OULGARET MUNICIPALITY

Name of work: **Regrading the damaged CC road at 3rd cross street in Oulgaret, Oulgaret Constituency.**

NOTICE INVITING TENDER

(Through e-tender mode)

FORM – 6

Certified that this NIT contains **3** items serially numbered from 1 to 3 contains 36 pages and approved for an amount of **Rs.1,20,781/- (Rupees one lakh twenty thousand seven hundred and eighty one only)**

NOTICE INVITING TENDER

Tender for the work of	:	**Regrading the damaged CC road at 3rd cross street in Oulgaret, Oulgaret Constituency.**
Approximate cost put to Tender	:	**Rs.1,20,781/-**
Earnest Money Deposit	:	**Rs.2,416/-**
Date and time of Tender opening	:	**12-01-2023 @ 10.00 A.M.**
This tender contains	:	**36 pages**
Time allowed for the work	:	**2 (Two) Months** including monsoon period

COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY

OULGARET MUNICIPALITY

NOTICE INVITING TENDER for e-Tendering

1. Percentage/Item rate tenders are invited on behalf of the Oulgaret Municipal Council from eligible contractors/ firms registered with Public Works Department, Puducherry for the work of **"Regrading the damaged CC road at 3rd cross street in Oulgaret, Oulgaret Constituency"** through e-Tender in online.

1.1 The work is estimated to a cost of **Rs.1,20,781/-**.This estimate, however, is given merely as a rough guide.

1.2 Tender can be downloaded from e-Tender website **www.pudutenders.gov.in** by the eligible contractors/firms who are having wide experience in road works registered with Public Works Department, Puducherry

2. Agreement shall be drawn with the successful tenderer on prescribed Form No.8 which is available with Oulgaret Municipality, Puducherry. Tenderer shall quote his rates as per various terms and conditions of the said form and submit on line to **www.pudutenders.gov.in** which will form part of the agreement.

3. The time allowed for carrying out the work will be **2 (Two)** Months including monsoon period 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:-

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5. Contractors can download and submit the tenders only through on line from the web site. The contractors shall not approach the office of the Executive Engineer for receiving the Tender Schedule. The Tender Schedules can not be sold in the office of the Executive Engineer.

6. **i) Earnest money of Rs.2,416/- and tender schedule cost of Rs. 525/- (including GST @5%) should be paid through online as per the provisions found in the e-tender Notice.**

The scanned copy of the enlistment copy of the tenderer as per the provisions contained in the website for e-Tenders **www.pudutenders.gov.in**

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 website.

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

"Regrading the damaged CC road at 3rd cross street in Oulgaret, Oulgaret Constituency"

Copies of other drawings and documents pertaining to the works can be down loaded by the tenderers.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far 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 their 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 on line 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 of conditions and rates at which stores, tools and plant, etc., will be issued to him by the Oulgaret Municipality and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the Oulgaret Municipal Council does not bind itself to 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 a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, 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 the Oulgaret 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 Oulgaret Municipality, Puducherry (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 Oulgaret Municipality, Puducherry. Any breach of his 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 this Municipality is allowed to work as a contractor for a period of two years after his retirement from Municipal service, without the previous permission of the Oulgaret Municipal Council 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 Oulgaret Municipal Council as aforesaid before submission of the tender or engagement in the contractor's service.

14. The tender for the works shall remain open for acceptance for a period of **ninety days** from the **date of opening of financial bid**. If any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever is earlier or make any modifications in the terms and conditions of the tender which are not acceptable to the Oulgaret Municipaity, then the Oulgaret Municipal Council 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 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 thereof together with any correspondence leading thereto.

(b) Standard Form 8

Signature of the Commissioner,
Oulgaret Municipality

…….
For and on behalf of the Oulgaret Municipal Council

OULGARET MUNICIPAITY

PERCENTAGE RATE TENDER/ITEM RATE TENDER AND CONTRACT FOR WORKS

(A)Tender for the work of **"Regrading the damaged CC road at 3rd cross street in Oulgaret, Oulgaret Constituency"**

(i) To be submitted online by **9.30 a.m.** on 12-01-2023 in **www.pudutenders.gov.in**

(ii) To be opened in online at **10:00 a.m**. **on 12-01-2023** in through the website.

