



**Delhi Integrated Multi-Modal Transit System  
Ltd.**

**1<sup>st</sup> floor, Maharana Pratap ISBT Building,  
Kashmere Gate, Delhi – 110006**

**NAME OF WORK:- LAND SCAPING OF THE  
INTERSECTION ON BRT CORRDIOR, OPPOSITE  
HOTEL INTERCONTINENTAL MATHURA ROAD,  
DELHI**

**TENDER DOCUMENT**

**(THIS DOCUMENT SHOULD BE READ WITH GENERAL CONDITIONS OF  
CONTRACT WHICH ARE AVAILABLE IN DIMTS OFFICE)**

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**GOVT OF NCT OF DELHI  
TRANSPORT DEPARTMENT**

**Delhi Integrated Multi Modal Transit System Limited  
(A Joint Venture of Govt. Of NCT of Delhi & IDFC Limited)**

**Tender Notice**

Delhi Integrated Multi Modal Transit System Limited (“DIMTS”), on behalf of Transport Department, Govt of NCT of Delhi invites bids for “Landscaping of the intersection on BRT Corridor opposite Oberoi Hotel Intercontinental, Mathura Road, Delhi” .The estimated cost of work is Rs.20 Lac (approx.).

The Detailed invitation for Bids & Bidding Documents can be obtained from the office of DIMTS, 1st Floor, Maharana Pratap I.S.B.T Building, Kashmere Gate, Delhi-110006 [Tele: 011-43090100, Fax:011-23860966] on all working days from 30<sup>th</sup> July to 6<sup>th</sup> August 2009(between 10.00 hrs to 16.00 Hrs) on payment of Rs.1000/- in the form of a Demand Draft payable at Delhi in favour of DIMTS Limited. Last date for submission of bids is upto 3.00 PM 7<sup>th</sup> August 2009.

The Detailed Invitation for Bids and Bidding Documents can also be downloaded from DIMTS website [www.dimts.in](http://www.dimts.in)

Interested bidders can contact Manager (Civil), DIMTS Ltd, 1st Floor, Maharana Pratap, I.S.B.T. Building, Kashmere Gate, Delhi-110006. [Tele: 011-23861554, Fax: 011-23860966] for any further information.

**Engineer in Chief  
Delhi Integrated Multi Modal  
Transit System Ltd.**

## 2.0 CHECK LIST AND INSTRUCTIONS FOR CONTRACTORS FOR SUBMISSION OF TENDERS

### 2.1 TENDERERS ARE TO ENSURE THAT:-

- 2.1.1 Tender documents are in sealed envelope.
  - 2.1.2 Tender witnessed on page 12 of tender documents.
  - 2.1.3 Rebates to be quoted, if any, on prescribed proforma at page 31 and not elsewhere.
  - 2.1.4. The tenderers making use of the downloaded tender document shall pay cost of tender document as a separate demand draft placed in the envelop marked 'Earnest Money.' Tenderers making use of downloaded tender document shall seal the tender, affix their initials and put rubber stamp on each page before submission.
- 2.2 All information requested for in the enclosed forms should be furnished against the respective columns in the form. If information is furnished in separate documents, reference there to the same should be given against respective columns. If information is 'Nil' it should also be mentioned as 'Nil' or 'No such case'. If any particular query is not applicable in case of the tenderer, it should be stated as 'Not applicable'. The tenderers are cautioned that non-submission of complete information called for in the required formats, or making any change in the prescribed forms may result in the application being summarily rejected.
- 2.3 All the information must be submitted in English.
- 2.4 The application /document should be type-written. The tenderer's name and signature should appear on each page of the tender document.
- 2.5 Overwriting should be avoided. Corrections, if any, shall be made by crossing out, initiating, dating and rewriting.
- 2.6 References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the tenderer shall be signed by that client.
- 2.7 The tenderer is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by DIMTS. DIMTS reserves the right to call for additional information & clarification of information submitted from the tenderers.
- 2.8 The cost incurred by the tenderer in preparing tender document, in providing clarifications or attending discussions/conferences in connection with this document shall be borne by the tenderer and the DIMTS in no case will be responsible or liable for these costs, regardless of the conduct or out come of the process.
- 2.9 The agency should quote the rates in figures as well as in words on the schedule of items supplied to the agency.

## **2.10 METHOD OF QUOTING RATES**

Rates, quoted by the contractor in tender, in figures and words shall be accurately filled in so that there is no discrepancy in the rates in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractors in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount. In the event no rate has been quoted for any item (s), leaving space both in figure(s), words, and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rates for such item(s) will be considered as zero and work will be required to be executed accordingly.

## **2.11 LATE SUBMISSION OF APPLICATION**

Applications, received after the due date & time of submission, will either not be accepted or if inadvertently accepted will not be opened and shall be summarily rejected.

## **2.12 FINAL DECISION MAKING AUTHORITY**

DIMTS reserves the right to accept or reject any application and to annul the process and reject all applications at any time without assigning any reason and without thereby incurring any liability to the affected tenderer or without informing the tenderers of the grounds for DIMTS action.

