



कलाक्षेत्र प्रतिष्ठान

KALAKSHETRA FOUNDATION

THIRUVANMIYUR, CHENNAI- 600 041 PH- 044- 24524057 / 0836

NOTICE INVITING TENDER

ENQ.NO-13/2018-2019/EM Dt-19.09.2018

TENDER DOCUMENT FOR

**PROVIDING TWO WHEELER PARKING SHED
AT BTHS SCHOOL CAMPUS**

OF

KALAKSHETRA FOUNDATION,

THIRUVANMIYUR

CHENNAI – 600041

PH- 044 – 24524057 / 0836

E-Mail: tender@kalakshetra.in

Website: www.kalakshetra.in



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Kalakshetra Foundation, an Autonomous Body under the Ministry of Culture, Govt. of India, invites sealed tenders, in the enclosed format (Annexure -I) from the registered contractors (CPWD/State PWD/Railway/MES/BSNL/Reputed Central or State PSUs/Autonomous Body/similar govt. agencies undertaking construction work of similar nature) for "PROVIDING TWO WHEELER PARKING SHED AT BTHS SCHOOL CAMPUS" of Kalakshetra Foundation, Thiruvanmiyur, Chennai- 41.

The sealed tenders along with proof of registered certificate, GST.No, PAN NO, REGN.NO should reach the Director, Kalakshetra Foundation, Thiruvanmiyur, Chennai- 41, on or before **15/10/2018** up to **1.00 p.m.** by post or by hand delivery and same will be opened on the same day **at 3.00 pm** itself in the presence of the tenderer or his/ her representatives if they chose to attend. Late/delayed tenders received, due to any reason whatsoever will not be accepted under any circumstances.

In case bidders need any clarification/assistance may contact Estate Manager on any working day during the office hours and can be contacted at 044- 24524057/ 0836.

1.	Name of the work	" PROVIDING TWO WHEELER PARKING SHED AT BTHS SCHOOL CAMPUS OF KALAKSHETRA FOUNDATION "
2.	NIT No	ENQ.NO-13/2018-2019/EM Dt-19.09.2018
3.	Tender documents	The tender documents are to be downloaded either from the Foundation's website at www.kalakshetra.in or www.eprocure.gov.in from 19.09.2018, 10 AM onwards. If there is any difficulty in downloading the documents, same can be collected from the Foundation's Office free of cost on any working day between 10 AM to 5 PM till 12.10.2018, 5 PM.
4.	Pre-bid meeting if required	08.10.2018 at 3 PM (the meeting will be held only if required)
5.	Last date and time for receipt of completed Tenders	15.10.2018 up to 01.00PM
6.	Date and Time of Opening	15.10.2018 at 03.00PM
7.	Estimated cost put to bid Rs.	1,11,107-00
8.	Amount of Earnest Money Deposit (EMD)	Rs.2,300-00 (two thousand three hundred only)
9.	Period of completion	30 days (thirty)

The Kalakshetra reserves the right to accept or reject, wholly or partly, any or all the applications without assigning any reason whatsoever. Kalakshetra decision in this regard will be final and binding on all applicants.

This issues with the approval of the competent authority

For KALAKSHETRA FOUNDATION



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INSTRUCTIONS TO THE TENDER:

1. The intending bidder must read the terms and conditions carefully. He/she should only submit has bid if he/she considers himself eligible and he/she is in possession of all the documents required.
2. The intending bidder must have registered in the appropriate class in CPWD/State PWD / Railway /MES/BSNL/Reputed Central or State PSUs/Autonomous Body/similar govt. agencies undertaking construction work of similar nature.
3. The sealed envelope must be super scribed "PROVIDING TWO WHEELER PARKING SHED AT BTHS SCHOOL CAMPUS OF KALAKSHETRA FOUNDATION." with tender inquiry number and its due date.
4. The tender document should be filled in English and all entries should be typewritten or handwritten but there should not be any overwriting or cutting. Corrections, if any, shall be made by neatly crossing out, initialling, dating and rewriting.
5. The price/rate quoted should be indicated in words as well as in figures. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the tenderer does not accept the correction of the errors, the bid shall be rejected.
6. All pages provided in the tender document shall be numbered and submitted as a package along with forwarding letter on agency's/firm's letter head with signed and sealed before their submission.
7. Rates should be quoted as shown in format schedule and all applicable taxes and duties levied by government should be clearly mentioned by tenderer separately.
8. Tenders qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
9. The instructions given herein will be strictly binding on the tenderers and deviation, if any, not acceptable to the Kalakshetra Foundation, will make the tender or tenders liable to be considered invalid. Tender(s) incorporating additional conditions by the tenderer(s) are liable for rejection.
10. At any time, prior to the date of submission of bids, Kalakshetra Foundation for any reason, whether at its own initiative or in response to clarification(s) sought by prospective bidders, may issue clarifications by amending the bid documents. All such amendments shall be notified and intimated by e-mail to all the tenderers. All such amendments have to be considered as mandatory constituent part of the tender document.
11. The tenderers shall fill up the (Part I) in prescribed format and submit the same duly signed on all pages and sealed as a token of their acceptance. Incomplete tenders i.e. "Part-I" without all the supporting documents, EMD and duly filled in, copy of valid trade license, copy of contract registration, Copy of GST registration & PAN.NO certificate, Address proof of the firm signed and stamped with official seal in all the pages will be rejected straightway without any reference to the tenderers.



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12. The tenderers shall quote their rate in percentage above or below the cost mentioned in the schedule of quantities (Financial Bid) and submit the same duly signed and sealed. Overwriting in the Financial Bid is not permitted and shall be rejected straightway without any further reference.
13. Conditional tenders shall not be accepted.
14. Tenders submitted via electronic transmission or through e-mail shall not be accepted.
15. In case the last date of receipt/opening of tender is declared as a holiday, the tenders shall be opened on the next full working day.
16. The authorities of Kalakshetra Foundation do not bind themselves to accept mere lowest tender and reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.
17. The bids shall be valid for a period of 180 days from the date of opening of the tender.
18. 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.
19. Tender is not transferable. One tenderer shall submit only one tender.
20. Tenderer signing the tender must clearly, specify whether he/she is signing as Sole Proprietor, Authorized person, Partner, under Power of Attorney or as Director/ Manager/Secretary etc., as the case may be.
21. In case the tenderer fails to submit any of the required documents as per tender document or found unsuitable to execute the tendered job shall not be considered and shall be rejected straight away without any further reference.
22. The successful contractor shall not transfer wholly or partially the order of work to any other person(s) / firm / company for any reason whatsoever and in which case the order shall automatically stand cancelled.
23. Tender document submitted by the participants should be concise and contain only relevant information as required under this tender.
24. The participant would be responsible for all of its expenses, costs and risks incurred towards preparation of the tender document, attending any pre-bid meeting and visiting the site or any other location in connection therewith. Kalakshetra Foundation shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the tender process.
25. Specifications to be followed for execution of work for Civil Work: CPWD specifications 2009 Vol. I to II with up to date correction slips.



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GENERAL TERMS AND CONDITIONS

1. The successful tenderer shall start work within 4 (four) working days from the date of award of work. The duplicate copy of the award letter duly signed with official stamp on all the pages to be submitted as a token of acceptance of the order.
2. The contractor shall also arrange for proper storage of the accessories at site and will be responsible for their watch ward.
3. The site of work shall always be kept neat and clean and all building rubbish shall be periodically removed from the premises to avoid nuisance to occupants.
4. All precautions not to damage the KF property shall be taken by the contractor. If any damage is caused to any structure etc. the same shall be made good by the contractor at his cost to the satisfaction of KF authority.
5. No payment will be made to the contractor for damage caused by rains during the execution of the works and no claim on this account will be entertained.
6. The work shall be carried out using metric dimensions only and shall be measured and paid in metric dimensions. F P S units, if any, mentioned in drawings etc are for guidance only.
7. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of tenders.
8. Unless otherwise specified in the schedule of quantities the rates for the various items are for all heights and locations.
9. Unless otherwise specified in the schedule of quantities the rate for the items of the work shall be considered, as inclusive of pumping out or bailing out water, if required, for which no extra payments will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high or due to any other cause whatsoever.
10. The tenderer shall study the item description, the relevant drawings and satisfy him the item of work to be carried.
11. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub-head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer. Rates mentioned in financial bid in this percentage tender should not be altered.
12. The contractor shall produce the copy of the current validity of the BIS certification of the agency from whom materials was procured by the contractor. BIS marked materials shall also be got tested. The materials and the quantity for which tests to be conducted shall be decided by the KF authority.



