BAHOUR COMMUNE PANCHAYAT
BAHOUR - PUDUCHERRY

NOTICE INVITING TENDER
FORM – 6

Tender For the work: Construction of culvert across the supply channel at Varkalodaipet.

Estimated cost put to Tender: Rs.9,55,430

Earnest money Deposit : Rs.19,109/- Paid Challan No._________

This Tender Contains: (39+2)=41 Sheets only

Time allowed for the work : 3 (Three) Months including monsoon period

Name of the contractor :

Class of contractor : V and above

Date of Application : 3.2.2014

Date of receipt of Application : 3.2.2014

Date of Issue of Tender Schedule : 5.2.2014

Receipt of EMD remitted :

Commissioner
Bahour commune Panchayat.
Bahour, Puducherry.

Page 1 of 39
GOVERNMENT OF PUDUCHERRY

BAHOUR COMMUNE PANCHAYAT

NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of Bahour Commune Panchayat Council from approved and eligible contractors of C.P.W.D. and those of appropriate list of P&T, M.E.S. and Pondicherry State P.W.D. for the work of

“Construction of culvert across the supply channel at Varkalodaipet.

The enlistment of the contractors should be Valid on the last date of Sale of Tender

1.1 The work is estimated to cost Rs. 9,55,430 This estimate, however, is given merely as a rough guide.

2. Agreement shall be drawn with the successful tenderer on prescribed form No.7/8 which is available with Bahour Commune Panchayat., Bahour. 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 3 (Three) months including monsoon period form 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 late, in accordance with 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:

---- Varkalodaipet ----

5. Receipt of applications for issued of forms will be stopped by 4-00 P.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 to tenders.
6. i) Tenders shall be accompanied with Earnest Money of Rs. 19,109/- in cash (upto Rs. 10,000/- / Receipt Treasury challan/ deposit at call receipt of a Scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft of a scheduled bank issued in favour of The Commissioner, Bahour Commune panchayat, Bahour, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.

   ii) the tender and the earnest money shall be placed in separate sealed envelops, each marked “tender and “ Earnest Money” respectively.

   In cases where earnest money in cash is acceptable, the same shall be deposited with the cashiers of the office and the receipt placed in the envelope meant for earnest money. Both the envelops shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the Commissioner, BCP upto 3.30 P.M on 7.2.2014 and will be opened by him or his authorized representative in his office on the same day at 4.00 P.M. The envelope marked “Tender” of only those tenderers shall be opened whose earnest money placed in the other envelope, is found to be in order.

7. Tender documents consisting of plans, specifications, 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 Commissioner, Bahour Commune Panchayat between hours of 11.00 a.m and 4.00 p.m. from ........ to ............ everyday except on Sundays and Public Holidays, Tender documents excluding standard form will be issued from his office during the hours specified on payment of Rs.500 (+) 4% S.T in cash as cost of tender.

8. The Description of the work is as follows. “Construction of culvert across the supply channel at Varkalodaipet.

copies of the drawings and documents pertaining to the works will be open for inspection by the tenderer 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 the tender as to nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of, access to 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 the tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it 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 specification of the work to be done and of conditions and rates at which stores, tools and plants, etc. will be issued to him by the Bahour Commune Panchayat and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the Council of Commune Panchayat does not bind himself to accept the lowest or any other tender and reserves to itself the authority to any or all the tenders received without the assignment of any reason. All tender, in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tendered, shall be summarily rejected.

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 Bahour Commune Panchayat 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 Bahour Commune Panchayat, Bahour (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity, between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall, also intimate the names of persons who are working with him in any capacity or are subsequently employed by him, and who are near relatives to any gazetted officer in the Bahour Commune Panchayat, Bahour. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

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 a contractor for a period of two years after his retirement from Government service, 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 contractor service.

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

15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the accepting authority, shall, within 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 there of together with any correspondence leading thereto.

(b) Standard Form–7/8.

Commissioner.

