

APPENDICES.

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APPENDICES.

APPENDIX I.

TENDER NOTICE (LUMP SUM)

1. For and on behalf of the Governor of Tamil Nadu Tenders will be received by the Superintending/Executive Engineer,

Circle/Division at his office
p.m. on

for the work of*

upto

The tender should be in the prescribed form obtainable from the Superintending/Executive Engineer's Office. The tenders will be opened by the Superintending/Executive Engineer, Circle/Division at the place and on the date forementioned. The tenderers or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening each tender prepare statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all such corrections in the presence of the tenderer. If any of the tenderers or their agents find it inconvenient to be present at the time, then, in such a case the tender receiving officer will on opening the tender of the absentee tenderer make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of corrections without any question whatsoever.

Tenders must be submitted in sealed covers and should be addressed to the Superintending/Executive Engineer, Circle/Division, the name of the tenderer and the name of the work being noted on the cover.

2. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

3. Each tenderer must also send a certificate of income-tax verification from the appropriate income-tax authority in the form prescribed therefor. This certificate will be valid for one year from the date of issue for all tenders submitted during the period.

In the case of proprietary and partnership firm, it will be necessary to produce the certificate aforementioned for the proprietors and for each of the partner, as the case may be.

If the tenderer is a registered P.W.D. contractor and if a certificate for the current year has already been produced by him during the calendar year in which the tender is made, it is sufficient if particulars regarding the previous occasion on which the said certificate was produced are given.

All tenders received without a certificate as afore-mentioned will be summarily rejected.

4. Each tenderer must pay, as earnest money, a sum of rupees into the branch of State Bank of India or into the Government treasury or sub-treasury within the jurisdiction of the Executive Engineer concerned to the credit of Revenue Deposits on behalf of the Executive Engineer of the Division and enclose with his tender the chalan endorsed accordingly. This earnest money will be refunded to the unsuccessful tenderer on application after

intimation is sent of rejection of the tender or at the expiration of two months from date of tender, whichever is earlier. This refund will be authorised by the Executive Engineer by suitable endorsement on the chalan. The earnest money will not be received in cash or currency notes by the Public Works Department's Officers, save in exceptional cases, where there are no treasuries or banks within the jurisdiction of the officer calling for tenders. When currency notes are given, the tenderer should sign his name in full with date, on the back of all the currency notes given by him, whatever their denominations may be.

The earnest money will be retained in the case of the successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.

5. When a tender is to be accepted the tenderer whose tender is under consideration shall attend the Superintending/Executive Engineer's office before the end of the period specified by written intimation to him. If the tenderer fails to attend the Division office before the end of the period specified, his tender will not be considered. He shall forthwith upon intimation being given to him by the Superintending/Executive Engineer of acceptance of his tender make as security deposit of Rupees... in one of the forms prescribed in the Tamil Nadu Public Works Account Code and sign an agreement in the proper departmental form for the due fulfilment of the contract. This security deposit together with the earnest money and the amount withheld according to clause 64 of the General condition of contract of the Tamil Nadu Buildings Practice shall be retained as security for the due fulfilment of his contract. If a cash security deposit is made by the contractor he shall follow the procedure laid down on the preceding paragraph for payment of earnest money and such deposit will not bear interest. Failure to enter into the required agreement or to make the security deposit as defined in this paragraph shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorised to enter into contracts on behalf of Government.

6. The tenderer shall examine closely the Tamil Nadu Building Practice and also the General conditions of contract contained therein and sign the Divisional Office copy of the Tamil Nadu Buildings Practice and its addenda volume in token of such study before submitting his tender and rates which shall be for finished work in situ. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The Tamil Nadu Buildings Practice and other documents connected with the contract such as specifications, plans, descriptive specifications, sheet regarding materials, etc. can be seen at any time between 11 a.m. and 5 p.m. on office days, in the office of the Superintending/Executive Engineer, Circle/Division. A copy of the set of contract documents can also be had on payment of Rs. for each set.

7. The tenderer's attention is directed to the requirements for materials under the clause 'Materials and workmanship' in the 'conditions of contract'. Materials conforming to the Indian Standard specifications shall be used on the work and the tenderer shall quote his rates accordingly.

*To be struck out if such copies are not to be issued for sale.

8. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc., where from certain materials, are to be obtained will be given in the Descriptive Specification Sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications, or in this tender notice, or as required by the Executive Engineer in any case shall be submitted for the Executive Engineer's approval before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the Descriptive Specification Sheet, is of opinion that materials complying with the standard or other specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the Descriptive Specification sheet, he shall so state clearly in his tender and state where from he intends to obtain materials subject to the approval of the Superintending/Executive Engineer.

The Government will not, however, after acceptance of a contract rate pay any extra charges for lead or for any other reason in case the contractor is found later on to have misjudged the material available. Attention of the contractor is directed to the General conditions of contract regarding payment of seigniorage tolls, etc.

9. The tenderer's particular attention is drawn to the sections and clauses in the General conditions of contract dealing with :

1. Test, inspection and rejection of defective materials and work.
2. Carriage.
3. Construction plant.
4. Water and lighting.
5. Cleaning up during progress and for delivery.
6. Accidents.
7. Delays.
8. Particulars of payment.

The contractor should closely peruse all the specification classes which govern the rates which he is tendering.

10. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility on the correctness or completeness of this schedule and that this schedule is liable to alteration by omissions, deductions or additions at the discretion of the Executive Engineer Division, or as set forth in the conditions contract. The tenderer will, however base his lumpsum tender on this schedule of quantities. He should quote specific rates for each item in the schedule, and the rates should be in rupees and paise. The rates should be written both in words and figures and the units in words. The tenderer should also show the total of each item and the grand total of the whole contract and quote in the tender a lump-sum for which he will undertake to do the whole work subject to the condition of contract such lumpsum-agreeing with the total amount of Schedule A. This schedule accompanying the lumpsum tender shall be written legibly and free from erasures, over writings or conversions of figure. Corrections, where unavoidable should, be made by crossing out, initialing, dating and re-writing.

11. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected. Rates or lump-sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract from the conditions of contract, the drawings, specifications, or quantities accompanying same will be recognized, and if any such alterations are made, the tender will be void.

12. The tenderer should work out his own rates without reference being made to the Public Works Department current schedule of rates or to the Public Works Department estimate rates which are not open for inspection by tenderers.

13. The price at which and the source from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderers must accept the materials at these prices, and shall quote their prices for finished work accordingly. Notwithstanding any subsequent change in the market value for these materials, the charge to the contractor will remain as originally entered in the written contract. No centage or incidental charges will be borne by Government in connection with this supply.

14. The attention of the tenderers is directed to the contract requirements as to the time of beginning works, the rate of progress, and the dates for the completion of the whole work and its several parts. The following rate of progress and of proportionate value of work done from time to time as will be indicated by the Executive Engineer's certificate of the value of work done will be required. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

<i>Period after date of commencement.</i>	<i>Percentage of work completed (based on contract lump-sum amount).</i>
(1)	(2)

NOTE.—(1) The periods to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the Superintending/Executive Engineer to suit each case.

15. No part of the contract shall be sublet without written permission of the Executive Engineer nor shall transfer be made by power-of-attorney authorizing others to receive payment on the contractor's behalf.

16. If further necessary information is required, the Executive Engineer of the Division will furnish such, but it must be clearly understood that tenders must be received in order, and according to instructions.

17. The Superintending/Executive Engineer or other sanctioning authority reserves the right to reject any tender or all the tender without assigning any reason therefor.

18. Preference in the selection from among the tenderers will be given, other things being equal, to those who are themselves professionally qualified men at their cost to look after the work. The tenderers should therefore state in clear terms whether they are professionally qualified or whether they undertake to employ technical staff and if so to give the professional qualifications of the staff to be employed. In case the selected tender is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at the site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention e.g., reinforced concrete works, etc.

Note:— This paragraph should be scored out if the cost of the work involved is less than Rs. 1,00,000 (Rupees ten thousand) only.

19. A tenderer submitting a quotation which the tender accepting authority considers excessive and or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender authority accepting may decide. The tender rates should be based on the controlled price for materials if any, fixed by Government or the reasonable price permissible

for the tenderer to charge a private purchase under the provision of clause 8 of the Hoarding and Profiteering Prevention Ordinance, 1943, as amended from time to time and on similar principles in regard to labour and supervision in the construction.

20. The contractor should offer employment to ex-toddy tappers as far as possible. The number of ex-toddy tappers to whom he can offer employment should be mentioned in the tender and he should undertake in the agreement to offer such employment to such number.

APPENDIX II (a).

TENDER.

Date

The Superintending/Executive Engineer
Circle/Division

Sir,

I/We do hereby tender and, if this tender be accepted, undertake to execute the following works, viz.,

as shown in the drawings and described in the specifications deposited in the Office of the Superintending/Executive Engineer of Circle/Division with such variations by way of alterations of, additions to, and omission from the said works and method of payment as are provided for the conditions of contract for the sum of Rupees*

or such other sum as may be arrived at under the clause of the General conditions of contract relating to "Payment on lump-sum basis or by final measurement unit prices".

I/We have also completed the price list of items in Schedule 'A' annexed (in words and figures) for which I/We agree to execute the work when the lump-sum payment under the terms of the agreement is varied by payment on measured quantities.

I/We hereby distinctly and expressly declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the Tamil Nadu Building Practice and the General conditions of contract therein, and that I/We have made such examination of the contract documents and of the plans, specifications and quantities, and of the location where the said work is to be done and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations and restrictions and conditions. I/We being a registered P.W.D. contractor *enclose an income-tax verification*/have already produced an income-tax verification certificate in respect of (here particulars of the previous occasion on which the certificate was produced should be given) I/We enclose herewith a chalan for the payment of the sum of the Rupees*

* To be entered in words and figures.

If my/our tender is not accepted, this shall be returned to me/us on my/our application. When intimation is sent to me/us of rejection on or at the expiration of two months from the date of this tender whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the Government as security for the fulfilment of the contract. If upon written intimation to me/us by the Superintending/Executive Engineer's office I/we fail to attend the said office before the end of the period specified on such intimation, the tender will not be considered and if upon intimation being given to me/us by the Superintending/Executive Engineer of acceptance of my/our tender I/We fail to make the additional security deposit or to enter into the required agreements as defined in clause 4 of the tender notice, then I/We agree to the forfeiture of the earnest money. Any notice required to be served on me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to me/us (registered or ordinary) or left at me/us address given herein. Such notices shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/We fully understand that the written agreement to be entered into between me/us and the Government shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contracts on behalf of Government.

