

TWO COVER SYSTEM

**GOVERNMENT OF TAMIL NADU
TAMILNADU HORTICULTURE DEVELOPMENT AGENCY**

TENDER DOCUMENT

PRE QUALIFICATION TENDER DOCUMENTS

NAME OF WORK	: Construction of Open well in SHF Vannikonenthal, Tirunelveli District
EMD AMOUNT	: Rs.36,500/-
LAST DATE FOR DOWNLOADING OF TENDER	: Up to 05.45 PM on 21.07.2022
LAST DATE FOR RECEIPT OF TENDER	: Up to 02.00 PM on 22.07.2022
OPENING OF TENDER	: AT 03.00 PM on 22.07.2022

TECHNICAL BID

PART – A

1. PREAMBLE

The Managing Director, TANHODA, Chepauk, Chennai.5 invites Bids from eligible bidders by two cover system for **Construction of Open well in SHF Vannikonenthal, Tirunelveli District** as defined in these Bidding Documents, here in after referred to as the works.

2. CHECKLIST

(Tick Yes / No for each item)

- | | |
|---|--------|
| 1. Whether the Technical Bid and Price bid are submitted in separate sealed covers and both the covers enclosed in a common overall envelope | Yes/No |
| 2. Whether Technical Bid in Envelope A contains | |
| a) Earnest Money Deposit of Rs.36,500/- | Yes/No |
| b) Certificate of registration | Yes/No |
| c) Audited financial statements showing the profit and loss statements, balance sheets and details about turnover for Civil Engineering works for preceding three years attested by a Chartered Accountant | Yes/No |
| d) Latest Income Tax assessment order or return and latest GST return | Yes/No |
| e) Certificates from the competent authority for the works completed as prime contractor on construction of building works costing at least 50% of the estimate value under a single contract within the last three years period. | Yes/No |
| f) Details of current works in progress by the tenderer including value of current outstanding payables, etc. | Yes/No |
| g) Details of works for which bids already submitted with value. | Yes/No |
| h) Availability of Contractor's Major Equipment's proposed for the Contract | Yes/No |
| i) Details and qualification of technical personnel proposed for the contract. | Yes/No |
| j) Extent of access to bank loans or credit facilities with ceiling limits, if any, prescribed in this regard and certified by the banks themselves. | Yes/No |
| k) Power of attorney / Authorisation for | Yes/No |
| • Persons signing the Tender. | |
| • For Partner – in charge if any. | |
| l) Provisional action plan for completion of various activities. | Yes/No |
| 3) Whether the price bid in Envelope– B contains: Filled up and signed Price bid documents in the prescribed format in full with price details, both in figures and words. | Yes/No |

Note: Please ensure that all the relevant boxes are marked YES/NO against each column.

Important Note: Bidders must ensure that all the required documents indicated in the tender document are submitted without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable for rejection at the initial stage itself.

Bidder's Signature with Seal

3. SALIENT FEATURES OF THE TENDER

- | | | |
|-----|---|--|
| I | Tender inviting Authority | Managing Director,
Tamilnadu Horticulture Development Agency,
Chepauk, Chennai 5. |
| | a) Name of work | Construction of Open well in SHF Vannikonenthal, Tirunelveli District |
| | b) Tender Notice Reference | FPM2/8765/2021 dated.06.07.2022 |
| | c) Period of completion | 8 Months |
| ii | Tender documents availability place and due date for obtaining tender | Tender documents can be downloaded from the website <u>www.tenders.tn.gov.in</u> up to 05.45 PM on 21.07.2022 |
| iii | Cost of Tender Document | To be downloaded free of cost |
| iv | Earnest money deposit (EMD) | Rs.36,500/- Demand draft / Bankers Cheque from Nationalised or Scheduled Bank in favour of The Managing Director, TANHODA, and Chennai.5. No other mode of payment will be accepted. |
| V | Pre- Bid meeting | No Pre-Bid meeting proposed |
| Vi | Date, Time and Place of submission of tender | Up to 02.00 PM on 22.07.2022.(as per office clock) at the address mentioned in (i).above |
| vii | Date, Time and Place of opening of technical bid | At 3.00 PM on 22.07.2022
(as per office clock) at the address mentioned in (i).above |

