

PRASAR BHARATI BROADCASTING CORPORATION OF INDIA OFFICE OF THE EXECUTIVE ENGINEER (CIVIL) CIVIL CONSTRUCTION WING, AKASHVANI, 1085, GANESH KHIND ROAD, PUNE – 411016

# ORIGINAL N.I.T.

## NO. 33/EEC/CCW/AKASHVANI/PUNE/2024-25 Dated : 15.01.2025

- NAME OF WORK : Internal painting of Rooms, Corridors and Garages etc at City Office of National Channel, Super Power Transmitter of Akashvani at Seminary Hills, Nagpur.
- ESTIMATED COST : Rs. 5,98,820/-
- EARNEST MONEY : Rs. 11,976/-DEPOSIT
- SECURITY DEPOSIT : 2.50% OF WORK DONE AMOUNT

PERFORMANCE

- GUARANTEE : 5% OF TENDERED VALUE
- TIME LIMIT : 02 (Two) Months

Certified that this NIT contains pages from 1 to 33 in serial order and approved for Rs. 5,98,820/- only.

"APPROVED"

### EXECUTIVE ENGINEER CCW, Akashvani, PUNE-16

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EXECUTIVE ENGINEER (CIVIL) CCW AKASHVANI PB (IPSB) PUNE-16



The Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, PB(BCI), 1085, Ganesh Khind Road, Pune Invites on behalf of President of India online Item rate tenders from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Department of Post and state PWD of Maharashtra state for following work:-

SI. No.	Name of Work	Estimated Cost	Earnest Money Deposit	Time Limit	Last date and time of online submission of Tender	Last date & time to submit hard copies of other documents by the lowest tenderer only	Time and date of opening of e-Tenders
33/EEC/CCW/AKASHVANI DUNE/2024.25		5,98,820/-	11,976/-	02 (Two) Months	22.01.2025 upto 14.00 Hrs.	29.01.2025 Upto 16.00 Hrs.	22.01.2025 at 15.30 Hrs

For further details, log on to https://prasarbharati.eproc.in

EXECUTIVE ENGINEER (CIVIL) CCW AKASHVANI PB(IPSB) PUNE-16

#### INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

#### NIT NO.33/EEC/CCW/AKASHVANI/PUNE/2024-25

The Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, PB(BCI), 1085, Ganesh khind road, Pune Invites on behalf of President of India online Item rate tenders from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Department of Post and state PWD of Maharashtra state for following work:-

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33/EEC/CCW/AKASHVANI PUNE/2024-25	Internal painting of Rooms, Corridors and Garages etc at City Office of National Channel, Super Power Transmitter of Akashvani at Seminary Hills, Nagpur.	5,98,820/-	11,976/-	02 (Two) Months	22.01.2025 upto 14.00 Hrs.	29.01.2025 Upto 16.00 Hrs.	22.01.2025 at 15.30 Hrs

- 1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.
- 2. Information and Instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <u>https://prasarbharati.eproc.in</u> free of cost.
- 4. The bid can only be submitted after **depositing Processing Fee in favour of M/s. C1 INDIA Private Limited and** depositing original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CCW, Akashvani within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee including e-Bank Guarantee ( for balance amount as prescribed ) from any of Commercial Banks ( drawn in favour of "Executive Engineer (Civil), CCW , AKASHVANI, PRASAR BHARATI (BCI), Pune") towards EMD and other documents as specified.

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- 5. Those contractors who are not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 6. The intending bidder must have valid class-III digital signature to submit the bid.
- 7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
- 9. In case of e-tendering, integrity Pact (IP) shall be treated in the same manner as other components of the bid document. In e-tendering the intending bidder does not sign any documents physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the integrity pact shall also be signed between Executive Engineer & successful bidder after acceptance of bid.
- 10. The Bidder should possess Certificate of Registration for GST. <u>It is mandatory to</u> <u>upload scanned copies of all the documents including GST</u> registration if these <u>documents are not uploaded, then bid will become invalid and shall summarily be</u> <u>rejected.</u>

<u>The Bidder(s) shall quote all-inclusive rates including all taxes, GST etc. against</u> <u>the items in the schedule of quantities</u> and nothing extra shall be payable. As bidders rate are inclusive of all taxes, no reimbursement of any tax shall be made. The Clause of GCC 2023 of NIT/Contract stands modified accordingly.

Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

- 11. The Bidder should examine the various provisions of CGST Act 2017, IGST Act 2017 / UGST Act 2017, SGST Tax 2017 of the respective state and up to date amendments issued from time to time and other applicable taxes before bidding / tendering. The bidder shall also confirm to the rules made under these Acts.
- 12. The Bidder shall ensure that benefit of Input tax Credit (ITC) likely to be availed by them is duly considered by them while quoting rates.
- 13. The Bidder shall submit the Invoice of the work executed as per Rule 46 of the CGST rules. The taxes will be calculated as per Rule 35 of CGST Rules 2017.
- 14. TDS on Income tax, labour cess and other statutory deductions shall be made at source as per prevalent laws. TDS on GST as and when become applicable will also be deducted as per relevant GST Act / Rules / Notifications.

# 15. List of Documents to be scanned and uploaded within the period of bid submission:

- Scanned copy of Treasury Challan/Demand Draft/Pay order or Banker`s Cheque / Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD (must be submitted as a Single instrument. If a part of EMD is submitted in the form of Bank Guarantee, the balance should be single instrument)
- II) Receipt of Deposition of Original EMD submitted.
- III) Valid Enlistment Order of the Contractor of Eligibility Class.
- IV) Certificates of Work Experience ( if required from non CPWD and CPWD class II contractors )
- Affidavit (as per clause 1.2.2 in CPWD-6) with Name of Work and NIT NO., On non judicial stamp paper of Rs. 100/- duly notarized (if required from non CPWD and CPWD class II contractors)
- VI) Two letters from CPWD class I contractors as specified under clause 1.2.3 of CPWD 6 (if applicable).

VII) GST Registration Certificate if already obtained by the bidder and Acknowledgement of up to date filed returns i.e. upto previous Quarter of current financial year.
If the bidder has not obtained GST registration as applicable, then he shall scan and upload following under taking along with bid documents.
"If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard".

The bidder shall be required to produce original documents for verification on demand by the Executive Engineer (C), CCW, AKASHVANI, Pune.