For and on behalf of
Bahour Commune Panchayat Council.
Tender for the work of – “Construction of culvert across the supply channel at Varkalodaipet.

(i) To be submitted by 3.30 p.m. on 7.2.2014 to the COMMISSIONER, BAHOUR COMMUNE PANCHAYAT, Bahour.

(ii) To be opened in presence of tenderers who may be present at 4-00 p.m.on 7.2.2014 in the Office of the COMMISSIONER, BAHOUR COMMUNE PANCHAYAT, Bahour.

Issued to ________________________________________

(Contractor)

Signature of Officer issuing the documents ________________________________

Designation: ____________________________

Date of Issue 5.2.2014

COMMISSIONER
TENDER

I/We have read and examined the Notice Inviting Tender, schedule A,B,C,D,E, and F, Specification 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 document for the work.

I/We hereby tender for the execution of work specified for Bahour Commune Panchayat 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 for, by, and in respects in accordance with, such conditions so far as applicable.

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

A sum of Rs. 19,109/- has been deposited in Cash up to 10,000/- Receipt Treasury, Chalan/Deposit at Call Receipt of a Scheduled Bank as earnest money. If I/We fail to furnish the prescribed performance Guarantee fail to commence the work specified I/We agree that the said COMMISSIONER, Bahour Commune Panchayat, Bahour or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to 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 there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence 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 the performance guarantee shall be absolutely forfeited to the Bahour Commune Panchayat Council or his successors in office and the same may at the option of the Bahour Commune Panchayat Council be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated __________________________

Signature of Contractor
Postal Address

Witness:
Address:
Occupation:
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 Bahour Commune Panchayat 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 Bahour Commune Panchayat Council

Signature __________________

Dated _____________  Designation ________________
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 tender 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 a firm, it must be signed separately by each partner thereof or, in the event of the absence of any partner, it must by 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 render 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. Amount must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
4.A. 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 the 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 the works to which they refer, written on the envelopes.

5. The officer inviting tender or of his duly authorised 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 receipt 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 document 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 acknowledgment of 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 duly authorised cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by Bahour Commune Panchayat Council and their issue rates shall be filled and completed in the office of officer inviting tender before the tender form 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 be completes and delivers his tender.

9. The tenderers shall sign a declaration under the Officials Secret Act, 1923 for maintaining secrecy of the tender documents, drawings or other record connected with the work given to them. The unsuccessful tenderers shall return all the drawing given to them.
10. In the case of item Rate Tenders, only rates quoted shall be considered. Any containing percentage below / above the rates quoted is liable to be rejected. Rates quoted 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 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 quoted 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.

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 tenderer 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 requisite 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 words ‘Rs’ should be written before the figures of rupees and word ‘P’ after the decimal figures, eg 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 by 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.

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 of State Bank of India in accordance with the form prescribed or in cash or in the form of Government 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 Commissioner, Bahour Commune Panchayat up to a maximum period of 7 days on written request of the contractor.

13.A. A sum at 10% of the gross amount of the bill shall be deduct from each running bill of the 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).

13B. The Superintending Engineers/Executive Engineers of the Department on evaluation of tender and if the tender is found that the overall amount quoted is less than 5.00%, then the contractor shall be asked to pay an additional performance guarantee amounting to 50% of the difference between the quoted amount and estimate cost put to tender. Failure to furnish the additional performance guarantee over and above the normal performance guarantee of 5% within 15 days from the date of receipt of acceptance letter, shall entitle cancellation of award and forfeiture of EMD furnished. The contractor shall also furnish an undertaking to the effect that the contractor agrees to pay the additional performance guarantee of specified amount and in case if the contractor is not able to complete the work within the period of completion as mentioned in the agreement the contractor is agreeable to the forfeiture of entire performance guarantee paid by the contractor.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from the Engineer-in-Charge of the Commune Panchayat shall be communicated in writing to the Engineer-in-charge of Commune Panchayat.

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 B.C.P. 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 of 2.80% of work done.