## **2.13 METHOD OF APPLYING**

2.13.1 If the application is made by an individual, it shall be signed by the individual above his full typewritten name and current address.

2.13.2 If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten name and full name of his firm with its current address.

2.13.3 If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.

2.13.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.

2.14 The tenders shall be opened on due date for opening in presence of tenderers or their representatives who may be present at the date and time of opening.

- 2.15 Tenders should be signed at appropriate places. It should be ensured that there are no over writings and all the cuttings should also be duly attested by the contractor.
- 2.18 The Contractor should be registered under Value Added Tax (VAT) Act 2004 and must produce along with the application the attested copy of such registration and acknowledgement of up to date filed returns submitted to the Deptt. of Trade.

**DELHI INTEGRATED MULTI –MODAL  
TRANSIT SYSTEM LTD.  
DELHI.**

1. Last Date & time for issue of tender : 6<sup>th</sup> August 2009 upto 4.00 pm
2. Last Date & time for receipt of tender : 7<sup>th</sup> August 2009 upto 3.00 pm
3. Date & time of opening of tender : 7<sup>th</sup> August 2009 at 3.30 pm  
Containing eligibility documents etc.

**3.0 NOTICE INVITING TENDER**

Item Rate tenders are invited by DIMTS Ltd from experienced agencies for Land Scaping of the intersection on BRT corridor, opposite Hotel Oberoi Intercontinental, Mathura Raod, and Delhi.

- 3.1 The Contractor should be registered under Value Added Tax (VAT) Act 2004 and must produce alongwith the application the attested copy of such registration and acknowledgement of upto date filed returns submitted to the Deptt. of trade & taxes.
- 3.2 The work is estimated to Cost **Rs.20 Lacs/-**. This estimate, however, is given merely as a rough guide.
- 3.3 Agreement shall be drawn with the successful tenderer on prescribed form, which is available in the office of DIMTS Ltd. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
- 3.4 The time allowed for carrying out the work will be **45 days** from the 10<sup>th</sup> day after the date of letter of acceptance of tender or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 3.5 The site for the work is available.
- 3.6 Issue of forms will be stopped by 4.00 PM on August 06 2009

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with can be had from the office of the **Manager (Civil)** DIMTS Ltd., Delhi every day except on Saturdays, Sundays and Public Holidays. Tender documents, General Conditions of Contract form, will be issued from his office, during the days specified above on payment of **Rs 1000/- (Rupees one thousand only)** in cash or in form of demand draft of any scheduled bank

The Earnest Money **Rs 40,000/-(Forty Thousand only)** shall be deposited in the form of Call Receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank payable at Delhi and issued in favour of DIMTS Ltd.

- 3.7 Tenders should always be placed in sealed envelopes, with the name of work and due date written on the envelopes.
- 3.8 The Contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or state bank of India in accordance with the form prescribed or in cash or in the form of Fixed Deposit Receipt etc., within prescribed no. of days of the issue of the letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period of prescribed number of days on written request of the contractor.
- 3.9 The Description of the work is as follows: - Land Scaping of the intersection on BRT, corridor opposite Oberoi Intercontinental, Mathura Raod, and Delhi.

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 site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it 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 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 local conditions and other factors having a bearing on the execution of the work.

- 3.10 The competent authority in DIMTS does not bind itself to accept the lowest or any other tenderer and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 3.11. 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.
- 3.12. The competent authority in DIMTS, 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.
- 3.13. The contractor shall not be permitted to tender for works in the DIMTS Ltd. office if his near relative is posted in any capacity. Any breach of this condition by the contractor would render him liable to be debarred from this Department for taking up works in DIMTS.

- 3.14. The tender for the works shall remain open for acceptance for a period of 60 days from the date of opening of the tenders. If the lowest tenderer withdraws his tender before the said period or issue of letter of acceptance, which ever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to be Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 3.15 The 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 sign the contract /agreement consisting of:-
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) General Conditions of Contract.

**DELHI INTEGRATED MULTI –MODAL  
TRANSIT SYSTEM LTD.  
DELHI.**

**4.0 Item Rate Tender & Contract for works**

**Tender for the work of:-** Land Scaping of the intersection on BRT corridor, opposite Hotel Oberoi Hotel Intercontinental, Mathura Raod, Delhi

- i) To be submitted by 07/08/2009 3.00 PM to **Manager (Civil)** DIMTS Ltd.
  
- i) Eligible document to be opened in the presence of tenderers or their representative who may like to be present on 07/08/2009 at 3.30 PM in the office of **Manager (Civil)** DIMTS Ltd., 1<sup>st</sup> floor ISBT Building, Kashmere Gate, Delhi-110006.

Issued to \_\_\_\_\_

(Contractor)

Signature of officer issuing the documents \_\_\_\_\_

Designation \_\_\_\_\_

Date of issue: \_\_\_\_\_

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & 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 by the Managing Director DIMTS LTD. within the times specified in tender document, Schedule of quantities and in accordance in all respects with the specifications, designs, drawings 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 Sixty (60) days from the due date of submission thereof and not to make any modification in its terms and conditions.