I am/We are professionally qualified and my/our qualifications are given below:—

Name.	Qualifications.
-------	-----------------

I/We will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works as require special attention (e.g.) Reinforce concrete works.—

Names of members of Technical Staff Proposed to be employed.	Qualifications.
--	-----------------

NOTE.—(a) The last two clauses should be scored out if the cost of the work involved i.e. less than Rs. 1,00,000.

(b) The tenderer should be scored out the last clause or the penultimate according as they are themselves professionally qualified or undertake to employ technical staff under them.

Contractor.

Rate of progress.

(Fill in from Tender Notice)

Extract from schedule of quantities.

(Fill in only the table from Tender Notice).

Contractor.

APPENDIX I (b).

NOTICE TO TENDERER WHOSE TENDER IS UNDER CONSIDERATION

To

ir,

In order to enable me to consider your tender for the work, you are requested to attend at* on† or within three days from during office hours for the purpose of further enquiry in connection therewith.

2. An agreement in proper departmental form will have to be signed by you if your tender is found acceptable. Please note that if you fail to attend in manner aforesaid, your tender will not be considered.

Executive Engineer, P. W. D.,
 Division.

*Name of Division Office.

†Date.

APPENDIX II (c)

To

Sir,

Your tender, dated..... is accepted for and on behalf of the Governor of Tamil Nadu subject to the corrections made therein and attested by you and me for and on behalf of the Governor of Tamil Nadu under date and subject also to the conditions that you forthwith deposit the security specified in condition 10 of the notice inviting tenders in addition to the earnest money which will be retained as part of the security deposit for the due fulfilment of the contract and that you also at the same time sign the contract documents.

2. The written agreement to be entered into between you and the Government shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement is first signed by you and then by the proper officers authorised on behalf of Government.

Executive Engineer, P.W.D.,
 Division.

Date:

N.N.—The portion underlined is to be inserted only in case where as a result of the settlement made during the "further enquiry" mentioned in the "Notice to tenderer whose tender is under consideration" the selected tenderer has been permitted or required by the tender accepting authority to make any corrections in his tenders before acceptance.

APPENDIX. III.

Articles of Agreement (Lump Sum).

ARTICLES OF AGREEMENT made this day 19 between the Governor of Tamil Nadu (hereinafter called the Governor which expression shall where the context so admits include his successors-in-office and assigns) of the one part and? off† (hereinafter called the Contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part.

WHEREAS the Government of Tamil Nadu (hereinafter called the Government) are desirous of † and have caused an estimate of probable quantities contained in Schedule A, drawings and specifications describing the work to be done to be prepared.

AND WHEREAS the said Schedule A, drawings number serially 1 to inclusive-(Schedule B)—and the specifications (Schedule-C) have been signed by or on behalf of the parties,

AND WHEREAS the Contractor has agreed to the retention by Government of the earnest money of Rupees paid by him when he submitted his tender as security for the due fulfilment of the contract to the satisfaction of the Executive Engineer, Division (hereinafter referred to as "the Executive Engineer") or the alternative as the Executive Engineer may direct, to deposit as security for the aforesaid purpose Government securities, municipal debentures, bearer debentures issued by the trustees of the port of or Post Office cash certificate of the nominal value of Rs. duly endorsed to or registered in or transferred to the name of the Executive Engineer (with the previous sanction of the Head Post-Master in the case of the last-mentioned security) as the case may require to perfect such security.

** AND WHEREAS the Contractor has deposited with the Executive Engineer, the sum of Rupees in cash as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

** AND WHEREAS the contractor, has delivered to and deposited with and endorsed over to the Executive Engineer, Government securities to the extent of Rupees of which the numbers, amounts and other particulars are set forth in the margin hereto as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

** AND WHEREAS the Contractor has endorsed over and delivered to the Executive Engineer Municipal debentures to the value of Rupees the numbers and particulars of which are set forth in the margin hereto and such endorsement has been registered in the office of as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

** AND WHEREAS the Contractor has delivered to the Executive Engineer bearer debentures issued by the Trustees of the Port of of the value of equivalent to Rupees. the numbers and particulars of which are set forth in the margin thereto as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer

** AND WHEREAS the Contractor has deposited in the Bank at the sum of Rupees in the name of the Executive Engineer and has obtained a receipt bearing No. , dated

made out in the name of the Executive Engineer and the same is now standing to the credit of the Executive Engineer and is withdrawable by him on demand as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

** AND WHEREAS the Contractor is the holder of Post Office cash certificates and Defence Savings certificates of the value of Rupees _____ which have been registered in the Post Office at _____ particulars of which are set forth in the margin hereto and whereas the Contractor has deposited with and transferred to the Executive Engineer the said certificate with the previous sanction of the Head Postmaster of _____ Post Office in which the certificates have been registered having been obtained as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

AND WHEREAS the Contractor has also signed the copy of Tamil Nadu Building Practice and addenda volume thereto maintained in the _____ Division office in acknowledgment of being bound by all the conditions of the clauses of the General Condition of contract and all the standard specifications for items of works described by a Standard Specification number in Schedule A.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in condition of contract of the Tamil Nadu Buildings Practice and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said conditions") the works shown up on the drawings and described in the said specifications and set forth in Schedule A as the "Probable quantities" and comply with the rate of progress noted at the end of this Articles of Agreement for a sum of Rupees * _____ or such other sum as may be arrived at under the clause of the general condition of contract relating to "Payment on lump-sum basis or by final measurement at unit prices".

