received by the Commissioner Puducherry Municipality upto 3.30. p.m. on ----- and will be opened by him or his authorized representative in his office on the same day at 4.00 p.m.

7. Tenders documents consisting of plans, specification, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer Division, Puducherry Municipality Puducherry, between hours 11.00 A.M to 2.00 PM and 2 to 4.00 PM from ----- to ----- everyday except on Saturdays, Sundays and Public Holidays, Tender documents excluding standard form, will be issued from his during the hours specified above, on payment of the following:-

(i) Rs.500+3.5% sales Tax in cash as cost of tender documents and (ii) E.M.D of **Rs.28,455** /-
(ii) .Cash (upto) Rs.10,000/-) Receipt /Trasurery Chalan/Deposit at all Receipt of a scheduled Branch / Demand Draft of a Scheduled Bank in favour of the commissioner, Puducherry Municipality. Puducherry when amount of earnest Money is more than Rs.5 lakhs. Part of Earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of Earnest Money (but not less than Rs.5 Lakhs) or Rs. 25 lakhs. Which ever is less, will have to be deposited in shape prescribed above. For balance amount of Earnest Money Bank guarantee will also acceptable.

8. The description of the work is as follows:-

CONCRETING THE PAPPAMALLE KOIL STREET CONNECTING S.V.PATEL SALAI AND SALAI STREET IN MUTHIALPET VIA SOLAI NAGAR YOUTH HOSTEL(FROM KADHI BOARD OFFICE TO ANNAI SATHYA NAGAR CROSS ROAD) - PHASE-I

Copies of the other drawings and documents pertaining to the works will be open 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 subsoil (so far as is practicable), the form and nature of the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and 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 and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer 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 a conditions and rates at which stores, tools and plant etc., will be issued to him by the PUDUCHERRY MUNICIPALITY and local conditions and other factors having bearing on the execution of the work.

9. The Competent authority on behalf of the municipal council does not bind itself accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

The competent authority also reserves its right to allow to the Central Government Public Sector Enterprises, Joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in tender, other things being equal, in case of tenders/quotations whose date of receipt is upto 31.3.2005, subject to the estimated cost being of Rs.Five crore and above.

The Public Enterprises who avail benefit of the purchase preference would be subjected to adequate penalties for cost over runs etc.,”

10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The Competent authority on behalf of Municipal Council 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.

12. The contractor shall not be permitted to tender for works in the Puducherry Municipality, Puducherry (responsible for ward 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 names of persons who are working with him in any capacity or are subsequently employed him and who are near relatives to any gazetted officer in the Puducherry Municipality, Puducherry. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this municipality.

13. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Puducherry is allowed to work as contractor for a period of two years after his retirement from Government services, without the previous permission of the Government of Puducherry 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 Puducherry as aforesaid before submission of the tender or engagement in the contractors service.

14. The tender for the works shall remain open for acceptance for a period of Sixty days(60) from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modifications in the terms and Conditions of the tender which are not acceptable to the department, then the government without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

15. This notice inviting tender shall form a part of the contractor document. The successful tenderer/contractor, on acceptance of his tender by the accepting authority, shall, within 10 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 and acceptance thereof together with any correspondence leading thereto.
- (b) Standard form 8.

Signature of the Commissioner.

For and on behalf of Municipal Council

**PUDUCHERRY MUNICIPALITY
PUDUCHERRY**

ITEM RATE TENDER AND CONTRACT FOR WORKS

(A) Tender for the work of –

CONCRETING THE PAPPAMALLE KOIL STREET CONNECTING S.V.PATEL SALAI AND SALAI STREET IN MUTHIALPET VIA SOLAI NAGAR YOUTH HOSTEL(FROM KADHI BOARD OFFICE TO ANNAI SATHYA NAGAR CROSS ROAD) - PHASE-I

(I) To be submitted by 3.30 p.m. on ----- to the Commissioner Puducherry Municipality.

(II) To be opened in presence of tenders who may be present at 4.00 p.m.

On ----- in the office of the Commissioner Puducherry Municipality.

Issued to -----

(Contractor)

Signature of officer issuing the documents-----

Designation -----

Date of issue -----

TENDER

I/We have read and examined the notice inviting tender, schedule A,B,C,D,E, and F, Specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rates and other documents and rules referred to in the conditions of contract and all other contents in the tender documents form the work.

I/We hereby tender for the execution of the work specified for the Municipal Council within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 General Rules and Directions and in Clause 11 of the Conditions of Contract and with such materials as are provided, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Sixty (60) days from the due date of submission thereof and not make any modifications in its terms and conditions.

A sum of **Rs.28,455** /- has been deposited in Cash/(upto Rs.10,000/-) Receipt Treasury Chalan/Deposit at Call Receipt of a Scheduled Bank Demand draft of Scheduled Bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee fail to commence the work. I/we agree that the said Municipal Council or his successors in officer shall without prejudice to any other rights 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 work referred to in the tender documents upon the terms and conditions contains or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

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 therefrom to any person other than a person to whom I/we/am/are authorized to communicate the same or use the information in any manner prejudicial to be safety of the State.

I/We agree that should I/we fail to commence that work specified in the above memorandum, and amount equal to the amount of the earnest money mentioned in the form of invitation of tender and performance guarantee shall be absolutely forfeited to the Municipal Council or his successors in office and the same may at the option of the competent authority on behalf of the Municipal Council be recovered without prejudice to any other right or remedy available in law out of the deposit in so far 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.

Signature of Contractor
Postal Address

Dated-----

Witness:

Address:

Occupation:

PERCENTAGE RATE TENDER FOR CONSTRUCTION WORKS

I / We hereby tender for the execution for the Municipal Council of the work specified in the underwritten memorandum within the time specified in such memorandum at an amount of Rs.-----
----- (Rupees -----)

i.e ----- percent below/above the rates entered in the Schedule 'A' and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 thereof and in Clause 11 of the conditions of the contract and with such material as are provided for, and in all other respects in accordance with such conditions as far as applicable. I/We hereby agree to the percentage mentioned above being deducted from/added to the gross amount of the bills for work done.

Date:

Signature of Contractor
Postal Address

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder is accepted by me for and on behalf of the Municipal Council for a sum of Rs. -----
(Rupees-----
-----)

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

- (a)

- (b)

- (c)

For and on behalf of the Municipal Council

Signature-----

Dated----- Designation-----

PUDUCHERRY MUNICIPALITY

PUDUCHERRY

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in Public places and signed by the officer inviting tender or by publication in newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by firm, it must be signed separately by each partner thereof or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule 'A', he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of works to which they refer, written on the envelopes.

5. The officer inviting tender or of his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipts for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of

identification sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tenderers shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.

8. The memorandum of work rendered for an the schedule of materials to be supplied by PUDUCHERRY MUNICIPALITY and their issue rates, shall be filled and completed in the office of the officer inviting tender before the tender from is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the office to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the Officials Secret Act, 1923 for maintaing secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall all the drawing given to them.