A sum of **Rs 40,000/-(Rupees Forty Thousand)only** has been deposited in cash/receipt treasury challan/deposit at call receipt of schedule bank/fixed deposit receipt of scheduled bank/demand draft of 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

Competent Authority, DIMTS 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 Competent Authority, DIMTS. 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 document upon the terms & conditions contained to referred therein and to carryout such deviations as may be ordered, upto maximum of the percentage mentioned in schedule E and those in excess of that limit at the rates to be determined in accordance with the provision contained in General Conditions of contract of the tender form.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/conditional documents and shall not communicate information/derived thereform to any person to whom I/we may authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated .....

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

**ACCEPTANCE**

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

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

a) \_\_\_\_\_XX\_\_\_\_\_

b) \_\_\_\_\_XX\_\_\_\_\_

c) \_\_\_\_\_XX\_\_\_\_\_

For & on behalf of Delhi Integrated Multi Modal  
Transit System Ltd

Signature

.....

Dated .....XX.....

Designation :

### SCHEDULES

#### SCHEDULE `A`

Schedule of quantities (Enclosed)

#### SCHEDULE `B`

Schedule of materials to be issued to the contractor:-

S.NO	Description of item	Quantity	Recovery Rates in figures & words	Place of issue
1	2	3	4	5

-----NIL-----

#### SCHEDULE `C`

Tools and plants to be issued on hire to the contractor

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

-----NIL-----

#### SCHEDULE `D`

Extra schedule for specific requirements/documents for the work enclosed at para 5 to 10.

#### SCHEDULE `E`

Schedule of component of Construction Materials, Labour etc. for price escalation.

CLAUSE 10 CC -----NIL-----

## SCHEDULE 'F'

Reference to General Conditions of Contract

Name of work: Land Scaping of the intersection on BRT Corridor opposite Hotel Oberoi Intercontinental, Mathura Road, Delhi.

<b>Estimated cost of work</b>	<b>: Rs. 20 Lacs/-</b>
(i) Earnest Money	: <b>Rs...40,000/-</b>
(ii) Performance Guarantee	5% of the tendered value of the work to be deposited before award of the work.
(iii) Security Deposit	5% of the tendered value of the work to be deducted from bills.

### General Rules & Directions:

Officer Inviting tender

Engineer – in –Chief  
DIMTS Ltd., Delhi

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Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3.

Refer clause-  
12 of General  
Conditions

### Definitions:

(a) Engineer-in-charge	Manager (Civil) or Equivalent Officer of DIMTS Ltd.
(b) Accepting Authority	Managing Director & Chief Executive Officer, DIMTS Ltd
(c) Percentage on cost of material and labour to cover all overheads and profits	a) Contractors own material – 12.5% b) Contractor labour – 10%
(d) Standard Schedule of Rates	DSR 2007 with Upto date correction slips.
(e) Department	DIMTS Ltd., Delhi

### Clause 1:

(i) Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance in days	7 Days
(ii) Maximum allowable extension beyond the period as provided in (i) above in days	3 Days

### Clause 2:

(i) Authority for fixing compensation under clause 2	Engineer –in – Chief DIMTS Ltd., Delhi
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(ii)	Number of days from the issue of letter of acceptance for reckoning date of start	<b>10 Days</b>
(iii)	Time allowed for execution of work	<b>45 Days</b>
(iv)	Authority to give fair and reasonable extension of time for completion of work.	Engineer –in –Chief DIMTS Ltd.,

**Clause 7 & 8: (General conditions of contract)**

Gross work to be done together with net **Rs. 10 lacs** payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

**Clause 10 CC:**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in the next column Not applicable

**Clause 11:**

Specifications to be followed for execution of work CPWD specifications 1996 with up to date Correction slips.

**Clause 12:**

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work 30 %

12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work. 100%

Clause 14 Competent Authority for deciding reduced rates Engineer in Chief of DIMTS Ltd,Delhi

**Additional Conditions (Part-C) Para 17:  
Requirement of technical Representative(s) and Recovery rate**

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Sl. No.	Minimum Qualification of technical representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not non employment of technical representatives	
						Figure	Words
1	Bachelor Degree	Civil Engg.	Principal Technical Representative	5 years	1	Rs. 10000/- PM	(Rupees Ten thousand only per month)
<b>Additional Conditions (Part-C)</b>							
<b>Para 35 :</b>							
(i)	Schedule/statement for determining theoretical quantity of cement & bitumen	CPWD Delhi Schedule of Rates, <b>2007</b> with up to date correction slips.					
ii)	Variations permissible on theoretical quantities						
a)	Cement for works with estimated cost put to tender not more than Rs. 5 lakh	3% plus/minus.					
	For works with estimated cost put to tender more than Rs. 5 lakh	2% plus/minus.					
b)	Bitumen for all works.	2.5% plus only & nil on minus side.					
c)	Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus.					
d)	All other materials	Nil					

**RECOVERY RATES FOR CONSUMPTION OF DEPARTMENT MATERIAL  
BEYOND PERMISSIBLE VARIATION**

Sl. No.	Description Of item	Rates in figures and words at which recovery shall be made from the contractor Rate in Schedule "B" Plus 10% in case materials issued by department	
		Excess beyond permissible variation	Less use beyond The permissible variation
--	-----	N A	N A

