

No.2138/PW/CE/Works/A3/F.No.G.89/07-08/2155  
GOVERNMENT OF PUDUCHERRY  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*

Puducherry, dated 24/8/09

CIRCULAR

Sub: PW -VAT - Levy of Value Added Tax on contract works of  
Public Works Department - Procedure to be followed -Reg.

Ref: I.D.Note No.2964/PW/SE-II/PA/06-07 Dated 9.8.2007.

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The Puducherry Value Added Tax (VAT) ordinance, 2007 has been implemented by the Union Territory of Puducherry with effect from 1.7.2007. Section 78 of the Puducherry Value Added Tax Ordinance, 2007 envisages, the levy of VAT for the Public Works Department contracts. The Commercial Tax Department has informed that Value Added Tax (VAT) at 2.8% of total value of works done after 1.7.2007 (i.e material cost at the rate of 70% x 4% = 2.8% of the value of work done) has to be paid in respect of all on going contracts already concluded and in future the contract price shall include tax under the Value Added Tax Ordinance, 2007.

The agreement Clause No.38 of General conditions of contract for Public Works Department Works, deals with the reimbursement of levy /taxes if levied after receipt of tenders. In the above clause, **provision has been made for reimbursement of the amount of any such taxes or levies which are to be paid by the contractors if such tax is levied/ imposed by Statute, after the last date stipulated for the receipt of tender.**

Commissioner  
Vandavasi Municipality

Therefore, in the matter of deduction and payment of VAT from the bills of contractors the following procedure shall be adopted:

**Case -I: In respect of all running contracts for which the work order was issued prior to 30.6.2007.**

In respect of all running contracts for which the work orders had been issued prior to 30.6.2007 and still in progress. No VAT is to be deducted for the Value of work done prior to 30.6.2007. But the value of work done since from 1.7.2007 shall be calculated separately and Value Added Tax (VAT) at 2.8% of the total value of work done after 1.7.2007 shall be added to the abstract of each running bill payable after the date of implementation of VAT Ordinance and the same amount will be deducted in the memorandum of payment due to the contractor for each running account bill, Which will in turn be paid to the Commercial Tax Department by all the Executive Engineers of Public Works Department along with the details of such deductions in a particular month.

**Case -II: In respect of works awarded after 1.7.2007**

In respect of works awarded after 1.7.2007 VAT is to be deducted at the rate of 2.8% of total value of work done from the date of the commencement of work. In this case also 2.8% of the total value of work done shall be added to the abstract of each running bill and the same amount will be deducted in the memorandum of payment due to the contractor for each running account bill, Which will in turn be paid to the Commercial Tax Department by all the Executive Engineers of Public Works Department along with the details of such deductions in a particular month.

**Case –III: In respect of contracts on pipelines**

Certain tenders which have been called before or after the implementation of VAT Ordinance for which no provision had been made in the rates while preparation of estimates, the tender shall be approved by the Accepting Authority after giving due weightage to the tender excess at the rate of 2.8% of the total value of amount for which tender has been called. The contractor before award of work shall be informed about such consideration and intimated that he is liable for payment of VAT by deduction of 2.8% of total value of work done in each running bill from out of the amount payable to the contractor. The contractor shall give a letter of consent for deduction of VAT from his payment due in each running account bill, without any addition in his bill since due weightage has been given in considering his tender. The Executive Engineers shall deduct directly from the Memorandum of payment without adding anything to the total value of work done.

**Case –IV: In respect of new estimates**

In respect of new estimates to be prepared and submitted to the Government for obtaining the Administrative Approval/Expenditure Sanction, a provision of 4% shall be added while preparation of analysis of rates to meet out such levies/taxes, which are imposed by the Govt. While calling tenders in Form 6 in para 15 of General Rules and Directions, the following sentence shall be added.