16. The contractor shall give a list of both gazetted and non–gazetted B.C.P. employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractor who himself/themselves has/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 all other works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work roads and paths etc. The tenderer 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.

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Name and particulars of Agencies where is being</th>
<th>Value of work</th>
<th>Position of work in</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Page 12 of 39
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 without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

SCHEDULES

SCHEDULE ‘A’
Schedule of quantities (Enclosed)

SCHEDULE ‘B’
Schedule of materials to be issued to the contractor.

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Rates in figures and words at which the materials will be charged to the contractor</th>
<th>Place of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>

Materials will be arranged by the contractor

SCHEDULE ‘C’

Tools and plants to be hired to the contractor
<table>
<thead>
<tr>
<th>SL.No.</th>
<th>Description</th>
<th>Hire Charges per day</th>
<th>Place of issued</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOOLS AND PLANTS WILL BE ARRANGED BY THE CONTRACTOR

**SCHEDULE ‘D’**

Extra schedule for specific requirements / documents for the work, if any

**SCHEDULE ‘E’**

Schedule component of materials labour, etc, for escalation.

**SCHEDULE ‘F’**

Reference to General Conditions of contract.

Name of work: "Construction of culvert across the supply channel at Varkalodaipet.

Estimated cost of work: **Rs. 9,55,430**

Earnest Money : **Rs.19,109/-**

Security Deposit : 5% of tendered value.

Performance guarantee: 5% of the tendered value.

**General Rules & Directions**

Officer inviting tender : THE COMMISSIONER, B.C.P

Maximum Percentage of quantity of item
of work to be executed beyond Which rates are to be determined in Accordance with Clauses 12.2 & 12.3 _______%

(See below)

DEFINITIONS

2(v) Engineer-in-charge E.E.LAD, PUDUCHERRY

2(viii) Accepting Authority Commune Panchayat Council based on the advice of EE/AE, LAD.

2(x) Percentage on cost of materials and labour to cover all overheads profits 15%

2(xi) Standard schedule of rates Puducherry Schedule of Rates for the year 2011-12 and addendum to PSR 2011-12 applicable to Puducherry region.

2(xii) Department Bahour Commune Panchayat

9(ii) Standard P.W.D. contract form Form 7/8 as modified and form corrected upto date.

MODIFIED CLAUSES AS PER CON/MAN CIRCULARS

Clause 1

(i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance, in days 15 days

(i) Maximum allowable extension beyond the period as provided in (i) above in days 7 days

The contractor whose tender is accepted , will be required to furnish performance guarantee of 5% (five percent ) of the tendered amount within the period specified in scheduled F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or
deposit at call receipt of any scheduled bank / bankers Cheque of any scheduled bank / Demend draft of any scheduled bank /pay order of any scheduled bank. In case guarantee amount is less than Rs.1,00,000/- or Govt. securities or fixed deposit receipts of Guarantee bonds of any Scheduled bank or the state bank of India in accordance with the prescribed form.

In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule F including the extended period if any, the earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor

**CLAUSE - 1A:**

Recovery of Security Deposit as amended

**CLAUSE - 2:**

Authority for fixing compensation under Clause 2. Commune Panchayat Council based on the advice of the S.E/EE, LAD, Puducherry.

**CLAUSE 3:** MODIFIED

**CLAUSE 3A:** MODIFIED

**CLAUSE 3B:** MODIFIED

Whether clause 2A shall be applicable Yes / No

**CLAUSE - 5:**

Para (i) Time allowed for execution of work 3 (Three) months including monsoon period

Para (ii) Authority to give fair and reasonable extension of time for completion of work Commune Panchayat Council based on the advice of the S.E/EE LAD, Puducherry.