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quotes by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved to be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quotes by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which correspond with the amount worked out by the contractor shall, unless otherwise proved to be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved to be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and exquisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs'. Should be written before the figure of rupees and word 'P' after the decimal figures, e.g., Rs.2.15 P and in case of words, the word, "Rupees" should precede and the word 'Paise' should be written at the end. Unless the rates is in whole rupees and followed of the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

12A. In Percentage Rate tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written figures as well as in words 'Rs'. should be written before the figure or rupees and word 'P' after the decimal figures, e.g.Rs.2.15P and in case of words, the 'Rupees' should precede and the word 'Paise' should be written at the end.

13. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable Bank Guarantee bond of any scheduled bank or state bank of India in accordance with the form prescribed or in cash or in the form of Govt security, fixed deposit receipt etc., as in the case of recovery of security deposit within 15days of the issue of letter of intent but before award of work. This period can be further extended by the engineer-in -charge up to a maximum period of 7 days on written request of the contractor.

13A. A sum @ 10% of the gross amount of the bill shall be deducted form each running bill of contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work. (Bank Guarantee is not to be accepted as security deposit)

14. On acceptance of the tender the name of the accredited representative (s) of the contractor who would be responsible for taking instructions form the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.

15. Sales tax, Purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and Municipality will not entertain any claim whatsoever in respect of the same.

This work is covered under Section 78 of Puducherry Value Added Tax Ordinance, 2007 and hence the contractor is liable to pay a VAT at 2.8% of work done.

16. The contractor shall give a list of both gazetted and non-gazetted Municipality employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves as/have tendered or who may and has /have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to be summarily rejected.

18. The tender for composite work includes in addition to building work other works such as sanitary and water supply installations, drainage installations, electrical work, horticulture work, roads and paths etc. Tender must associate himself with agencies of tender for sanitary and water supply drainage, electrical and horticulture works, if any in the composite tender.

19. The contractor shall submit list of works which are in hand (progress) in the following form:

Name executed (2)	Name and particulars of Divn. Where is being (3)	Value of Work Progress (4)	Position of Work in (5)	Remarks (1)
-------------------------	--	-------------------------------------	-------------------------------	----------------

20. The Contractor shall comply with the Provisions of the Apprentices Act., 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the commissioner. May in his discretion with out prejudice to any other right or remedy available in law to cancel the contract. The contractor shall also be liable for any pecuniary liability arising an account of any violation by him of the provisions of the said Act.

SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed): page from 18 to 22

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

SI.	Description	Quantity	Rates in figure and words at which the Material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)

Cement	}	Own Use
Bitume		

SCHEDULE 'C'

Tools and plants to be hired to the contractor

SI.No.	Description	Hire charges per day	Place of issue
(1)	(2)	(3)	(4)

Municipal Store

SCHEDULE 'D'

Extra Schedule for specific requirements/documents of the work. If any.

SCHEDULE 'E'

Schedule of component of materials, labour, etc., for escalation.

10 CC deleted

10 CA Introduced

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of Work :**CONCRETING THE PAPPAMALLE KOIL STREET CONNECTING S.V.PATEL SALAI AND SALAI STREET IN MUTHIALPET VIA SOLAI NAGAR YOUTH HOSTEL(FROM KADHI BOARD OFFICE TO ANNAI SATHYA NAGAR CROSS ROAD) - PHASE-I**

Estimate Cost Work : Rs.14,22,762 /-
 Earnest Money : Rs 28,455 /-
 Performance Guarantee : 5% of Tendered Value
 Security Deposit : 5% of tendered Value

GENERAL RULES & DIRECTIONS : Officer inviting tender-Commissioner, Puducherry Municipality.
 Maximum percentage for quantity of items of work to executed beyond which rates are to be determined in accordance with -----%
 Clauses 12.2 & 12.3 **(See below)**

Definitions:

2(v)	Engineer-in-charge	Executive Engineer Puducherry Municipality
2(viii)	Accepting Authority	Municipal Council
2(x)	Percentage on cost of material and labour to cover all overheads and Profits.	10%
2(xi)	Standard Schedule of	Puducherry Schedule of Rates for Rate the Year- <u>2007-08</u>

Clause 1

- (i) Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance, in days 15 days
- (ii) Maximum allowable extension beyond the Period as provided in (i) above in days 7 days

Clause 2

Authority for fixing compensation under Municipal council, Puducherry.

Clause 2.
Clause 2A

Whether clause 2A shall be applicable No

Clause 5

Para(i) Time allowed for execution work. Four (4) Months(including Moonsoon Period)

PUDUCHERRY MUNICIPALITY
PUDUCHERRY

NAME OF WORK:

CONCRETING THE PAPPAMALLE KOIL STREET CONNECTING S.V.PATEL SALAI AND SALAI STREET IN MUTHIALPET VIA SOLAI NAGAR YOUTH HOSTEL (FROM KADHI BOARD OFFICE TO ANNAI SATHYA NAGAR CROSS ROAD) - PHASE-I

TENDER SCHEDULE

DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
ITEM NO.1 Earth work in excavation in foundation trenches or drains (not exceeding 1.5m in width or 10sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5m. including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50m - all kinds of soil.	58.00 cum		1cum (One Cubic metre)	
ITEM NO.2 Supplying and filling in plinth with river sand under floors including, watering, ramming consolidating and dressing complete.	126.00 cum		1cum (One Cubic metre)	
ITEM NO.3 providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 1:1.5:3 (1 cement : 1.5 sand : 3 graded stone aggregate 20mm nominal size).	151.00 cum		1cum (One Cubic metre)	
ITEM NO.4 Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 1:2:4 (1 cement : 2 sand : 4 graded stone aggregate 20mm nominal size).	5.00 cum		1cum (One Cubic metre)	
ITEM NO.5 Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 1:3.6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal				

DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
size).	38.00 cum		1cum (One Cubic metre)	
ITEM NO.6 Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level 1:5:10 (1 cement : 5 sand : 10 graded stone aggregate 40mm nominal size).	195.00 cum		1cum (One Cubic metre)	
ITEM NO.7 Centring and shuttering including strutting, propping etc. and removal of form work for - foundations, footings, bases for columns.	422.00 sqm		1sqm (one square metre)	
ITEM NO.8 Reinforcement for R.C.C work including straightening cutting, bending, placing in position and binding all complete - Thermo mechanical treated bars - (TISCO / VIZAG / IISCO / SAIL)	368.00 kg		1kg (one kilogram)	
ITEM NO.9 Providing and fixing in position 12mm thick bitumen impregnated fibre board conforming to IS:1838 including cost of primer, sealing compound in expansion joints. (per cm depth per 100m length)	51.00 unit		1unit (one unit)	
ITEM NO.10 Cement concrete flooring 1:2:4(1 cement: 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, rounding off edges and strips etc. but excluding the cost of nosing of steps etc. complete - 50mm thick with 20mm nominal size stone				

DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
aggregate.	45.00 sqm		1sqm (one square metre)	
ITEM NO.11 Providing and laying interlocking paver blocks of size 227mmX124X80mm and thick 80mm having compressive strength not less than 40N/sqm. The rate includes the cost of interlocking paver, sand for filling necessary kerb blocks and charges for compacting, the sand with mechanical compactor laying the interlocking pavers upto level and compacting etc., complete as directed Engineer-in-charge.	153.00 sqm		1sqm (one square metre)	
ITEM NO.12 12 mm cement plaster of mix - 1:4 (1 cement : 4 fine sand)	228.00 sqm		1sqm (one square metre)	
ITEM NO.13 Demolishing cement concrete including disposal of material within 50 metres lead.-1:3:6 or richer mix.	9.00 cum		1cum (One Cubic metre)	
ITEM NO.14 Demolishing brick work including stacking of serviceable material and disposal of unserviceable material within 50 metres lead;-in cement mortar.	16.00 cum		1cum (One Cubic metre)	
ITEM NO.15 Providing and fixing G.I.pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. (internal work) exposed on wall - 32 mm nominal bore.(3.17kg/m)	45.00 metre		1metre (one metre)	
ITEM NO.16 Providing and fixing G.I. pipes				

DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
complete with G.I. fittings including trenching and refilling etc. (external work) 150 mm nominal bore.	32.00 metre		1metre (one metre)	
ITEM NO.17 Scarifying including picking up scarified material stacking of old serviceable materail and stacking of old serviceable material within a lead of 100 metres - stone metal crust 50mm to 100mm thick with pick axes along with premix carpet/surface dressing. As per clause no 501 of MOST specification.	1204.00 sqm		1sqm (one square metre)	
ITEM NO.18 Earth work in excavation and filling in embankment earth work excavation by manual means - where the lead of earth work is upto 495 metres(when earth work is taken from embankment cutting of from barrow pits). earthwork in excavation exclusive of compensation of earth in ordinary soil - kassi work undressed involving an average horizontal throw upto 2 metres and an average vertical lift upto 0.50 metre including breaking of clods. As per cluase No.301 to 305 of MOST specification.	277.00 cum		1cum (One Cubic metre)	
ITEM NO.19 Compaction of orginal ground with maximum of six passes of 8 to 10 tonnes power roller including filling in depression occuring during rolling. As per cluse No. 305 3.4 of MOST specification.	1156.00 sqm		1sqm (one square metre)	
ITEM NO.20 Disposal of debries / surplus excavated earth including loading,				

DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
unloading and conveyance to low lying areas within 2KM lead as directed by the Engineer - in-charge.	451.00 cum		1cum (One Cubic metre)	
ITEM NO.21 Making and filling expansion joints with bitumen filler (bitumen 40 percent, asbestos 5 percent and sand 55%) 12mm wide.	928.00 metre/cm		1metre/cm (one metre per centimetre)	
ITEM NO.22 Painting two coats after filling the surface with synthetic enamel paint in all shades on new plastered concrete surfaces.	33.00 sqm		1sqm (one square metre)	
ITEM NO.23 Providing and fixing R.C.C name board of standard design including painting two or more coats with white zinc paint over priming coat - Flat without post for one direction only.	2.00 no.		1no. (one number)	
ITEM NO.24 Raising the manhole the required level with necessary brickwork, PCC 1:2:4 finishing, removing and refixing the manhole cover as directed by the Engineer-in-charge.	5.00 no.		1no. (one number)	

Para(ii) of work	Authority to give fair and reasonable extension of time for completion	Municipal Council Puducherry
Clause 7	Gross Work to be done to gether with net payment/ adjustment of advances for material collected. If any, Since The last such payment for being eligible to interim payment.	<u>Rs.1, 00,000</u>
Clause 10CC	Clause 10CC to be applicable in contracts with stipulated period of completion exceeding period shown in the next Column.	18 months
Clause 11	Specifications to be followed for execution of works	C.P.W.D. specifications 1996,Vol. 1 to Vol. V1 &2002 MOST, MORTH, IRC 7 CPHEEO SPECIFICATIONS AND MANUALS (with Correction slips and subsequent publications)
12.2 & 12.3 (iii)	Devlation limit beyond which Clause 12.2 & 12.3 shall apply for (i) building works	
12.5	Deviation limit beyond which clauses 12.2/12.3 shall apply for (i) For maintenance work building work of the time bound urgent & emergency nature. (ii) For foundation work	30% 50% 100%
Clause 16	Competent Authority for deciding reduce of rates	Municipal Council

Clause 36 (i) (modified)

Minimum qualifications and experience required for Principal Technical Representative.
Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-charge the name(s), qualifications experience ago, address(s) and other particulars along with certificates, of the principle technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualification and experience shall not be lower than specified in Schedule- F. The Engineer-in-charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) and other technical representative(s) and other technical representative(s) shall be appointed by the available at site before start of work.

All the provisions applicable to the Principles technical representative under the Clause will also be applicable to other technical representatives(s). The principles technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representatives(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representatives(s) shall be actually available at site fully during all stages of execution of work, during recoding/checking/test checking of measurements of works and whenever so required by the Engineer-in-charge and shall also note down instructions conveyed by the Engineer. In charge or his designated representatives(s) in the site order book and shall affix his/their signature in taken of noting down the instructions and in taken of acceptance of measurements/checked measurement/test checked measurements. The representatives(s) shall not look after any other work substitutes; duly approved by Engineer-in-charge of the work in similar manner as lore said shall be provided in event of absence of any of the representatives(s) by more than two day.

In the Engineer-in-charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is are effectively appointed or is/are effectively attending on fulfilling the provision of this clause,. A recovery (non-refundable) shall be effected from the contractor as specified in schedule 'F' and the decision of the Engineer-in-charge as recorded checked /test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable principals technical representative and /or technical representative(s) and If such appointed persons are not effectively present or absent by more than two days with out duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-charge shall have full power to suspend the execution of the work until such date as suitable other technical representatives(s) is/are appointed and the contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-charge.

Accordingly existing provision of “Schedule – F” related to clause 36(i) is substitute with modified provision as following:-

“Requirement of Technical Representative(s) and Recovery Rate

SL -o.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures	Words
1	Graduate	CIVIL	Graduate or retired A.E possessing atleast recognized Diploma	3 year		(i) 4000/- p.m for Graduate. (ii) Rs.2000 p.m for Diploma Holder	Do Do

Assistant Engineer retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Necessary amendments to works Manual 2003 are being issued separately.

Clause 42

- (i) (a) Schedule/Statement for determining theoretical quantity of cement and bitumen on the basis of Delhi Schedule of Rates 1993 Printed by C.P.W.D.
- (ii) Variations permission on theoretical quantities.
 - (a) Cement for work with estimated cost put to tender more than Rs.5 lakhs. } 3% Plus/minus
 - For Works with estimated cost put to tender more than Rs. 5 lakhs } 2% plus/minus
 - (b) Bitumen all works } 2.5% plus only and nil on minus side
 - (c) Steel reinforcement and structural steel sections for each diameter, section and category . } 2 % plus/minus
 - (d) All other materials } Nil.

**RECOVERY RATES FOR
QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl.	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond Permissible Variation	Less use beyond the Permissible Variation
(1)	(2)	(3)	(4)
1.	Cement	} Nil	
2.	Steel reinforcement		
3.	Structural sections		
4.	Bitumen issued Free		
5.	Bitumen issued at Stipulated fixed price		

SPECIAL CONDITION IN THE AGREEMENT

CLAUSE 47: “During the course contract period, deduction of ‘CESS’ to provide social security and various Welfare benefits through the Puducherry Buildings and other construction workers’ Welfare Board under section 18 of the buildings and other construction Workers Cess collection Act, 1996 shall be made at the rate of 1% (One percent) of the gross amount of each bill or as per the advice of the Government of Puducherry.

