

PRASAR BHARATI (INDIA'S PUBLIC SERVICE BROADCASTER) AKASHVANI: CIVIL CONSTRUCTION WING JAMMU

APPROVED NIT

NIT NO:- EE(C)/CCW/JMU/NIT/2025-26/21

Name of Work: - Horticulture works with complete landscaping at IIMC campus

Jammu.

ESTIMATED COST : Rs.16,29,606/-

EARNEST MONEY : Rs.32,592/-

SECURITY DEPOSIT : 2.5% of Running as well as final

bill/value of work

PERFORMANCE GUARANTEE : 5 % of tendered/Accepted value of work

TIME ALLOWED FOR COMPLETION: Three Months

Certified that this approved NIT contains pages 01 to 31 only excluding the cover pages.

PRASAR BHARATI (INDIA'S PUBLIC SERVICE BROADCASTER) CIVIL CONSTRUCTION WING: AKASHVANI JAMMU

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Name of Work: Horticulture works with complete landscaping at IIMC campus Jammu

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Certified that this NIT Contains Pages 1 to 31 only excluding the cover pages.

PRASAR BHARATI (INDIA'S PUBLIC SERVICE BROADCASTER) CIVIL CONSTRUCTION WING AKASHVANI:JAMMU

PRESS TENDER NOTICE FOR e-TENDERS

The Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, Jammu (email: ccwair.jammu@prasarbharati.gov.in), invites on behalf of President of India, online item rate tenders from approved and eligible contractors of CPWD and those of appropriate list of Railways, MES, BSNL, Department of Post, State PWD (R&B) & Other Departments of Govt. of Jammu & Kashmir (UT) and any specialized agencies of Horticulture Works upto 06:00 PM on 23-09-2025.

NIT NO:- EE(C)/CCW/JMU/NIT/2025-26/21

Name of Work: Horticulture works with complete landscaping at IIMC campus Jammu.

Estimated Cost: Rs.16,29,606/-

Earnest Money: Rs.32,592/-

Period of completion: - Three Months

Last date and Time of submission of Original EMD: 04:00 PM on 23-09-2025.

Last date and Time of submission of Online bid: 06:00 PM on 23-09-2025.

Date & Time of opening of Online bid: 10:30 AM on 24-09-2025.

The bid forms and other details can be obtained from the website https://prasarbharati.eproc.in/ProductPB/publicDash

Executive Engineer (C)

PRASAR BHARATI (INDIA'S PUBLIC SERVICE BROADCASTER) OFFICE OF THE EXECUTIVE ENGINEER (C) CIVIL CONSTRUCTION WING AKASHVANI JAMMU

INVITATION FOR BID

The Executive Engineer (Civil), Civil Construction Wing, AKASHVANI, Jammu (email: ccwair.jammu@prasarbharati.gov.in), invites on behalf of President of India, online item rate tenders from approved and eligible contractors of CPWD and those of appropriate list of Railways, MES, BSNL, Department of Post, State PWD (R&B) & Other Departments of Govt. of Jammu & Kashmir (UT) and any specialized agencies of Horticulture Works upto 06:00 PM on 23-09-2025.

SI. No.	NIT No.	Name of work and location	Estimated cost put to bid /tender	Earnest Money	Period of completion	Last Date and time of online submissi on of bid /Tender	Time and date of opening of bid/ Tender
1	NIT NO:- EE(C)/CCW/JMU/NIT/2025-26/21	Horticulture works with complete landscaping at IIMC campus Jammu	Rs.16,29,606/-	Rs.32,592/-	Three Months	06:00 PM on 23-09-2025	10:30 AM. on 24-09-2025

Information & Instruction for bidder for e-tendering

- The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 2. Information and Instructions for bidders posted on the website shall form part of bid document.
- 3. 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 https://prasarbharati.eproc.in/ProductPB/publicDash
- 4. But the bid can only be submitted after depositing Processing Fee in favour of M/s C1 India Pvt. Ltd. and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Executive Engineer(C), CCW, AKASHVANI, JAMMU and other documents as specified.
- 5. Those contractors 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.
- Contractor can upload documents in the form of JPG format and PDF Format.
- 9. 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).
- 10. It will be obligatory on the part of the tenderer to tender for work and to sign the tender documents for all the component parts. The Department reserves the right to accept tender in full or in part.
- 11. The contractor shall quote rates including work contract GST, other taxes, Cess and levies. However, Contractor shall submit to the department the GST compliant tax invoice along with running /final account bills including GST registration of **Govt. of** (U.T)/Jammu & Kashmir state along with 1st running account bills.
- 12. The contractor's quoted rates shall among other things include the cost of working in Multiple shifts, round the clock if necessary including working on gazzetted holidays.