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13. The contractor shall take instructions from the KF authority for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services compound walls are to be constructed.

14. Some restrictions may be imposed by the security staff etc., on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.

15. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.

16. It shall be deemed that the contractor shall satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp etc. The KF will bear no responsibility for lack of such knowledge and the consequences thereof.

17. Water Supply: The Contractor has to make his own arrangements for water required for the work at work sites. If the supply is arranged by the KF, 1% of the value of the work done will be recovered from final bill.

18. Electrical Power: The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the TNEB at his own cost. If the supply is arranged by the KF, necessary Tariff rates shall have to be paid based on the actual consumption.

19. General Terms of payment: -

a) The rate quoted should be percentage.

b) Tender should be submitted in sealed cover along with the Earnest Money of INR 2300/- (Rupees two thousand three hundred only). The EMD is to be furnished in the form of Account Payee Demand Draft/ Fixed Deposit Receipt /Banker's cheque/BG from any of the schedule bank/ Nationalised Bank drawn in favour of KALAKSHETRA FOUNDATION payable at Chennai. In case of entities exempted from EMD, certificate may be furnished. EMD in any other form will not be accepted as valid EMD. EMD submitted by other bidders will be returned within 15 days after the award of contract. No interest will be paid on the Earnest Money deposited with the Kalakshetra Foundation. Earnest Money deposit in respect of the successful tenderer will be retained with the Kalakshetra Foundation until entire work as per terms and conditions of the tender is completed. If the successful tenderer fails to execute the order strictly as per the terms and conditions of the tender, EMD shall be forfeited forthwith after cancellation of the concerned order.

c) No advance/part payments shall be released. Payment to the successful contractor will be paid at the end of successful completion of work on submission of final bill of quantities (BOQ) along with detailed measurements. Payments will be made either by cheque or RTGS/NEFT within 10 (Ten) working days only after the satisfactory completion of work.

d) 2% (Two) Retention amount on the total value of work will be deducted at the time of passing the



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bills. The retention amount withheld by KF will be returned at the end of defects liability period of one year. No interest will be paid for the retention amount.

e) Income Tax, GST whichever is applicable at the prevailing rates as applicable from time to time shall be deducted as per extant rules. Quoted rates shall be inclusive of applicable GST. Failing which it shall be presumed that the prices include all such charges and no claim for the same will be entertained.

f) Revision of rates will not be permitted for any reason including during the extended period.

g) In the event of failure of work action will be taken to rescind the work and the work will be get through other agencies at contractor's risk and cost.

h) Deduction of any liability/damages incurred on behalf of the Service Provider/Contractor in the discharge of his/their obligations under this Tender.

i) During the progress of work, the Contractor/representative shall remain in touch with the Kalakshetra Foundation authorities and ascertain from them whether any excess over sanctioned cost is anticipated and/or has already occurred.

20. Time of Completion: - Time is the essence of the contract. If contractor fails to complete the work within stipulated period, Liquidated Damage (L.D.) @1% of actual contract amount per week shall be recovered from the bill of the successful tenderer subject to a maximum of 10% of the contract amount.

21. Deviation limits to be mentioned:

a) Deviation Limit for works above plinth level 30%

b) Deviation Limit for items in earthwork Subhead of DSR or related items: 100%

22. In case of Extra / Substituted Item the rate is to be worked out as follows.

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

23. In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para. (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted). (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).



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24. For Deviated Quantities in the case of contract items, substituted items, contract cum substituted items, which exceed the prescribed limits laid down, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

25. TERMINATION OF AGREEMENT: - The agreement/work order herein may be terminated at any time by either party by giving a written notice of 15days to the other party.

ADDITIONAL CONDITIONS AND SPECIFICATION:- The additional specifications given below are not substitute to CPWD specifications or IS specifications. These shall be read along with CP W D specifications or IS specifications.