**“This work is covered under Section 78 of Puducherry Value Added Tax Ordinance, 2007 and hence the contractor is liable to pay a VAT at 2.8% of work done”.**

However, after award of the work only 2.8% on the total value of work done shall be deducted from the running bills, leaving the balance as savings to the estimate.

4/-

Commissioner  
Yanam Municipality

**Case -V: In respect of Analysis of rates**

As the Puducherry Schedule of Rates 2007-08 had already been finalized and communicated, in the event of issue of any corrigendum to PSR 2007-08, 4% shall be added in preparation of analysis and shall be communicated. However before the next issue of PSR, the analysis shall be corrected as mentioned.

9/24

(C. ANANDANE)  
CHIEF ENGINEER

To

1. The Superintending Engineer Circle-I/II/III, PWD, Puducherry/ Karaikal.
2. The Executive Engineer, PWD, Puducherry/Karaikal/Mahe/Yanam.
3. The Surveyor of Works/Executive Engineer (Design)/SAO, Central Office, PWD , Puducherry.

Copy to:

1. Personal Assistant to Hon'ble Chief Minister, Legislative Assembly, Puducherry.
2. Personal Assistant to Secretary (Works), Chief Secretariate, Puducherry. – for kind information to Secretary.
3. The Commercial Tax Office, Commercial Tax Dept., Puducherry.
4. The Accountant General (Audit-I), Tamil Nadu & Puducherry, Puducherry.
5. The Director, Accounts & Treasuries, Puducherry.

(9) Other agencies doing works related to this project may also simultaneously execute the works and the contractor shall co-ordinate and co-operate with them as found to be necessary at no extra cost.

(10) Any cement slurry or lime mortar or any combination thereof or water proofing material required for continuation from old work is demand to have been in built in the relevant items themselves and nothing extra shall be paid for the same.

(11) Unless otherwise specified in the schedule of quantities the rate for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which not extra payment will be made. This will include water encountered from any source as rains, flood, subsoil water table being high due to any other cause whatsoever.

## CONDITIONS FOR ISSUE OF MATERIALS

The materials shall be issued to the contractor at the place of delivery as mentioned in Schedule 'B'. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The materials shall be issued between the working hours and as per rules prevails in the stockyard of the materials as framed from time to time.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials. No reimbursement of the expenses will be made by the department.

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

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

The cement shall be stacked on proper floors consisting of two layer of dry bricks laid on well consolidated earth at a level of at least 0.3 metres above ground level. These stocks shall be in rows of 2 and 10 high with a minimum of 0.6 metre clear space all round. The bags would be placed horizontally continuous in each line as shown in the sketch at page 398 of C.P.W.D. specification 96 Vol I.

The day to day receipts and issue accounts of cement shall be maintained by the Junior Engineer-in-Charge and signed daily by the contractor or his authorised agent.

### MATERIALS OBTAINED FROM DISMANTLEMENT

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

## **DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT**

II. Owing to difficulty in obtaining certain materials in the open market, the P.W.D. have undertaken to supply materials specified in Schedule 'B' of the tender form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to so arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Yanam Municipality on account of delay in supplying materials.

III. M.S. or deformed bars shall be issued in lengths as available in stores. M.S. or deformed bars shall be issued in straights or in coils as available and nothing extra shall be payable for straightening the bars. The bars issued in available lengths shall be cut to the required lengths and nothing extra shall be payable for the same.

IV. The contractor shall have to deposit the approved paints of required colour and shade as per actual requirements of the work to be done with the Engineer-in-Charge at his Departmental Store at the site of work.

The contractor shall be responsible for the water proofness of the roof for one full monsoon season after the date of completion. He shall rectify the defect noticed after due intimation in writing is given by the Engineer-in-Charge failing which, Engineer-in-Charge shall get the defects repaired at the contractor's risk and cost.

## **WATER SUPPLY AND SANITARY WORK**

V. The contractor shall engage licensed plumber for the work and get the materials tested by the Municipal authorities whenever required at their own cost. The work shall be carried out according to the Municipal Bye-laws and the contractor shall produce necessary certificate from Municipal authorities after completion of work.