No Material shall be issued by the Department

## **5.0 GENERAL CONDITIONS**

- 5.1 The work shall be executed as per provisions contained in CPWD Works Manual 2007 as applicable to DIMTS with upto date amendments.
- 5.2 Wherever reference of CPWD officers is mentioned in tender document, manual, specification and tender document including form for general conditions of contract, they shall be treated as competent officers of DIMTS Ltd. as detailed in Annexure-I
- 5.3 The work shall be carried out as per C.P.W.D. specifications.
- 5.4 Completion Time allowed will be **45 days**
- 5.5 Income Tax & Surcharge, Service Tax and Labour cess as applicable will be deducted from the gross amount of each bill.
- 5.6 VAT shall be deducted as prevailing rules from gross amount of the bill.
- 5.7 In case the contractor uses Govt. water supply, water charges @ 1% shall be deducted from the gross amount of bill. The arrangement of Electricity if required at site, it has to be arranged by the contractor himself at his own cost.
- 5.8 Site of work shall be kept clean of all the Debris/Malba etc. at all the times. No dumping of Malba shall be allowed in the premises and all the Malba shall be removed on the same day by Mechanical Transport.
- 5.9 The site should be kept free from dust pollutions by spraying / sprinkling of water or other suitable means so that the surroundings are kept free from dust hazards.

## **6.0 SITE CONDITIONS**

- 6.1 The tenders are invited for Land Scaping of the intersection on BRT Corridor Opposite Hotel Oberoi Intercontinental, Mathura Road, Delhi.
- 6.2 No housing accommodation is available at the site of work. The contractor has to make his own arrangement for huts, stores and field office, accommodation for his labour and other employees at the site of work. The arrangement of water for construction/drinking purpose shall also be made by the contractor at his own cost. The contractor shall make his own arrangement for obtaining electric connection, if required, and make necessary payments directly to Vidyut Department. The department will not at all be responsible for making arrangements in these regards. The department can, however, provide required assistance to the contractor in dealing with the local bodies for such purposes, if required.
- 6.3 It shall be presumed that the contractor has acquainted himself as to the nature and location of the work, general and local conditions and particularly those pertaining to transport, handling and availability and storage of materials, availability of labour, weather conditions etc. The department will bear no responsibility for lack of such

knowledge and also the consequences there of. The information and site data shown in the drawings and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The Engineer-in-charge in no case shall be held responsible for the accuracy from there of or any interpretations/or conclusion drawn there from by the contractor and nothing extra shall be paid even if the site conditions/informations are different or otherwise incorrect as it is presumed that the contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination which may be required between the different agencies.

- 6.4 In case of flooding of site on account of rains or any other cause or any other damages, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the tender documents.
- 6.5 The building rubbish produced during demolition shall be removed simultaneously and shall not be kept lying on the ground. The DIMTS Ltd shall provide required assistance to the contractor in dealing with local bodies for the purposes of disposal if required. However the DIMTS Ltd will not at all be responsible for making such arrangements in this regard. Necessary permissions from local authorities shall be obtained by the agency at his end.
- 6.6 The contractor shall submit a detailed programme of execution of work showing all the activities distinctly along with Bar Chart and Pert Chart within one week from the date of award of work. This programme on approval by the Engineer-in-Charge shall be adhered to in letter and spirit.
- 6.7 While executing the work the contractor shall ensure that no dust pollution occurs at site and he shall take special care in this regard including sprinkling of water, erecting protective screens and other necessary measures to ensure the same. During disposal of Malba also the trucks shall remain covered with tarpaulin or other suitable material so as to minimise the dust nuisance.

## **7.0 ADDITIONAL CONDITIONS:**

- 7.1 Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, availability of materials, suitable location for construction of godowns, stores and labour huts, the extent of leads, lifts, rehandling of construction material involved in the work (over the entire duration of contract) including local conditions, traffic restrictions, obstructions and other conditions, as required for satisfactory execution of the work. His rates should take into consideration all such factors and contingencies. No claim whatsoever shall be entertained by the Department on these accounts.
- 7.2 The contractor must study the specifications and conditions carefully before tendering. If there are varying or conflicting provisions made in any documents forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the intention/interpretation of the documents and it will be binding without any reservation what so ever and nothing extra shall be paid. Any error in description, quantity or rate in schedule of work, bills of quantities/items or any omissions there from shall not

vitate the contract or release the contractor from the execution of the whole work or any part of the work comprised there in according to drawing and specifications or from any of his obligations under the contract.