13. List of documents to be scanned and uploaded within the period of bid submission.

- I. Scanned copy of EMD in the form of Treasury Challan/Demand Draft/Pay order or Bankers cheque /Deposit at call receipt/FDR/Bank guarantee of any scheduled bank.
- II. Affidavit as per clause 1.2.1 (b) of form CPWD 6 on non judicial stamp paper of Rs. 100/- duly notarized (Notarization shall be done after the date of uploading/publishing of NIT).
- III. Enlistment order/valid registration of the contractor.
- IV. Certificate of registration for GST in any state and acknowledgement of last return filed (Not later than one year back from last date of receipt of tender). and an UNDERTAKING as mentioned below.

For contractors having GST registration in Govt. of UT/J&K State, no undertaking as mentioned below is required.

UNDERTAKING

- a) I am presently not working in Jammu & Kashmir Govt. and do not have GST registration of Govt of UT/ State of Jammu & Kashmir.
- b) If the work is awarded to me/us, then I/we shall obtain GST registration of Jammu & Kashmir state within 30 days of award of work OR before payment of first R/A Bill, whichever is earlier.
- V. Copy of PAN card
- VI. Partnership deed (if any) and power of attorney (if any)
- VII. Certificate of work experience (Issued by an authority not below the rank of Executive Engineer), should clearly specify the scope of work as required for fulfilling the similar nature criteria defined in para 1.2.1 (a)(i).

It is mandatory to upload scanned copies of all the documents including GST registration and undertaking as mentioned relating to GST. If these documents are not uploaded, then bid will become invalid and shall summarily be rejected. The bidder shall be required to produce original documents for verification on demand by Executive Engineer(C), CCW, AKASHVANI, JAMMU within 15 days opening of tender/bid. Onus of proving eligibility lies with the bidder.

14. The original EMD in the form of Treasury challan or Demand draft or pay order or Banker's cheque or deposit at call receipt or fixed deposit receipt (drawn in favour of Executive Engineer (Civil), CCW, Akashvani, Jammu) should be deposited in the office of Executive Engineer (Civil), CCW, AKASHVANI, Jammu inviting bids or sub-division office, CCW, Akashvani Srinagar or division office of any Executive Engineer (Civil), 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 (C) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by tender inviting EE (C) in the NIT.

This receipt along with photo copy of EMD shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

PRASAR BHARATI (INDIA'S PUBLIC SERVICE BROADCASTER) OFFICE OF THE EXECUTIVE ENGINEER (C) CIVIL CONSTRUCTION WING AKASHVANI JAMMU

Receipt of Deposition of EMD:-	

(Receipt No/ date)
Name of Work: Horticulture works with complete landscaping at IIMC campus Jammu
NIT No. <u>NIT NO:- EE(C)/CCW/JMU/NIT/2025-26/21</u>
Estimated Cost: Rs.16,29,606/-
Amount of Earnest Money Deposit :- Rs.32,592/-
Last date and Time of submission of Online bid upto: - 06:00 PM on 23-09-2025.
1. Name of Contractor
2. Amount of original Bank Guarantee Earnest Money deposit
3. Last Date of Submission of EMD 23-09-2025 Up to 04:00 PM
Seal & Sign

Note:

(1) No cutting / overwriting shall be allowed in Treasury Challan / Demand Draft / Pay Order of Banker's Cheque / Deposit at Call Receipt / Bank Guarantee of any Scheduled Bank. If found so, their tender will be summarily rejected.

Executive Engineer (C)

PRASAR BHARATI (INDIA'S PUBLIC SERVICE BROADCASTER) OFFICE OF THE EXECUTIVE ENGINEER(C) AKASHVANI: CIVIL CONSTRUCTION WING Jammu

CPWD-6 for e-Tendering

Online Item rate tenders are invited on behalf of the President of India, from approved and eligible contractors of CPWD and those of appropriate list of Railways, MES, BSNL, Department of Post, State PWD (R&B) & Other Departments of Govt. of Jammu & Kashmir (UT) and any specialized agencies of Horticulture Work:-

Name of Work: Horticulture works with complete landscaping at IIMC campus Jammu.