VI. The contractor shall have to deposit water proofing compound as per the actual requirements for the water proofing job with the Engineer-in-Charge at his Departmental Stores at the site of work.

The water proofing compound will be issued to the contractor from time to time according to his requirements for the work in the same manner as the issue of materials stipulated to be issued departmentally.

## INCONVENIENCE TO PUBLIC

VII. The contractor shall not deposit materials on any site which will seriously inconvenience the public. The Engineer-in-Charge may require the contractor to remove any materials which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

VIII. Any damage to work resulting from rains or from any other cause until the work is taken over by the Department after completion will be made good by the contractor at his own cost.

IX. The contractor shall deposit royalty and obtain necessary permit for supply of sand, HBG metal, red earth, etc. from local authorities.

X. The contractor shall get himself acquainted with the nature and extent of the work and satisfy himself about the availability of quarry and of kiln for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors and will not be allowed and extra lead for collection and conveyance of materials for any reason whatsoever.

XI. The contractor will be permitted to set up labour camp only before a week from the commencement of work and not exceeding fifteen days after the completion of the work.

XII. The contractor shall conform to the provision of any Government Acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said Acts or Laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restoration etc., and all other fees payable to the local authorities.

XIII. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use the same free of cost making mud mortar, for masonry and for laying mud terracing over the roof. The Engineer-in-Charge shall be the final authority to decide whether the earth obtained from excavating is surplus or not.

The surplus earth excavated which is beyond the requirement of Yanam Municipality works, may be allowed by the Executive Engineer to be disposed of by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra will be paid for carriage or disposal of the surplus earth, if the same is not required for P.W.D. works.

Wherever fine sand has been mentioned in the schedule of quantities, it should be conforming to the grading Zone-IV or Zone-V as mentioned in the C.P.W.D. specifications.

XIV. Concrete will be mixed with mixers either operated by hand or mechanical.

XV. The contractor shall not employ women and men below the age of 18 on the work of painting with products containing lead, in any form wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

- (a) White lead sulphate or lead, of products containing these pigments shall not be in painting operation except in the form of paste or of paint ready for use.
- (b) Measures shall be taken in order to prevent danger arising from application of paint in the form of spray.
- (c) Measures shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.
- (d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- (e) Overalls shall be worn by working painters during whole of the working period.
- (f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
- (g) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical team appointed by the competent authority.
- (h) The Department may require when necessary, a medical examination of workers.
- (i) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.

The standard sectional weights referred to as standard tables in para 5.3.3. in specifications for work 1977 Vol-I to be considered for conversion of length of various sizes of M.S. bars and for steel bars into weight are as under :-

Size (Diameter) mm (1)	Weight Kg/m (2)	Size (Diameter) mm (3)	Weight Kg/m (4)
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.994
16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424
22	2.985		

Issue of steel diameter above 10 mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However, for bars M.S./Tor steel up to and including 10 mm the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard co-efficients given above and the contractor's account will be debited by the cost of this modified quantity only. The discretion of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

## SPECIAL CONDITIONS APPLICABLE FOR ROAD WORKS

### Construction Equipment

- 1.1 The methodology and equipment to be used on the project shall be described by the Contractor to the Engineer well in advance of commencement of work and approved in writing and at the price to its adoption and use.
- 1.2 The Contractor shall give a list of the equipment to be used, ensuring compliance with the laid down specifications and tolerance to the satisfaction of the Engineer in the nature, sequence of work, if so desired by the Engineer.
- 1.3 All equipment provided shall be proven efficient and shall be operated and maintained at all times in a manner acceptable to the Engineer.
- 1.4 No equipment or personnel to be used via Road works shall be used for any other purpose.

### 2) Work Program and Methodology of Construction

The Contractor shall furnish his program of construction for execution of the work within the stipulated time schedule together with methodology of construction and the nature of work for the approval of the Engineer before commencement of work.