- 7.3 Before start of the work the contractor shall submit the programme of execution of work, get it approved from the Engineer-in-charge and strictly adhere to the same for the timely completion of the work. The contractor shall have to make approaches to the site, if so required and keep them in good conditions for transportation of labour and material as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.
- 7.4 The work shall be carried out in such a manner so as not to interfere/or affect or disturb other works, being executed by other agencies, if any, in the premises.
- 7.5 Any damage done by the contractor to any existing work shall be made good by him at his own cost. Existing drains, pipes, culverts, over head wires, water supply lines / tanks and similar services encountered during the course of execution shall be protected against damage by the contractor. The contractor shall not store material or otherwise occupy any part of the site in manner likely to hinder the operations of such services.
- 7.6 The contractor or his authorised representative should always be available at the site of work to take instruction from the departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorised representative. The contractor(s) is/are to set out the whole of the work in consultation with an officer to be deputed by the Engineer-in-charge and during the progress of the work to amend on the requisition of the Engineer-in-charge any errors which may arise there in and provide all the necessary labour and materials for doing so. The contractor(s) is/are to provide all tools, plants, machinery labour and materials which may be necessary and required for the work. All materials and workmanship shall confirm to the relevant specifications mentioned in the tender documents.
- 7.7 The contractor shall maintain in good conditions all works executed by him till the completion of entire work allotted to the contractor.
- 7.8 No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the work and no such claim on this account will be entertained.
- 7.9 Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct to the concerned Revenue Authority of the State or Central government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
- 7.10 The contractor shall take all necessary measures for the safety of users during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagman, as necessary at either end of the working area

and at such intermediate points as directed by the Engineer-in-charge for the proper identification of such area. He shall be responsible for all damages and accidents caused due to negligence on his part.

- 7.11 The contractor shall provide suitable barricading with suitably painted single row of G.I. Sheets about 3' - 0" wide (90 cms) nailed or bolted with wooden poles spaced 2 to 3 metre apart and each pole 1.6 m to 2m long, 8 cm to 10cm dia. The poles will be embedded in mobile iron pedestal rings suitably framed for giving stable support as per direction of the Engineer-in-charge. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work. The contractor's rate shall include all above items of work and nothing extra shall be paid to the contractor over and above his quoted rates.
- 7.12 The rates for all items of work unless clearly specified otherwise shall include the cost of all labour, material, dewatering / curing and other inputs involved in the execution of the work.
- 7.13 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, depths lead and lifts. The rate quoted in the tender shall be inclusive of all expenses for the proper and entire completion of work and shall be inclusive of all taxes, duties and levies including sales tax, municipal taxes, local taxes, octroi all royalties, patent rights, other incidental charges etc. The rate offered shall be final and no claim whatsoever on any account shall be entertained.
- 7.14 The contractor shall construct suitable godown at the site of work for storing the material safe against damage due to Sun, rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account.
- 7.15 The contractor shall ensure that during dismantling no damage to the structure / roof slab is done any damages made shall be repaired to same shape with similar materials as per direction of Engineer-in-Charge at his own cost.
- 7.16 The contractor shall arrange the required tools and plants for execution of work. He may also be required to provide other T & P as per site requirement for execution. Nothing extra shall be paid on account of T & P.
- 7.17 The contractor shall be responsible for the true and proper setting out of the work in co-ordination with the Engineer-in-charge or his authorised representative and for the correctness of the positions, levels, dimensions and alignments of all parts of the structure and for the provision of all necessary instruments, appliances and labour in connection there with. If at any time, during the progress of the work, any error may appear or arise in the positions, levels, dimensions or alignment or any part of the works, the contractor on being required to do so by the Engineer-in-charge, shall at his own expense rectify error to the entire satisfaction of Engineer-in-charge. The Checking of any setting out of any line or level by the Engineer-in-charge or his authorised representatives shall not relieve in any way, the contractor of his

responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, site details, pegs and other things used in the setting out and execution of works.

All duties concerning establishment of a set of bench marks, permanent theodolite stations, centre line pillars etc. including all materials, tools, plants, equipment, labour etc. for performing all the functions necessary and ancillary there to at the commencement and during the progress of the work till physical completion of all the types of the work in question shall be carried out by the contractor at his own cost.

- 7.18 All the materials, manufacture / brand shall be got approved by the contractor from Engineer-in-charge. Material of approved manufacture / brand will only be accepted subject to material conforming to relevant specifications:
- 7.19 Brick work : Unless otherwise specified, FPS bricks shall be used in all items of brick work. Contractor shall intimate the source of supply of bricks and samples of the bricks shall be got approved from the Engineer-in-Charge in advance. The bricks bought by the contractor shall strictly conform to the CPWD specifications.
- 7.20 Water Supply / Drainage
- 7.20.1 The contract shall include the cost of cutting holes in walls, floors , RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.
- 7.20.2 The S.C.I. and S & S pipes wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs of approved quality.
- 7.20.3 The contractor shall give a satisfactory performance test of the entire installation (s) before the work is finally accepted and nothing extra shall be payable to the contractor on this account.
- 7.20.4 The contractor shall be responsible for all the protection of sanitary water supply fittings and fixtures against pilferage and breakage during the period of installation until the completion/ handing over of the above.
- 7.20.5 The contractor shall give due notice in advance to users / display notice at prominent places regarding disruption / maintenance of water supply lines during raising of pipelines on the terrace.