GENERAL CONDITIONS

1. The work shall in general be carried out in accordance with CPWD Specifications for works in Delhi 1996 Volume I to VI with correction slips issued from time to time and Revised CPWD Specification 2002 for Cement mortar, Cement Concrete & RCC.
2. However, if the said specifications differ from those given in the description of any particular item in the schedule of quantities and specifications stipulated herein, the latter shall prevail.
3. If the detailed description of any particular item in the schedule of quantities and specifications finally accepted by the Municipality differs from the particular specifications given hereunder, the former shall prevail to the extent applicable.
4. If the particular specification given hereunder differs from I.S. Code provisions, in any respects, the former shall prevail.
5. Wherever any reference to any reference to any Indian Standard specification occurs in the documents relating to this contractor, the same should be inclusive of all amendments issued there to or revision there of if any, upto the date of receipt of tenders.
6. Conditions involving any financial implications other than the covered in the schedule of quantities will not be entertained and such tenders are liable to be rejected.
7. When working near existing structures, care shall be taken to avoid any damage to such structures. Any such damage caused intentionally or unintentionally shall be restored to original and or acceptable condition and to the satisfaction of the Engineer-in-charge.
8. The contractor shall given to Municipality, Police and other authorities all notices etc., that may be required to be given as per law and obtain all requisite licenses for temporary obstructions, and pay all fees, taxes and charges which may be leaviable an account of the operations during the execution of the contract. No extra claim of the contractor will be entertained by the Municipality on this account.
9. Other agencies doing works related to this project may also simultaneously execute the works and the contractor shall co-ordinate and cooperate with them as found to necessary at no extra cost.
10. Any cement slurry or lime mortar or any combination there of or water proofing material required for continuation from old work is demand to have been in build in the relevant items themselves and nothing extra shall be paid for the same.
11. Unless otherwise specified in the schedule of quantities the rate 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 encoutrred from any source as rains, floods, Subsoil water table being high due to any other cause whatsoever.

CONDITIONS FOR ISSUE OF MATERIALS

The materials shall be issued to the contractor at the place of delivery as mentioned in Schedule 'B'. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The materials shall be issued between the working hours and as per rules prevails in the stockyard of the materials as framed from time to time.

The contractor shall bear all incidental charges for charges, storage and safe custody of materials. No reimbursement of the expenses will be made by the Municipality.

The contractor shall construct suitable godown at the site of work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

Cement bags shall be stored in separate godown with pucca floor wealther proof roofs and walls. Each godown shall be provided with a single door with tow locks. The keys of one lock shall remain with the Municipality, Junior Engineer-in-charge of the work and that of the other lock with authorized agent of the contractor at the site of work, so that the cement is removed from the godown accordingly to the daily requirements with the knowledge of both the parties.

The cements shall be stacked on proper floors consisting of two layer of dry bricks laid on well consolidated earth at a level of at 0.3 metres above ground level. These stocks shall be in rows of 2 and 10 high with a minimum of 0.6 metre clear space around. The bags would be placed horizontally continuous in each line as shown in the sketch at page 398 of C.P.W.D specification 1996.

The day-to-day receipts and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the contractor or his authorized agent.

MATERIALS OBTAINED FROM DISMANTLEMENT

1. I. The contractors, in course or their work, should understand that all materials (e.g. stone and other materials) obtained in the work of dismantling excavations etc. will be considered Municipality property and issued to the contractor (if they require the same for their own use at rates approved by Government. If these materials are not required by them they will disposed off to the best advantage of Municipality.

DELAY IN OBTAINING MATERIALS BY THE MUNICIPALITY

II. Owing difficulty in obtaining certain materials in the open market, the Municipality have undertaken to supply materials specified in Schedule 'B' of the tender from at rates stated therein. There may be delay in obtaining the materials by the Municipality and the contractor is, therefore required to keep himself in touch with the day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to so arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Municipality on account of delay in supplying materials.

III. M.S. or deformed bars shall be issued in lengths as available in stores. M.S. or deformed bars shall be issued in straights or in coils as available and nothing extra shall be payable for straightening the bars. The bars issued in available lengths shall be cut to the required lengths and nothing extra shall be payable for the same.

IV. The contractor shall have to deposit the approval paints of require colour and shads as per actual requirements of the work to be done with the Engineer-in-Charge at the Municipal store at the site of work.

The contractor shall be responsible for the water proofness of the roof for one full monsoon season after the date of completion. He shall rectify the defect noticed after due intimation in writing is given by the Engineer-in-Charge failing which, Engineer-in-Charge shall get the defects repaired at the contractor's risk and cost.

WATER SUPPLY AND SANITARY WORK

V. The contractor shall engage licensed plumber for the work and get the materials tested by the Municipal authorities whenever required at their own cost. The work shall be carried out according to the Municipal Bye-Laws and the contractor shall produced necessary certificate from Municipal authorities after completion of work.

VI. The contractor shall have to deposit water proofing compound as per the actual requirements for the water proofing job with the Engineer-in-charge at the Municipal stores at the site of work.

The water proofing compound will be issued to the contractor from time to time according to his requirements for the work in the same manner as the issue of materials stipulated to be issued by Municipality.

INCONVENIENCE TO PUBLIC

VII. The contractor shall not deposit materials on any site, which will seriously inconvenience the public. The Engineer-in-Charge may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

VIII. Any damage to work resulting from rains or from any other cause until the work is taken over by the Municipality after completion will be made good by the contractor at his own cost.

IX. The contractor shall deposit royalty and obtain necessary permit for supply of sand, HBG metal, red earth, etc. from local authorities.

X. The contractor shall get himself acquainted with the nature and extend of the work and satisfy himself about the availability of quarry and of kin for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors and will not be allowed and extra lead for collection and conveyance of materials for any reason whatsoever.

XI. The contractor will be permitted to set up labour camp only before a week from the commencement of work and not exceeding fifteen days after the completion of the work.

XII. The contractor shall confirm to the provision of any Government Acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said Acts or Laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restoration etc., and all other fees payable to the local authorities.

XIII. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use the same free of cost making mud mortar, for laying mud terracing over the roof. The Engineer-in-charge shall be the final authority to decide whether the earth obtained from excavating is surplus or not.

The surplus earth excavated which is beyond the requirement of Municipal Works, may be allowed by the Executive Engineer to be disposed of by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra will be paid for carriage or disposal of the surplus earth, if the same is not required for Municipal works.

Wherever fine sand has been mentioned in the schedule of quantities, It should be conforming to the grading zone-IV or zone-V as mentioned in the C.P.W.D. specifications.

XIV. Concrete will be mixed with mixers either operated by hand or mechanical.

XV. the contractor shall not employ women and men below the age of 18 on the work of painting with products containing lead, in any form wherever men above the age of 18 are employed on the work of lead painting, the following principals must be observed for such use:

(a) White lead sulphate or lead, of products containing these pigments shall not be in painting operation except in the form of paste or of paint ready for use.