FOR THE SPECIAL ATTENTION OF THE APPLICANTS

- i. Pre-qualification Application will not confer any right on the Applicant for automatic qualification for consideration of Price Bid for the work.
- ii. Approval or otherwise of the Technical Bid (Pre-Qualification) will be strictly based on the detailed evaluation done on the basis of the Documents/Records/Evidences / Certificates produced by the applicant along with the pre-Qualification application.
- iii. Qualification tender /Technical Bid (Envelope A) will be opened as per Notice Inviting Tender and after detailed evaluation, the date and time of opening of Price Bid will be intimated to the qualified applicants.
- iv. The Cement and steel required for the construction works should be procured by the contractor. The cement used in the works shall conform to IS 269 only. The Mild steel rods to be used on the work shall confirm to IS 1139. The cement and steel to be used on the work shall be got approved by the officer in charge for the works. Before procuring cement and steel from the market the contractors should test the same in Government Testing Laboratories at their own cost and produce the test certificate to the field engineers.
- v. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government.
- vi. Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute and the nature and details of award, if any, should be enclosed.
- vii. Proposals for subcontracting components of the Works, if any, which in aggregate add to more than 20 per cent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed; no vertical splitting of work for subcontracting is acceptable) shall be enclosed in the bid.
- viii. Joint Ventures are not allowed under this contract.
- ix. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. and/or
 - c. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

Bidder's Signature with Seal

- x. Any additional conditions shall be intimated on the Website www.tenders.tn.gov.in
- xi. The contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.
- xii. The bidder shall fill in rates and prices and line item total (both in figures and words) for all the items of the works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- xiii. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be **excluded** in the rates / prices, **but shown as a separate item and included** in the total Bid Price submitted by the Bidder.
- xiv. The Bid Security may be forfeited
 - a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b. If the Bidder does not accept the correction, in any of the Bid Price, pointed out by the tender calling authority.
 - c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; or
 - ii. Furnish the required Performance Security.

Managing Director
TANHODA, Chennai 5.

**TWOCOVER SYSTEM
PRE-QUALIFICATION APPLICATION**

REF.No:

DATED:

From

To
The Managing Director,
Tamilnadu Horticulture Development Agency,
Chepauk, Chennai-5.

Sir,

Sub Pre-Qualification Tender application for the work of **Construction of Open well in SHF Vannikonenthal, Tirunelveli District** – Regarding.

1. Having examined the two cover system documents in respect of Technical Bid (Pre-Qualification) & Price Bid including scope of work, time frame for construction and the criteria stipulated for Qualification, I/We here by submit all necessary information and relevant documents for qualifying me/us, to offer my/our tender for the above-mentioned work.
2. The Application is made by me/us on behalf of (Partnership firm/Private limited company/Public Limited Company) in the capacity of..... duly authorized to submit the tender.
3. Necessary evidence admissible in law in respect of authority assigned to me/us on behalf of the Partnership Firm/Private Limited Company/Public Limited Company, for applying for tender is attached herewith
4. I/We present my/our documents herewith taking into consideration all the instructions in the Technical Bid (Pre-Qualification) supplied to me/us including special instructions to Applications/Criteria for Qualification/Information and Instructions in the detailed two cover tender notice etc.
5. The EMD amount is enclosed in the shape **as notified in the Technical Bid**, as per the following details
 - 1.
 - 2.
 - 3.
6. I/We understand that the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai- 5 reserves the right to reject any or all the tenders without assigning any reason there for or to drop the proposal altogether.

Date:

Signature of the Applicant including
Title Capacity in which Application is made

Name:

(INBLOCKLETTERS)

Encl:

1. Two covers one cover containing Technical Bid (Pre-Qualification) and other the Price Bid, Both covers suitably super scribed on them.
- 2.

Bidder's Signature with Seal

(Part-A)
Technical Bid (Envelope-A)
FORM OF CONTRACT: LUMPSUM (TWO COVER SYSTEM)

1. INVITATION:

Tender under sealed two cover tender system i.e. Technical Bid (Pre - qualification) & Price Bid (item rate tenders) are invited for and on behalf of the Governor of Tamil Nadu by the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai 5. One cover containing EMD and Qualification conditions and other details and the second cover containing price tender schedule.

2. FOR SPECIAL ATTENTION:

1. Bidder should be a **Class-I contractor currently registered with any of Tamil Nadu State Government Departments/Undertakings like DRDA/ PWD/ TNHB/ TNSCB/ TNPSC / etc. with good track record.**
2. The Applicants should have been in the Civil Engineering Construction/ Landscape development work like development of parks and garden at-least for the past Five years.
3. The Applicants should have completed satisfactorily, Building/ similar work with value **not less than 50% of the value put to tender under a single agreement in any one of the preceding three years in Government or Quasi Government Organizations only.** For this purpose, the buildings like Industrial sheds, workshops will not be considered.
4. The minimum Cumulative Financial Turnover in the past 3 financial years should be **150% of the value of works put to tender.**
5. Preference will be given to the reputed contractors having their registered office near the respective worksites.