**MILESTONE(S)**  As per table given below
### TABLE OF MILESTONE

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of Milestone (Physical)</th>
<th>Time allowed in days (from date of start)</th>
<th>Amount to be withheld in case of non-achievement of milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1/8th (of the whole work)</td>
<td>1/4th (of the whole work)</td>
<td>In the event of not achieving the necessary progress as assessed from the running payments 1% of the tendered work will be withheld for failure of each milestone</td>
</tr>
<tr>
<td>2.</td>
<td>3/8th (of the whole work)</td>
<td>½ (of the whole work)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>3/4th (of the whole work)</td>
<td>3/4th (of the whole work)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Full</td>
<td>Full</td>
<td></td>
</tr>
</tbody>
</table>

### CLAUSE - 7:

Gross Work to be done together with Net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. : 1,00,000/

### CLAUSE 10 B (ii)

Mobilization advance modified to the max of Rs. 1 crore with 10% simple interest

Mobilization advance modified to the max of Rs. 1 crore with 10% simple interest. Grant of Mobilization advance to the contractors for executing capital intensive works;

In respect of certain specialized and capital intensive works with estimate cost put to tender of Rs. 2.00 crores and above, provision of mobilization advance may be kept in the tender documents.

Chief Engineers should use their discretion carefully in deciding whether any particular work shall be considered as specialized or capital intensive one.
Applicability or otherwise of relevant clause of GCC shall be clearly indicated in schedule F, while finalizing NIT of a particular work.

(i) The Mobilization advance limited to 10% of tendered amount at 10% simple interest can be sanctioned to the contractors on specific request as per term of the contract.

(ii) The Mobilization advance shall be released only after obtaining a Bank Guarantee bond from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery together with interest. The advance should be released in not less than two installments.

The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

(iii) It shall be ensured that at any point of time, Bank guarantee is available for the amount of outstanding advance.

The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.

CLAUSE 10B (iii) Plant, Machinery and shuttering material advance as amended

CLAUSE 10C As amended.

CLAUSE 10C A Applicable

CLAUSE 10 CC Not applicable

CLAUSE 11:


CLAUSE 12

Clause 12.1.2 deleted and renumbered as 12.1

CLAUSE 12.2 & 12.3

Deviation limit beyond which clause : 30 % 12.2 & 12.3 shall apply for DIS/SIS

CLAUSE 12.5

Works related to foundation
Deviation limit beyond which clause 12.2 & 12.3 shall apply for

(i) for maintenance work, building work of time bound urgent and emergency nature: 50 %

(ii) for foundation work: 100 %

**CLAUSE - 16:**

Competent Authority for deciding reduced rates. Commune Panchayat Council based on the advice of the S.E/E.E, LAD, Pondicherry.

**CLAUSE - 17:**

Enhancement of maintenance period 12 months

**CLAUSE-17 Enhanced Maintenance Period**

If the contractor of his working people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road curb, fence, enclosure, water pipes, cables, drains, electric or telephone post of wire, tree, grass or grassland or cultivated ground continuous 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, shrinkage or other faults appear in the work within twelve months (5 months in the case of any work other than road work costing Rs.10,00,000 and below) after a certificate final or other wise 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 the Engineer-In-Charge the same to be made good by other workmen 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:**

Subleting the work - not permitted

**CLAUSE 36(i) modified**
Minimum qualifications and experience required for principal Technical Representative Contractors Superintendence, Supervision, Technical Staff and Employees

(i) The contractor shall provide all necessary superintending 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, intimated in writing to the Engineer-In-Charge the Name(s), qualifications experience, age, 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 supervision 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) 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 representative(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 representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative(s) and other representative(s) shall be actually available at site fully during all stage of execution of work, during recording/checking/test checking of measurements of works and whenever required by the Engineer-In-Charge and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurement/test checked measurements. The representative(s) shall not look after any other work substitutes, duly approved by the Engineer-In-Charge of the work in similar manner as lore said shall be provided in event of absence of any of the representative(s) by more than two days.