(b) Measures shall be taken in order to prevent danger arising from application of paint in the form of spray.

© Measures shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.

(d) Adequate facilities shall be provided to enable working painters to wash during and no processation of work.

(e) Overalls shall be worn by working painters during whole of the working period.

(f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.

(g) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical team appointed by the competent authority.

(h) The Municipality may require when necessary, a medical examination of workers.

(i) Instructions will regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.

The Standard Sectional weights referred to as standard tables in para5.3.3 specifications for work 1996 Vol-I to VI 2002 be considered for conversion of length of various sizes of M.S bars and for steels bars into weight are as under.

Size (Diameter) mm (1)	Weight Kg/m (2)	Size (Diameter) mm (3)	Weight (Kg/m) (4)
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.994
16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424
22	2.985		

Issue of steel diameter above 10.mm will be regulated on sectional weights basis, weight being calculated with the help of the above tables. However, for bars M.S/Tor steel upto and including 10mm 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 variations between the actual and the standard co-efficient given above and the contract's account will be debited by the cost of this 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.

ADDITIONAL CONDITIONS

1. The rate for all items of work shall unless clearly specified otherwise include cost of all labour, materials and other inputs involved in the execution of item.

2. (a) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature enclosed with the standard form shall be adopted. The abbreviated

nomenclature shall be taken to cover all the materials and operations as per the completed nomenclature of the relevant items in the agreement and other relevant specifications.

(b) In the case of extra and substituted items of work for which abbreviated nomenclature is not provided in the agreements, full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bills.

3. For all doors and windows, whether factory made or otherwise, cleats and rubber buffers 30mm dia, shall be provided as directed by the Engineer-in-charge and the rate for the shutter item shall include the cost of providing such wooden cleats and buffers.

4. For those doors where hydraulic door closer is provided only wooden cleats need not be provided and no reduction in rate shall be made for the same.

5. The particle board shutter shall be provided with teak wood lipping (beading) at the edges to which hinges are fixed, without any extra cost.

6. For works where items of aluminium doors, windows etc., are specified, the grade of anodic coating to be provided in accordance with Table I to IS 1868 – 1968 to conform with reference to IS: 5523 – 1969.

7. Where hydrated lime is not available, this can be used on the works and the places where hydrated lime is not available, lime concrete will be prepared by the traditional method of slaking the lime, Preparing the lime putty etc.

8. (a) Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (46th Amendment) Act., 1982, if any further tax or levy is imposed by the statute, after the date of receipt of tenders, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid provided such payment. If any is not in the opinion of the engineer-in-charge (whose decision shall, be final and binding) attributable to delay in execution of work within the control of the contractor.

(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Municipality and further shall furnish such other information /documents as the Engineer-in-charge may require.

© The contractor shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (46 the amendment) Act, 1982 give a written notice thereof to the Engineer-in-charge pursuant to this condition, together with all necessary information relating therein.

10 CC deleted
&
10CA Introduced

9. Stipulated materials shall be issued for use at site of work for all the items where such materials are required, For factory made products like precast cement tiles, precast hollow concrete blocks, precast foam concrete blocks, precast RCC pipes etc., stipulated materials shall not be issued.

10. While execution of the work, the contractor shall organize his work in such a way that the normal functioning of the premises in not disturbed.

11. Any damage done to the existing structure while dismantling execution of the work shall be made good by the contractor at his own cost and no extra shall be entertained on this account.

12. The item of Antitermite treatment shall be executed through a specialized firms.

CONDITIONS FOR STEEL:

13. The contractor shall make his own arrangements to provide the steel required for the work from SAIL/IISCO/TISCO/VISAC STEEL PLANT and produce the paid voucher of the Engineer-in-charge. The materials so procured shall be got tested before use.

14. The Contractor shall procure 43 grade cement having ISI mark cement reputed firms having annual turnover of not less than one million M.T. and stores it in the site godwon as per the guidelines specified in the CPWD specification 1996 V0-II under double lock system. The paid voucher to the Engineer-in-charge. The materials so procured shall be got tested before use.

15. The Contractor shall make his own arrangements of provide the Bitumen required for the work from approved public sector, refineries such as IOC,BP,HPL etc., and produce the paid voucher the Engineer-in-charge. The materials so procured shall be got tested before use.

16. Necessary test certificates should be produced from the approved laboratory for the quality of materials.

17. Defective materials will be rejected and the same have to be reparably by the contractor at his own cost.

18. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the Engineer-in-charge. The name of contractor, name of work and agreement number should be clearly noted in the original vouchers.

19. The test specimens shall be provided at free of cost by the contractor.

20. As per circular No.339/PW/EE(D)/F.No.213/02/03 dt.10-10-02 the cost of samples and all other incidental charges such as packaging transportation to the laboratory etc., shall also be borne by the contractor the testing fee shall be paid by the Engineer-in-charge if the materials pass the test.

21. The test for cement has to be conducted for every 1000 bags or part. The test for steel has to be conducted for every consignment of 20 tonne or part there of for each size/dia.

SPECIAL CONDITIONS APPLICABLE FOR ROAD WORKS

Construction Equipment:

1.1 The methodology and equipment to be used on the project shall be furnished by the Contractor to the Engineer well in advance of commencement of work and approval of the Engineer obtained prior to its adoption and use.

1.2 The Contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer before commencement of work, if so desired by the Engineer.

1.3 All equipment provided shall be proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.

1.4 No equipment or personnel will be removed from site without permission of the Engineer.

Work Program and Methodology of Construction.

The Contractor shall furnish his program of construction for execution of the work within the stipulated time schedule together with methodology of constructioner each item of work and obtain the approval of the engineer prior to actual commencement of work.

Revised Programme of Work In case of Slippage:

In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

Action in case of Disproportionate Progress:

In case of extremely poor progress of the work or any item at any stage of work which in the opinion of the Engineer cannot be made good by the Contractor considering his available resources, the Engineer will get it accelerated to make up the lost time through any other agency and recover the additional cost incurred, if any, in getting the work done from the Contractor after informing him in writing about the action envisaged by him.

Setting out:

Setting out the work as spelt out in clause 109 of Ministry's Specifications for Road and Bridge Works 3rd Revision will be carried out by the Contractor.

Public Utilities:

Action respect of public utilities will be taken by the contractor as envisaged in Clause 110 of ministry's Specification for Road and Bridge works 4th Revision.

(7) Arrangement for traffic during Construction:

Action for arrangement for traffic during construction will be taken by the Contractor as envisaged in the contract documents and spelt out in clause 112 of Ministry's Specifications for Road and Bridge Works (4th Revision).

(8) Quality Control:

The onus of achieving quality of work will be on the Contractor who will take actions as stipulated in Section 900 of Ministry's for Road and Bridge works(4th Revision).

(9) Ministry's Specifications for Road and Bridge Works(4th Revision):

The Ministry's Specifications for Road and Bridge Works 4th Revision will form part of the Contract documents and the Contractor will be legally bound to the various stipulations made therein unless and otherwise specifically relaxed or waived wholly or partly through a special clause in the contract document.

(10) Documentation:

The Contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the Engineer who will verify and certify these drawings. Final as constructed drawing(S) shall then be prepared by the Contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes.