7.22 **MATERIAL, PLANT AND EQUIPMENT:**

- 7.21.1 General: The contractor shall provide all material required for the work at his own expenses including water. Nothing extra shall be payable due to variation in cost of materials, carriage and loading and unloading etc. at any time except as admissible under relevant clauses of the tender documents for this work.
- 7.21.2 All material to be provided by the contractor shall be in conformity to the specifications, laid down in the contract and the contractor shall, if so required by the Engineer-in-charge, furnish proof about their suitability and fitness to the entire

satisfaction of the Engineer-in-charge and nothing extra shall be paid to the contractor on this account.

- 7.21.3 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the DIMTS, and the same shall not be removed or taken away by the contractor or any other person without the special licence and consent in writing of the Engineer-in-charge but the department is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or damaged by whether or otherwise including natural calamities, flood, earthquakes, rains, riots, fire etc.
- 7.21.4 Since the commencement of the work to its completion the contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the work by fire, storm, rain, traffic, floods or other cause and to hold the department harmless from any claims for injuries to person or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one in his employe during the execution of the work.
- 7.21.5 The Engineer-in-charge has the right to curtail or increase the scope of the work and this shall not affect in any way the other provision of the agreement.
- 7.21.6 The competent authority has the right to split the work in parts without assigning any reason thereto.

7.22 **STORAGE AND ISSUE OF MATERIALS:-**

- 7.22.1 All materials required for the works are to be arranged by the contractor. These shall be stored by the contractor only at places, in standard profiles and in the manner as approved by the Engineer-in-charge. Storage and safe custody of all materials shall be the sole responsibility of the contractor. Special care should be taken as per relevant specifications for storage of steel, cement etc.

7.23 **DEFECTIVE MATERIALS:-**

- 7.23.1 Any materials used in the work without prior inspection and testing (where testing is necessary) and without approval of the Engineer-in-charge is/are liable to be considered unauthorised defective and not acceptable. The Engineer-in-charge shall have full powers to order 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 samples approved by him.
- 7.23.2 In case of default on the part of the contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed by others means at the risk and cost of the contractor.

7.23.3 The Engineer-in-charge shall have full power to order the contractor to acquire other proper material to be substituted for rejected materials and in the event of the contractor's refusing to comply, the same is to be supplied by other means at the risk and cost of the contractor.

7.24 **QUALITY CONTROL AND TESTING OF MATERIALS:-**

7.24.1 All the materials to be used in the work such as water, sand, coarse aggregate, bricks, water proofing compound/material, cement etc. to get the work completed in all respects, shall comply with the tests requirements of Engineer-in-charge and shall pass all the tests and analysis required by him or as per specifications as applicable.

7.24.2 The contractor shall at his risk and cost make all arrangements and shall provide all such facilities as the Engineer-in-charge may require for collecting, preparing, forwarding the required number of samples for tests for analysis as per the frequency of test stipulated in the contract specifications or as considered necessary by the Engineer-in-charge. at such time and such places, as directed by the Engineer-in-charge. Nothing extra shall be paid for the above including the cost of materials to be tested.

7.24.3 The contractor or his authorised representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorised representative is not present or does not associate himself, the result of such tests and consequences thereon shall be binding on the contractor. The contractor or his authorised representative shall remain in contract with Engineer-in-charge or his authorised representative for associating for all such operations. No extra payment or claim whatsoever shall be entertained on this account.

7.24.4 The contractor shall be required to produce samples of all materials to be arranged and procured by him sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In the case of variation in quality, such materials shall be liable to rejection. The rejected material shall be immediately removed from the site of work by the contractor at his own cost. If the contractor fails to remove the rejected materials from the site within 48 hours of their rejection, the Engineer-in-charge shall be authorised to remove the same at the risk and cost of the contractor. No claim financially or otherwise shall be entertained on account of any reason whatsoever.

7.24.5 The contractor shall get the water tested with regard to its suitability for use in the works and get written approval from the Engineer-in-charge before he proceeds with the use of same for execution of works. Nothing extra shall be paid to the contractor on this account.

7.24.6 The materials and components to be used in the work shall comply strictly with the tests prescribed herein or where such tests are not laid down in the specifications,

with their equivalents of latest issues of the relevant Indian Standards. Any material not fully specified herein, and for which there is no relevant Indian Standard, shall be the best of their kind and to the approval of the Engineer-in-charge, contractor shall at his own expenses, submit to the Engineer-in-charge for approval, samples of any of the materials and components to be used. The quality of materials and components subsequently used in the works shall not be inferior to the approved samples.

- 7.24.7 The cost of transportation of samples and other incidentals will be borne by contractor, who shall give not less than 7 days notice of all tests in order that the Engineer-in-charge may present. Two copies of all test certificates shall be supplied by the contractor to the Engineer-in-charge for approval immediately after the completion of the tests. Tests certificate shall invariably be supplied to the Engineer-in-charge before the materials or components are used in works, unless the Engineer-in-charge directs otherwise. All materials which are specified to be tested at the manufacture's work shall satisfactorily pass the test before being used in the works.

## 8. **SPECIAL CONDITIONS FOR CEMENT**

The contractor shall, at his own expense procure and provide all materials required for the work. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of materials and clearance of the same before use in work. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-charge or his authorised representative of the work on receipt of the same at site before use. Contractor has to produce manufactures test certificate for each material procured at site.