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to cost **Rs.16,29,606**/- This estimate however is given merely as a rough guide.
- 1.1.1. The eligibility of bidders will correspond to the estimated cost put up to bid.
- 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

Criteria of eligibility for submission of bid documents:

1.2.1 The bidder/contractor who fulfills the following requirements shall be eligible to apply. Joint ventures are not accepted.

Condition for CPWD as well as non CPWD Contractors:

- (a) Should have satisfactorily completed the works as mentioned below in last Seven years ending **previous day of last date of submission of bids.**
 - i) Three similar works each costing not less than Rs.6.52 Lakh or two similar works each costing not less than Rs.9.78 Lakh or one similar work costing not less than Rs.13.04 Lakh in Central Govt./Central Autonomous Body/Central Public Undertaking/ State Govt./State autonomous body/State undertaking.

Similar work shall means horticulture works of complete development and maintenance of garden features like shrubs, foliage, potted plants, creepers, trees, landscaping, plantation or transplantation of trees, grassing, nursery work or maintenance of trees & lawns, floral interior / exterior decoration, saplings, good earth, manure fertilizer etc.

In the case of composite works, the component/quantum of horticulture works shall strictly be in accordance with Clause 1.2.1(a) at page-7 of the tender document. The work experience certificate of the specialized agency shall mandatorily be supported by the corresponding GST Returns duly filed, clearly establishing the execution of works of an amount not less than that indicated in the said work experience certificate.

(scanned copies of work experience certificates are to be uploaded at the time of submission of bid).

- ii) 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.
- (b) To become eligible for issue of bid, the bidders shall have to furnish an affidavit on non judicial stamp paper of Rs. 100/- duly notarized as under:

Name of Work: Horticulture works with complete landscaping at IIMC campus Jammu.

- (i). 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.
- ii) The certified copy of all the scanned and uploaded documents specified in the press tender notice shall be deposited by me / us with the EE(C) Jammu calling the tender within 15 days of opening of the bids otherwise the department i.e. CCW, AKASHVANI may reject the tender and take action to debar me / us from tendering in CCW, AKASHVANI for a period of three years and can write to the competent authority for cancellation of my / our enlistment (Original papers of the uploaded documents shall be shown for verification to EE(C) Jammu).
- 2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD-8 (or other Standard Form as mentioned), which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in 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 **Three Months** 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.
 - (ii) The working 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 the work.
- 5. The bid document consisting of 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:-

https://prasarbharati.eproc.in/ProductPB/publicDash

- **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. Earnest money in the form of Treasury challan or Demand draft or pay order or Banker's cheque or deposit at call receipt or fixed deposit receipt (drawn in favour of Executive Engineer(C) CCW:AKASHVANI, Jammu)shall be scanned and uploaded to the e-tendering website within the period of bid submission. The Validity of EMD submitted must be up to 45 Days from the date of opening of the tender.

A part of earnest money is acceptable in the form of bank guarantee also. In such case minimum 50% of earnest money or Rs. 20 lacs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

- 9. Intending contractors who wish to participate in the bid have also to make following payment with in the post of bid submission.
 - (i) e-Tender Processing Fee shall be payable to **M/s C1 India Pvt. Ltd.** to their e-gateway by credit/debit card, internet banking or RTGS/NEFT facility, drawn in favour of "**M/s C1 India Pvt. Ltd.**" payable at Delhi.
 - (ii) Earnest Money Rs.32,592/- in the form of Treasury Challan/Demand Draft/Pay order or Bankers cheque /Deposit at call receipt/FDR/Bank guarantee of any scheduled bank. The Validity of EMD submitted must be up to 45 Days from the date of opening of the tender.

10. Copy of Enlistment Order and certificate(s) of work experience and all other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within 15 days physically in the office of e-tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-tender processing fee with M/s C1 India Pvt. Ltd. and Earnest Money Deposit and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 10:30 AM on 24-09-2025.

