W.O. No. 12/EE/SED-XI/DDA/A/2007-08 dt. 23/8/07

Name of work: Deposit work: 15 BGDA SH: Restoration of roads, foot path & other services damaged by MTNL near Ansal Chamber-II PNB & Bhikaji Cama Place

Agency: M/s Arch Constns
Estt. Cost: Rs 81985/- @ Item Rate
Tendered Amt.: Rs 99570/-
Time: 10 days
D.O.S. 23/8/07
D.O.C. 1-9-07

के०लो०नि०वि० 11अ

भारत सरकार

केन्द्रीय लोक निर्माण विभाग

राज्य

मण्डल

उप-मण्डल

कार्य-आदेश

करार का ज्ञापन आज दिनांक .... सन ....को एक पक्ष के रूप में .... आत्मज .... निवास-स्थान .... जिसे अब इसके बाद ''ठेकेदार'' (जिसे पद में, जहां संदर्भ से आवश्यकता हो, उसके वारिस, कारकुन, प्रशासक और समनुदेशिती शामिल होंगें) कहेंगे और दूसरे पक्ष के रूप में उप-मण्डल/मण्डल अधिकारी..................के माध्यम से भारत के ''राष्ट्रपति'' जिन्हें अब इसके बाद ''राष्ट्रपति'' (जिसे पद में, जहां संदर्भ से आवश्यकता हो, उनके उत्तराधिकारी और समनुदेशिती शामिल होंगें) कहेंगे, के बीच हुआ ।

इसके अन्तर्गत यह निम्न अनुसार करार किया जाता है:

Executive Engineer
South Eastern Division-XI
D.D.A. Vikas Sadan, N. Delhi

1. इसके साथ लगी अनुसूची-1 में लिखी हुई दरों पर निकाली हुई रकम, जो इसके साथ लगे विनिर्देशों और विशेष अनुदेशों में लिखे हुए कार्य (जिसे अब इसके बाद कार्य कहेंगे) ठेकेदार पूरा करने के ....महीने के अन्दर राष्ट्रपति द्वारा ठेकेदार को दी जाएगी, प्राप्त करने के लिए ठेकेदार कार्य को अत्यन्ता, तत्परता, सावधानी ओर यर्थाथतापूर्वक कुशलता से..................की तसल्ली के अनुसार करेगा और इसकी प्रस्तुति की तारीख से .... महीनों के अन्दर उसे पूरा करेगा ।

2. उप-मण्डल/मण्डल अधिकारी..................(जिसे इसके बाद ''उप-मण्डल/मण्डल अधिकारी'' कहेंगे) समय-समय पर ठेकेदार को इसके साथ लगी अनुसूची-2 में लिखी हुई सामग्री देगा और इस प्रकार दी हुई सामग्री की कीमत उस रकम से गुजरा कर लेगा या काट लेगा जो इस करार के अन्तर्गत ठेकेदार को उस समय देय हो या उसके बाद देय हो जाए; शर्त यह भी है कि उप-मण्डल/मण्डल अधिकारी कार्य पूरा होने के पहले या बाद या करार पहले ही समाप्त हो जाने पर ठेकेदार से वह अधिशेष सामग्री वापस लेने को बाध्य न होगा जो ठेकेदार ने शुरू में मंगाई हो या भारत सरकार के केन्द्रीय लोक निर्माण विभाग (जिसे इसके बाद ''विभाग'' कहेंगे) द्वारा उसे जारी की गई हो । किंतु उप-मण्डल/मण्डल अधिकारी को यह अधिकार होगा कि वह चाहे तो पूर्वोक्त सामग्री, जो कार्य की आवश्यकता से अधिक है,स्थानीय प्रचलित बाजार-दरों पर खरीद ले; इसमें शर्त यह भी है कि विभाग द्वारा दी गई सामग्री के लिए यह कीमत किसी भी हालत में उससे अधिक न होगी जो विभाग ने आरम्भ में ठेकेदार से वसूल की है । ठेकेदार कोई भी सामग्री जो उसे कार्य में इस्तेमाल करने के लिए दी गई है,उप-मण्डल/मण्डल अधिकारी की लिखित पूर्वानुमति प्राप्त किए बिना कार्यस्थल से न हटाएगा ।