1. The work shall be carried out using metric dimensions only and shall be measured and paid in metric dimensions. F P S units, if any, mentioned in drawings etc are for guidance only.

2. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of bids.

3. Unless otherwise specified in the schedule of quantities the rates for the various items are for all heights and locations.

4. Unless otherwise specified in the schedule of quantities the rate for the items of the work shall be considered, as inclusive of pumping out or bailing out water, if required, for which no extra payments will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high or due to any other cause whatsoever.

5. The bidders shall study the item description, the relevant drawings and satisfy him the item of work to be carried out.

6. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. cartage, GST and stacking at required place etc.

7. The dismantling wherever required shall be done in a manner so that no other portions of the building or its fixtures are damaged. If any damage done to the building it shall be made good by the contractor at his own cost and no claim what so ever shall be entertained on this account.

8. The malba/garbage generated at site due to construction activities shall be removed from the Site to the location specified by KF.

9. The contractor shall clean the site thoroughly by removing scaffolding, surplus materials, rubbish, equipments left out of his work and shall dress the site around the building to the complete satisfaction of the KF authority before the work is treated as complete.

10. Condition for cement: The contractors shall procure 33 grade (confirming to IS : 1489(Part-I)-2015 (confirming to IS:4031) Portland Pozzolana cement as required in the work, from reputed manufacturers of cement, ACC, L&T, J.P. Rewa, Vikram, J.K. Cement, Shri Cement, Birla Jute and Cement Corporation of India etc. i.e. agencies approved by CPWD.



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11. CONDITIONS FOR REINFORCEMENT STEEL :- The contractor shall procure IS marked TMT bars of various grades from the steel manufacturers such as SAIL, TATA Steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd. or their authorized dealers having BIS license for IS : 1786- 2008 as approved from CPWD.

12. The standard sectional weights referred to shall be as in Table 5.4 in para 5.3.4 in revised CPWD specifications 2009 Vol. I will be considered for conversion of length of various sizes of TMT bars in to standard weight.

13. Special condition for structural steel (Tee, Angle, Channel, Structural Tubes and plates & R.S. Joist) The contractor shall procure Structural steel (Tee, Angle, Channel, Structural Tubes and plates & R.S. joist) from primary producers (SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd. and JSW & R.S. joist) as approved from CPWD.

14. The Contractor shall not stack building material / malba / muck/ rubbish on the land or road of the KF campus. The muck, rubbish etc. shall be removed periodically as directed by the KF authority, from the site of work.

ARBITRATION CLAUSE: - In the event of any dispute arising out of or in connection with this tender/contract/work order, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, KALAKSHETRA FOUNDATION or any other officer nominated by the Director, KALAKSHETRA FOUNDATION for arbitration whose decision shall be final and binding on the parties. The proceedings before the Arbitrator would be governed by the provision of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kalakshetra Foundation, Chennai.

The courts of Chennai will have exclusive jurisdiction for any issue/ dispute arising out of or in connection with the contract including relating to the arbitration proceedings.



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(Part-I)

ENQ.NO-13/2018-2019/EM Dt-19.09.2018

To
The Director
Kalakshetra Foundation
Thiruvanmiyur,
Chennai – 600 041.

Date:

Dear Sir/Madam,

SUB: Tender for - PROVIDING TWO WHEELER PARKING SHED AT BTHS SCHOOL CAMPUS OF KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41

With reference to your tender enquiry cited above, we are pleased to enclose the Part-I for your kind consideration (as per prescribed format).

Our Company profile

i	Name of the agency/Contractor	:	
ii	Mailing address of the agency with PIN Code	:	
iii	Status of the Agency: Proprietor / Partnership / Regd. Company / Co-op. Society		
iv	Contact details		
	Telephone numbers(s)	:	
	Fax number(s)	:	
	E-mail address	:	
	Website	:	
v	GST registration No		
vi	PAN no.		
vii	Trade license no.		
viii	Bankers and their address along with type of Account & Account No		
ix	E.M.D details		
x	Registration certificate CPWD / StatePWD/Railway/MES/BSNL/Reputed Central or State PSUs/Autonomous Body/similar govt. agencies – certified copy to be enclosed.		

We confirm that we shall abide by all the tender conditions and we do not have any additional conditions.