### 3) Revised Program of Work in case of Slippage

In case of slippage from the approved work programme at any stage the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

### 4) Action in case of Disproportionate Progress

In case of extremely poor progress of the work at any particular stage of work within the opinion of the Engineer caused to take place by any cause other than natural causes, the Engineer will get it accelerated to make up the slippage and other means available for the additional cost incurred. The Contractor shall submit a written report to the Engineer in writing about the action to be taken by him.

### 5) Setting out

Setting out the work as specified in clause 109 of Ministry's Specifications for Road and Bridge works and Revision thereof shall be the job of the Contractor.

### 6) Public Utility

Action respect of public utilities shall be taken by the contractor as envisaged in clause 110 of Ministry's Specifications for Road and Bridge works and Revision thereof.



### 7) Arrangement for traffic during Construction :

Action for arrangement for traffic during construction will be taken as per the Contract documents envisaged in the contractor documents and spell out clause 107 of Ministry's Specifications for Road and Bridge Works (4<sup>th</sup> Revision).

### 8) Quality Control :

The onus of achieving quality of work will be on the contractor who will act in accordance as stipulated in Section 900 of Ministry's for Road and Bridge works (4<sup>th</sup> Revision).

### 9) Ministry's Specifications for Road and Bridge Works (4<sup>th</sup> Revision) :

The Ministry's Specifications for Road and Bridge Works (4<sup>th</sup> Revision) will be part of the Contractor documents and the Contractor will be legally bound by the same in all matters and no such specifications unless and otherwise specifically relaxed or waived whole or partly through a special clause in the contract document.

### 10) Documentation :

The contractor will prepare drawings of the work as per the contract documents and submit the same with three copies to the Engineer who will verify and certify the same. As-built drawings and drawings of drawings shall then be prepared by the Contractor and submitted in triplicate to the Engineer in duplicate of the same to the Engineer for record and reference purposes.

11) The contractor shall make his own arrangement to provide the Bitumen required for the work from approved public sector refineries such as IOC, BP, HPCL etc., and produce the same to the Engineer - in - charge. The materials so received shall be used as and when used.

12) The use of rubber modified bitumen shall be as per the specifications of M.O.R.T. & W.

13) The contractor shall use "Electronic Sensor Paver" for road works.



MEMORANDUM FOR THE RECORD  
FISCAL DEPARTMENT

DATE: 1/15/2004

SUBJECT:

RE: [Illegible text]

1/15/04

[Illegible text]

[Illegible text]

[Illegible signature and text]



## ADDITIONAL CONDITIONS

1. The rate for all items of work shall unless clearly specified otherwise include cost of all labour, materials and other inputs involved in the execution of item.
2. (a) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature enclosed with the standard form shall be adopted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.  
  
(b) In case of extra and substituted items of work for which abbreviate nomenclature is not provided in the agreements, the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bills.
3. For all doors and windows, whether factory made or otherwise, cleats and rubber buffers 30 mm dia. shall be provided as directed by the Engineer-in-Charge and the rate for the shutter item shall include the cost of providing such wooden cleats and buffers.
4. For those doors where hydraulic door closer is provided only wooden cleats need not be provided and no reduction in rate shall be made for the same.
5. The particle board shutter shall be provided, with teak wood lipping (beading) at the edges to which hinges are fixed, without any extra cost.
6. For works where items of aluminium doors, windows etc., are specified, the grade of anodic coating to be provided in accordance with Table I of IS : 1868-1968 together with reference to IS : 5523-1969.
7. Where hydrated lime is available, this can be used on the works and the places where hydrated lime is not available, lime concrete will be prepared by the traditional method of slaking the lime, preparing the lime putty etc.
8. (a) Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by the statute, after the date of receipt of tenders, and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid provided such payment, if any, is not, in the opinion of the Engineer-in-Charge (Whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of Yanam Municipality and further shall furnish such other information/document as the Engineer-in-Charge may require.