3. PURCHASE OF DOCUMENTS:

- a. The documents under two cover systems, Technical Bid (Pre- Qualification) & Price Bid can be down loaded from the website <http://www.tenders.tn.gov.in/www.tenders.tn.gov.in>.
- b. The Technical Bid (Pre- qualification) and Price Bid will not be sent by post

4. DESCRIPTION OF PROJECT:

Construction of Open well in SHF Vannikonenthal, Tirunelveli District

A. Site: The Site is located in Tirunelveli District

B. Proposed works: Construction of Open well

5. DELETED.

6. PERIOD OF COMPLETION:

The period of completion shall be 8 months, from the date of handing over the site

Bidder's Signature with Seal

inclusive of monsoon period.

7. EARNEST MONEY DEPOSIT:

- 7.1 The Amount of EMD is fixed at **Rs.36,500/-**.
- 7.2 The Earnest Money Deposit may be produced in anyone of the following forms.
- a. Demand Draft/Bankers cheque issued by Nationalized or Scheduled Bank drawn in favour of the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai -5.
 - b. Deleted.**
- 7.3 Technical Bid(Pre-Qualification) not accompanied with acceptable Earnest Money Deposit will be rejected as Non-responsive Bid.
- 7.4 If the Bidder withdraws his tender after the opening of bid (or) after acceptance of the Bid or fails to pay the requisite security deposit amount within the specified period of time, the Earnest Money Deposit paid with the tender will be forfeited.
- 7.5 Communication to the unsuccessful Bidders will be sent in 7(Seven) days' time from the date of communication sent to the successful Bidder. Refund of Earnest Money Deposit will be made to the unsuccessful Bidder within 90 (Ninety) days from the date of the receipt of refund vouchers duly stamped and signed.
- 7.6 Alternative Proposals by Bidders
- Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications only. **Alternatives will not be considered.**

8. SECURITY DEPOSIT:

- 8.1 The successful Bidder shall furnish a Security Deposit in the shape of Fixed Deposit, Small Savings Scripts, Post Office savings A/c or NSC duly pledged in favour of the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5., for an amount equivalent to 2% of the contract value (which includes Earnest Money Deposit already paid) **within 15 days** from the receipt of letter of acceptance. If the successful Bidder fails to execute the contract (i.e. sign the agreement) within the aforesaid 15 days' time, the Earnest Money Deposit will be forfeited.

RETENTION AMOUNT

- 8.2 In addition to the aforesaid security deposit, the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5 shall deduct from the running account bills, a sum equivalent to 5% (Five Per cent) of the total value of each bill as retention money.

Bidder's Signature with Seal

8.3 Out of the 5% retention amount, 2½% (Two and half Per cent) of the total value of the work so far executed will be released to the contractor on payment of final Bill, without interest and the balance 2½% retained for a period of one year, reckoned from the date of completion of the work, as all defects shall have been made good according to the true intent and meaning hereof, whichever shall happen last.

8.4 The retention money of 2½ % (Two and half Per cent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the Bidder without interest after the defects liabilities attached to the contract is over (As per Para 8.3 above) subject to the following conditions:

- i. The bill paying authority concerned should certify that no liability is due from the contractor.
- ii. The contractor should execute and produce an indemnity bond for a further period of Four years indemnifying the Government against any loss or expenditure, incurred to rectify any defects noticed due to faulty workmanship by the bidder or sub-standard materials used by the bidder, within the period of Four years.

8.5 Concessions granted to standing contractors on payment of deposits are not applicable to this contract.

9. LANGUAGE OF TWO COVER TENDER SYSTEM:

Bids shall be offered **only in the prescribed forms in ENGLISH** only.

10. VALIDITY OF PRICE TENDER:

The Price Bid shall be valid for a period of at least **90 days (Ninety Days)** from the date, notified for opening of Price Bid.