EXECUTIVE ENGINEER (CIVIL) CCW AKASHVANI PB(IPSB) PUNE-16

#### PRASAR BHARATI (India's Public Service Broadcaster) CIVIL CONSTRUCTION WING, AKASHVANI NOTICE INVITING e-TENDER

The Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, PB(BCI), 1085, Ganesh khind road, Pune Invites on behalf of President of India online Item rate tenders from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Department of Post and state PWD of Maharashtra state for following work:-

#### Name of work : Internal painting of Rooms, Corridors and Garages etc at City Office of National Channel, Super Power Transmitter of Akashvani at Seminary Hills, Nagpur.

The work is estimated to cost **Rs. 5,98,820/-.**This estimate, however, is given merely as a rough guide.

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority not below the rank of Executive Engineer or equilant and which shall be to the satisfaction of the competent authority, of having satisfactorily completed Similar works [Similar work means Building Civil Works] of magnitude specified below The similar work should have been executed in last 7 years ending last day of the month previous to the one in which the bids are invited:

# <u>Criteria of eligibility for submission of bid documents ( for CPWD class II and non CPWD contractors ):</u>

1.2.1

THREE Similar works each of value not less than 40% of estimated cost put to tender

#### OR

**TWO** Similar works each of value not less than 60% of estimated cost put to tender

#### OR

**ONE** Similar work of value not less than 80% of estimated cost put to tender

1.2.2 The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under: (please refer Sr.No.17. V Page No.5 of this NIT)

I / We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for Bidding in CCW, AKASHVANI in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineering-Charge shall be free to forfeit the entire amount of Earnest Money Deposit /Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

- 1.2.3 When bids are invited from non CPWD contractors and CPWD class II contractors as per provisions of **clause 1.2.1** above, it will be mandatory for non CPWD contractors and CPWD class-II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of **clause 1.2.2**.
- 2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD-7/8 (or other Standard Form as mentioned), which is available as a Govt. of India Publication and

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also available on website <u>www.cpwd.gov.in</u>. Bidders shall quote their 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 ------ from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- 4. (i) The site for the work is available.

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

(ii) The architectural and structural drawing for the work is available or

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

- 5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on the web Site <a href="https://prasarbharati.eproc.in">https://prasarbharati.eproc.in</a> free of cost.
- 6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
- Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed 9. Deposit Receipt, Bankers Cheque or Bank Guarantee including e-Bank Guarantee ( for balance amount as prescribed ) from any of Commercial Banks ( drawn in favour of "Executive Engineer (Civil), CCW, AKASHVANI, PRASAR BHARATI (BCI), Pune") shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of the Executive Engineer (C), CCW, AKASHVANI, Pune or division office of any Executive Engineer, CCW, AKASHVANI within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by the Executive Engineer(C), CCW, AKASHVANI, Pune in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in the shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank having validity for a period of 90 days for single bid works and 180 days for two bid system or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest

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money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited e-tender processing fee with M/s. C1 INDIA Private Limited & Original Earnest Money Deposit deposited in the office of the Executive Engineer(C), CCW, AKASHVANI, Pune or any other division office of any Executive Engineer, CCW, AKASHVANI within the period of bid submission & other documents scanned and uploaded are found in order.

The Certified copy of all the scanned and uploaded documents shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority.

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

#### (i) e-Tender Processing Fee (as per ITI rules) shall be payable to M/s. C1 INDIA Private Limited through their e-gateway by credit/debit card, internet banking or RTGS/NEFT facility.

The bid submitted shall be opened at 15.30 Hrs. on 22.01.2025

#### **10** The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not deposit original EMD either in the office of the Executive Engineer(C), CCW, AKASHVANI, Pune or division office of any Executive Engineer, CCW, AKASHVANI within the period of bid submission.
- (iii) The bidder does not upload all the documents (including **GST** registration) as stipulated in the bid document including the scanned copy of EMD, affidavit and the certified copy of all the scanned and uploaded documents.
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.
- (v) If a tenderer quotes NIL rates against any item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 11 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 Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank Government Securities 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 earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and

also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

- 12 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 requisite and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 13 The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 14 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.
- 15 The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 16 The contractor shall not be permitted to tender for works in the CCW AKASHVANI Circle (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 Junior 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 Civil Construction Wing of AKASHVANI or in the Ministry of Information & Broadcasting. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 17 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed 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 India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 18 The bid for the works shall remain open for acceptance for a period of <u>30 (Thirty)</u> days from the date of opening of bids.

Further

(i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

(ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

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(iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

- 19 This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sigsn the contract consisting of:
  - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. Form No. 7 / 8 or other standard CPWD forms as applicable. General conditions of contract (GCC) 2023 Construction works / maintenance works with correction slips issued up to one day previous to last date of submission of tenders, which is available as CPWD publication on CPWD official website at https://cpwd.gov.in/Documents/cpwd\_publication.aspx PDF shall be deemed to be part of the Tender documents.

Price Preference to SC/ST individual contractor for item rate/percentage rate tender:
 Price preference in quoted item rate/percentage rate tender shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under: (i) For work(s) upto and equal to an estimated cost of Rs. 2.70 lakh a price preference upto 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST

enlisted/non-enlisted contractor. No earnest money is required in such case(s). (ii) For work(s) beyond an estimated cost of Rs. 2.70 lakh and upto and equal to estimated cost of Rs. 6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender)

may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduced rate of ½% may be accepted in such cases.

The price preference upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor only. The above concession shall be allowed only after verification of the individual contractor's claim of belonging to SC/ST community.

For and on behalf of President of India

EXECUTIVE ENGINEER (CIVIL) CCW AKASHVANI PB (IPSB) PUNE-16

NIT approved for Rs. 5,98,820/- (Rs. Five Lakhs Ninety Eight Thousand Eight Hundred Twenty Only)

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#### Prescribed Format of Receipt of deposition of original EMD

(Receipt No)				
Garages etc Super Powe	nting of Rooms, Corridors and at City Office of National Channel, Transmitter of Akashvani at ills, Nagpur.			
2. NIT No. 33/EEC/CCW/AKASHVAN	I/PUNE/2024-25 Dated : 15.01.2025			
3. Estimated Cost	: Rs. 5,98,820/-			
4. Amount of Earnest Money Deposit	: <b>Rs. 11,976/-</b>			
5. Last date of submission of bid	: 22.01.2025 hours on 14.00 Hrs			
Prescribed Format to be filed by EMD Rece	eiving Officer			
1. Name of Contractor *				
2. Form of EMD *				
3. Amount of Earnest Money Deposit *				

4. Date of submission of EMD \* .....

(\* to be filled by EMD receiving DIVISION)

#### (Signature, Name and Designation of EMD receiving Officer along with Office stamp)

- 1) The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority. The receipt can also be issued by any subordinate gazetted authority as authorized by the EE/ Engineer in Charge /DDH.
- 2) The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency by email/fax/telephonically.
- 3) The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.
- 4) The tender inviting authority calls for original EMD of the L1 tenderer from EMD receiving authority immediately.