TENDER

I/We have read and examined the notice inviting tender, Schedules 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 document for the work.

I/We hereby tender for the execution of the work specified for the Oulgaret 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 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 **date of opening of financial bid** thereof and not make any modifications in its terms and conditions.

A sum of **Rs.2,416/-** has been deposited as earnest money through **online mode**. If I / We fail to furnish the prescribed Performance guarantee, I/We agree that the said Commissioner,Oulgaret Municipality**,** Puducherry, or his successors in the 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 Scheduled 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 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 the performance guarantee shall be absolutely forfeited to the Oulgaret Municipal Council or his successors in office and the same may at the option of competent authority on behalf of the Oulgaret Municipal 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 Oulgaret 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 Oulgaret Municipal Council

Signature…….

Dated…… Designation……..

OULGARET MUNICIPAL COUNCIL
OULGARET MUNICIPAITY

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 and in the e-Tender website 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 a 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 payment 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 his name in the appropriate field of the BOQ (Bill of Quantities) template uploaded, stating at what rate he is willing to undertake each item of 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 for rejection. No single tender shall include more then 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.

The rate(s) must be quoted in decimal coinage.

4A. 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 the works to which they refer.

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 receipt for the earnest money forwarded therewith shall their upon 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 memorandum of work tendered for and the schedule of materials to be supplied by Oulgaret Municipality and their issue rates shall be filled and completed in the office of the officer inviting tender. 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 uploads his tender.

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

9. In the case of item rate tenders which are called through e-Tender, only rates quoted shall be considered. Rates quoted by the contractor in item rate tender in figures shall be accurately filled in so that there is no discrepancy in the rates written in figures.

10. 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.

11. All rates shall be quoted on the tender form in online.

12. 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 the form of fixed deposit receipt etc., as in the case of recovery of security deposit within 15 days 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 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 Oulgaret Municipality on evaluation of tender and if the tender is found that the overall amount quoted is less than **15.00%,** 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 forefeiture of EMD furnished.

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

15. **"This work is covered under puducherry Goods and Services Tax Act 2017 and hence the contractors are requested to quote the rates including the effect of GST. Additional/Separate claim for GST will NOT be entertained on any account after the award of work. The payment is also laible for TDS as instructed by the Commercial Tax Department based on GST".**

16. The contractor shall give a list of both Gazetted and Non-Gazetted Oulgaret Municipality employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors 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:

Name of Work	Name and particulars of Division where is being executed	Value of work	Position of works in progress	Remarks
(1)	(2)	(3)	(4)	(5)

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 breach of the contract and the Oulgaret Municipal Council 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.

21. **Document to be submitted after acceptance:**

Licenses / Registrations or proof of applying for labour liecenses, registration with EPFO, ESIC.

SCHEDULES

SCHEDULE 'A'

SCHEDULE OF QUANTITIES

NAME OF WORK: Regrading the damaged CC road at 3rd cross street in Oulgaret, Oulgaret Constituency.

Item No.	Description of Items	Quantity		Rate in Figures Rs.	Rate in Words Rs.	Unit	Amount Rs.
1.	Code No. 4.1.3 Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - all work upto plinth level - 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	15.00	Cum			1 Cum (One Cubic Metre)	
2.	Code No. 15.2.1 Demolishing cement concrete manually / by mechanical means including disposal of material within 50 metres lead - nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	15.00	Cum			1 Cum (One Cubic Metre)	
3.	Code No. 19.26.2 Raising manhole cover and frame slab to required level including dismantling existing slab and making good the damages as required (raising depth of manhole to be paid separately) - rectangular manhole 120x90 cm with circular cover 500 mm dia of grade MD -10	2.00	Each			1 Each (One Each)	

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures and words at which the materials will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
1	Cement	-------- Contractor's own arrangements ----------		

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

Sl. No.	Description	Hire charges per day	Place of Issue
(1)	(2)	(3)	(4)
1	Road Roller	--------- NIL ----------	

SCHEDULE 'D'

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

SCHEDULE 'E'

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

SCHEDULE 'F'

Reference to General conditions of contract.