(11) The contractor shall make his own arrangement to provide the Bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL, etc., and produce the paid voucher to the Engineer-in-charge. The materials so procured shall be got tested before use.

(12) The use of rubber-modified bitumen shall be as per the guidelines of "IRS SP 53-99".

(13) The Contractor shall use "Electronic Sensor Paver" for this work.

The component of material, labour and P.O.L as indicated in para 3 of Sub-clause 10(cc) have been presetermined as below:

(a)	Material	:	75%
(b)	Labour	:	25%
©	P.O.L	:	NIL

			100%

COMMISSIONER

CONTRACTOR

ADDITIONAL CONDITIONS II

ADOPTION OF PSR ABBREVIATED NOMENCLATURE – 2002

As per Chief Engineer's Circular No.378/PW/EE (D)/AE© F.No.286/2002-03, dates 30-10-2002 the Pondicherry Schedule of Rates Abbreviated /nomenclature 2002 for building and road works shall be adopted in the recording of measurements and preparation running account bills, etc., wherever applicable as per CPWD Manual Vol. II Para,7,14,1 to 7,14,6

PARTICULAR SPECIFICATIONS

1. The work executed shall be measured as per metric dimensions given in the schedule of quantities. The FPS units wherever indicated in the drawings are for guidance only.
2. Unless otherwise specified, all the rates quoted by the contractor shall be items of work at all levels and heights of the building.
3. The work shall be executed as per the C.P.W.D specification 1996 Vol.I to Vi and Vol.II & 2002 (with correction slips and subsequent publications). In case of discrepancies between the specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.
4. All stone aggregate, sand etc., shall be obtained only from quarries or other sources approved by the Engineer-in-charge.

All materials shall be got approved by the Engineer-in-charge before they are actually procured and used at site.
5. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the Engineer-in-charge and sand conforming to these gradings only shall be used on the work.
6. Necessary washing, screening etc., of metal and sand be done at site as per requirements of the Engineer-in-charge.
7. Bricks shall have crushing strength of class designation.
8. The work of water supply and internal sanitary installations and drainage shall be carried out as per bye-laws of the local municipal body.
9. All manufactured materials used on the work shall have ISI marking, the materials shall conform to the provisions of C.P.W.D/MOST/IRC/CPHEEO specifications or the IS code (in the absence of C.P.W.D/specifications or other specification mentioned above for any particular materials). In case of all materials, tests shall be conducted to ensure that they conform to the specifications of codes mentioned above.
10. All materials which are to be tested before use on the work should be procured at least 2 months before use on the work so that enough time is available for testing them before they are actually used.
11. The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor. The testing fee, if any, shall be borne by the contractor.
12. The architectural drawing Nos. based on which the work is to be executed are available with the Engineer-in-charge can be inspected by the prospective Tenderers upto the date of receipt of tender at his office during working hours.
Use and testing of all the manufactured materials used in the work shall be regulated as per correction slip No.42 of C.P.W.D specification 1996 Vol.I.

13. Before receiving final payment for the work, contractor shall give an undertaking to the effect that at his own cost, he will rectify the defects in wall roof like leakage, cracks etc., which may come to light during the first monsoon after the completion of the work and for this purpose part of the security deposit which may be deemed reasonable by the Engineer-in-charge shall be retained till the first monsoon is over as security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of part of the security deposit shall not invalidate the contract.

The timber to be used on the work shall be of first class wood of species mentioned in the particular item. The timber shall be kiln seasoned as per B.I.S 1141-1973 and shall be treated with non-reachable type preservative by vacuum pressure method as per B.I.S 401-1982

FACTORY MADE PANELLED SHUTTERS FOR DOORS

14. The Shutters shall be fabricated generally as per I.S.1003 Part-I 1977 and as per Architect's drawings. The timber to be used shall be of first class wood of species mentioned in the particular item, which shall be kiln seasoned and preservative treated. The panels shall be as specified in the items number. Samples of shutters shall be got tested as per I.S.1003(Part-I) –1977. The rate quoted for the item shall include the element of cost of shutter to be sent for testing and no claim on this account shall be entertained at a later date.
15. Pressed clay tiles to be used on the work shall conform to I.S.2690(Part I) 1975. However, the water absorption of the tiles when tested by the method described in the Appendix 'A' of the said I.S.2690 Part –I 1975 shall not exceed 18% (Eighteen percent)
16. Shahabad stone slabs, marble slabs etc., on treads and risers of steps and shelves shall be in single pieces.

P.V.C PIPES INTERNAL WORK AND EXTERNALWORK

17. The specification in respect of laying and joining rigid P.V.C threaded pipes both internal and external shall be as per para 19.7.1 to 19.7.7 and 19.9.2 of C.P.W.D specification 1996. The rigid P.V.C threaded pipes shall conform to relevant ASTM standard and shall be ORIPLAST or equivalent.
18. Wherever RCC walls, fins and facias are monolithic the portion of RCC are to be measured as per the sketch attached in page No.-----
The top surface of RCC roof slab shall be screeded to be uniform when the concrete is green, so as to have proper bond with the roof treatment. Nothing extra shall be paid on this account.
19. For aluminium doors, fixed glazing, fixed windows, sliding windows, lower type ventilators and partitions etc. all aluminium sections shall be to the required size, thickness and weight as shown in the relevant Architect's Drawing.
20. The weight of stays given in para 9.23.20 of C.P.W.D. specification 1996, Volume I shall be for

	Casement stays (Straight peg type)	Mild steel with Tolerance of plus or minus%	Anodized aluminium with tolerance plus or minus%
(a)	300mm long	0.13 Kg/each	0.06 Kg/each
(b)	250mm long	0.10 Kg/each	0.05 Kg/each
(c)	200mm long	---	0.04 Kg/each

cast brass stays only.

The weight of mild steel and Anodized aluminium stays shall be as follows:-

The casement window fasteners. 0.155 Kg/each

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "Municipality") having offered to accept the terms and conditions of the proposed agreement -----
 ----- between ----- and
 -----(hereinafter called "the said contractor")----- for the work
 -----(here in after called "the said agreement") having agreed to production of a
 irrevocable Bank Guarantee for Rs.------(Rupees -----
 ----- only) As security/guarantee from the Contractor(s) for compliance of his obligations in accordance with
 terms and conditions in the said agreement, We
 -----(herein after referred to as "the Bank") (Indicate the name
 of the Bank) hereby Undertake to pay to the Municipality an amount not exceeding Rs-----
 ------(Rupees----- only)on demand by the Municipal
 council.

2. We ------(indicate the name of the bank) de hereby undertake to pay the amounts
 due(**indicate the name of the Bank) and payable under this Guarantee without any demure, merely on a
 demand from the Municipality 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 Municipality any money so demand not will standing any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We** ----- further agree that the guarantee here in (**indicate the name of bank) contained shall remain in full force and effect 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 Municipality 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 Municipality 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**----- further agree with the Municipality that (**indicate the name of the bank). The Municipality shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any 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 to postpone for any time to time any of the powers exercisable by the Municipality against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and 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 Municipality or any indulgence by the Municipality 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 to the change in the constitution of the Bank or the Contractor(s).