- 8.1 The contractor shall procure 43 grade (conforming to IS : 269, IS : 8112 or IS:12269) ordinary Portland cement required in the work from reputed manufacturers of cement such as ACC, L & T, J.P. Rewa, Vikram, Laxmi Cement, J.K. Cement, Birla having a production capacity of one million tonnes as approved by Ministry of industry, Government of India and holding licence 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 manufacturer's name and ISI marking, alongwith manufacturers test certificate for each lot. 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 the cement for such testing purpose supplied by the contractor does not confirm 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 from the Engineer-in-charge to do so.
- 8.2 The cement go-down of the capacity to store a minimum of 500 bags of cement shall be constructed by the contractor at site 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 the contractor. The contractor shall be responsible for the watch and ward and safety of the cement go-down. The contractor

shall facilitate the inspection of the cement go-down by the Engineer-in-charge at any time.

- 8.3 The actual issue and consumption of cement on work shall be regulated and proper accounts / maintained as provided in General Conditions of Contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in General Conditions of contract and shall be governed by the conditions laid therein.
- 8.4 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorised variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in General Conditions of Contract, the cost of quantity of cement not so used shall be recovered from the contractor @ Rs. 5,000/- (Rupees five thousand only) per metric tonne. Decision of the Engineer-in-charge in this regard of theoretical quantity of cement which should have actually been used as per the schedule and recovered at the rates specified, shall be final and binding on the contractor.
- 8.5 For non-scheduled items, the decision of the **Manager (Civil)**, DIMTS, regarding theoretical quantity of the cement which should have been actually used, shall be final and binding on the contractor.
- 8.6 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.
- 8.7 In the case contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-charge.
- 8.8 Cement go-down shall be having weather proof roof and walls and on a proper floor consisting of two layers of dry bricks laid on well consolidated earth at a level at least 30 cm above the ground level. These stacks shall be in rows of two bags deep and 10 bags high with a minimum of 60cm. Clear space all around. The bags should be placed horizontally continuous in each line as shown in the sketch given in CPWD specifications – 1996. The sketch is only for guidance. Actual size/shape of godowns shall be as per site requirement and nothing extra shall be paid on this account.
- 8.9 Cement register for the cement shall be maintained at site. The account of daily receipts and issue of cement shall be maintained in the register by the authorised representative of the Engineer-in-charge and signed daily by contractor or his authorised agent.
- 8.10 Cement that is not used within 90 days from its date of manufacture shall be tested at laboratory approved by the Govt. Until the result of such tests are found to be satisfactory, it shall not be used in any work:

9. **ADDITIONAL SPECIFICATIONS:-**

9.1 **General:**

9.1.1 The work in general shall be executed as per the description of the item, additional specifications attached, CPWD specifications 1996 Vol - I to VI with upto date correction slips and detailed specifications attached herewith.

9.1.2 In case of any variation between different applicable specifications, the following order of precedence will be followed:-

- (i) Nomenclature of item
- (ii) Additional specifications attached with the tender documents
- (iii) Detailed specifications for water proofing work.
- (iv) CPWD specifications 1996 Vol - I to VI with upto date correction slips
- (v) Relevant I.S specification
- (vi) Manufacturers specifications
- (vii) Direction of Engineer-in-Charge

Several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimension in preference to scale and special conditions & specifications in preference to general conditions & specifications.

9.1.3 The contractor shall be required to produce samples of all the material sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of variation, such material shall be liable to rejection.

9.1.4. The contractor shall bring only the materials which are required for use in the work. These materials shall comply with the requirements as decided by the Engineer-in-charge and shall pass all the tests and analysis required by him as per specifications as applicable or such recognised specifications as acceptable to the Engineer-in-charge.

9.1.5 Wherever any reference to any Indian Standards Specifications occurs in the documents relating to this contract same shall be inclusive of all amendments issued there to or revision there of if any, upto the date of award of work.

9.1.6 Any cement slurry added over surface (or) for continuation of concreting for better bond is considered to have been included in the item (unless otherwise Explicitly stated) and nothing extra shall be payable or extra cement considered in consumption on this account.

10.0 **Special conditions:**

- 10.1 In order to ensure quality of work during its execution, the Engineer in Charge may require samples for mandatory or routine testing of materials. All cost of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
- 10.2 Even ISI marked materials may be subjected to quality test at the discretion of the Engineer in Charge. Wherever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer in Charge, furnish manufactures test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor, satisfy the provisions of relevant ISI codes. In case the material fails to conform to I.S. specifications, testing charges shall be borne by the contractor.
- 10.3 Testing charges shall be borne by the Department only if the materials tested conform to the / relevant specifications, otherwise the testing charges shall be borne by the Contractor and the same shall be adjusted against the payments due to the contractor.
- 10.4 A reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up-to last date of receipt of tenders.
- 10.5 Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all lifts & all heights, floors including terrace, leads and depths and **nothing extra shall be payable on this account.**
- 10.6 The rate for all items, in which the use of cement is involved, is inclusive of charges for curing.
- 10.7 Measurements:** The measurements shall be taken along the finished treated surface including the rounded and tapered portions at junctions. Length and breadth shall be measured correct to one centimetre and area shall be worked out in square metre correct to two places of decimal. No deduction in measurement shall be made for either opening or recesses for chimneys, stacks, roof lights and the like of areas upto 0.40 sqm. Nor anything extra shall be paid for forming / making such openings.
- 10.8 Rates :** The rates shall include the cost of all labour and materials involved in all the operations described above and in nomenclature of the item including any incidental expenditure. Nothing extra shall be payable over and above the accepted rates on any account whatsoever.