- 10A. The contractor registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rate, or they have option to switch over to the new registration system without tender processing fee any time.
- **11.** 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 upload all the documents (including GST registration and undertaking there to if required) as stipulated in the bid document including the copy of acknowledgement of last return filed (not later than one year back from the last date of receipt of tender) and the affidavit as mentioned in 1.2.1(b).
 - (iii) 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 tenderer in the office of tender opening authority.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

- 12. The contractor whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit
 - amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the 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 alongwith tender shall be returned after receiving the aforesaid performance guarantee.
- 13. Security deposit at the rate of 2.5% of the gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor. Such deduction shall be made unless the contractor has deposited the amount as Govt. securities or fixed deposit receipt. This is in addition to be Performance Guarantee that the contractor is required to deposit as per terms and conditions of NIT.
- 14. The description of work is as follows:-

Name of work: - Horticulture works with complete landscaping at IIMC campus Jammu.

Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder 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 bid by a bidder 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.

- 15. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- **16.** Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 17. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 18. The bidder shall not be permitted to bid for works in the CCW, AKASHVANI, (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 CCW, 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/eligible list of contractors of this Department.
- 19. 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 one year after his retirement from Government service, without the prior 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 afore said before submission of the bid or engagement in the contractor's service.
- 20. The bid for the works shall remain open for acceptance for a period of **Forty Five (45)** days from the date of opening of bid in case of single bid system.
- 21. (i) If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded.
 - (ii) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any notice.
 - (iii) In case of forfeiture of earnest money as prescribed in (i) and (ii) above, the tenderer shall not be allowed to participate in the retendering process of the work.

- 22. Unconditional rebate if any has to be mentioned in bid document itself and any rebate letter received in separate envelope will be ignored.
- 23. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority, shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice Inviting bid, all the documents including additional conditions, special 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 CPWD Form-8 as amended/modified/corrected upto the date of on-line submission of bid.
- 24. The rates for all items of work, shall unless clearly specified otherwise include cost of all operations and all inputs of labour, material, T&P, scaffolding, wastage, watch and ward, other inputs, all incidental charges for all heights & lead, all taxes i/c GST or BOCW on work contracts, cess, duties, levies etc. required for execution of the work. The department will not entertain any claim on account of GST or other taxes. In case department is forced to pay any of such taxes the department shall have the right to recover the same from of the bills of contractor or otherwise as deemed fit.
- 25. Contractor shall submit to the department the GST compliant tax invoice alongwith running /final account bills.

TDS under GST (as and when applicable) shall be deducted at prevailing rates on applicable value from the running bills

D/M(C)-I ASW(C)

Signature of Executive Engineer For and on behalf of President of India

NIT Approved for Rs.16,29,606/- (Rupees Sixteen Lakh Twenty Nine Thousand Six Hundred and Six) only.

Executive Engineer (C)
CCW: AKASHVANI: Jammu

PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
OFFICE OF THE EXECUTIVE ENGINEER(C)
AKASHVANI: CIVIL CONSTRUCTION WING
JAMMU

STATE: JAMMU&KASHMIR (UT) CIRCLE: CIRCLE-II, NEW DELHI

BRANCH: CCW, AKASHVANI DIVISION: JAMMU ZONE: NEW DELHI SUB-DIV.: JAMMU

Item Rate Tender & Contract for Works

(A) Tender for the work: Horticulture works with complete landscaping at IIMC campus Jammu.

- (i) To be submitted/uploaded online 06:00 PM on 23-09-2025 to Executive Engineer (Civil), CCW, AKASHVANI, Jammu on the website:- https://prasarbharati.eproc.in/ProductPB/publicDash
- (ii) To be opened in presence of bidders who may be present at 10:30 AM. on 24-09-2025 in the office of Executive Engineer (C), CCW, AKASHVANI, Jammu.

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 bid 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 respect with the specifications, designs, drawing 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 respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **Forty Five (45) days** from the date of its opening of tender and not to make any modification in its terms and conditions.

A sum of Rs.32,592/- is hereby forwarded in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of 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 work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(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

Contractor
Contractor
ddress
)
l:
mentioned hereunder) is dia for a sum of Rs).
ent:-
: Executive Engineer(C) AKASHVANI, Jammu alf of President of India

Dated:

PROFORMA OF SCHEDULES

SCHEDULE 'A' TO 'F' for (HORTICULTURE WORK)

SCHEDULE 'A'

Schedule of quantities : Enclosed on page from 31

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

SL. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

NIL

(Material required for the work shall be arranged by the contractor)

SCHEDULE 'C'

Tools and plants to be hired by the contractor:

S.No.	Description	Hire charges per day	Place of Issue
1	2	3	4

NIL

(All the T&P required for the work shall be arranged by the contractor)

SCHEDULE 'D'

Extra schedule for specific : **General conditions, Special** requirements/documents for the work, if any **General conditions, Special** conditions etc. attached.