11.SUBMISSION OF PRE-QUALIFICATION TENDER AND PRICETENDER

11.1 Pre-qualification tender and price tender must be submitted separately in wax sealed envelopes. These envelopes (called as inner envelopes) shall then be put inside one outer envelope. The inner and outer envelopes shall be **addressed** as:-

**The Managing Director
Tamilnadu Horticultural Development Agency
Chepauk, Chennai-5**

The outer cover and inner covers containing the pre-Qualification and Price tender must be **superscribed** as mentioned below:-

Outer cover :

- a) Pre-Qualification and price tender
- b) NAMEOFWORK : **Construction of Open well in SHF Vannikonenthal, Tirunelveli District**
- c) TENDER NOTICE NO : **FPM2/8765/2021 dated.06.07.2022**
- d) DUE DATE FOR OPENING OF PRE- QUALIFICATION TENDER : **3.00 PM on 22.07.2022**
- e) NAME OF CONTRACTOR AND ADDRESS :

Inner cover (Pre-Qualification Tender):

- a) Pre-Qualification PART – A
- b) NAMEOFWORK : **Construction of Open well in SHF Vannikonenthal, Tirunelveli District**
- c) TENDER NOTICE NO : **FPM2/8765/2021 dated.06.07.2022**
- d) DUE DATE FOR OPENING OF PRE- QUALIFICATION TENDER : **3.00 PM on 22.07.2022**
- e) EARNEST MONEY DEPOSIT : **Rs.36,500/-**
- f) NAME OF CONTRACTOR AND ADDRESS :

Inner cover (Price Tender):

- a) Pre-Qualification PART – B
- b) NAMEOFWORK : **Construction of Open well in SHF Vannikonenthal, Tirunelveli District**
- c) TENDER NOTICE NO : **FPM2/8765/2021 dated.06.07.2022**
- d) NAME OF CONTRACTOR AND ADDRESS :

11.2 If the cover is not sealed and super scribed as instructed, no responsibility will be assumed for misplacement of tender or premature opening of the envelope or parcel.

11.3 Telegraphic tenders will not be accepted.

11.4 E-tendering facility is not available for this contract.

Bidder's Signature with Seal

12. OPENING OF PRE-QUALIFICATION AND PRICE TENDERS:

The Technical Bid (Pre-qualification) will be opened by the Tender scrutinizing committee, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5 or their authorized representatives at **3.00 PM on 22.07.2022** in the presence of the Bidders or their authorized representatives who choose to be present. After detailed evaluation of qualification schedule, Price Bids of the Pre-qualified Bidders who satisfy the minimum qualification criteria alone shall be opened. The date and time of opening of Price Bids will be informed in writing to the qualified Bidders by the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5.

13. EVALUATION CRITERIA:

The tender accepting authority shall cause the evaluation of tenders to be carried out strictly in accordance with the qualification criteria in terms of the required experience, available construction capacity, technical and other man power and financial status furnished along with the tender.

Tenders which on initial examination are found to be not substantially responsive may be rejected by the tender accepting authority.

Out of the tenders found to be substantially responsive after the initial examination, the tenderer who has tendered the lowest evaluated price in accordance with the evaluation criteria shall be determined.

14. LATE BIDS

Any Bid received by the tender opening authority, after deadline for submission of Bids, for any reasons what so ever, will be returned unopened to the bidder.

15. NEGOTIATIONS:

Negotiation of rates will be made only with the lowest Bidder for reducing the quoted rates.

16. MODIFICATION AND WITHDRAWAL OF BIDS

- a. Bidders may modify (or) withdraw their bids by giving notice in writing before the deadline for submission of bid.
- b. Each bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked MODIFICATION or WITHDRAWAL as appropriate.
- c. No bid may be modified after the deadline for submission of Bids.

Bidder's Signature with Seal

17. RATES AND PRICES:

This is a Lump sum contract. Price adjustment clause (to account for rise or fall in the money value during the contract period) is not operate-able for this contract and the tendered amount should remain FIRM during the entire period of contract.

18. The entire process of calling for tenders, opening of tenders, processing of tenders and award of contract will be done in accordance with the provisions contained in the Tamil Nadu Transparency in Tender Act, 1998 ***and the Rules framed there on.***

19. WHOM TO CONTACT:

The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai 5 may be contacted for further information in the matter.