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#### PRASAR BHARATI (INDIAS PUBLIC SERVICE BROADCASTER) CIVIL CONSTRUCTION WING, AKASHVANI

State : MAHARASHTRA	Circle	: MUMBAI
Branch : AKASHVANI,CIVIL		: PUNE
Zone : WEST	Sub-Division	: PUNE- I

#### Item Rate Tender & Contract for Works

#### Name of work : Internal painting of Rooms, Corridors and Garages etc at City Office of National Channel, Super Power Transmitter of Akashvani at Seminary Hills, Nagpur.

To be **submitted online** through the website <u>https://prasarbharati.eproc.in</u> by 14.00 hours on 22.01.2025 to the Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, Prasar Bharati (IPSB), Pune-16.

 To be opened online at the website <u>https://prasarbharati.eproc.in</u> in presence of tenderers who may be present at 15.30 hours on 22.01.2025 in the office of the Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, Prasar Bharati (IPSB), Pune-16.

Tender submitted online at the website https://prasarbharati.eproc.in by the contractor

#### TENDER

I/We have read and examined the notice inviting tender, schedule A, B, C, D, E & F, specifications applicable, drawings & designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & 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 President of India 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 of 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 <u>30 (Thirty)</u> days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 11,976/-** is hereby forwarded in the form of Receipt Treasury Challan/Deposit at Call Receipt of a Scheduled Bank/Fixed Deposit Receipt of a Scheduled Bank/Demand Draft of a Scheduled Bank/Bank Guarantee issued by a Scheduled Bank as Earnest Money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence the work specified I/we agree that the said President of India or his successors in office shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/we agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

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Further, if I / We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 (as modified) of the bid form.

Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-bidding process of the work.

I/We undertake and confirm that eligible similar works (s) has/have not been got executed through another contractor on back to back basis. Further that , if such a violation comes to the notice of Department , then I/We shall be debarred for tendering in CCW, AKASHVANI in future forever . Also , if such a violation comes to the notice of Department before date of start of work, the Engineer –in-charge shall be free to forfeit the entire amount of earnest money Deposit/Performance Guarantee

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 the safety of the State.

Dated:	Signature of Contractor
Postal Addre	ess:
Witness:	
Address:	
Occupation:	
Witness:	
Address:	
Occupation:	
ACCEPT	
ACCENT	ANCL
The above tender (as modified by you as prov	vided in the letters mentioned hereunder) is
accepted by me for and on behalf of the	President of India for a sum of ₹
(Rupees	
	)

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

ii)

iii)

For and on behalf of the President of India,

Dated: \_\_\_\_\_

Signature:	
Designation:	<b>Executive Engineer (Civil)</b>
-	<b>Civil Construction Wing</b>
	AKASHVANI, PB (IPSB)
	PUNE-16.

#### **PROFORMA OF SCHEDULES**

#### SCHEDULE 'A' TO 'F'

#### SCHEDULE 'A'

Schedule of quantities - Enclosed  $\checkmark$ 

#### SCHEDULE 'B'

Schedule of materials to be issued to the contractor

Sr.	Description of	Quantity	Rates in figures & words at	Place of
No.	Item		at which the material will be charged to the Contractor	issue
1	2	3	4	5
L _			NIL	

#### SCHEDULE 'C'

Tools and Plants to be hired to the Contractor

Sr. No.	Description	Hire charges Per day	Place of Issue
1	2	3	4
	N	B B	

#### SCHEDULE 'D'

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

----- NIL -----

#### SCHEDULE 'E'

Reference to General Conditions of contract		Applicable GCC is GCC Maintenance Works
	2023	as modified and corrected upto previous day of
	the la	ast date of submission of the tender.
Name of work	:	Internal painting of Rooms, Corridors and Garages etc at City Office of National Channel, Super Power Transmitter of Akashvani at Seminary Hills, Nagpur.
Estimated cost of work	:	Rs . 5,98,820/-
Earnest money	:	<b>Rs. 11,976/-</b> (to be returned after receiving Performance Guarantee)
Performance guarantee	:	5% of tendered value
Security Deposit	:	2.5% of work done amount
	1	4 AEC(P) ASW(C) EE(C)

#### SCHEDULE 'F'

#### General Rules & Directions:

Officer inviting Tender		:	Executive Engineer (Civil), CCW, AKASHVANI, PrasarBharati (IPSB), Pune-16
Definitions :			Fulle-To
2(v)	Engineer-in-Charge	:	Executive Engineer (Civil), AKASHVANI, PrasarBharati (IPSB), Pune-16
2(viii)	Accepting Authority	:	Executive Engineer (Civil), AKASHVANI, PrasarBharati (IPSB), Pune-16
2(x)	Percentage on cost of materials and labour to cover all overheads		4507
	and profits	:	15%
2(xi)	Standard Schedule of Rates	:	CPWD DSR <del>2021</del> /2023 with up to date correction slips & Market Rates if any
2(xii)	Department	:	Civil Construction Wing, AKASHVANI, PrasarBharati (IPSB), Pune
9(ii)	Standard CPWD contract form	:	General Conditions of Contract <b>Maintenance work 2023</b> CPWD Form 7 / 8 as modified & corrected upto previous day of the last date of submission of the tender
Clause 1			
<ul> <li>i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance,</li> </ul>			
in days		:	10 (Ten) days
<ul> <li>ii) Maximum allowable</li> <li>extension beyond the</li> <li>period as provided in</li> <li>(i) above, in days</li> </ul>		:	05 (Five) days
Clause 2 Authority for fixing compensation under Clause 2		:	Superintending Engineer (Civil) Civil Construction Wing, AKASHVANI, Mumbai
Clause 2A	Whether Clause 2A shall be applicable	:	<del>YES</del> / NO
Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of start	:	10 (Ten) days

#### Milestones as per Table given below:

Sr.	Financial progress	Time allowed	Amount to be with-held in case of
No.		(from date of start)	non-achievement of milestone
1	12.5% Value of the work	25% time limit of the work	In the event of not achieving the
			necessary progress as assessed
2	37.50% Value of the work	50% time limit of the work	from the running payments, 1.25%
			of the tendered value of work will
3	75% Value of the work	75% time limit of the work	
5			be withheld for failure of each
4	100% Value of the work	100% time limit of the work	milestone.