Now it is hereby agreed as follows :—

(1) In consideration of the payment of the said sum of Rupees* _____ or such other sum as may be arrived at under the clause of the General condition of contract relating to Payment on lump-sum basis or by final measurement at unit prices, the Contractor will, upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and to the extent of the probable quantities shown in Schedule A with such variations by way of alterations of, additions to, or deductions from, the said works and method of payment there for as are provided for in the said conditions.

(2) The term Executive Engineer in the said conditions shall mean the Public Works Officer in charge of the _____ Division, who shall be competent to exercise all the powers and privileges reserved herein, in favour of the Government, † with the previous sanction of or subject to the _____ ratification by the ‡ _____ in cases where such sanction or ratification may be necessary.

(3) The arbitrator for fulfilling the duties set forth in the arbitration clause of the general condition of contract shall be Superintending Engineer of _____ Circle.

(4) Time shall be considered as the essence of the agreement, and the Contractor hereby agrees to commence the work as soon as this agreement is accepted by competent authority as defined by the Madras Public Works Department Code and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within _____ months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement "Rate of Progress" below subject nevertheless to the provisions for extension of time contained in clause 56 of the General conditions of Contract.

(5) The said conditions shall be read and construed as forming part of this agreement and the parties hereto/ will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts, respectively.

(6) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Executive Engineer, the security deposited by the Contractor as hereinbefore recited or such portion thereof as he may be entitled to under the said condition shall be returned to the Contractor.

In witness whereof the Contractors † _____ has hereunto set his hand and ‡ _____ on behalf of _____ any by the order and direction of His Excellency the Governor of Tamil Nadu has hereunto set his hand the day and year first above written.

Signed by Contractor :—

Address :—

In the presence of witness :—

Signed by on behalf of Government :—

Designation :—

In the presence of witness :—

Rate of Progress.

The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Executive Engineer's certificate of the value of work done will be required.

Date of commencement of this programme will be the date on which the site (or premises) is handed over to the Contractor.

Period after date of commencement.	Percentage of work completed (based on contract lump-sum amount).
(1)	(2)

NOTE.—The periods to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the Executive Engineer to suit each case.

NOTE.—Of the six recital clauses relating to the additional security marked ** the one suitable to the kind of security actually deposited should be retained and the rest scored outwith the attestation at the time of execution of the agreement.

† Contractor's name.

‡ Name and designation.

* To be entered in words and figures.

† Rest of sentence to be struck off in the Executive Engineer can himself enter into the contract without reference to any higher authority.

‡ Designation of officer who is competent to approve of the contract, under the Madras P.W.D. Code.

SCHEDULE A.

Schedule of rates and approximate quantities.

(a) The quantities given here are those upon which the lump-sum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions or omissions according to the conditions of the contract, as set forth in the general conditions of contract of the Tamil Nadu Building Practice and other conditions or specifications of this contract.

(b) It is to be expressly understood that the measured work is to be taken nett (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or

weight at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for works in situ and completed in every respect.

Item number.	Probable quantity*.	Description of work.	T.N.B.P. number.	Rate.		Units work.	Amount. (in Figures.)
				Words.	Figures.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

RS. P.

(Signature of the Contractor.)

NOTE.—The Second subdivision of this column (i.e. column 3) is for description in words such as numbers, cubic feet, lb, etc.

SCHEDULE B.

List of Drawings

NOTE:— All drawings to be signed by the contractor as well as the officer entering into the contract.

Serial number	Drawing number	Description
(1)	(2)	(3)

Supplemental List

As referred to in the specifications (including the general conditions of contract of Tamil Nadu Building Practice).

Serial number	Drawing number	Description	Date on which the drawing was supplied
(4)	(5)	(6)	(7)

Date

(Signature of Contractor)

SCHEDULE C.

List of specifications for the various items of works supplementing those described in Schedule A by Standard Specifications numbers.

- * Contractor's name.
- † Contractor's legal address for registered letters and notices.
- Name of work and locality

Descriptive Specification Sheet.

Items	Materials.		Source from which item is to be obtained.	Approximate lead.	Remarks.
	(i) Size alternative to standard specification size or size prescribed.	(ii) Mixes prescribed if deviation from standard specification.			
(1)	(2)	(3)	(4)	(5)	
Lim e.					
Surki					
Portland Cement					
Sand for mortar works					
Sand for filling in					
Earth for refilling and disposal of surplus*					
Broken stone for concrete, reinforced concrete, etc.					
Broken stone for road works					
Broken brick					
Gravel					
Quarry rubbish					
Rough stone, jaddy stone, etc.					
Flooring stone					
Cut stones					
Cuddapah slabs					
M.S. Sheets					
Corrugated roofing-deviations in gauge.					
Bricks (wall)					
Bricks (terrace)					
Bricks (flooring)					
Pan tiles					
Flat tiles					
Mangalore tiles					
Pressed, ornamental tiles, etc.					
Teak wood					
Other classes of wood					
Furnishings for doors, windows, etc.					
Standardised items of furniture:					
Paints					
Tar					
Wood oil					
Varnish					
Distemper (Brand and numbs. of coats).					

* Insert in remarks Column where excess earth required for filling is to be obtained from and where excess spoil if any, is to be sorted or conveyed.

Descriptive Specifications Sheet—cont.