SCHEDULE 'E'

Reference to General Conditions of Contract for works with upto date correction will be binding to the [It will be presumed that they have gone through the said contract before submitting their bid and they have no ut any claim beyond the said contract]

Name of Work : Horticulture works with complete landscaping at IIMC campus Jammu

Estimated cost of work	:	Rs.16,29,606/-
i)Earnest money	:	Rs.32,592/- (to be returned after receiving Performance Guarantee)
ii)Performance guarantee	:	5% of tendered amount /Accepted value of work
iii)Security deposit	:	2.5% of Running as well as final bill/value of work.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender		:	Executive Engineer(Civil), CCW, AKASHVANI, Jammu			
DEFINITIONS						
2(v) Engineer	-in-Charge	:	Executive Engineer (Civil), CCW, AKASHVANI, Jammu			
2(viii) Accepting	g authority	:	Executive Engineer (C), CCW, AKASHVANI, Jammu.			
and lab	ge on cost of materials oour to cover all ls and profits.	:	15%			
2(xi) Standard	schedule of Rates	:	CPWD Delhi Schedule of Rates 2020(Horticulture & Landscaping) with up to date correction- slip as on last date of submission/up loading of bid.			
2(xii) Departme	ent	:	Civil Construction Wing, AKASHVANI, JAMMU			
2(Xiii) Standard	CPWD contract form	:	CPWD Form 8 and GCC 2023(Maintenance Works) as modified / amended upto the last date of online submission of bid.			

Clause 1

i)	Time allowed for submission of performance guarantee, the date of issue of letter of Acceptance, in days:	:	07 Days
ii)	Maximum allowable extension with late fee @ 0.10% per day of Performance Guarantee amount beyond the period provided in (i) above in days:	·	5 days (on written request of contractor stating the reason for delays in procuring the PG to the satisfaction of Engineer in-Charge

Clause 2

Authority for fixing compensation

under Clause 2

Superintending Engineer (Civil) Circle -II, CCW, AKASHVANI,

New Delhi.

Clause 2A

Whether Clause 2A shall be No

applicable

Clause 5

Number of days from the date of issue

of letter of acceptance for reckoning

07 Days

date of start.

Mile stone(s) as per table given below:

S. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	
		N/A	N/A

Time allowed for execution of work **Three Months**

Authority to decide:

(i) Extension of time for **Executive Engineer (Civil),** CCW, AKASHVANI, Jammu

completion of work (ii)

Rescheduling of mile stones

Shifting of date of start in case (iii) of delay in handing over of site

Clause 6, 6A

Clause applicable (6 or 6A) Clause 6 Applicable

> (Computerized MB will be prepared by the Contractor)

Clause 7

Gross work to be done together with	:	5,00,000/-
net payment/adjustment of advances		
for material collected, if any, since the		
last such payment for being eligible to		
interim payment		

Clause 10C **Applicable**

Component of labour expressed as

percent of value of work

:Not applicable

25%

Clause 10CC

Clause 11

Specifications to be followed for Execution of work:

- (i) C.P.W.D. Specification 2019, Vol. I to II & with additions and Correction slips as on the date of online submission of tender.
- (ii) Items those, not covered in CPWD specifications, for such items, relevant BIS codes are to be followed.
- (iii) Items those not covered under CPWD specification & even in BIS codes, and then manufacturer specifications are to be followed in consultation with Engineer-in-charge.

Clause	Type of work	:	Maintenance Work
12	Maximum percentage for quantity of items of work to be executed beyond which rates are to be	amount).	
12.2 & 12.3	determined in accordance with Clause 12.2 & 12.3. Deviation limit beyond which clauses 12.2 & 12.3 shall apply for super	:	SEE BELOW
	structure		NO LIMIT (All deviation quantities shall be Paid on agreement rates)
12.5	i) Deviation limit beyond which Clause 12.2 & 12.3 shall apply for foundation work (except earth work) ii) Deviation limit for items mentioned in earth work subhead of DSR or related items	:	NO LIMIT (All deviation quantities shall be Paid on agreement rates) NO LIMIT (All deviation quantities shall be Paid on agreement rates)

Clause 16

Competent Authority for deciding reduced rates.