#### Table of Milestones.

Time allowed for execution of work :

#### Authority to decide:

(i) Extension of time		:		ending Engineer (Civil) KASHVANI Mumbai
(ii) Rescheduling of milestones :				ending Engineer (Civil) KASHVANI Mumbai
Clause 6		:	applicable	le – Computerised Measurement Book
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		: F	Rs. 02.99 Lakhs $\pm$ Clause
Clause 7A				
Whether Clau	se 7A shall be applicable :		Y	/ES
Clause 10A	List of the testing equipment to be provided by the contractor at site lab	nts	6 :	As per ANNEXURE-Y
Clause 10B(ii)	Whether clauses 10B(ii) shall be applicable		:	NO
Clause 10C	Component of labour expressed as percent of value of work		:	25%
Clause 10CA			:	Not Applicable
Clause 10CC	Clause 10CC to be applica in contracts with stipulated period of completion <b>exceeding</b> the period shown in next column	ble	e :	12 Months

CLAUSE 10 CC	
Component of Civil (Except materials Electrical construction of total value of work	-Xm
Component of Labour expressed as percent of total value of work	Y%
Component of POL expressed as percent of total value of work	Z%

Clause 11 Specifications to be followed for execution of work

: CPWD book of Specifications 2019 Vol. I to II with upto-date correction slips for execution of work

Clause 12 Type of Work

#### **Maintenance Work**

Clause 16	Competent authority for Deciding reduced rates	:	Upto 5% (five percent) of contract value by Superintending Engineer (C), CCW, Akashwan, Mumbai. Beyond that by Chief Engineer (C), CCW AKASHVANI, New Delhi
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# Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site as per requirement.

- 1. Concrete mixer
- 2. Needle Vibrator.
- 3. Cutting and Bar Bending machine.
- 4. Road roller of 10 T for road work.

Clause 19 C	Authority to decide penalty	: Superintending Engineer (C), CCW
C , D, G, K	(including amount) for default	AKASHVANI, Mumbai

#### Clause 25

Constitution of Dispute Reduessal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Chief Engineer

Sr. No.	Minimum qualification of technical representative	Disc- ipline	Designation (Principal Technical /Technical representative)	Minimum experience (years <del>)</del>	Number	Rate at whic shall be mad contractor in not fulfilling Clause	de from the the event of provision of
						Figures	Words
1	Graduate Engineer OR Diploma Engineer	Civil	Project Manager cum planning / quality/ site / billing Engineer	2 Years 5 Years	1	20,000/- P.M. Each 20,000/- P. M. Each	Twenty Thousand Per Month Each Twenty Thousand Per Month each

Following CCW Retired Engineer may be employeed as technical staff.

1) Shri. V.V.Shahapurkar

2) Shri. M.K.Deshmukh

The agency shall engage retired CCW / PWD Engineers who shall assist and work as per direction of Engineer-in-Charge

The agency shall submit the bills prepared/ verified by the engineer . In the absence of appropriate engineer, recovery/ deduction shall be made from agency's bill.

**Note:** Assistant Engineers retired from Government services that are holding diploma will be treated at par with Graduate Engineers.

#### Clause 38

 i)(a) Schedule/statement for determining theoretical quantity of cement on the basis of Delhi Schedule of Rates 2021 printed by CPWD
 iii) Variationa environmental guardities

ii)	Variations permissible on theoretical quantities:					
(a	a)	Cement				
		For works with estimated cost put to tender not more than Rs. 25 lakh.	3% plus/minus.			
		For works with estimated cost put to tender more than Rs. 25 lakh.	2% plus/minus.			
(b	o)	Bitumen All Works.	2.5% plus & only & nil on minus side			
(c	c)	Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus			
(d	d)	All other materials.	Nil			

#### Recovery Rates for quantities beyond permissible variation:

Sr.	Description of item	Rates in figures and words at which recovery shall be made from the contractor			
No.		Excess beyond permissible variation	Less use beyond the permissible variation		
1.	Cement	NIL	At maximum prevailing market rate during execution.		
2.	Steel reinforcement	NIL	At maximum prevailing market rate during execution.		
3.	Structural section	NIL	At maximum prevailing market rate during execution.		
4.	Bitumen	NIL	At maximum prevailing market rate during execution.		

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#### **GENERAL CONDITIONS**

- 1. Contractors shall co-ordinate and co-operate with the other agencies e.g. Electrical & authorized representative of local bodies for construction of their respective items of work being executed simultaneously in the same building.
- 2. The contractor shall intimate to the Municipality, Police and other local authorities all notices etc. that may be required by law and obtain all requisite license, permission for temporary construction that may be required for execution of work, for obstruction in public places and pay all fines, taxes and charges which may be liable on account of their operation, in executing the contract. They shall make good any damage to adjoining property whether public or private and shall supply and maintain any light (either for illumination or for cautioning the public) required at night.
- 3. The contractor shall make his own arrangement for temporary electric connection at works, if required and make necessary payment for it directly to the department concerned. The wiring done by the contractor shall conform to the electrical regulation of statutory bodies and will be consistent with the safety requirements of the site. The Engineer-in-Charge's decision regarding the safety aspect shall be final and binding on the contractor.
- 4 The contractor shall provide adequate lighting arrangement as approved by the Engineer-in-Charge for carrying out the works during night times when required and also provide all other facilities for the labour employed to carry out the works without any extra charge. Necessary lighting as directed by the Engineer-in-Charge shall also be provided by the contractor without any extra charges for yard lighting as well as to cover the entire site including those required for safety and security reasons.
- 5 The rate of all items of works shall unless clearly specified otherwise include cost of all labours, materials and other inputs involved in the execution of the item. Tendered rates shall be inclusive of all taxes and levies payable under the respective states including GST etc. Nothing extra will be paid on any account. As contractor's rates are inclusive of all taxes, no reimbursement of any tax shall be made to the contractor. The relevant clause of GCC of NIT/contract stands modified accordingly.
- 6. The rate for different items of work shall apply for all heights and depths unless otherwise specified and no such claim on this account shall be entertained.
- 7. The contractor's rate shall among other things include the cost of working in multiple shifts round the clock, if necessary including gazetted holiday and the cost of mobilization of all type of resources, T&P, lighting, etc.
- 8. Any taxes of levies imposed by Govt. of Maharashtra on works contract shall be recovered from the contractor's running bills and final bill as per rate fixed by the Maharashtra State Government from time to time during the currency of the contract.
- 9. TDS on income tax, labour cess and other statutory deductions shall be made at source as per prevalent laws. TDS on GST as & when becomes applicable will also be deducted as per relevant GST Act/ rules/ notification. State Government Maharashtra GST on works contract/Building and other Construction Workers Welfare.Cess and other applicable taxes/cess shall be recovered from the contractor's running bills as per rate fixed by the Maharashtra Government from time to time during the currency of the contract.
- 10. The tenderer shall ensure that benefit of Input tax credit (ITC) likely to be availed by them is duly considered by them while quoting rates.
- 11. The contractor shall submit the invoice of the work executed as per rule 46 of the CGST rules. The taxes will be calculated as per rule 35 of CGST Rules 2017.
- 12. Tenderer shall examine the various provisions of CGST Act, 2017 IGST Act, 2017/ UGST Act 2017/ SGST Act 2017 of the respective state and up to date amendments issued from time to time and other applicable taxes before bidding/ tendering. The tenderer shall also confirm to the rules made under these Acts.