Managing Director
TANHODA, Chennai.5

INFORMATION AND INSTRUCTION FOR BIDDERS UNDER TWO COVER SYSTEM

I. FOR SPECIAL ATTENTION:

Technical Bid(Qualification schedule) here under is invited in accordance with the TamilNadu Transparency intender Act,1998 **and the Rules there on.**

II.MINIMUM CRITERIA FOR QUALIFICATION:

1 (a).The Applicant should be a Class-I contract or currently registered with any of TamilNadu State Government departments/undertakings like DRDA/ PWD/ Highways Department/ TWAD Board/TNHB/TNSCB/TNPH

EVIDENCE TO BE PRODUCED:

- a. Attested copy of the communication issued by the Registering Authority, registering the name of the Applicant as Class-I Contractor in TamilNadu State Government Departments/undertakings like DRDA/PWD /Highways Department/TWAD Board/ TamilNadu Housing Board/T.N. Slum Clearance Board/TNPHC etc., as per Revised Classification and Live Certificate.
 - b. The Applicant should produce Income Tax Clearance Certificate valid for the current period, GST Verification Certificate valid for the current period.(i.e. Previous assessment year) and TIN number having validity. The Income Tax claimed and paid during the **past Three years** and the total contract amount received in the **past Three years** should have been indicated in the Income Tax Clearance Certificate.
 - c. The applicant shall be solvent to a tune of at least Rs.50.00 lakhs (Rupees fifty lakhs) on immovable property in his name.
 - d. Revenue Solvency certificate for not less than **Rs.50.00 Lakhs (Rupees fifty lakhs)** Issued by the Thasildar concerned on or after (within 6 months).
 - e. Encumbrance certificate issued by the Registration Department on the properties listed out in the solvency certificate on or after to the end of without break.
 - f. If the date of solvency certificate is on or after the above date, then encumbrance certificate is not required.
- 2. The Applicant should furnish the details of major building works and other civil works / Landscaping works completed during the past FIVE years.**

EVIDENCE TO BE PRODUCED:

List of major building works and other Civil Engineering Construction Works/Landscape work of developing and establishing a garden or park completed in the past Five years with full complete details such as.

- i. Name of Work.
- ii. Value of work.
- iii. Name of Employer.
- iv. Agreement Number.
- v. Period of Completion as stipulated in the agreement.
- vi. Actual Time taken for completing the work.
- vii. Reasons for delay, if any.
- viii. Type & Nature of work.
- ix. Certificate issued by the competent authority not below the rank of Executive Engineer.

Details furnished without supporting certificates will not be considered

3. The Applicants should have completed satisfactorily Building/Landscape work of developing and establishing a garden or park completed with value not less than 50% of the estimate value under a single agreement in any one of the preceding three years i.e. Government or Quasi government organization only. For this purpose, buildings like industrial sheds, workshop will not be considered.

EVIDENCE TO BE PRODUCED:

Certificate issued by the Engineer-in-Charge–(Not below the rank of Executive Engineer/Project Engineer)– of the work clearly showing the following details.

- a. Name of work.
- b. Location of the work–(Town/Taluk/State).
- c. Name/Designation of the Employer/ Owner.
- d. Value of work– (As per Agreement).
- e. Agreement Number.
- f. Stipulated period of contract as per agreement.
- g. Date of commencement of work
- h. Date of actual completion of work.
- i. Reasons for delay in completing the work, if any.
- j. Actual value of work as per final payment made.
- k. Quality of work executed.

4. The Annual Financial Turnover of the applicant in each of the preceding Three years Should be more than **Rs.50.00 Lakhs (Rupees fifty Lakhs)**
5. The minimum Cumulative Financial Turnover in the past **3 Financial years should not be less than 150% of the value of works put to tender.**

6. EVIDENCE TO BE PRODUCED:

- a. Audited Balance sheet, Profit and loss Account etc., duly certified by the Chartered Accountant for the **preceding Three years.**
 - b. The Total contract amount received as shown in the Balance Sheets should have been reflected in the Income Tax Clearance Certificate also. In case if there is difference in the contract amount received as depicted in the Balance sheets and as furnished in the Income Tax Clearance Certificate, lesser among the two figures alone will be taken for consideration.
7. The applicant shall have working capital available at least sufficient to finance one month current activity on the assumption that this work is awarded to the applicant, on being qualified.

Definition:

- a. Working capital means the amount available in the Bank Accounts of the applicant on the date of submission of application plus the unutilized amount of overdraft/credit facility extended to the applicant by the Nationalized/Scheduled Banks.
- b. One month current activity means, sum total of the value of unfinished portion of works already committed by the applicant and being executed by the applicant – (Outstanding value)–divided by the balance period available for completion of each of the committed works under execution plus the value of the work for which the qualification Tender & Price tender is called for divided by the number of months stipulated for its completion.
- c. Outstanding value of committed works means the total value of each project under execution minus the value of work completed as on the date of submission of qualification schedule.