7. We** ----- lastly undertake not to revoke this (** indicate the name of the bank) guarantee except with the previous consent of the Municipality in writing.

8. This guarantee shall be valid upto----- Unless extended on demand by Municipality. Not with standing any thing mentioned above, our liability against this guarantee is restricted to Rs----- (Rs----- only) and unless claim in writing is lodged with us within six months of the date expiry or the extended date of expiry, of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated this ----- day of ----- for-----
------(indicate the name of bank)

AFFIDAVIT

(to be taken by the contractor on an non-judicial Stamp Paper a First Class Magistrate)

I/We have submitted nbank guarantee for the work------(name of work), Vide Letter No.----- dated-----from-----
------(name of bank) to the Commissioner----- towards performance guarantee. This bank guarantee expires on -----I/We undertake to keep the validity of the bank guarantee in fact by getting it extended from time to time at my/our own initiative upto a period -----month after the recorded date of completion of the work or as directed by the Commissioner.

I/We also indemnify the Municipality against any losses arising out of encashment of the bank guarantee, If any.

Note: This affidavit is to be given by the executant before a First Class Magistrate.

MODIFIED GENERAL CONDITIONS OF CONTRACT CLAUSES

Clause 1 Performance Guarantee

- i) The contractor shall submit an irrevocable 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 period specified in schedule 'F' on from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a period specified in schedule 'F' from the date maximum period as specified in schedule 'F' on written request on 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 R.10,000/-) or deposit at call receipt of any scheduled bank/Bankers cheque of any scheduled Bank (demand Draft of any Scheduled Bank/Pay order 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/-) 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 any Bank is furnished by the contractor to the Municipality 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 additional security to the Municipality to make good the deficit.
- ii) A letter of Intent shall be issued in the first instance informing the successful tenderer 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. Municipality 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 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 of 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 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 not with standing 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 contract to pay Municipal Council 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 under provisions of any of the clause/conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Municipal Council.

Clause –1A RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender may be accepted(here in after called the contractor) shall permit Municipality at 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 Municipality 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 affixed deposit receipt of any Bank is furnished by the contractor to the Municipality of part of the security deposit and the bank is unable to make payment against the said fixed deposit, the loss caused there by shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Municipality 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 there from, or from any sums which may be due to or may become due to the contractor by Municipality on any account whatsoever and in the event of his Security Deposit being reduced by reach of any such deductions of sale as aforesaid, the contractor shall within 10days ,make good in case 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 of 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 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 with held if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in RuleNo.274 of the G.F Rules except fidelity bond. This will be subject of the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 and 2 above shall be applicable for both Clause 1&1A.

Clause-2 COMPENSATION FOR DELAY

If the contractor falls to maintain the required progress in terms of clause 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 Municipality an 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 of that the work remains in complete.

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

Compensation

@ 1.5% per month

For Delay of Work

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 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 contract with the Municipality. In case, the contractor does not achieve a particular milestone mentioned in Schedule-F, 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 lived at the final grant of Extension of time, with holding 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, work on the subsequent milestones(s), the withheld amount shall be released. In the case the contractor falls 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.

CLAUSE –2A INCENTIVE FOR EARLY COMPLETION

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) 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 tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the clause 2A shall be applicable only when so provided schedule "F"

CLAUSE –3 WHEN CONTRACT TO BE DETERMINED

VII) If the work is not started by the contractor within 1/8th of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

a) to determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor 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 Municipality.

b) Deleted

c) 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 contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Para deleted.

Clause-3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th 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.

Clause-5 TIME AND EXTENSION FOR DELAY

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 work shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-charge issues written orders to commence the work from the date of handing over of the site whichever is later. If the contractor commits default in commencing the executing of the work as aforesaid, Municipality shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and Performance Guarantee absolutely.

5.1) As soon as possible after the contract is concluded, the contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Municipality. 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 indicated the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within 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 which the time allowed for any work, exceeds one month (Save for special jobs for which a separate programme have been agreed upon) complete the work, as per milestone given in schedule "F"

5.3) Request for rescheduling of Mile stones 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 as request the period for which extension is desired.

5.4) In any such case, the authority mentioned in Schedule "F" may give a fair and reasonable extension of time and reschedule the mile stones 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.

CLAUSE-7: Grass Work to Interim payment

CLAUSE-10 B ii) MOBILISATION ADVANCE

Mobilization advance not exceeding 10% of the tendered value or Rs.1.00 Crore whichever is less 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 Nationalized 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 installments to be determined by the Engineer-in-charge at his absolute discretion. The first installment of such advance shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilized of the earlier installment to the entire satisfaction of Engineer-in-charge. A Simple interest of 10% should be in the advance made.

Mobilization advance shall be admissible only for works where estimated cost put to tender is Rupees two Crores and above.

Plan, Machinery & Shuttering advance.

Clause-10Biii) Para 1

An advance for plant and machine required the work and brought to site by the contractor may given if requested by contractor in writing month of bringing such machinery to site. Such advance shall be given on such plant 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 restrict to 5% of tendered value. In the case of new plant equipment to be purchased for work the advance shall restricted to 90% of the price such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to Engineer-in-charge. In the case second hand and used plants and equipment the amount of advance shall be limited to 50% the depreciated value of plant and equipment as may be decided the Engineer-in-charge. Contractor shall, If so required the Engineer-in-charge, submit the statement of value of such plant and equipment duly approved by a Registered value recognized by the Central Board Direct Taxes under the Board Direct Taxes under the Income Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature as and on any plant and equipment a value less than Rs.50, 000. Seventy five percent of amount of advance shall be paid after the plant and equipment brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at per 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.

CLAUSE-10C**PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER (S)**

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 Store 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 of receipt of the tenders including extensions if any for the work and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in 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 materials 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 of statutory rules or order (but not due to any changes in sales tax) and such decrease 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 work (not being materials supplied from the Engineer-in-charge's stores in accordance with Clause-10 there of) 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 extension 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 condition, keep such books of account 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 authorized 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-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

ANNEXTURE TO OM/DGW/CON/199 DT.2-9-2004

Clause 10 CA

**PAYMENT DUE TO INCREASE/DECREASE IN PRICES OF CEMENT AND STEEL
REINFORCEMENT BARS AFTER RECEIPT OF TENDER.**

If after submission of the tender, the price of cement and /or steel reinforcement bars incorporate in the works (not being a materials supplied from the Engineer-in-charge's stores in accordance with clause 10 thereof) increase(s) beyond the prevailing at the time of the last stipulated date for receipt of tenders (including extension, I any) for the work, 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 work in question:

If after submission of the tender, the price of cement and/or steel reinforcement, bars incorporated in the works (not being a material stipulated from the Engineer-in-charge's Stores in accordance with Clause 10 thereof) is decreased Government shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-charge's Stores in accordance with Caluse-10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the cement and /or steel reinforcement bars 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 these materials on the coming into force of such base price of cement and /or steel reinforcement bars issued under authority of Director General (Works) CPWD.