Items.	Materials.		Source from which items to be obtained.	Approximate lead.	Remarks.
	(i) Size alternative to standard specification size or size prescribed.	(ii) Mixes prescribed if deviation from standard specification.			
(1)	(2)	(3)	(4)	(5)	(6)
Steel R.S. Beams etc.					
Iron work for jail cells-ventilators, doors, lock boxes, cage latrines, etc.					
Cast iron					
Lime mortar					
Surki mortar					
Pointing					
Terrace work					
Deviations, if any, and proportions if surki mortar required for any stages.					
Plastering*					
Concrete broken stone in lime mortar . .					
Concrete broken stone in surki mortar . .					
Concrete broken stone in cement mortar					
Reinforced cement concrete					
Brick work or masonry joint thickness.					
Floor surfacing					

*Deviation in plaster thickness if any. State with Line Mortar, or Surki Mortar as cement Mortar and proportions.

APPENDIX IV.

Descriptive Specification Sheet

Materials :-

(i) Size alternative to stand and specification size or size prescribed mortar and concrete.

(ii) Mixes prescribed if deviation from standard specification.

(iii) Masonry joint thickness and deviations.

Source from which item is to be obtained.

Approximate

Quantity

Description.	(1)	(2)	(3)	(4)	(5)
Lime					
Surki					
Portland cement					
Sand for mortar works					
Sand for filling in					
* Earth for filling and disposal of surplus					
Broken stone for Masonry works					
Broken brick					
Quarry rubbish					
Rough stone, jaddy stone, etc.					
Flooring stone					
Cut stone					
Cuddapah slabs					
M.S. Sheets					
Corrugated roofing Deviations in gauge					
Bricks (wall)					
Bricks (Terrace)					
Bricks (Flooring)					
Pan tiles					
Flat tiles					
Mangalore tiles					
Pressed, ornamental tiles, etc.					
Teak wood					
Other classes of wood					
* Furnishing for doors					
** Standardised items of furniture					
Paints					
Tar					
Wood oil					
Varnish					

*** Iron work for Jail cells, ventilation doors, lock boxes, cage latrons, etc.

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APPENDIX IV—cont.

Descriptive Specification Sheet—cont.

Materials :—

Description.	(i) Size alternative to stand and specification size or size prescribed mortar and concrete	(ii) Mixes prescribed if deviation from standard specification.	Source from which item is to be obtained.	Approximate lead.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
Distemper (Brand and No. of coats) ..					
Steel R. S. Beams, etc. ..					
Iron works for Jail cells ventilators doors, lock boxes cage latrines, et ..					
Cast Iron ..					
Lime Mortar ..					
*Pointing ..					
** Plastering ..					
Surki mortar ..					
Pointing ..					
Plastering ..					
Cement plastering ..					
Terrace work ..					
Deviation if any and proper from smaller mortar required for any stages.					
Broken stone lime concrete ..					
Broken Surki concrete ..					
Broken cement concrete ..					
Reinforced cement concrete ..					
Brick work or masonry joint thickness ..					
Floor surfacing ..					

- * Insert in remarks column where excess earth required for filling is to be obtained from and where excess spoil, if any, is to be carted.
- ** Enter if deviation from standard specification procedure and if iron or brass.
- ** These will usually be purchased from Jails—vide current price list for same.
- ** Enter if these are to be supplied from the Salem Jail and if so where contractor shall take delivery of same.
- ** Pointing—state if to be done as per "Remarks on pointing" in Tamil Nadu Building Practice.
- ** Deviation in plaster thickness, in any, state with lime mortar or surki mortar as cement and proportions.

APPENDIX IV (a)

Tender Notice (Piece-work).

Tenders will be received by the Executive Engineer/Sub-Divisional Officer, P.W.D., Division / Sub-Division at his office at upto p.m., on for the work of

The tender will be opened by the Executive Engineer/Sub-Divisional Officer Division / Sub-Division on the date and at place aforementioned. The tenderers or the agents are expected to be present at the time of opening tender. The tender receiving officer will on opening such tender prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all such corrections in presence of the tenderer. If any of the tenderers or their agents finds it inconvenient to be present at the time then in such a case the tender receiving officer will on opening the tender of the absentee tenderer make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of corrections without any question whatsoever.

The tender should be in the K2 Form obtainable from the Executive Engineer's/Sub-Divisional Officer's office. The Tamil Nadu Building Practice specification and other documents relating to the contract such as additional specifications, drawings, descriptive specifications sheet regarding materials, etc. can be seen at any time between 11-00 a.m. to 5-00 p.m. on office days in the office of the Executive Engineer/Sub-Divisional Officer.

2. Tenders must be submitted in sealed covers, superscribed and should be addressed to the Executive Engineer/Sub-Divisional Officer Division/Sub-Division. The name of the tenderer and the name of the work being noted on the cover.

If the tender is made by an individual it shall be signed with his full name and his address shall be given if it is made by firm it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given if the tender is made by a corporation it shall be signed by a duly authorised officer who shall produce with his tender the satisfactory evidence of his authorisation. Such tendering corporation may be required before the agreement executed to furnish evidence of its corporate existence.

3. Each tenderer must pay as earnest money a sum of Rs. into the branch of the Imperial Bank of India or into Government Treasury or Sub-Treasury within the Jurisdiction of the Executive Engineer/Sub-Divisional Officer concerned to the credit of Revenue Deposits on behalf of the Executive Engineer / Sub-Divisional Officer of the and enclose with his tender the chalan endorsed accordingly. The earnest money will be refunded to the unsuccessful tenderer on application after intimation is sent on rejection of the tender or at the expiration of two months from date of tender whichever is earlier. This refund will be authorised by the Executive Engineer by suitable endorsement on the chalan. The earnest money will not be received in cash or currency notes by the public works department officers, have in exceptional cases where there are no treasuries or banks within the jurisdiction of the officer calling for tenders. When currency notes are given the tenderer should sign his name in full with date on the back of all the currency notes given by him whatever their denominations may be.