## Annexure –I

Definitions : For the purpose of this tender and any other document mentioned therein wherever any reference is made to the following terms, the same shall stand substituted and replaced with and shall have the meaning assigned to them as under:

<b>S.No</b>	<b>Terms</b>	<b>Substitution</b>
1.	President of India	Managing Director Cum CEO, DIMTS Ltd.
2	Govt. of India	Delhi Integrated Multi Modal Transit System Ltd
3	Engineer-in-Charge	Manager(Civil) or Equivalent Officer of DIMTS Ltd
4	Director General	Managing Director cum CEO, DIMTS Ltd
5	Chief Engineer	Engineer-in-Chief, DIMTS Ltd
6	Department	DIMTS Ltd
7	Appointment of Arbitrator	Managing Director Cum CEO, DIMTS Ltd
8	Accepting Authority	Managing Director Cum CEO, DIMTS Ltd
9	Competent Authority	Manager(Civil) or Equivalent Officer of DIMTS Ltd
10	Authority for fixing compensation under clause-2	Manager(Civil) or Equivalent Officer of DIMTS Ltd
11	Authority for granting EOT	Manager(Civil) or Equivalent Officer of DIMTS Ltd
12	Authority for deciding reduced rates	Engineer-in-Chief, DIMTS Ltd
13	Employer	DIMTS Ltd

Annexure-II

**PERFORMA FOR QUOTING REBATE**

**Name of work : Land Scaping of the Intersection on BRT Corridor, Opposite Hotel Oberoi Intercontinental Mathura Road, Delhi.**

I/We offer an unconditional rebate of \_\_\_\_\_%  
( \_\_\_\_\_ ) on our / my quoted rates in  
the tender.

(In Words)

Contractor's Signature

## Bill of Quantities

**Name of Work: - Land Scaping of the intersection on BRT Corridor opposite Hotel Oberoi Intercontinental, Mathura Road Delhi**

S.No.	Item	Unit	Quantity	Rate	Amount
A.	Plant Material				
1.	Pyrus pyrifolia – 240cms high, 7.5cm girth	No.	15		
2.	Dracena mixed varieties (60cm ht) spacing 30cm c/c	No.	425		
3.	Dracena mixed varieties (90cm ht) spacing 45cm c/c	No.	80		
4.	Livistonia palm – 60 cm high spacing 30cm c/c	No.	600		
5.	Livistonia palm – 90 cm high spacing 45cm c/c	No.	120		
6.	Chamaedorea palm – 60 cm high spacing 30cm c/c	No.	400		
7.	Chamaedorea palm – 90 cm high spacing 45cm c/c	No.	80		
8.	Money plant – polybag spacing 15cm c/c	No.	9400		
9.	Vadalia spacing 15cm c/c	No.	10900		
10.	Ficus repens	No.	75		
	Subtotal A				
B.					
1.	Supply and stacking of manure at site	Cum.	125		
2.	Tree planting in pits of size .9x.9.x.9m	No.	20		
3.	Shrub and climbers planting in	Sqm.	200		

	planters				
4.	Ground cover planting	Sqm.	850		
	Subtotal B				
<b>C.</b>					
1.	Automated irrigation systems with sprinklers, solenoid valves, pipes (supply and installation of system) including excavation & back filling for laying of pipes.	No.	Lumpsum		
2.	Underground water tank 12000lts capacity Sintex tank with concrete base	No.	1		
	Subtotal C				
<b>D.</b>					
1.	Bi-symmetric CDM-TD 70W luminaire	No.	25		
2.	Asymmetric MHN-TD 150W luminaire	No.	10		
3.	Feeder pillar, cables, conduits, all other accessories (supply and Installation)	-	Lumpsum		
	Subtotal D				
<b>E.</b>					
1.	Site clearance	-	Lumpsum		
2.	Removing steel railing and refixing at lower level	Rm.	40		
3.	Dismantling stone work	Cum.	6		
4.	Stone masonry work with available stone including pointing	Cum.	40		
5.	Supplying good earth	Cum.	500		
6.	Leveling of site	Sqm.	500		
7.	Stone/tile cladding	Sqm.	90		
8.	Pavement with pavers/other	Sqm.	800		

	materials				
9.	Plastering including repairs to existing work.		Lumpsum		
10.	Painting of railing	Sqm.	50		
11.	Stone dividers between gravel beds & planting beds 1320mx150mm	Sqm.	100		
12.	Grit finish on columns	Sqm.	30		
13.	Coping of planters in stone	Sqm.	150		
14.	Brick Work	Cum.	25		

-Sd-

Sr. Consultant

-Sd-

Manager (Civil)