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- 13. The GST has been implemented by the Government of India with effect from 1<sup>st</sup> July 2017. The rates quoted by the tenders, shall be firm and inclusive of all taxes including GST.
- 14. Steel shuttering shall be used in all the CC and RCC works.
- 15. The contractor shall leave such recesses, holes, openings etc. as may be required for electrical and sanitary works. No extra payment shall be made to him on this account.
- 16. The contractor shall make adequate fire fighting arrangement and shall be fully responsible for any fire consequences at the work site.
- 17 **Site Inspection :** The bidder should inspect and examine the subject site and its surrounding and satisfy himself as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site/ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. The bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date. The Agency shall visit the site of work before quoting, as no extra payment will be made on any account such as extra thickness of base coarse/depths and all height of buildings etc.
- 18. Where the contractor is required to provide materials of certain sizes or weights which may have become out of market due to change over to metric standards, substitute conforming to the nearest higher equivalents as approved by the Engineer-in-Charge shall be used. No claim of extra payment shall be entertained on this account.
- 19. All materials, articles and workmanship shall be the BEST of their respective kind for the class of work described in the contract, specification and schedule of quantities. All materials shall be subject to the approval of the Engineer-in-Charge. The word 'BEST' used in those specifications shall mean that in the opinion of the Engineer-in-Charge there is no superior quality of materials or finish of articles in the market available for the nature of the item described in the contract schedule. The Engineer-in-charge or his authorized representative shall have the absolute power to make the contractor purchase and use such materials of particular source as may, in his opinion, be necessary for proper compliance with the specification and execution of work.
- 20. Materials shall conform to CPWD specifications. No extra payment will be admissible to the agency for transportation of CPWD specified materials from any source within India. The agency's rate will be deemed to be included in the quoted rates.
- 21. All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor. The testing shall mandatorily be carried out in the Laboratries setup by the Government Sector, Semi Government of NABL approved private sector. All Government Institutes, Indian Institutes of Technology, National Institutes of Technology, Central and State Research Centers, Centrally and State Funded Laboratries stands approved. No approval is required for Testing in these Laboratries / Intitutes. However, the outside Private Laboratries shall be gor approved from the Engineer-in-charge, if no approved labs as above is available within 200 kms. of the work site. A particular private lab shall be approved for specified tests and work / project. The approving authority will specify the tests while approving the Laboratries.
- 22. The water shall be tested by the contractor with regard to the suitability for use in RCC works and nothing extra shall be paid thereon.
- 23. Wherever the word 'CPWD' refers in the printed book of 'General Conditions of Contract for Central P.W.D. Works', it may be read as 'CCW, AKASHVANI'.
- 24. English version of the contract including corrections any shall deemed to be accepted for all contractual obligations.
- 25. Where the contractor is required to provide materials of certain sizes or weights which may have become out of market due to change over to metric standards, substitute conforming to the nearest higher equivalents as approved by the Engineer-in-Charge shall be used. No claim of extra payment shall be entertained on this account.

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#### ADDITIONAL CONDITIONS

- 1. The contractor shall be entitled to invoke arbitration clause only after exhausting the remedy available under the Dispute Redress Committee, convened by the Chief Engineer, CCW, AKASHVANI, New Delhi.
- 2. The contractor shall arrange all major plant and equipment or any other machinery required, apart from the list as mentioned under clause 18 of Schedule-F, for execution for work, in good condition at appropriate time and nothing extra shall be paid on this account. However, this shall not relieve the contractor of any responsibilities to complete the work within the stipulated time.
- 3. Five years guarantee in prescribed pro forma attached must be given by the contractor for the water proofing treatment, In addition 10 % (Ten percent ) of the cost of these items would be retained as guarantee to watch the performance of the work executed. However, half of this amount (withheld ) would be release after two monsoon seasons after completion of the work, If the performance of work done is satisfactory. If any defect is noticed during the guarantee period, it should rectified by contractor within seven days & if not attended to, the same shall be got done by other agency at the risk & cost of the contractor. In any case, the guaranteeing firm during the guarantee period should inspect & examine the treatment once in every year & making good the defects observed. However, the security deposit can be released in full if bank guarantee of equivalent amount for five years is produced & deposited with the Engineer-in-Charge.
- 4. The cement and steel required to complete the work shall be arranged by the Contractor. The quantities herein above are only tentative and may vary as per drawing and designs. Condition of cement and steel enclosed. The contractor is required to produce the proof of the purchase of cement and steel as and when desired by the Engineer-in-charge.
- 5. All type of security measures / precautions of labour shall be responsibility of Agency during execution of work, No extra payment will be made on any account.
- 6. The site is under security arrangement of **FTII**, **Pune**. The contractor shall have to abide by their security rules and regulations. No extra claims on account of working in restricted hours, i.e. during night, or what so ever nature because of security constrains, rules and regulations of the Station authorities, shall be entertained later.
- 7. The contractor is to arrange for supply and storage of water, required for the work at their own cost. If contractor use water from common water supply within the campus, necessary water charges shall be recovered from bills payable to contractor.
- Unless otherwise specified, CPWD specifications 2019 volume I & II with upto corrections slips 8. and revised CPWD Specifications 2002 for cement mortar, cement concrete and RCC works shall be followed in general.