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

9. Stipulated materials shall be issued for use at site of work for all the items where such materials are required. For factory made products like precast cement tiles, precast hollow concrete blocks, precast foam concrete blocks, precast RCC pipes etc., stipulated materials shall not be issued.

10. While execution of the work, the contractor shall in such a way that the normal functioning of the premises is not disturbed.

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

12. The item of Antitermite treatment shall be executed through a specialized firms.

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

*From reputed firms having annual turnover of not less than one million rupees*

14. The contractor shall procure 43 grade cement having ISI mark and stores it in the site godown as per the guidelines specified in the CPWD specification 1996 Vol-II under double lock system. The paid voucher of the cement procured shall be produced to the Engineer-in-Charge. The cement procured shall be got tested before use.

15. The contractor shall make his own arrangements to provide the Bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL etc., and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.

16. Necessary test certificates should be produced from the approved laboratory for the quality of materials.

17. Defective materials will be rejected and the same have to be reparable by the contractor at his own cost.

18. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the Engineer-in-Charge. The name of contractor, name of work and agreement number should be clearly noted in the original vouchers.

19. The test specimens shall be provided at free of cost by the contractor.

20. As per circular No. 339/PW/EE(D)/F.No. 213/02/03 dt. 10-10-02. The cost of samples and all other incidental charges such as packaging transportation to the laboratory, etc., shall also be borne by the contractor. The testing fee shall be paid by the Engineer-in-Charge if the materials pass the test.

21. The test for cement has to be conducted for every <sup>1000</sup>~~200~~ bags or part. The test for steel has to be conducted for every consignment of 20 tonne or part thereof for each size/dia.

## **ADDITIONAL CONDITIONS—II**

### **ADOPTION OF PSR ABBREVIATED NOMENCLATURE - 2002**

As per Chief Engineer's Circular No. 378/PW/EE(D)/AE(C)/F. No. 286/2002-03, dated 30-10-2002 the Pondicherry Schedule of Rates Abbreviated Nomenclature 2002 for buildings and road works shall be adopted in the recording of measurements and preparation of running account bills, etc., wherever applicable as per CPWD Manual Vol. II, Para 7.14.1 to 7.14.6.

## PARTICULAR SPECIFICATIONS

1. The work executed shall be measured as per metric dimensions given in the schedule of quantities. The FPS units wherever indicated in the drawings are for guidance only.

2. Unless otherwise specified, all the rates quoted by the contractor shall be for items of work at all levels and heights of the building.

3. The work shall be executed as per the C.P.W.D. specifications 1977 Vol.I and Vol.II (with correction slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.

4. All stone aggregate, sand etc., shall be obtained only from quarries or other sources approved by the Engineer-in-Charge.

All materials shall be got approved by the Engineer-in-Charge before they are actually procured and used at site.

5. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the Engineer-in-Charge and sand conforming to these gradings only shall be used on the work.

6. Necessary washing, screening, etc., of metal and sand shall be done at site as per requirements of the Engineer-in-Charge.

7. Bricks shall have crushing strength of class designation.

8. The work of water supply and internal sanitary installations and drainage shall be carried out as per bye-laws of the local Municipal body.

9. All manufactured materials used on the work shall have ISI mark. In case of materials for which no manufacturer has been licensed to manufacture the materials with ISI marking, the material shall conform to the provisions of C.P.W.D./MOST/IRC/CPHEEO specifications or the ISI code (in the absence of C.P.W.D. specifications or other specification mentioned above for any particular material). In the case of all materials, tests shall be conducted to ensure that they conform to the specifications of codes mentioned above.

10. All materials which are to be tested before use on the work should be procured at least 2 months before use on the work so that enough time is available for testing them before they are actually used.

11. The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor. The testing fee shall be paid by the Engineer-in-Charge if the material passes the test.