The earnest money will be retained in the case of the successful tenderer and will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

When a tender is to be accepted the tenderer whose tender is under consideration shall attend the office of the Executive Engineer/Sub-Divisional Officer before the end of the period specified by written intimation to him failing which the tender will not be considered. He shall forthwith upon intimation being given to him by the of acceptance of his tender complete the execution of the agreement by signing all documents connected therewith. Failure to do so shall entail forfeiture of the earnest money.

4. Tenderers shall peruse carefully the instructions and directions to parties tendering and the conditions of the standard K-2 Form and all other relevant documents before tendering rates for piece work. The approximate quantity of work to be executed under each class is given in the accompanying schedule. The quantities are given only with a view to enable the tenderer to quote his over all rate for each class of work in the tender form.

5. The Executive Engineer /Sub-Divisional Officer reserve the rights to reject any tender or all the tenders without assigning any reason therefor. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.

SCHEDULE				
Number of item.	Class and description of work to be executed.	Approximate quantity.	T.N.B.P. number and number of other specifications, if any.	Unit of calculations.
(1)	(2)	(3)	(4)	(5)

Descriptive Specification sheet.

N.B.—(Here under relevant extract from P. 355 of T.N.B.P. or ~~item~~ as may otherwise applicable.)

APPENDIX IV (b)

P.W.D. K-2 FORM.

AUTHORITY—

G.O. No. 837, P.W. (General), dated 22nd April 1957.

Agreement between the Governor of Tamil Nadu and (Name of Contractor).....

Number of pages in the agreement..... for piece-work.

Number of items in the schedule.....

N.B.—Piece-work is that which involves a payment for work done at stipulated rate only, without reference to a total quantity or time.

TENDER AND CONDITIONS,

DIRECTIONS TO PARTIES TENDERING.

A list of materials proposed to be supplied by Government and the places where and the prices at which they are proposed to be supplied is given at the end of the schedule accompanying the tender notice. This should be entered by the tenderer also at the end of schedule accompanying the tender. Tenderers must accept these materials at the specified prices and quote for finished work accordingly. Notwithstanding any subsequent change in the market value

those materials the change to the party executing the work will remain as originally entered in the agreement. If any time subsequent to the execution of this agreement Government material other than those specified in the agreement are to be supplied to the piece worker for use on the work, they will be charged at market value prevailing at the time of supply or stock issue rate whichever is greater. The piece worker will be informed in writing of this change and he should intimate in writing rate which he demands for finishing work in view of the fact that he is to use Government materials. No cartage or incidental charges will be borne by Government in connection with the supply of materials referred to in this paragraph.

2. Subsidiary item such as water for work, clearing and marking out side, hire of tools and plant should be separately entered. If such items are not so entered, it will be assumed that the rates quoted in the schedule include provision for them also.

3. The tenderer shall examine closely the Tamil Nadu Building Practice, and also the relevant clause of the General Conditions of contract contained therein, and sign the Divisional office copy of the Tamil Nadu Building Practice and its Addenda Volume in token of such study before submitting his tender unit rates which shall be for finished work in sites. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.

4. Each tenderer must also send a certificate of income-tax verification from the appropriate income-tax authority in the form prescribed therefor. This certificate will be valid for one year from the date of issue for all tenders submitted during the period.

In case of proprietary and partnership firm it will be necessary to produce the certificate aforementioned for the proprietors and for each partner as the case may be.

If the tenderer is a registered P.W.D. Contractor and if a certificate for the current year had already been produced by him during the calendar year in which the tender is made it will be sufficient if particulars regarding the previous occasion on which the said certificate was produced are given enclose an income tax verification certificate.

All tenders received without a certificate as aforementioned will be summarily rejected.

5. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The name of quarries, kilns, etc. wherefrom certain materials to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source defined shall be used in the work. In every case the materials just comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the

Executive Engineer of the Division Public Works Department, having jurisdiction for the time being over the work herein-after called the Executive Engineer shall be submitted for the Executive Engineer's sub-divisional Officer Sub-Division sub-divisional

approval before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the Descriptive Specification Sheet is of opinion that materials complying with the standard or other specification of the contract cannot be obtained in quality or sufficient quantity from a source defined in the Descriptive Specification sheet he shall so state clearly in his tender and state where from he intends to obtain materials subject

to the approval of the Executive Engineer Sub-divisional Officer. Attention of the piece-worker of directed to the Standard Preliminary "Specification" regarding payment of seigniorage, tolls, etc.

6. The tenderer should quote specific rates for each item in the schedule, and the rates should be in rupees and paise. The units and rates should be written both in words and figures. The schedule accompanying the tender shall be written legibly and free from erasures over writings or conversions of figures. Corrections where unavoidable should be made by crossing out initialling, dating and rewriting. No alteration which is made by the tenderer in the agreement form, the condition of agreements the drawings or specifications accompanying same will be recognized, and if any such alterations are made the tender will be void.

To
Name of Officer.....
(acting for and on behalf of the Governor of Tamil Nadu)

TENDER FOR PIECE-WORK.

No.....of 19.