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 without 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 representative(s) is/are appointed and the contractor shall submit a certificate of employment of the technical representative(s) alongwith every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

“Requirement of Technical Representative(s) and Recovery Rate”

<table>
<thead>
<tr>
<th>SI. No.</th>
<th>Minimum Qualification of Technical Representative</th>
<th>Discipline</th>
<th>Designation (Principal Technical/Technical representative)</th>
<th>Minimum experience</th>
<th>Num ber</th>
<th>Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)</th>
<th>Figures</th>
<th>Words</th>
</tr>
</thead>
</table>

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.
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 permissible on theoretical quantities

(a) Cement for works with estimated cost put to tender not 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

Rates in figures and words at which recovery shall be made from the contractor. Rate in Schedule B plus 10% in case materials issued by Department.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description of item</th>
<th>Excess beyond permission variation</th>
<th>Less use beyond the permissible variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Steel reinforcement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Structural sections</td>
<td></td>
<td>NIL</td>
</tr>
<tr>
<td>4</td>
<td>Bitumen issued free</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bitumen issued at stipulated fixed price</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CLAUSE 47

During the course of contract period, deduction of cess to provide social security and various welfare benefits though the Puducherry Buildings and other construction workers welfare board under section 18 of the buildings and other construction of workers cess collection (RECS) 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 and 2002 with correction slips issued from time to time Revised CPWD Specification 2002 for Cement mortar, Cement Concrete & RCC.

2. However if the said specifications differ from those given in 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 department 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 respect, the former shall prevail.

5. Wherever any reference to any Indian Standard specification occurs in the documents relating to this contract the same should be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of tenders.

6. Conditions involving any financial implications other than those covered in the schedule of quantities will not be entertained and such tenders are also 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 give to the Commune Panchayat, 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, enclosures and pay all fees, taxes and charges which may leviable on account of the operations during the execution of contract. No extra claim of the contractor will be entertained by the Commune Panchayat 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 co-operate with them as found to be 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 built 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 encountered 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 cartage, storage and safe custody of materials. No reimbursement of the expenses will be made by the Commune Panchayat.

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

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

The cement shall be stacked on proper floors consisting of two layer of dry bricks laid on well consolidated earth at a level of at least 0.3 meters above ground level. These stacks shall be in rows of 2 and 10 high with a minimum of 0.6 meters 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 96 Vol . I.

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 authorised agent.

**MATERIALS OBTAINED FROM DISMANTLEMENT**

1. The contractors, in course of their work, should understand that all materials (e.g. stone and other materials) obtained in the work of dismantling, excavation etc. will be considered Commune Panchayat 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 be disposed off to the best advantage of Commune Panchayat.
DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT

II. Owing to difficulty in obtaining certain materials in the open market, B.C.P. have undertaken to supply materials specified in schedule ‘B’ of the tender form at rates stated therein. There may be delay in obtaining the materials by the Commune Panchayat and the contractor is, therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of their 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 B.C.P. 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 approved paints of required colour and shade as per actual requirements of the work to be done with the Engineer-in-Charge at his departmental 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 Commune Panchayat authorities whenever required at their own cost. The work shall be carried out according to the Commune Panchayat Bye-laws and the contractor shall produce necessary certificate from Commune Panchayat 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 his departmental 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 departmentally.
INCONVENIENCE TO PUBLIC

VII. The contractor shall not deposit materials on any site, which will seriously inconvenience to 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 Department 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 extent of the work and satisfy himself about the availability of quarry and of kiln 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 for 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 conform 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 notice required by the said Acts of laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restorations 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 masonry and for laying mud terracing over the roof. The Engineer-in-Charge shall be the final authority to decide whether the earth obtained from excavation is surplus or not.

The surplus earth excavated which is beyond the requirement of B.C.P. works, may be allowed by the Commissioner 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 B.C.P. 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 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 principles 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) Measure shall be taken in order to prevent danger arising from application of paint in the form of spray.

(c) Measure 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 on cessation of work.

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

(f) Suitable arrangement 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 department may required when necessary, a medical examination of workers.

(i) Instructions with 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 a standard table in para 5.3.3 in specifications for work 1996 to VI & 2002 of Analysis of rates be considered for conversion of length of various sizes of M.S. bars and for steel bars into weight are as under.