EVIDENCE TO BE PRODUCED:

- a) List of works already completed by the applicant and works under progress.
- b) Certificate – (for each of the committed works) – issued by the Engineers- incharge (not below the rank of Executive Engineer/Project Engineer)–of the work, being executed by the applicant with the following details.
 - i. Name of work
 - ii. Name/designation of the Owner/Employer
 - iii. Agreement Number
 - iv. Total value of the work
 - v. Period of completion stipulated in the agreement
 - vi. Date of commencement of the work
 - vii. Balance period available for completing the work
 - viii. Value of work so far completed
 - ix. Value of Balance items of work to be completed.
 - x. Physical Progressor stage of work
 - xi. Remarks
- c).Certificate issued by Bank /Banks/showing the amount available (on the date of submission of application) in the current Account/Savings Bank Account of the applicant.
- d).Certificate issued by the Bank/Banks showing the limit up to which overdraft/credit facilities is extended to applicant and the over draft/Credit facility availed by the applicant up to date and the unutilized overdraft/credit facility available.

NOTE:

Fixed Deposit in the name of the Applicant will also be considered for the purpose of working capital, on production of Certificate issued by the Respective Banks, clearly stating that the Fixed Deposits are available in the Name of the Applicant and the same are Encumbrance Free and can be readily En-cashable.

- 8. The applicant should not have any of his contracts terminated/rescinded due to breach of contract on the part of the applicant during **the past FIVE years by any agency.**

EVIDENCE TO BE PRODUCED:

- i. Sworn in affidavit duly certified by Notary Public, is to be produced (Specimen appended) – in **twenty rupee Non-Judicial Stamp Paper.**

9. The applicants shall have an office at worksite with Site Engineer with Degree in Civil Engineering or Diploma holders in Civil Engineering and Horticulture Officer with minimum field experience, noted as given below, exclusively for this work.

Graduate Engineers:

One B.E.(Civil) or equivalent degree holders with five years' experience in similar works

OR

At- least one retired sub-divisional officers (i.e.; Assistant Executive Engineers or Assistant Divisional Engineer).

Diploma Holders:

At-least two Diploma holders in Civil Engineering with at-least two years of experience in similar works or two retired Junior Engineers.

Horticultural Officer:

Deleted

EVIDENCE TO BE PRODUCED:

- a. List of Technically Qualified personnel under permanent/ Regular employment available with the Applicant with details such as (a).Name (b) Qualification (c). Total Experience (d).Under regular Employment with the applicant since---- (e).Emoluments paid etc.
 - b. List of Technical Personnel to be deployed for this work along with their willingness & attested PhotoCopy of the testimonials in support of the qualification of the personnel to be deployed.
 - c. If required numbers of Technical Personnel are not under Regular Employment of the applicant, Names, Qualification, Experience etc. Of the Technical Personnel to be employed for this work along with their willingness and Photo copy of the testimonials in support of the qualification of the Technical Personnel proposed to be employed exclusively for this work should be furnished.
10. The applicant shall have the following minimum construction equipment's Tools and Plants exclusively available for this work– (Either own or under lease with the applicant).

1.	Concrete Mixer Machine with Hopper	: 2Nos.
2.	Vibrators	: 4Nos.
3.	Dewatering pumps	: 1No.
4.	Lorry/Tipper/Tractor	: 3Nos.
5.	Steel centering materials to cover an area of	: 1,500Sq.m
6.	Mechanical spray set for curing	: 1Set.

EVIDENCE TO BE PRODUCED:

- i. Photocopy of the R.C. Books for the Machineries /Vehicles owned by the applicant.
- ii. Sworn in Affidavit and Chartered Accountant's Certificate stating the details of equipment's, tools and plants available with the applicant with make, year of purchase, capacity, present working condition of the equipment etc.,
- iii. If the Tools and plants are proposed to be taken on lease or already on lease with the applicant, the source, from which the Tools and plants have been taken on lease or proposed to be taken on lease with proof, should be furnished in addition to the particulars in item-ii.