Thanking you,

Yours faithfully,

Signature with date and name of the signatory

Name of the Agency

(Seal of the agency)

Note: You may please attach a separate sheet as annexure for providing the details



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FINANCIAL BID DOCUMENT - (Part-II)
ENQ.NO-13/2018-2019/EM Dt-19.09.2018
(Schedule of Quantities)

The Director
Kalakshetra Foundation
Thiruvanmiyur,
Chennai – 600 041.

Dear Sir/Madam,

SUB:- Tender for - PROVIDING TWO WHEELER PARKING SHED AT BTHS SCHOOL CAMPUS OF KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41

With reference to your tender enquiry cited we are pleased to enclose the following as our financial bid for your kind consideration (as per given format).

S.No	DSR	Description of Item	Qty	Unit	Rate	Amount
1	2.8	Earth work in excavation by manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	2.8.1	All kinds of soil.	8.00	cum	166.40	1331.20
2		Supplying and filling in plinth with Quarry Stone dust under floors including, watering, ramming consolidating and dressing complete.	4.30	cum	1119.35	4813.21
	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
3	4.1.11	1:5:10 (1 cement : 5 coarse sand 10 graded stone aggregate 40 mm nominal size).	4.5	Cum	3959.70	17818.65
4	4.1.3	1:2:4 (1 cement : 2 coarse sand 4 graded stone aggregate 20 mm nominal size).	2.00	cum	5481.95	10963.90
	4.3	Centering and shuttering including strutting, propping etc. and removal of form for all heights :				
5	4.3.1	Foundations, footings, bases for columns	9.00	sqm	193.95	1745.55
6	6.38	Brick work with common burnt clay F.P.S (non Modular) bricks of class designation 5 in foundation and plinth in cement mortar 1:6 (1cement:6coarse sand)	2.00	cum	4751.65	9503.30
7		Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including, cutting, hoisting, fixing in position and applying a priming coat pf approved steel primer all complete.	360.00	kg	67.60	24336.00



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8	12.50	Providing and fixing pre-coated galvanised iron profile sheets (Size shape and pitch of corrugation as approved by the competent authority) 0.50mm (+0.05%) total coated thickness with zinc coating 120grams per sqm as per IS 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18microns. Sheet should have protective guard film of 25microns minimum to avoid scratches during transportation and should be supplied in single length up to 12metre or as desired. The sheet shall be fixed using self-screwed/self-tapping screws of size (5.5 x 55mm) with EPDM seal, complete up to any pitch in horizontal / vertical or curved surfaces excluding the cost of purlins, rafters, trusses and including cutting to size and shape wherever required.	35	sqm	550.40	19264.00
9	11.4	52 mm thick cement concrete flooring with concrete hardener topping, under layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	27.00	sqm	565.25	15261.75
10	13.1	12 mm cement plaster of mix :				
	13.1.2	1:6 (1 cement: 6 fine sand)	6.00	sqm	160.35	962.10
11	13.62	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
	13.62.1	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	25.00	Sqm	112.30	2807.50
12	15.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.				
	15.2.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	1.00	cum	997.05	997.05



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	15.7	Demolishing brickwork manually /by mechanical means including stacking of serviceable material and disposal of unserviceable material within a lead of 50metres lead as per direction of the competent authority.				
13	15.7.4	In cement mortar	0.30	cum	842.75	252.83
14		Disposal of moorum/Building rubbish / malba /similar unserviceable, dismantled or waste material by mechanical transport including loading, unloading to approved municipal dumping ground for lead upto 10km for all lifts, complete as per directions of the competent authority.	5.00	cum	209.90	1049.50
						1,11,106.53
						1,11,107.00
		Percentage above or below the estimated cost- % in Figures & words				
		Grand total in Figures & words -				

- The tenderer is need to quote the percentage only above or below or at par with the estimated cost to cover all the rates of item.
- The percentage shall be written in 2 (two) place of decimal
- Applicable GST prevailing at the time of calling tender is inclusive of the quoted rates.
- We confirm that on being successful in the tender we would take up and execute the work.
- We confirm that we will abide by all the tender conditions and we do not have any additional conditions.

Signature with date and name of the signatory
Name of the agency with seal