<table>
<thead>
<tr>
<th>Size (Diameter)</th>
<th>Weight Kg/m (2)</th>
<th>Size (Diameter)</th>
<th>Weight Kg/m (4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>0.222</td>
<td>25</td>
<td>3.855</td>
</tr>
<tr>
<td>8</td>
<td>0.395</td>
<td>28</td>
<td>4.836</td>
</tr>
<tr>
<td>10</td>
<td>0.617</td>
<td>32</td>
<td>6.316</td>
</tr>
<tr>
<td>12</td>
<td>0.888</td>
<td>36</td>
<td>7.994</td>
</tr>
<tr>
<td>16</td>
<td>1.579</td>
<td>40</td>
<td>9.869</td>
</tr>
<tr>
<td>18</td>
<td>1.999</td>
<td>45</td>
<td>12.490</td>
</tr>
<tr>
<td>20</td>
<td>2.467</td>
<td>50</td>
<td>15.424</td>
</tr>
<tr>
<td>22</td>
<td>2.985</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Issue of steel diameter above 10mm will be regulated on sectional weight basis weight being calculated with the help of the above tables. However, for bars TMT 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 contractor’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.
SPECIAL CONDITIONS APPLICABLE FOR ROAD WORKS

1.) 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 personal will be removed from site without permission of the Engineer.

2) Work program and Methodology of Construction:

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

3.) 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.

4.) 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 or 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.

5.) 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.

6.) 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 drawings(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 a 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 guide lines of “IRC SP 53-99”

13.) The Contractor shall use “Electronic Sensor Paver” for this work

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 complete nomenclature of the relevant items in the agreement and other relevant specifications.
(b) In case of extra and substituted items of work for which abbreviated nomenclature
is not provided in the agreements, the full nomenclature of items shall be reproduced in the
measurement book 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 aluminum, doors, windows etc., are specified, the grade
of anodic coating to be provided in accordance with Table I of IS 1868 – 1968 together with

7. Where hydrated lime is 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
status. 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 account and other documents for the
purpose of this condition as may be necessary and shall allow inspection of the same by duly
authorised representative of B.C.P. and further shall furnish such other information /
document as the Engineer-In-Charge may require.

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

The components of material, labour and POL as indicated in para 3 of sub clauses 10(CC)
have been pre determined as below:

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Material</td>
<td>90 percent</td>
</tr>
<tr>
<td>b) Labour</td>
<td>10 percent</td>
</tr>
<tr>
<td>c) POL</td>
<td>Nil percent</td>
</tr>
</tbody>
</table>

100 percent
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 pre cast cement tiles, pre cast hollow concrete blocks, pre cast foam concrete blocks, pre cast 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 is not disturbed.

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

12. The item of anti termite treatment shall be executed through a specialized firm.

CONDITIONS FOR STEEL

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

14. The contractor shall procure 43 grade OPC cement having ISI mark from reputed firms having annual turn over of not less than one million MT and stores it in the site godown as per the guidelines specified in the CPWD specification 2002 under double lock system. The paid voucher of the cement procured shall be produced to the Engineer-in-charge. The cement so procured shall be got tested before use.

15. 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.

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: 10-10-2002. 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 tonnes or part thereof for each size/dia.

22. Payment for the item of laying Semi dense Bituminous Concrete shall be made after conducting the density / Compaction measurement test and also the surface roughness measured with Bump integrator, by the highways Research station, Chennai and ensuring that
   (a) In respect of density / Compaction, the test result conforms to the density prescribed in the mix design and,
   (b) In respect of surface roughness measured with bump integrator the result shall conform to the values prescribed in table – 3 of IRC – SP- -16-2004

ADDITIONAL CONDITION – II

ADOPTION OF PSR ABBREVIATED NOMENCLATURE – 2002


PARTICULARS 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 for items of work at all levels and heights of the building.

3. The work shall be executed as per the C.P.W.D. specifications 2002 (with corrections slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. 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 grading only shall be used on the work.

6. Necessary washing, screening etc., of metal and sand shall 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 body.