Upto 5% of contract value by SE(C) and beyond 5% by Chief Engineer(C)

Clause 18

List of mandatory and machinery, tools & plants to be deployed by the contractor at site.

As per site requirement

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate:

Minimum qualification of Technical representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience (years)	Number	recovery made contracto event of	at which shall be from the or in the not fulfilling of Clause
					Figure	Words
		N/A				

Clause 37:- Deduction of cess on account of "Building & other construction's worker welfare cess –act-1996" shall be made @1% of the gross payable amount of the Agreement.

Clause 42

i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen

CPWD Delhi Schedule of Rates 2020(Horticulture & Landscaping) with up to date correction- slip as on last date of submission/up loading of bid.

- Variations permissible on theoretical quantities.
 - a) Cement

For works with estimated cost put to tender not more than Rs.

NIL

5 lakhs

For works with estimated cost put to tender more than Rs. 5 lakhs.

NIL

b) Bitumen All Works

NIL

c) Steel Reinforcement and structural steel sections for each diameter, section and category.

:NIL

d) All other materials

:NIL

Recovery Rates for Quantities beyond permissible variation

S.No.	Description of Item	Rate in figures and words at which recovery shall be made from the contractor			
		Excess beyond permissible variation	Less use beyond the permissible variation		
1.	Cement (OPC/PPC)	N.A.	No variation beyond permissible limit is allowed and the work shall be		
2.	Steel reinforcement bars (TMT) Fe 500D a) Primary producer	N.A.	rejected.		
3	Structural Steel	N.A.			

TERMS AND CONDITIONS (ORIGINAL AND MAINTENANCE WORKS)

- 1. The work shall be executed as per approved design and drawings, CPWD specifications 2020 HORTICULTURE & LANDSCAPING, particular specifications, special conditions and the specifications of Bureau of Indian Standards. Where the aforesaid provisions and conditions are silent, relevant specialized literature and manufacturer's specification shall be followed for execution of work.
- 2. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable locations for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in achieving the completion of work.
- 3. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Officer-in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc, to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Officer-in-charge and no claim whatsoever, shall be entertained on this account.
- 4. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.
- 5. The contractor shall have to make approaches to site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Officer-in-charge. Nothing extra shall be paid on this account.
- 6. Materials used on work without prior approval and testing (where testing is necessary) by the Officer-in- charge are liable to be considered unauthorized, and not acceptable. The Officer-in- charge shall have full powers for removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Officer-in-charge. In case of default on the part of the contractor in removing rejected materials, the Officer- in-charge shall be at liberty to have them removed at the risk and cost of the contractor.
- 7. The work shall be carried out in such a manner so as not to interfere / or adversely / or disturb other works being executed by other agencies, if any.
- 8. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
- 9. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contract under this contract.
- 10. No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities what so ever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
- 11. Unless otherwise specified in the Scheduled of Quantities, the Rates of all the items of the work shall be considered as inclusive all charges like Transportation, Royalty and other Taxes etc.