Name of work: **Regrading the damaged CC road at 3rd cross street in Oulgaret, Oulgaret Constituency.**

Estimated Cost of Work : **Rs.1,20,781/-**

Earnest Money : **Rs.2,416/-**

Performance Guarantee : 5% of the tendered value

Security Deposit : 5% of the tendered value

Additional Performance Guarantee (in case of tender which is more than 15.00% below : 50% of the difference in cost between the quoted amount and estimate cost put to tender

GENERAL RULES & DIRECTIONS	Officer Inviting Tender:	The Commissioner, Oulgaret Municipality**,** Puducherry.
	Maximum percentage for quantity of items 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	The Executive Engineer**,** Oulgaret Municipality**,** Puducherry.
2(viii)	Accepting Authority	The Oulgaret Municipal Council
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	As admissible
2(xi)	Standard Schedule of Rates	**As per PSR 2020-21 to Puducherry Region – which is inclusive of GST.**
2(xii)	Oulgaret Municipality	Oulgaret Municipality
9 (ii)	Standard P.W.D. Contract Form	Form-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
(ii)	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 Schedule F. this guarantee shall be in the form of Fixed Deposit Receipts or 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.

The Superintending Engineers/Executive Engineers of the Oulgaret Municipality are hereby instructed that on evaluation of tender if it is found that if the over all amount of quoted tender is less than 15%, the contractor shall 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 15days from the date of receipt of acceptance letter, shall entitle cancellation of award and forfeiture of EMD furnished.

Clause 1A	Recovery of Security Deposit as amended	

Clause 2	Authority for fixing compensation under Clause 2	Oulgaret Municipal Council on advice of the EE/SE,OM.
Clause 2A	Whether Clause 2A shall be applicable	Yes / No
Clause 3	Modified	
Clause 3A	Modified	
Clause 3B	Deleted	
Clause 5		
Para (i)	Time allowed for execution of work	**…2 (Two) months** including monsoon period
Para (ii)	Authority to give fair and reasonable extension of time for completion of work	**The Commisioner, Oulgaret Municipality, Puducherry.**

MILESTONE(S) **As per table given below**

TABLE FOR 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.	1/8th (of the whole work)	1/4th (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.	3/8th (of the whole work)	½ (of the whole work)	
3.	3/4th (of the whole work)	3/4th (of the whole work)	
4.	Full	Full	

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.	**Rs.60,400/-**
Clause 10B (ii)	Mobilisation advance modified to the max of 10% of tendered value with 10% simple interest.	Not applicable
Clause 10B (iii)	Plant, Machinery and Shuttering Material Advance as amended	
Clause 10C	As amended	
Clause 10CA	Applicable / ~~Not applicable~~	
Clause 10CC	~~Applicable~~ / Not applicable	
Clause 11	Specifications to be followed for execution of works	C.P.W.D. specifications 2002, MORTH, IRC & CPHEEO specifications and manuals (with correction slips and subsequent publications)
Clause 12	Clause 12.1.2 deleted and renumbered as 12.1	

12.2 & 12.3	Deviation limit beyond which Clauses 12.2 & 12.3 shall apply for superstructure.	30%
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 & emergency nature.	50 %
	(ii) For foundation work	100 %
Clause 16	Competent Authority for deciding reduced rates.	The Commissioner, Oulgaret Municipality on the advice of the EE/SE,OM.
Clause 17	Enhancement of maintenance period	**(12) months**
Clause 21	Subletting the work - not permitted	

Clause 36 Modified Clause 36 as per No.DGW/CON/203 dt 6.1.05 is applicable.

"Requirement of Technical Representative (s) and Recovery Rate"

Sl. No.	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 in civil Engineering	Civil	Principal Technical Representative	5 years	1	₹ 15,000/- p.m.	(Rupees Fifteen thousand only)
2.	Graduate Engineer or Diploma Engineer	Civil	Technical Representative	NIL or 5 years	1	₹ 10,000/- p.m.	(Rupees Ten thousand only)

Assistant Engineers retired from Government services who 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 2007 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 ₹ 5 lakhs.	3% plus / minus
	For works with estimated cost put to tender more than ₹ 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.No.	Description of items	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 Oulgaret Municipality	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	2	3	4
1.	Cement		
2.	Steel Reinforcement		
3.	Structural sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price.		