The increase/decrease in price shall be determined by the All India wholesale Prices Indices for Cement and steel (bars and rod) as published by Economics Adviser to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars as issued under authority of Director General (Works), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement and /or steel reinforcement bars an will be worked out as per the formula given below:

a) Adjustment for component of cement

The amount of the contract shall accordingly be varied for cement and/or steel reinforcement bars and will be worked out as per the formula given below.

a) Adjustment for component of 'cement'

$$V_c = \frac{P_c \times Q_c \times C_1 - C_{I_0}}{C_{I_0}}$$

Where,

V_c: Variation in cement cost I.E., increase or decrease in the amount in rupees to be paid or recovered.

P_c: Base price of cement as issued under authority of DG(W), CPWD valid at the time of the last stipulated date of receipt of tender including extension, if any.

Q_c: Quantity of cement used in the works since previous bill.

C₁: All India whole sale price index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extensions, if any.

C_{I₀}: All India whole sale price Index for cement for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce.

(b) Adjustment for component of 'Steel'.

$$V_s = P_s \times Q_s \times \frac{S_1 - S_{I_0}}{S_{I_0}}$$

Where,

V_s: Variation in cost of steel reinforcement bars i.o. increase or decrease in the amount in rupees to be paid or recovered.

P_s: Base price of steel reinforcement bars as issued under authority of DG(W), CPWD at the time of the last stipulated date of receipt of tender including extension, if any.

Q_s: Quantity of steel paid either by way of source advance or used in work since previous bill (whichever is earlier)

S₁: All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industrial and Commerce as valid on the last stipulated date of receipt of tender including extension, if any.

S_{I₀}: All India Wholesale Price Index for Steel(bars & rods) for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce.

Providing always that provision of then proceeding clause 10C shall not be applicable in respect of cement and /or steel reinforcement bars.

Partial amendment issued vide DGW/CON/174

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with clauses 10 and 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 done during the stipulated period of the contract. No escalation in prices shall be available only for the work 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 completion is as specified in schedule-F such compensation...

viii) In the event-----Mutandis apply, Provided that:

a) No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contractors in which the stipulated period of completion of the work is as specified in Schedule-F.

xi) Provided always that the provision of the clause 10C and 10 CA shall not be applicable for contracts where provisions of this clause are applicable but in cases where provisions of this clauses are not applicable, the provisions of clause 10C and 10Ca will become applicable.

CLAUSE 10 CC

**PAYMENT DUE TO INCREASE/DECREASE IN PRICE
/WAGES AFTER RECEIPT OF TENDER FOR WORKS
(TIME PERIOD MORE THAN 18 MONTHS)**

If the Prices of materials (not being materials supplied or services rendered at fixed prices by the Municipality 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 price shall be available only for the work 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 compensations 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:-

MI

All India Whole Price Index for civil component / electrical component appropriate component be kept by NIT approving authority construction materials as worked out on the basis of all India Whole Sale Price Index for Individual commodities group Items for the period under considerations published by the Economic Advisor the Government of India. Minister of Industry and commerce and applying weightages to the individual commodities/group item.

MIO

All India Wholesale price index for civil component / electrical component appropriate component be kept by NIT approving authority construction materials as worked out on the basis of All India Whole Sale Price Index for Individual commodities group items valid on the last stipulated date of receipt of tender including extension, If any as published by the Economic Advisor the Government of India. Minister of Industry and commerce and applying weightages to the individual commodities / group item.

Clause 10CC Para (viii) a and (ix) modified

Clause-12 Page 31 Para 12.1.1 Now renumbered as 12.1

Clause –12 Page 31,32,33 Para 12.1.2 Deleted

Clause 12.2 Page 32,33 Deviation, Extra items and pricing Amended /Now Introduced.

In the case, of extra item(s) the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates. Supported by proper analysis for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of rates submitted by the contractor determine the rate on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Clause 12.2 page 32,33 Deviation, Substituted items, pricing Amended/Now introduced.

In the case of substituted items the rate for the agreement item (to be substituted and substituted items shall also be determined in the manner as mentioned in the afores para.

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

- b) If the market rate for the substituted item so determined is less than may rate of the agreement item to be substituted the “rate payable to contractor for the substituted item shall “ be the rate for the agreement (to be substituted) so decreased to extend of the difference between the market rates of substituted item and the agreement item (to be substituted).

CLAUSE – 11: SPECIFICATION TO BE FOLLOWED FOR EXECUTION OF WORK

CLAUSE 12.2 DEVIATION, DEVIATED QUANTITIES PRICING AMENDED/NOW INTRODUCED

In the case of contract items, substituted items, contract cum substituted items which exceed the limits laid down schedule F, the contractor may within 15 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 rate substituted 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.

CLASUSE – 12.3 AMENDED.NOW INTRODUCED

The provisions of the proceeding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down 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 15 days of receipt of the notice revise the rates for the work in question within one month of the expiry the said period of 15 days having regard to the market rates.

CLAUSE 12.5 PAGE 33 AMENDED/NOW INTRODUCED

For the purpose of operation of scheduled F the following works shall be treated as works relating to foundation.

CLAUSE-17 Enhanced Maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy part of building in which they may be working or any building road, road curb, fence, enclosure, water pipe, cables, drains electric or telephone post or wires, trees, grass or grassland or cultivated and contiguous to the premises on which the work or any part is being executed or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, drainage or other fault appear in the work within twelve months (5 months in the case of any work other than road works costing Rs.10,00,000 and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default of the Engineer-in-charge the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter or of a sufficient portion thereof. The Security Deposit of the contractor shall not be refunded before the expiry of twelve months (Six months in the case of any work other than road work costing Rs.10,00,000 and below) after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is latter. Provided that in the case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all liabilities of the contractor under this contract half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

CLAUSE-21 WORK NOT TO BE SUBLET ACTION IN CASE OF INSOLVENCY

The contract shall not be assign or sublet 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 become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, 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 agent 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 India shall have power to adopt the course specified in Clause-3 hereof in the interest of Government and in the event of course being adopted the consequence specified in the said Clause-3 shall ensure.

**SCHEDULE-F RECOVERY RATES FOR
QUANTITIES BEYOND PERMISSIBLE VARIATION
AMENDED/NOW INTRODUCED.**

Rates in figure and words at which recovers shall be made from contractor, Rate in Schedule “B” plus 10% in case materials issued by Department.

Excess beyond permissible Variation	Less use beyond the permissible Variation
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Clause – Nil Page 6 3rd Para

We agree to keep the tender open for sixty (60) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

Page 6, Para 3 deleted.
Page 7, Para 2 Line 3.

Of tender and performance guarantee shall be absolutely forfeited to the Municipal Council and the same may be at the schedule “F” page 93.

- | | | | |
|-------|-----------------------|---|-----------------------|
| (i) | Earnest money | : | Rs.28,455 /- |
| (ii) | Performance guarantee | : | 5% of tendered Value. |
| (iii) | Security Deposit | : | 5% of tendered Value. |

SCHEDULE-F CLAUSE – 5
MILESTONE (S) As per table given below

TABLE OF MILESTONE (S)

Sl.	No. Description of milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1.			
2.			

or

Sl.No.	Financial Progress	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1.	1/8 th (of the whole work)	¼ (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 th (-do-)	½ (do)	
3.	3/4 th (-do-)	¾ (do)	
4.	Full	Full	