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

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

13. Before receiving final payment for the work, contractor shall give an undertaking to the effect that at his own cost, he will rectify the defects in walls, roof like leakage, cracks etc. which may come to light during the first monsoon after the completion of the work and for this purpose part of the security deposit which may be deemed reasonable by the Engineer-in-Charge shall be retained till the first monsoon is over as security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of part of the security deposit shall not invalidate the contract.

The timber to be used on the work shall be of first class wood of species mentioned in the particular item. The timber shall be kiln seasoned as per B.I.S. 1141 - 1973 and shall be treated with non-leachable type preservative by vacuum pressure method as per B.I.S. 401 - 1982.

#### **FACTORY MADE PANELLED SHUTTERS FOR DOORS**

14. The shutters shall be fabricated generally as per I.S. 1003 (Part I) - 1977 and as per Architect's drawings. The timber to be used shall be of first class wood of species mentioned in the particular item which shall be kiln seasoned and preservative treated. The panels shall be as specified in the item number. Samples of shutters shall be got tested as per I.S. 1003 (Part I) - 1977. The rate quoted for the item shall include the element of cost of shutter to be sent for testing and no claim on this account shall be entertained at a later date.

15. Pressed clay tiles to be used on the work shall conform to I.S. 2690 (Part I) - 1975. However, the water absorption of the tiles when tested by the method described in the Appendix 'A' of the said I.S. 2690 (Part I) 1975 shall not exceed 18% (Eighteen per cent.).

16. Shahabad stone slabs, marble slabs etc. on treads and risers of steps and shelves shall be in single pieces.

#### **P.V.C. PIPES INTERNAL WORK AND EXTERNAL WORK**

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

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

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

19. For aluminium doors, fixed glazing, fixed windows, sliding windows, lower type ventilators and partitions etc. all aluminium sections shall be to the required size, thickness and weight as shown in the relevant Architect's Drawings.

20. The weight of stays given in para 9.23.20 of C.P.W.D. specification 1996, Volume I shall be for cast brass stays only.

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

Casement stays (Straight peg type)	Mild steel with tolerance of plus or minus %	Anodized aluminium with tolerance of plus or minus %
(a) 300mm long	0.13 kg./each	0.06 kg./each
(b) 250mm long	0.10 kg./each	0.05 kg./each
(c) 200mm long	—	0.04 kg./each

The casement window fasteners

0.155 kg./each

# FORM OF PERFORMANCE SECURITY

## BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "The Government") having <sup>agreed</sup> ~~agreed~~ under the terms and conditions of agreement No. .... dated ..... made between ..... and ..... (hereinafter called "The said Contractor(s)" ..... for the work (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We ..... (hereinafter referred to as "the Bank") hereby (indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. .... (Rupees ..... only) on demand by the Government.

2. We ..... do hereby undertake to pay the amounts due ..... (indicate the name of the Bank) and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We ..... further agree that the guarantee herein (indicate the name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We..... further agree with the Government that  
(indicate the name of the bank)

the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We..... lastly undertake not to revoke this guarantee except  
(indicate the name of the Bank)  
with the previous consent of the Government in writing.

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

Dated .....the.....day of .....  
for.....  
(indicate the name of the Bank)

**AFFIDAVIT**

*(to be taken by the contractor on a non-judicial stamp paper before a  
First Class Magistrate)*

I/We have submitted Bank Guarantee for the work.....(name of work)  
in letter No. ....dated.....from.....  
(name of bank) to the Executive Engineer.....  
towards performance guarantee of security deposit in cash. This Bank Guarantee expires on  
..... I/We undertake to keep the validity of the Bank Guarantee in tact by getting it  
extended from time to time at my/our own initiative up to a period of.....months  
after the recorded date of completion of the work or as directed by the Engineer-in-Charge.

I / We also indemnify the Government against any losses arising out of encashment of the Bank  
Guarantee, if any.

**Note :** This Affidavit is to be given by the executant before a First Class Magistrate.

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