Any additional item of work if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above. If Should there be any difference between description of items as given in the schedule of quantities, nomenclature and specifications for individual items of work (special conditions) and I.S. Codes, work shall be got done in the following order of precedence :

I) Description of items as given in Schedules of quantities.

ii) Special conditions and particular specifications.

iii) CPWD Specifications.

iv) I.S. Codes.

v) Decision of Engineer-in-Charge.

#### **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies during the progress of work, the Engineer – in -charge on behalf of the President of India, shall have the option of terminating the contract without compensation to the contractor on his legal heir(s).

Further, any sum recoverable from the contractor shall be recovered from any amount of the contractor available under this contract or any other contract and only the balance amount after such recovery shall be payable to the legal heir(s) of the contractor upon his death.

#### Special conditions for works:

- 1. The contractor shall ensure that the following provisions are complied with during the construction besides GCC provisions related to a) CPWD safety code b) Model rules and c) CPWD contractors labour regulations.
  - 1.1. Reduction in air pollution during construction by taking necessary measures. For example, Covering stock piles, covering bricks and loads of dusty materials, carry out wheel washing of vehicles entering/exiting the site, sprinkle water on roads with loose dust, cordoning of material stocking area and construction work area etc.
  - 1.2. Efficient water use during construction.
  - **1.3.** Efficient reduction in waste during construction by segregating hazardous andinert waste and such segregated waste shall be safely disposed off.
  - 1.4. Smoking is strictly prohibited on site.
  - 1.5. All the construction materials are properly stacked without only spillage and wastage.

2. No extra payment shall be made for all the operations described above such as GI sheet barricading, covering stock piles, covering bricks and loads of dusty materials, carrying-out wheel washing of vehicles entering/exiting the site, sprinkling water on roads with loose dust, cordoning of materials stacking area and construction work area etc.,. It may be noted that the quoted amount covers the cost of these operations. In case the special conditions for GRIHA compliances is not strictly followed during the execution of the work the fine( **Non refundable**) for non -performance of each corresponding activity specified as below shall be levied per day of failure.

SI. No.	Operations	Fine per day
1.	Covering stock piles	Rs.100 / day
2.	Covering bricks and loads of dusty materials.	Rs.100 / day
3.	Cordoning of material stocking area and construction Work area	Rs.100 / day

- 3. If the non compliance of \ norms are observed for more than a week it shall be construed that the agreement conditions are not performed by the Agency and action shall be taken as deemed fit by the Engineer-in-Charge.
- 16.2 Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).
- 16.3 The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on –site should be made available for the inspection and approval of the Engineer –in-Charge to ensure that these are suitable for the project.
- 16.4 Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. Theinert waste is to be disposed off to Municipal Corporation/local bodies dump yard and landfillsites.
- 16.5 To preserve the existing landscape and protect it from degradation during the process of construction. Select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater. The construction management plan including soil erosion control management plan shall be prepared accordingly for each month. The application of erosion control measures includes construction of gravel pits and tyre washing bays of approved size and specification for all vehicular site entry/exits, protection of slopes greater than 10%. Sedimentation Collection System and run-off diversion systems shall be in place before the commencement of construction activity. Preserve and protect the existing vegetation by not-disturbing or damaging to specified site areas during construction.
- 16.6 The Contractor should follow the construction plan as proposed by the Engineer-in-charge / landscape consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site.
- 16.7 Spill prevention and control plans should clearly state measures to stop the source of the spill. Measures to

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contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners and petroleum products.

- 16.8 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.
- 16.9 The contractor shall ensure that no construction leaches (Ex: cement slurry) is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant –laden water directly to the treatment device or facility (municipal sewer line).
- 16.10 All lighting installed by the contractor around the site and at the labour quarters during construction shall be energy efficient bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed otherwise.
- 16.11 All paints, adhesives and sealants should comply with the VOC limits prescribed byGRIHA, as follows:

Paints	VOC Limit (g/l)	Adhesives	VOC Limit (g/l)
Non-flat paints	150	Wood flooring Adhesive	100
Flat (Mat) paints	50	Tile Adhesive	65
Anti-corrosive/ anti- rust Paints	250	Indoor Carpet Adhesive	50
Varnish	350	Wood	30
Lacquer	550	Stains Water proofing sealer	250

#### Table 1- VOC limits for paints, adhesives and sealants

16.12 All the building materials and systems used on site must be as per the specifications and approved makes by the Engineer-In-Charge.

- 16.13 Water saving measures as suggested by the consultants need to be followed on site.
- 16.14 Any other site management measures suggested by the Engineer-in-charge / greenbuilding consultant shall be followed on site.

# 17. Nothing extra shall be payable for above provisions unless otherwise specified in Schedule of Quantity

#### 18. Maintenance of Site Registers:

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- a. All the Site Registers including Tests registers for tests to be carried out at construction site or in outside laboratries shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-charge in the same manner as being issued to CPWD field staff.
- b. The various registers to be issued to the contractor are:
  - i. Materials at site account register ii Cement register
  - iv Site order book v Inspection register
    - Master test registers viii Paint register
      - Any other register directed by the Engineer-in-charge
- c. All the entries in the registers will be made by the designated Engineering Staff of the contractor and same should be regularly reviewed by JE / AE / EE.

iii Steel register

vi Hindrance register

ix Drawing register

#### **INTEGRAL WATER PROOF FINISHING**

The Contractor must associate himself with the specialized from to be approved by the Engineer-in-Charge in writing, for integral cement based water proofing treatment for sunken floors and on roofs. 5 years guarantee in prescribed Performa attached must be given by the specialized firm , which shall be countersigned by the contractor, in token of his overall responsibility. While tendering, the contractor must give:

- i. The name of the specialized firm.
- ii. The trade names of the product which would be used.
- iii. List of works where this treatment has been used.
- iv. Quantity of chlorides and sulphides used in the product.

A separate quantity account of water proofing compound brought to site and daily consumed on the water proofing job shall be maintained jointly by Engineer- in-charge and contractor.