NOTE:

- i) If any of the information furnished by the applicant is found to be concealed or false at a later date, the contract will be terminated forth with without prejudice to the rights there on, consequent on termination and the contractor will be banned from business dealings.
- ii. All the documentary evidences should be stitched neatly (Spiral Binding should be avoided) and the pages should be serially numbered. Index of the Documents produced should be prepared and reference to page number of the documents produced should be furnished in the index.
- iii. The Qualification Tender evaluation shall be done on a PASS or FAIL basis against each of the above criteria.
- iv. The evaluation will be done only based on the information, evidence, documents, records, particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidences without any omission.
- v. As far as possible, details shall be furnished in the schedules appended to this Application. If the space left is found insufficient, additional sheets may be attached to the schedules.
- vi. Photograph of the building works completed by the applicants may be pasted in thick white paper and produced along with the documents.
- vii. Brochures, Pamphlets etc., shall also best attached along with the documents volume.
- viii. All applicants are cautioned that the Qualification Tender application containing any deviation from the contractual terms and conditions, specifications or other requirements will be rejected as Non-Responsive and low performance reliability.

III.METHODS OF TENDERING:

- i. If the Qualification application is made by an individual, it should be signed by the individual, with his full name and his current address.
- ii. if the Qualification application is made by a sole Proprietary firm, it shall be signed by the proprietor along with his full name and full name of the firm with its current address. Documents with regard to registration as firm by the Registrar of Firms should be produced.
- iii. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership/by power of attorney) –for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.
- iv. If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its existence along with the Qualification schedule.

IV.CAPABILITY OF APPLICANT:

The Applicant shall include with the Qualification schedule, details in the prescribed preform a vide Annexure A to H.

I. Annexure A	-	Structure and Organization
II. Annexure B	-	Financial Capability Statement
III. Annexure C	-	Plant and Equipment's
IV. Annexure D1 & D2	-	Work experience (works completed and works in Progress)
V. Annexure E	-	Details of Abandonment of work Litigation/ Debarring done
VI. Annexure F	-	Affidavit on Non-judicial stamp paper
VII. Annexure G	-	Undertaking to abide by modified terms and Conditions, if any
VIII. Annexure H	-	Details of Technical Personnel under Regular Employment with the Applicant.

BID CAPACITY:

Tenderers who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The bid capacity of the applicant shall be computed in the following lines.

Assessed Available Bid Capacity = (A X N X 2 - B)

Where

A = Maximum value of Civil Engineering works , Hard scape and Soft scape works executed in any one year during the last five years (updated to price level) taking into account both the completed as well as the works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited now.

B = Value, at * price level, existing commitments and the on-going works that is to be completed during the next one year.

Note:- The statements showing the value of existing commitments and on – going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge (not below the rank of an Executive Engineer or equivalent).

Note :-

1. If any of the information furnished by the applicant is found to be concealed or false, at a later date, the contract will be terminated forthwith without prejudice to the rights thereon; Consequent on termination action will be taken against the contractor for banning of business dealings, with all Government departments.

2. All the documentary evidences should be stitched (Spiral binding should be avoided) neatly and the pages should be serially numbered, Index of the Documents produced, should be furnished in the index.

3. The evaluation will be done only based on the information, evidence, documents, records particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidence without omission.

4. As far as possible, details shall be furnished in the schedules appended to this application. If the space left is found insufficient additional sheets may be attached to the schedules.

5. Photographs of the Hardscape and Softscape works completed by the applicants may be pasted in thick white paper and produced along with the documents.

6. Brochures, Pamphlets etc. shall also be stitched along with the documents volume.

7. All applicants are cautioned that the Pre – Qualification Application containing any deviation from the contractual terms and conditions, specifications or other requirements will be rejected as non – responsive and low performance reliability

V. OPENING OF TECHNICAL BID (QUALIFICATION SCHEDULE) & PRICE BID SCHEDULE:

- i. Technical Bid (Qualification schedule) & Price Bid placed in separate sealed super scribed covers and both placed in a common sealed super scribed cover will be received in upto **2.00 PM on 22.07.2022** **Technical Bid (Qualification schedule) will be opened on the same day at 3.00 PM** by the Tender Scrutinising Committee, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5 in the presence of the applicant or their authorized representatives (who should produce the authorization issued by the firm/ Company) who choose to be present.
- ii. The Qualification schedule cover received will only be opened and evaluated on a PASS or FAIL basis against the Criteria in Parall above.
- iii. The Qualification schedule and price Tender Schedule received belatedly on account of any reasons what so ever will not be opened or considered and will be returned unopened to the applicant.
- iv. Telegraphic applications will not be entertained.
- v. The date of opening of price tender will be notified well in advance to the qualified applicants after evaluation of qualification schedule.