3. यदि राष्ट्रपति कार्य के निष्पादन के दौरान ठेकेदार को कोई आंतरिक भुगतान करेंगे तो यह राशि ऐसी रकम या रकमों से,जो ठेकेदार को पूर्वोक्त कार्य पूरा हो जाने पर शोध्य हो जाए, काटी जा सकेगी । ऐसे सभी अंतरिम भुगतान के बिलों से उनकी कुल कीमत का 10 प्रतिशत काट लिया जाएगा और यह कटौती की राशि ठेकेदार को जब कार्य पूरा होने पर अंतिम भुगतान किया जाएगा, तब वापस कर दी जाएंगी ।

4. ठेकेदार को देय संदाय, यदि वह चाहे तो, सीधे उसको किए जाने के बजाए उसके बैंक को किए जा सकते हैं परन्तु यह तब जब कि ठेकेदार भारसाधक अधिकारी को (1) संदाय प्राप्त करने के लिए बैंक को प्राधिकारी प्रदान करने वाले मुख्तारनामे जैसी वैध रूप से मान्य दस्तावेज के रूप में प्राधिकारी दे, और (2) उस हिसाब की शुद्धता के बारे मे अपनी स्वीकृति दे जिसमें सरकार द्वारा उसको शोध्य राशि बताई गई या भारसाधक अधिकारी द्वारा हिसाब या दावे के, बैंक को संदाय करके निपटाए जाने से पहले सरकार को प्रस्तुत किए गए बिल या अन्य दावे पर अपने हस्ताक्षर दिखाए । ऐसे बैंक द्वारा दी गई रसीद संदाय के लिए पूर्ण और पर्याप्त उन्मोचन होगी किन्तु ठेकेदार को, जहां संभव हो, सम्यकतः रसीदयुक्त और उन्मोचित बिल अपने बैंकरो की मार्फत प्रस्तुत करने चाहिए ।

C.P.W.D. 11A

GOVERNMENT OF INDIA

CENTRAL PUBLIC WORKS DEPARTMENT

State

Division

Sub-Division

WORK ORDER

MEMORANDUM OF AGREEMENT made on 23rd ....day of August 07 ....between ES & Contr ....son of ....here in after called "the contractor" (which expression where the context so admits shall include his heirs, executors, administrators and assigns) of the one part AND the President of India acting through the Sub-Divisional/Divisional officer hereinafter called "the President" (which expression where the context so admits shall include his successors and assigns) of the other part.

WHERE IT IS AGREED AS FOLLOWS:

1. That in consideration of a sum to be calculated at rates set forth In Schedule I hereto annexed and to be paid to the contractor by the President within............months of the completion by the contractor of the works set forth in the specifications and special instructions hereto attached (and hereinafter called the "Works") the said contractor workmen like manner to the satisfaction of ....and shall complete the same within..........10 days..........~~months~~ from the date of these presents.

2."That the Sub-Divisional/Divisional Officer..............(here in aftercalled"the Sub-Divisional Officer") shall from time to time supply the contractor with materials as shown in Schedule II attached here to and the value of the material so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under this agreement or others wiser provided that the Sub-Divisional/Divisional Officer will not be bound to take back from the earlier termination of this agreements surplus materials which were originally procured by the contractor or were issued to him by the Central Public Works Department of the Government of India (hereinafter called "the Department") but Sub-Divisional/Divisional Officer shall have the option of purchasing and of the aforesaid materials surplus to the requirements of the works at the local prevailing market rates, provided shall not in any case exceed that originally charged by the Department .The contractor shall not removed from the site of the works any of the materials supplied to him for use on the works without previous sanction obtained in writing from the Sub-Divisional/Divisional Officer.