9. All manufactured material used on the work shall have ISI mark. In case of materials for which no manufacturer has been licensed to manufacture the materials with ISI marking, the material shall conform to the provisions of C.P.W.D./MOSRTH/CPHEEO specifications or the ISI code (in the absence of C.P.W.D. specifications or other specification mentioned above for any particular material.) In the 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, shall be paid by the Commune Panchayat, if the material passed the test.

12. The architectural drawing Nos. based on which the work is to be executed are available with the Engineer-in-Charge and can be inspected by the prospective tenderers upto the date of receipt of tenders at his office during working hours.

Use and testing of all manufactured materials used in the work shall be regulated as per correction slip No.42 of C.P.W.D. specifications 1996 Vol-I & 2002.

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 defect in walls, roof like leakage, cracks etc., which may come to light during the first monsoon after the completion of the work and for the 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-leachable 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) 1997 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 item number. Samples of shutters shall be got tested as per I.S 1003 (Part-I) – 1997. 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 EXTERNAL WORK

17. The specification in respect of laying and jointing rigid P.V.C. threaded pipes both internal and external shall be as per para 19.7.1 to 19.7.7 and 19.9.1 to 19.9.2. of C.P.W.D. specification 1996 Vol.II and 2002. The rigid P.V.C threaded pipes shall confirm to relevant ASTM standard and shall be ORIPLAST or equivalent.

18. Wherever RCC walls, fins and facials are monolithic the portion of RCC are to be measured as per the sketch attached as per sketch in page No. _______________________.

The top surface of the RCC roof slab shall be screeded to be uniform when concrete is green, so as to have proper bond with the roof treatment. Nothing extra shall be paid on this account.

19. For aluminum 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 Drawings.

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

<table>
<thead>
<tr>
<th>Casement stays (Straight peg type)</th>
<th>Mild steel with tolerance of plus or minus %</th>
<th>Authorized aluminium with tolerance of plus or minus %</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) 300 mm long</td>
<td>0.13 kg/each</td>
<td>0.06 kg./each</td>
</tr>
<tr>
<td>(b) 250 mm long</td>
<td>0.10 kg/each</td>
<td>0.05 kg./each</td>
</tr>
<tr>
<td>(c) 200 mm long</td>
<td>---</td>
<td>0.04 kg./each</td>
</tr>
<tr>
<td>The casement window fasteners</td>
<td></td>
<td>0.155 kg/each</td>
</tr>
</tbody>
</table>
FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND

In consideration of the Bahour Commune Panchayat Council (hereinafter called “Council”) having offered to accept the terms and conditions of the proposed Agreement ………………… between …………… and…………… (hereinafter called “The said contractor(s)”………….for the work (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.……………… (Rupees ………………………………..………………………… ………………………………………. Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We…………………………………………………………… ( Indicate the name of the bank) hereby undertake to pay to the Council an amount not exceeding Rs. ……………….. (Rupees ………………………………………. only) on demand by the Council.

2. WE …………………………do here by undertake to pay the amounts due……….and payable under this Guarantee without any demure, merely on a demand from the Council 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 Council any money so demanded not with 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 …………………………………………………………… ( Indicate the name of the bank) further agree that the guarantee herein here in 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 Council under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Commissioner on behalf of the Council certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We ……………………………………………………………( Indicate the name of the bank) further agree with the Council that …………………………. (indicate the name of the Bank) the Council shall have the fullest liberty without our consent and without affecting 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 or from time to time any
of the powers exercisable by the council against the said contractors and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Council or any indulgence by the Council to the 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 changes in constitution of the Bank or the contractor(s).

7. We ………………………………………………………………… (Indicate the name of the bank) lastly undertake not to (Indicate the name of the Bank). Revoke this guarantee except with the previous consent of the Council in writing.

8. This guarantee shall be valid up to ___________ unless extended on demand by Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ___________ (Rs. ______________ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of the guarantee all our liabilities under this guarantee shall stand discharged.

Dated this _____________________ day of ______________________________________
for ________________________________________________________ (indicate the name of bank).