CLAUSE 47 During the course of 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 Building and Other Construction 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 2002 with correction slips and 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 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 Oulgaret 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 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 thereto or revision thereof if any, upto 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 given to the 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, enclosures and pay all fees, taxes and charges which may be leviable on account of the operations during the execution of the contract. No extra claim of the contractor will be entertained by the Oulgaret Municipaityl 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 thereof 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, flood, and 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 Oulgaret Municipaityl.

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 weatherproof roofs and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with the Oulgaret 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 cement shall be stacked on proper floors consisting of two layers of dry bricks laid on well-consolidated earth at a level of at least 0.3 meters above ground level. These stocks shall be in row of 2 and 10 high with a minimum of 0.6 meter 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 2002.

The day today 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

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

DELAY IN OBTAINING MATERIALS BY THE OULGARET MUNICIPALITY

II. Owing to difficulty in obtaining certain materials in the open market, the Oulgaret Municipality have undertaken to supply materials specified in schedule 'B' of the tender forms at rates stated therein. There may be delay in obtaining the materials by the Oulgaret Municipality 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 Oulgaret 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 approved paints of required color and shade as per actual requirements of the work to be done with the Engineer-in-charge at his Oulgaret Municipality 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 Oulgaret Municipality authorities whenever required at their own cost. The work shall be carried out according to the Oulgaret Municipal Bye-laws and the contractor shall produce necessary certificate from Oulgaret Municipality 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 Oulgaret 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 the materials stipulated to be issued Oulgaret 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 Oulgaret 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 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 Oulgaret Municipal 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 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 Oulgaret Municipality 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 Municpal works.

Wherever fine sand has been mentioned in the schedule of quantities, it should be conforming to the grading Zone-I 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 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 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 subsequently verified by a medical team appointed by the competent authority.

(h) The Oulgaret Municipality may require when necessary 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 section weights referred to as standard tables in para 5.3.3 in specifications for work 1996 to Vol-VI and 2002 be considered for conversion of length of various size of M.S. bars and for steel bars into weights are as under:-

Size (Diameter) mm	Weight Kg/m	Size (Diameter) mm	Weight Kg/m
(1)	(2)	(3)	(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 10mm will be regulated on sectional weights basis, weight being calculated with the help of the above tables. However, for bars TMT steel up to and including 10mm the following procedure shall be adopted. The average sectional weights 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-efficients 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 tail run of the equipment for establishing its capability to achieve the laid down specification 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.

(2) 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 construction each item of work and obtain the approval of the engineer prior to 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 4th 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 Specifications 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 action as stipulated in the Ministry's for Road and Bridge Works 4th Revision.

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

Ministry's specification 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 guide lines of "IRC SP 53-99"

(13) The contractor shall use "Hydrostatic paver with sensor control" for this work.

(14) Regarding bearings, the MoRTH letter No.RW/NH-34057/1/2008-S & R (B) dated 22.7.2009 and its Corrigendum No.RW/NH-34057/1/2008-S & R (B) dated 09.09.2009 shall be adhered.

(15) The Pile shall be terminated at a depth as per the direction of Engineer-in-charge.

ADDITIONAL CONDITIONS

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

2(a) For the purpose of recording measurements and preparing running account bill 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 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 edge 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 of IS: 1868-1968 together with reference to IS: 5523-1969.

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 contractors shall be reimbursed the amount so paid provided such payment, if, any, is not, in the opinion of the Commissioner (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 Oulgaret Municipality 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.

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 organise 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 arrangements to provide the steel required for the work from SAIL / IISCO / TISCON / VIZAG / JSW 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 / PPC 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 procured shall be got tested before use.

15. The contractor shall make his own arrangements 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 replaced 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 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.

23. Inviting the guidelines prescribed by the Central Vigilance Commission no Post-tender negotiation shall be conducted with tenderers. The tenderers are expected to quote their rate within the prermisible limit of variation.