A separate water proofing compound consumption register shall be maintained theoretically checked and recorded with every bill.

Empty container register shall also be kept at site.

Contractor shall give a guarantee that they shall be responsible for removal of any defect cropping up in the water proofing work executed by them within the guarantee period. The form of the guarantee to be executed by the contractor is given as below.

## GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.

This agreement made this	day of	two thousand seven
between		

(Hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called the Government of the other part).

Whereas this agreement is supplementary to a contract (hereinafter called the contract) \_\_\_\_\_\_ and made between the guarantor OF THE ONE part and the government of the other part, whereby the contractor inter alla, undertook to render the building and structures in the said contract recited completely water and leak-roof.

And where as the guarantor, agreed to give an guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving of water proofing treatment.

Now the guarantor hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to reckoned from the date after the maintenance period prescribed in the contract.

Providing that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alternation and for such purpose.

- a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of fire wood and things of same nature which might cause damage to the roof.
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to exiting roof where by proofing treatment is removed in parts.
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this the guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building waterproof to this satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the department by some other contractor at the guarantor's cost and risk. The decision of Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

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That if Guarantor fails to execute the water proofing or commits breach there under then the guarantor will indemnify the Principal and his by reason of any default on the part of GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on the parties.

Signed, sealed and delivered by Obligor in the presence of

1.

2.

Signed for and on behalf of the President of India by the Executive Engineer (C), CCW, AKASHVANI, PUNE. in presence of :

- 1.
- 2.

#### **CONDITION OF MATERIALS ARRANGED BY THE CONTRACTOR**

#### I. CONDITIONS FOR CEMENT

- 1. The contractor shall procure 33 grade (conforming to IS 269) or 43 grade (conforming to IS 8112) ordinary Portland cement or Portland pozolana cement (conforming to IS 1489), as required in the work, form reputed manufacturers of cement, having a production capacity of one million tones or more per annum, such as ACC, L&T, J.P. Rewa, Vikram, Shri Cement, Birla Jute & Cement Corporation of India etc. as approved by Ministry of Industry Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within, a week's time of written order form the Engineer-in-Charge to do so.
- 2. The cement shall be brought at site in bulk supply of approximately 50 tones or as decide by the Engineer-in-Charge.

The cement go down of the capacity to stone a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement go down. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the keys of the other lock shall remain with contractor. contractor shall be responsible for the watch and ward and safety of the cement go down by the Engineer-in-Charge at and time. The day to day receipts and issue of cement shall be governed as per direction of Engineer-in-Charge.

- 3. The cement shall be got tested by Engineer-in-Charge and shall be used on work only, after test results have been received. The contractor shall supply free of charge the cement required have been received. The cost of test shall be borne by the contractor.
- 4. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in relevant clause of the contract and shall be governed by conditions laid therein.
- 5. Damaged cement shall be removed form site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so with in three days of the receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

#### **II. CONDITIONS FOR STEEL**

- 1. The contractor shall procure Thermo Mechanically Treated /cold\_twisted/\_steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of steel and secondary producers or re-rollers having valid BIS license. For TMT bars conforming to relevant BIS code, procurement shall be made from main producers and secondary producers having valid BIS license. The contractor shall have to obtain, and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Sample shall also be taken and got tested by the Engineer-in-Charge as per the provisions in the regard in relevant BIS codes. In case the test results indicated that the same shall stand rejected and shall be removed form the site of work by the contractor at his cost within a week time from written orders from the Engineer-in-Charge to do so.
- 2. The steel reinforcement shall be brought to the site in bulk supply of 10 tonnes of more or as decided by the Engineer-in-Charge.
- 3. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and lengths shall be stored separately to facilitate easy counting and checking.
- 4. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than the specified below:

Size of Bar	For Consignment below 100 Tonnes	For Consignment above 100 Tonnes	
Under 10mm dia.	One sample for each 25 tonnes	One sample for each 40	
bars	or part thereof	tonnes or part thereof	
10mm to 16mm dia.	One sample for each 35 tonnes	One sample for each 45	
bars	or part thereof	tonnes or part thereof	
Over 16mm dia. bars	One sample for each 45 tonnes	One sample for each 50	
	or part thereof	tonnes or part thereof	

- 5. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contractor. The theoretical consumption of steel shall be worked out as per procedure prescribed in relevant clause of the contract and shall be governed by conditions laid therein.
- 6. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

#### ANNEXURE - Y

#### (A)

#### 1. Balances

- (i) 500 gm. capacity , semi-self indicating type accuracy 1gm.
- (ii) Pan balances 5 kg. capacity accuracy 10 gms.

#### 2. **Sieves**: as per IS 460-1962.

- (i) I.S. sieves 450mm internal dia, of sizes 100 mm, 80 mm, 63mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm, complete with lid and pan.
- I.S. sieves 200 mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.
- 3. **Sieve shaker** capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
- 4. **Graduated measuring cylinders** 200 ml capacity 3 Nos.
- 5. **Dial gauges,** 25 mm travel 0.01 mm/division least count 2 nos.
- 6. Graduated measuring cylinders 200 ml capacity 3 Nos.

(B)

- 1. Steel tapes 3 m.
- 2. Vernier calipers.
- 3. Micrometer screw 25 mm gauge.
- 4. A good quality plumb bob.
- 5. Spirit level, minimum 30 cms long with 3 bubbles for horizontal vertical.
- 6. Wire gauge (circular type) disc.
- 7. Foot rule.
- 8. Long nylon thread.
- 9. Magnifying glass.
- 10. Screw driver 30 cms long
- 11. Plastic bags for taking samples.
- 12. Ball pin hammer, 100 gms.
- 13. Plastic bags for taking samples.

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#### FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between the Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, Prasar Bharati (BCI), , and \_\_\_\_\_ (hereinafter called "the said contractor(s)"), for the work of (hereafter 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. (Bank) \_ (hereinafter referred to as "the Bank") hereby We 1. undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Government. We 2. (Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees onlv).

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, 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 thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We <u>(Bank)</u> further agree that the guarantee herein 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 Government 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 Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We <u>(Bank)</u> further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary 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 Government against the said contractor(s) and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any for-bearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We <u>(Bank)</u> lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_\_, for \_\_\_\_\_, two thousand

#### LIST OF APPROVED MAKE OF MATERIALS (FOR CIVIL WORKS)

Specification/brands names of materials (refer materials, whichever are applicable for the scope of work) and finishes approved by the Architect/engineer-in-Charge are listed below. However approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Architect/Engineer-in-Charge.