- 12. The Contractor shall take instructions from the Officer-in-charge regarding collections and stacking of materials at site.
- 13. The Contractor shall be responsible to arrange a this own cost all necessary Tools and plants required for execution of original and maintenance works.
- 14. The contractor shall make his own arrangements for obtaining Electric connection, if required and make necessary payment directly to the Department concern.
- 15. In case of Original Work, the contractor shall make his own arrangement for the water required for execution of work.
- 16. The operating cost of Machinery i.e. Petrol / Kerosene Oil / Mobile Oil etc, and proper repair and maintenance of Lawn Mowers and Pumps shall be borne by the contractor.
- 17. The Department shall not be responsible for any injury partial or permanent or death of any workers at site due to accident or malfunctioning of the equipment or by negligence of the staff.
- 18. No compensation shall be payable to the Contractor for any damage caused by rains, storms, earthquakes and other calamity during the execution of work.
- 19. All applicable and prevailing taxes will be recovered from the contractor bills as applicable from time to time.
- 20. If any damage caused for public conveniences/ services, the same shall have to be repaired instant, failing which necessary recovery shall be make from the Contractors bill.
- 21. If any Building, Road and Channels will be damaged by the Contractor the same will have to repair by the Contractor at his risk and cost, otherwise the complete cost will be recovered as intimated by the Civil Division concerned.
- 22. Water for executing the Maintenance work will be supplied by the department for free of cost, however, Water charge @ 1% of gross value of work done shall be recovered from each bill payable to the agency.
- 23. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
- 24. The work will be carried out under the general supervision of Executive Engineer (C),CCW, Akashvani, Jammu or his representative.
- 25. The instruction of departmental staff is to be carried out promptly. In case of any difference of opinion / interpretation of specifications and conditions, the matter is to be referred by the contractor to the Officer-in-charge for his decision, which shall be final and binding.
- 26. Contractor Liable for damages, defects during defect liability period of One Year from actual date of completion as per Clause No.17 of GCC 2023 Construction works.
- 27. The contractor must engage one full/part time Supervisor who should be a graduate in B.Sc Agriculture/ Horticulture and experienced in the horticulture field.
- 28. The contractor shall carry out all minor repairs to garden features damaged due to digging in the area negligent handling by the staff, excessive erosion caused by watering / rains and all replacements of plants that die during the period of defect liability period or those that are unhealthy, unsightly or of impaired condition, to be made as soon as practicable after damage is evident. Any replacement substitution suggested by the department shall be done by removal of existing plant material etc. making pits for new ones and actual planting, but the department will supply the plants.

The cost of garden features, plant material etc. due to natural calamities shall be borne by the department, however, labour required for these purposes shall be arranged by the contractor.

- 29. The contractor must take all necessary precautions for carrying out the above operations. In the event of any injury / accident to any person(s) damage to government or private properties, the responsibility and liability will be entirely on the contractor.
- 30. The quantity of work may be increased or decreased by the competent authority and the contractor shall be bound to execute the work on the quoted rates.
- 31. GST and Labour welfare cess will be recovered on total value of work done in each bill.
- 32. Goods and services Tax (GST) applicable in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
- 33. All safety measures and guidelines as per CPWD Safety Code must be followed while executing the work.
- 34. Any damage to the buildings or any other kind of damage and the repairs there of to be borne by the agency.
- 35. The rejected and substandard material should be removed from the site of work immediately; the Department shall not be responsible for any damage/loss of rejected material.
- 36. The supervisor/worker should be well behaved to communicate with the clients, occupants, staff and officer at site of work.
- 37. Removal of rejected /sub-standard materials:The following procedure shall be followed for the removal of rejected/sub-standard materials from the site of work:
 - (i) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer(C), giving the approximate quantity of such materials.
 - (ii) As soon as the material is removed, a certificate to that effect shall be recorded by the Assistant Engineer(C) against the original entry, giving the date of removal and mode of removal, i.e. whether by truck, carts, or by manual labour. If the removal is by truck, the registration number of the truck should be recorded.
 - (iii) When it is not possible for the Assistant Engineer(C) to be present at the site of work at the time of actual removal of the rejected/sub-standard materials from the site, the required certificate should be recorded by the Junior Engineer, and the Executive Engineer(C) should countersign the certificate recorded by the Junior Engineer.
- 38. The contractor shall be responsible for maintenance and survival of grass for a period of three months, for which 10% of the total value of work done shall be kept withheld.

GOOD EARTH & GRASS (Special Condition)

- 1. The good earth should be free from rubbish, sandy loam, well drained, fertile, having the pH value in the range of 6 to 8.5.
- 2. If good earth is rejected due to certain reasons, the same should be replaced immediately by the Contractor at his own risk and cost.
- 3. The entire quantity of Grass as mentioned in Schedule of Quantities will be taken as and when required at different site.
- 4. The Grass should be free from all pest and disease.
- 5. The Grass should be very healthy and vigorous growth and as specified in the Schedule of Quantity.
- 6. The supply will be taken at site of work.
- 7. The quantities may be increased or decreased as per actual requirements at site.
- 8. The rates are net and inclusive of all taxes and transportation etc., and nothing extra shall be paid than the quoted rate
- 9. The work shall be executed as per the direction of the engineer-in-charge