ADDITIONAL CONDITIONS II

ADOPTION OF PSR ABBREVIATED NOMENCLATURE - 2007

As per Chief Engineer's Circular No.378/PW/EE(D)/AE(C)/F.NO.286/2002-03, dated 30.10.2002 the Puducherry Schedule of Rates Abbreviated Nomenclature 2007 for buildings and road works shall be adopted in recording of measurements and preparation of running account bills, etc., wherever applicable as per CPWD Works Manual 2007.

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 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 correction 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 the 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 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 Municipal body.

9. All manufactured materials 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 materials shall conform to the provisions of C.P.W.D./MOST/MORTH/IRC/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 if the material passes the test by the Engineer-in-Charge.

12. The architectural drawings 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 up to the date of receipt of tenders at his office during working hours.

Use and testing of all the manufactured materials used in the work shall be regulated as per specifications 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 defects in walls, roof like leakage, cracks etc. Which may come to light during the first monsoon after the completion of 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-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. specifications 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 in Page No. ……

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

19. For aluminium doors, fixed glazing, fixed windows, sliding windows, louvered 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.

20. The weight of stays given in C.P.W.D. specifications 2002 shall be for cast brass stays only.

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

Casement stays (Straight peg type)	Mild steel with tolerance of plus or minus %	Anodized aluminium with tolerances of plus or minus %
(a) 300 mm long	0.13 Kg/each	0.06 Kg/each
(b) 250 mm long	0.10 Kg/each	0.05 Kg/each
(c) 200 mm long	- The casement window fasteners	0.04 Kg/each 0.155 kg/each

FORM OF PERFORMANCE SECURITY

BANK GUARANTEE BOND

In consideration of the Oulgaret Municipal Council (hereinafter called “Council”) having offered to accept under the terms and conditions of the proposed agreement made between the Commissioner, Oulgaret Municipality and …… (hereinafter called “the said contractor”) for the work …… (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs……(Rupees ……..…….……Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We **…….. (** Indicate the name of the bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Municipality an amount not exceeding Rs. …… (Rupees ……only) on demand by the Council.

2. We ** ……(** indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the 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, out 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 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 Engineer-in-charge 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 the Council 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 or from time to time any of the powers exercisable by the council against the said contractors and to for–bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any for-bearance, 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 **…… lastly undertake not to revoke this (** Indicate the name of the Bank). 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. Not withstand anything mentioned above, our liability against this guarantee is restricted to Rs. …….(Rupees. …….. only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of the 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 a non-judicial stamp paper before a First class Magistrate) I/We have submitted Bank Guarantee for the work …… (Name of work) ……in letter No …….. dated …… from …… (Name of Bank) to the Commissioner, Oulgaret Municipality ……..…… towards performance guarantee. This Bank Guarantee expires on …….. I/We undertake to keep the validity of the Bank Guarantee in tact by getting it extended from time to time at my/our own initiative up to a period of …….. months after the recorded date of completion of the work or as directed by the Commissioner, Oulgaret Municipality. 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 executants before a First Class Magistrate.

FLY SLIP: 1

The Contractors who are having more than three works on hand at the time of tendering are not eligible to participate in the tender (PWD/OTHER THAN PWD CONTRACTORS). The participating contractor shall submit the list of works in hand (progress) in Letter pad and to be upload along with NIT (FORM-6) in the format given in page No.11 vide para No.19.

FLY SLIP: 2

CONDITION TO BE STIPULATED FOR ROAD WORKS:

(i) For works costing upto Rs.3.00 crores

*Contractors should **hire/lease** the following machineries and should produce original documentary evidence of hiring/leasing.*

1. *Central Hot Mix Plant of 40 TPH to 60 TPH capacity with compatible electronic control system – 1No.*
2. *Hydrostatic Paver finisher with sensor control – 1 No.*
3. *Vibratory Roller – 1 No.*

(ii) For works costing more than Rs.3.00 crores

*Contractor should **own** the following machineries and should produce original documentary evidence of the ownership.*

1. *Central Hot Mix Plant of 40 TPH to 60 TPH capacity with compatible electronic control system – 1No.*
2. *Hydrostatic Paver finisher with sensor control – 1 No.*
3. *Vibratory Roller – 1 No.*