3. That if the President shall made to the contractor any payment on account during the execution of the works the same will be, liable to be deducted from such or sums as may be payable to the contractor on completion of the works as aforesaid. A deduction at the rate of ten percent on their total value will be refunded to the contractor when the final payment is made on the completion of the works.

4. That payments due to the contractor may, if so desired by him. Be made to his bank instead of direct to him, provided that the contractor furnishes to the Sub-Divisional/Divisional Officer (I) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment, and (2) his own. Acceptance of the correctness of the account made out as being due to him by Government or his signature in token of receipt on the bill or other claim preferred against the Department ,, before settlement by the Sub-Divisional/Divisional Officer of the account or claim by payment to the bank .While the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipt and discharged through his bankers.

SCHEDULE OF QUANTITIES

NAME OF WORK : DEFOSIT WORK 15 BGDA

SUB-HEAD : Restoration of roads, footpath & other services damaged by MTNL Near Ansal Chamber-II, PNB at Bhikaji Cama Place.

S.No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1.	Earth work in excavation in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm. On plan) i/c dressing of sides and ramming of bottoms, lift upto 1.5 m including getting out the excavated soil and disposal of surplus excavated soil as directed within a lead of 50m. (a) All kinds of soil	13.00	Cum	120-00	1560-0
2.	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering. All work upto plinth level. (a) 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone agg. 20mm nominal size)	6.00	Cum	2600-00	15600-00
3.	Providing and fixing CC Kerb Stone of size 300x300x150mm with or without cavity of kerb stone and fixing florascent stickers as & where required and manufactured by using M.25 grade cement concrete using shutter grip mouls by vibro compaction process so as to achieve shutting finish on front face as per sample approved. (Engineer in charge i/c fixing in cement mortar 1:3 (1 cement : 3 coarse sand) and putting mortar 1:3 (1 cement : 3 fine sand) i/c drainage openage opening where required (stickers to be paid separately) as per direction of Engineer-in-charge	15.00	Mtr.	210-00	3150-00
4.	Constructing brick masonary manhole in cement mortar 1:4 (1 cement : 4 coarse sand) RCC top slab with 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) foundation concrete 1:4:8 mix (1 cement : 4 coarse sand : 8 graded stone aggregate 20mm nominal size) inside plastering 12mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement complete as per standard design inside size 120x90cm and 90cm deep including CI cover with frame (heavy duty) 560mm internal dia total weight of cover and frame to be not less than 208 kg (wt. Of cover and frame to be not less than 208 kg (weight of cover 108kg and weight of from 100kg) (a) With F.P.S. bricks with class designation 75	2.00	Each	7800-00	15600-00

5.	Kota stone slab flooring over 20mm (average) thick base laid over jointed with grey cement slurring mixed with pigment to match the shade of i/c rubbing and polishing complete with base cement mortar of 1:4 (1 cement : 4 coarse sand) (a) 25mm thick	74.00	Sqm	580-00	42920-00
6.	Providing and laying machine moulded stam cured cement concrete paving blocks of size 30x30x5cms thick factory made as per approved design and pattern complete using M-30 grade concrete mix laid over 20mm thick base mortar 1:4 (1 cement : 4 coarse and) with joints 12mm wide filled with same mortar i/c cleaning curing etc. complete as per direction of Engineer-in-charge. (a) Gray/ Red colour paving blocks.	36.00	Sqm	540-00	19440-00
7.	Carriage of Malba/ buiding rubbish by mechanical transport i/c loading, unloading upto 15km lead as per direction of Engineer-in-charge.	13.00	Cum	100-00	1300-00
				Total Rs	99570-00

NOTE :-

(i) CEMENT 3.75 M.T @Rs. 4600/- Per M.T

Executive Engineer
South Eastern Division-XI
D.D.A. Vikas Sadan, N. Delhi