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the President of India (hereinafter called "The Government") aving offered to accept the terms and conditions of the proposed agreement etween				
(hereinafter called "the said Contractor(s)")for the work				
1. We,				
by the Government.				
2. We,				
3. We, the said bank further undertake to pay 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 there under and the Contractor(s) shall have no claim against us for making such payment.				
4. We,				

the and Corthe forb we externomic said	We,	nt shall have the fulled our obligation hered nt or to extend time postpone for any tire vernment against the and conditions relation in liability by reaso id Contractor(s) or ment or any indulger matter or thing wha	est liberty without our consent under to vary any of the terms e of performance by the said ne or from time to time any of the said contractor(s) and to ing to the said agreement and in of any such variation, or for any forbearance, act of ince by the Government to the itsoever which under the law		
6.	This guarantee will not be discha Bank or the Contractor(s).	irged due to the cha	nge in the constitution of the		
7.	We,(inot to revoke this guarantee excin writing.				
8.	This guarantee shall be valid up demand by the Government.	to	unless extended on		
Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees) 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.					
Dat	Dated theday offor(indicate the name of the Bank)				
	D/M(C)-I	ASW(C)	Executive Engineer (C)		

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ADDITIONAL 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 same building.
- 2. The contractor shall give to the Municipality, Police and other local authorities all notices etc. that may be required by law and obtain all requisite licence, permission for temporary construction that may be required for execution of work obstruction in public places &pay all fines, taxes and charges which may b 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 (either for illumination or for cautioning the public) required at night.
- 3. The contractors 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 he consistent with the safety requirements of the side. 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 ties when required and 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 day to day receipts and issue of cement shall be governed as per the 'direction of Engineer-in-charge.
- 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. The rate of all items of works shall unless clearly specified otherwise include cost of all labours, material & other inputs involved in the execution of the items.
- 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. 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.
- 9. The contractors shall make adequate fire fighting arrangement and shall be fully responsible for any fire consequences at the work site.
- 10. Materials shall conform to CPWD specifications. No extra payment will be admissible to the agency for transportation for CPWD specified materials form and to outside JAMMU. The agency's rates will be deemed to be included in the quoted rates.

- 11. Where the contractor is required to provided 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 Engineerin-charge shall be used. No claim to extra payment shall be entertained on this account.
- 12. 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 material or finish of articles in the market available for the nature of the item described I the contract schedule. The Engineer-in-charge or his authorized representative shall have the absolute power to make the contractor purchases and use such materials of particular source as may, in his opinion be necessary for proper compliance with the specification and execution of work.
- 13. The water shall be tested by the contractor with regard to the suitability for use in RCC and other items of work and nothing extra shall be paid thereon.
- 14. 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".
- 15. Steel shuttering shall be used in all the CC &RCC work.
- 16. English version of the contract including corrections any shall deemed to be accepted for all contractual obligations.
- 17. Cement and steel required to complete the work shall be arranged by the contractor. The contractor is required to produce the proof of purchase of cement and steel as and when desired by the Engineer-in-charge.
- 18. Due recoveries as per the norms & GST (as decided by the government) shall be recovered from the bill & the quoted rates by the agency shall be inclusive of GST.
- 19. The agency may ensure/ see the water table condition at site. The agency shall make his own arrangement for pumping out sub-soil water/rain water during execution of work and nothing extra shall be payable on account of pumping out of sub-soil water, water and on account of working under water or liquid mud and under foul position.

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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.

SCHEDULE OF QUANTITY

NAME OF WORK :- Horticulture works with complete landscaping at IIMC campus Jammu

SLNo	Description	Qty	Unit	Rate	Amount
1	Excavation in dumped stones or malba				
	including stacking of serviceable and				
	unserviceable material separately and				
	disposal of unserviceable material upto				
	any lead and lift involved and disposed				
	material to be neatly dressed.	850	cum		
2	Supplying and stacking of good earth at				
	site including royalty and carriage upto 20				
	km lead complete (earth measured in				
	stacks will be reduced by 20% for				
	payment).	939	cum		
3	Spreading of good earth in required				
	thickness as per direction of officer-in-				
	charge (cost of good earth to be paid				
	separately).		cum		
4	Providing & laying Selection no. 1 doob				
	grass turf with earth 50mm to 60mm				
	thickness of existing ground prepared with				
	proper level and ramming with required				
	tools wooden and than rolling the surface				
	with light roller make the surface smoothen				
	and light watering the same maintenance				
	for 30 days or more till the grass establish				
	properly,as per direction of officer in				
	charge	3912	sqm		
	Total				