I/We do hereby tender to execute works for the Governor of Tamil Nadu of the under mentioned description by piece-work, and in accordance with the conditions noted below and the rules set forth in Schedule 'B' below in consideration of payment being made, for the quantity of work executed at the respective rate specified in the Schedule 'A' below.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the Tamil Nadu Building Practice and the relevant clauses of the preliminary Specification of the Tamil Nadu Building Practice. I/We have made such examinations of the contract documents and of the specifications, etc, and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations, and restrictions contained in the contract and in the said specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations, restrictions

and conditions I being a registered P. W. D. Contractor We enclose an income tax verification certificate in respect have already enclosed an income tax verification of (here particulars of the previous occasion on which the certificate

SCHEDULE A.

Name of work.	Number of item.	Class and description of work to be executed.	T.N.B.P.* number or other special specification, if any.	Unit of calculation (in figures and in words.)	Rate of payment (to be entered both in figures and words one below the other).
---------------	-----------------	---	--	--	--

RS. P.

*Enter S.S. before the number if it is a T.N.B.P. number.

NOTES.—(1) Enter below the schedule a list of drawings and a Descriptive Specification Sheet with relevant extract from T.N.B.P. item as may otherwise be applicable—vide also paragraph 1 of Directions to parties tendering.

(2) The tenderer should affix his signature at the end of each page of his tender and other documents attached thereto. The accepting authority should similarly affix his signature to the accepted tender.

CONDITIONS.

The Executive Engineer/Sub-divisional Officer of the Division/Sub-division, Public Works Department having jurisdiction for the time being over the work. Hereafter called the Executive Engineer/Sub-divisional Officer or a Subordinate Officer deputed by him shall within a period of two months from the date of acceptance of the agreement by the competent authority give to the contractor full and complete particulars of the work to be done hereunder and within like period permit the contractor and his workmen free access to the site on which the work is to be executed. On receiving such particulars and permissions, the contractors shall forthwith start the work and shall carry on same with due diligence and all work executed to be done in a workmen-like manner. The decision of the Executive Engineer/Sub-divisional Officer or any officer of the Public Works Department of the Government of Tamil Nadu duly authorized in this behalf by such Executive Engineer/Sub-divisional Officer as to the rate of progress and the quality of work or materials shall be final. The contractor shall have the right to cancel the contract and obtain refund of his earnest money if such particulars and/or the permission are not given within the said period of two months.

2. The following clauses of the Standard Preliminary Specification of the Tamil Nadu Building Practice only subject to the modification noted below shall apply to this agreement. (N.B.—In cases where the acceptance of this tender is within the powers of the Sub-divisional Officer in charge of the work, and where he has accordingly accepted this tender, he shall exercise such functions as are delegated to the Executive Engineer in the relevant clauses of the Standard Preliminary Specifications applicable to this agreement).

General Conditions of contract.

Section A.—All clauses, except that, in clauses 2 and 3 where the General Conditions of Contract is mentioned, the reference shall be only to such clauses of the General Conditions of contract as are herein made applicable to this agreement.

Section C.—All clauses except 14.2.

Section D.—All clauses except that clause 26.1 in place of the words, "within six months from the completion of", read "before final payment for".

Section E.—All clauses except that in clause 33.1 the word "which" occurring between the words "progress" and "in" in the first sentence shall be deleted as also the concluding portion of that sentence beginning from "will". The following be substituted for the present clause 39.1.

"The departmental officer in-charge of the work shall be responsible for the correct setting out of all works but the piece-worker shall provide at his own cost all labour, materials and staff required for so doing".

Section F.—All clauses.

Section G.—All clauses except clause 53.

Section I.—J.—Clauses 60 to 63 inclusive of second sub-paragraph of clause 64, clauses 66, 67 and 68.

3. The quantity of works executed shall be measured and payments made ordinarily monthly. On the completion of the work or the termination of this agreement, final measurements will be made and the account adjusted accordingly.

4. The Executive Engineer/Sub-divisional Officer or any officer of the Public Works Department of the Government of Tamil Nadu duly authorized in the behalf by such Executive Engineer/Sub-divisional Officer may put an end of this agreement at his option at any time and, in the case of bad work or material action shall be taken as provided in clause 25.3 General Conditions of Contract. (Note—If action is taken as provided in the last sub-paragraph of clause 25.5, General Conditions of Contract, the piece-worker's agreement to the reduced rates shall be taken in writing.)

5. Such Executive Engineer/Sub-divisional Officer or any such officer so authorized as aforesaid may fine the piece-workers not less than Rs. 10 and not more than 5 per cent of the value of completed work, for slow progress of work provided however that any authority higher than that of Executive Engineer/Sub-divisional Officer may in his absolute discretion waive or modify any fine imposed by the Executive Engineer/Sub-divisional Officer under the provisions by this clause.

6. Any unforeseen additional work that may become necessary and is accordingly carried out under this agreement under proper written orders shall be measured and valued by the Executive Engineer/Sub-divisional Officer or his representatives at the rates contained in the piece-worker's original schedule and if these rates do not apply, then prior to execution of the additional work a rate for such work shall ordinarily be agreed upon and entered in a supplemental schedule and signed by both the piece-worker and the accepting authority. If it is not possible to arrive at such an agreement then the piece-worker shall be paid according to the cost of labour employed and materials used to which will be added 10 per cent to cover the piece-worker's profit on the said work on his delivery of the necessary vouchers to the Executive Engineer/Sub-divisional Officer.