MATERIALS	APPROVED MAKE			
Cement – OPC-53 grade/PPC	ACC, Ultratech, Shree Cement, Birla, Ambuja, Century			
White Cement	JK & BIRLA			
Steel Reinforcement	SAIL, TISCO, Rashtriya Ispat Nigam Limited(RINL)			
Ready Mix Concrete	Ultratech, Rmc India, Techno, ACC			
SS Cramp & Dash Fastner	Hilty, Fisher, Concept or equivalent as approved by Engineer-in-Charge			
CC Paver Block M-30 or any other Grade	M/s Dalal Tiles Industries, JCC tiles precast Ltd., NTC./Coral/Sneh/Creative			
Flush Doors	Century Ply Board/National Plywood/Duro Door			
Stainless Steel	Kich/Fitwell/Arch			
Screws	Kich, Fitwell			
Glass Panes	Modi Float//Saint Gobain/Haryana Sheet Glass			
Synthetic enamel paint	Luxol hi gloss brand of Berger paints, apcolite brand of Asian Paints, Nerolac Brand of good lass Nerolac paints.			
Plastic emulsion paint	Luxol SILK brand, RANGOLI BRAND of berger paints, Royal Brand of Asian Paints, Nerolac Brand of goodlass Nerolac paints.			
Oil bound distemper	Bison brand of Berger paints, Tractor brand of Asian Paints, solder brand of goodlass Nerolac paints.			
Fire Resistant Shutter	NAVAKASHVANI,GODREJ, ADHUNIK			
Exterior Paint	Snowcem India Ltd., Asian, Johnson & Nicolson			
Cement Primer	Klick Nixon, Farco Brand of ICI			
Viterous China Wares	Hind Ware/Jaquar/Duravit			
Stainless Steel Sink	Neel Kanth/Jayana/Nirali			
C.P. Brass Fittings (ISI/ BSI Marked)	Jaquar (ESSCO series)/Marc/Hindware			
SCI / CI Pipes, Fittings	SRF/NECO,/SKF			
GI Pipes	Jindal/Prakash/Tata			
PVC Tanks	Sintex/Shital/Rotax			
GI Fittings	Unik/KM			
Brass Stop / Bib Cock	LINK/LEADER/PRIMA			
Ball Valve & Plates	LINK/LEADER/PRIMA			
Gun Metal Valve	Sant/Leader/ZOLOTO			
SW Pipes	Anand/Perfect			
Autoclaved Aerated Concrete Blocks	Siporex, Ultratech			

MATERIALS	APPROVED MAKE
Vitrified/Ceramic Tiles	Orient, NITCO, Kajaria, Somany
Aluminium Section	Hindalco/Jindal/Indalco (Powder Coating as per approval of Engineer-in-Charge)
PVC Low Level Cistern	Hindware or equivalent
CI Manhole Cover & Frame	RIF, Kajero, Neco
Polycarbonate Sheet	Lexan, Sunlite, Skylite
Water Proofing Compound	Cico, Fosroc, Pidilite
Bevelled Edge Mirror	Modi Guard, Atul
Stainless Steel Railing	Fitwell, Arch, Kich
Exterior Wall Putty	Birla Wall Putty/JK Wall Putty
PPR Pipes & Fittings	Prince, Fusion, Amitex, Victors
RCC Pipe	JAIN, SPUN, PARTIBHA, LAXMI
SW Pipe & Gully Trap	HIND, PERFECT, BURN
Hardware Fittings	Dorma, Dorset, Godrej
Laminate	Greenlam, Royal Touch, Formica
Structural Steel	SAIL, TISCO, RINL, JSW
Calcium Silicate False Ceiling	Aerolite, Armstrong, Llyod
Tile Adhesive	Laticrete, Bayer, Bal Endura
APP membrane 3 mm Thick	TICKY DAN, APEX, STP LTD, PIDLITE
Exterior Paint	Asian, Johnson & Nicolson, Berger
Flush Doors /Factory/Laminated Flush Doors	Greenlam, Duro, Century, Merino, National
Plywood /Block Board	Duro, Green, Century, Merino
Prelaminated Particle Board	Mernio, Action Tesa, Greenlam, Century
Veneer (Recon Series)	Century, Duro, Green
Laminates	Century, Mernio,, Green lam
Adhesive for Wood Work	Dunlop, Fevicol, Vamicol
Paint Work	Nerolac, Johnson & Nicholson, Berger, Asian paints
Textured Coating	Unistone, Ultratech, Snowcem India
Polishing Work	MRF, ICI, Asian
Blinds	Vista, hunter Douglas, Livin
Wall Paper	Commander, Romo, Symphony, Delight
Exterior Paint	Apex, Ultima of Asian, burger Weather Coat

- 1. All other items shall be of ISI/BIS Mark as per approved sample kept at site of work.
- 2. The contractor shall provide the materials as per the make or brand indicated above. When two or more alternative/brands have been mentioned, the brand selected by the Engineer-in-Charge shall be final and binding.

# **SCHEDULE OF QUANTITY**

Name of Work :Internal painting of Rooms, Corridors and Garages etc at City Office of National Channel, Super Power Transmitter of Akashvani at Seminary Hills, Nagpur.

## Name of the Tenderer's Firm (Agency):-

### Address/Contact No./Email of the Firm:-

SLNo	Description	Qty	Unit	Rate	Amount
1	Clearing grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared.	500	sqm		0.00
2	White washing with lime to give an even shade :				
2.1	New work (three or more coats)	180	sqm		0.00
3	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :				
3.1	Water thinnable cement primer	1200	sqm		0.00
4	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade :				
4.1	Two or more coats on new work	1200	sqm		0.00
5	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
5.1	Two or more coats on new work	250	sqm		0.00
6	French spirit polishing :				
6.1	Two or more coats on new works including a coat of wood filler	90	sqm		0.00
7	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	1200	sqm		0.00
8	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	180	sqm		0.00
9	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	1200	sqm		0.00

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10	Providing services of labour for working as per Direction of Engineer-in-Charge including cost of required tools and plants, safety gadgets etc, - unskilled labour	16	each	0.00
	Amount			0.00
	Correction Factor @0.973			0.00
	Cost Index @7.48			0.00
	Grand Total			0.00