7. The Earnest Money deposited by the selected piece-worker shall be retained as security deposit for the due fulfilment of the agreement. After work has been carried out by the piece-worker to the extent of twenty times the value of this security deposit, a deduction of 5 per cent of the value of further work done by him shall be made for purpose of additional security from each intermediate bill to be paid to him until the completion of the work. Such deposits and or deduction or any portion thereof

may at the discretion of the Executive Engineer/Sub-divisional Officer be forfeited on failure or non-fulfilment by the piece-worker of any of the above condition. Any authority higher than the one who ordered a forfeiture under the provisions of the clause, may in his absolute discretion waive or modify the forfeiture so levied.

Date :

Witness :

Signature of the party making the tender
Residence.

Accepted by me on behalf of the Governor of
Tamil Nadu.

Note.—While accepting the agreement the accepting authority should specify on the first page of this document the number of pages in the agreement and the number of items in the schedule. A line should also be drawn under the last item in the schedule.

Denomination.	Value in terms of Units.	Abbreviation.
(1)	(2)	(3)

5. Length—

Kilometre	1,000 m.	km.
Metre	1 m.	m.
Centimetre.	1 cm.	cm.
Millimetre	1 mm.	mm.
Micron	1/1,000, mm. or 10 ⁻⁶ mm.	um.

6. Area—

Square kilometre	1,000,000 m ²	km ² , or sq. km.
Square metre	1 m ²	m ² or sq. m.
Square centimetre	1 cms ²	cm ² or sq. cm.
Square millimetre	1 mm ²	mm ² or sq. mm. **

*Both these abbreviations are correct, but the first set should preferably be used. The former abbreviation is used more commonly internationally than the latter.

Rules for Abbreviations.

- Do not make any change such as addition of "S" to indicate plurality (e.g.) write 1 kg., 10 kg., 20g., 10 t., 20 ml., 27 l. 165 km., 100 cm², 66 km².
- Do not capitalise the abbreviations. For example, do not write 1 Kg. 2 Kg. 20 Mm., 50 Mm. The right way to write is 1 kg., 20 mm., 50 mm., etc
- Do not use any other abbreviations except those given above.

APPENDIX V—A.

STANDARD ABBREVIATIONS FOR METRIC UNITS.

1. Decimal multiples and sub-multiples.

Prefix.	Value in terms of units.	Abbreviation.
(1)	(2)	(3)
Kilo	1,000	k
Centi.	0.01 (10 ⁻²)	c
Milli.	0.001 (10 ⁻³)	m
Micro	0.000001 (10 ⁻⁶)	p

2. Weights.—

Denomination.	Value.	Abbreviation.
(1)	(2)	(3)
Tonne.	1000 kg.	t
Quintal.	100 kg.	q
Kilogram	1 kg.	kg.
Gram.	1 g.	g.
Milligram	1 mg.	mg.
Carat.	200 mg.	c

3. Capacity.—

Kilolitre	1,000 l	kl.
Litre	l	l
Millilitre	1 ml.	ml.

4. Volume.—

Cubic metre	m ³	m ³ or cu.m.*
Cubic Centimetre	cm ³	cm ³ or cu.cm*
Cubic Millimetre.	mm ³	mm ³ or cu.mm*

APPENDIX V-B

UNITS OF MEASUREMENT.

These are in most cases defined in the relevant standard specification. The following units will usually apply:—

Serial number and description of item of work.	Units.
(1)	(2)
1. Earth work excavation	m ³
2. Rock excavation (Measured in the solid before removal).—	
(i) Unless by blasting	m ³
(ii) if by blasting	m ³
3. Excavation —	
(i) Extra lead over the initial lead (I) Part thereof.	m ³ or m
(ii) Extra lift over the initial lift (II) part thereof.	m
4. Filling of foundation with sand	m ³
5. Plain concrete	m ³

Serial number and description of item work.	Unit.	Serial number and description of item work.	Unit
(1)	(2)	(1)	(2)
6. Vertical joint	m ²	21. Mild steel joints and other steel and iron work (i)	Tonne
7. Brick and stone masonry	m ³	(ii)	Quintal.
8. Out stone (i)	m ³	22. Trellis work	m ³
(ii)	m ³	23. Painting and varnishing	m ³
9. Damp Proof course	m ²	24. Brick partition	m ³
10. Filling in basement with —		25. A. C. Sheet partition and weldmesh screens	m ²
(i) Sand	m ³	26. Built in cup-boards and shelves	(i) Each
(ii) Earth	m ³	(ii)	m ²
11. Floors and Floor finishes	m ²	27. Roofs and Roof finishes	m ²
12. Cement concrete for R.C.C.	m ³	28. Expansion joints in floors and roofs	m
13. R.C.C. Jali	m ²	29. Gates and rolling shutters	(i) Each
14. R.C.C. Sunshades, Chajjes, Boxing, etc.	m	(ii)	m ²
15. Brick cornices, string course, etc.—		30. Iron bars and grill works for windows and venti-	
(i) m ² if measured square over projection		lators heads.—	(i) Each
(ii) m, if measured linearly		(ii)	m ²
16. Cut stone band and other cornices	m	31. Hand rails	m
17. Carved cut stone ornaments	By the piece.	32. Well sinking—	
18. Plastering, Pointing, white and colour washing, distemping, etc.	m ²	(a) for open excavation	m
19. Wood work	m ³	(b) 1 m depth for sinking in water	
20. Doors and Windows—		Carriage of materials. — <i>Vide</i> relevant clause in General conditions of contract.—	
(i) For frames	m ³	33. Form work for R.C.C. items	m ²
(ii) For shutters	m ²	34. Fabrication of steel reinforcement for R.C.C. works	Quintal