VI. EXECUTION OF AGREEMENT:

- i. The successful Bidder is required to execute an agreement with the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5 in **Rs. 100/- judicial stamp paper within a period of 15 days** from issue of letter of Acceptance. For failure to sign within 15 days, the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5, shall have an option either to extend this period for signing the contract or take any other action as deemed necessary, including calling for re-tenders.
- ii. The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contractor any part thereof.

VII. WORK ORDER:

After successful execution of the Agreement and payment of Security Deposit, Work Order for **Construction of Open well in SHF Vannikonenthal, Tirunelveli District** will be issued to the successful Bidders by the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.

VIII. SUPPLY OF MATERIALS:

Cement and Steel will be procured by the contractor at his own cost.

IX. PAYMENT:

Part or final Payment will be made by The Managing Director, Tamilnadu Horticulture Development Agency , Chepauk, Chennai or the officers nominated by the Managing Director only on satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurements and check measurements in the M. Book by the Engineers.

X. PENALTY AND TERMINATION CLAUSE:

In case of delay of 30 days beyond the stipulated 6 months period or further extended period, as mutually agreed for reasons recorded, Rs. 500/- per day will be levied and collected as penalty. In case of delay between 31-60 days, Rs.1,000/- per day will be levied and collected as penalty. In case of delay beyond 60 days, Rs. 2,000/- per day will be levied and collected as penalty with option to cancel the work order, Security Deposit forfeited and contractor black listed in addition to the penalty.

The employer reserves the right to levy and collect penalty upto Rs.2,000/- per day for delays in achieving the milestones in the intermediate period as stipulated in the contract. The Employer also reserves the right to terminate the contract if the work is not executed as per condition of contract during the intermediate period.

Annexure A

STRUCTURE AND ORGANISATION

1	Name of the Applicant	:	
2	Status	:	
	Individual contractor	:	
	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
3	Head Office/Registered office address with phone/ Telex / Fax Number	:	
4	Regional Office address with Phone/Telex/Fax Number	:	
5	Local office (if any) address with Phone/Telex/Fax Number	:	
6	Field of activity of the Applicant as per deed of Partnership/Memorandum of Association/Articles of associates (Civil) Engineering Contractor/ General Engineering Contract/Electrical Engineering Contractor etc., should be specified.)	:	
7	Country and year of incorporation	:	
8	Mainline of Business	:	
9	Name, position, status, capacity etc., of the Key personnel/ directors of the company (Attach organization chart showing the structure of the company/firm)	:	
10	<p>Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed/ Memorandum of Association) in favour of the signatory to sign the qualification Application price Tender / Agreement should be appended.</p> <p>Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed/ Memorandum of Association) in favour of the signatory to sign the qualification Application price Tender/ Agreement should be appended.</p>	:	

Bidder's Signature with Seal

Annexure B
FINANCIAL CAPABILITY
(Please Annex.self-attested copies)

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No.	:			
3	TNGST/C.S.T. Registration No./VAT No.	:			
4	Annual turnover as per Income Tax returns filed for the past three years	:	TAX YEAR	Figures	Words
		:	2018-19		
		:	2019-20		
		:	2020-21		
5	Annual turnover as per audited statement of account duly certified by the Chartered Accountant during the preceding Five years (Attach attested copy of balance sheets)	:	TAX YEAR	Figures	Words
		:			
		:			
		:			
6	Financial Position				
	I. Cash in hand	:			
	II. Cash in Bank	:			
	III. Current Assets	:			
	IV. Current Liabilities	:			
	V. Working Capital	:			
	VI. Networth	:			
7	Outstanding value of works already committed and in progress and time left for completion. (Details for each work to be furnished separately)	:			
8	Amount available in capital Account				
	I. Paid up share capital of (Partners or Share holders)	:			
	II. Called up and subscribed share capital	:			
	III. Reserves under capital account	:			
	IV. Surplus under capital account	:			
9	Net profit before tax during the preceding three years	:	TAX YEAR	Figures	Words
			2018-19		
			2019-20		
			2020-21		
10	Applicant's financial arrangements.				
	(a)Own resources				
	(b)Bank credits/Over Draft				
	('c)Source(Specify the source)				

Annexure C

DETAILS OF CONSTRUCTION EQUIPMENTS, TOOLS & PLANTS, VEHICLES THAT COULD BE DEPLOYED EXCLUSIVELY FOR THIS WORK

NAME OF APPLICANT:

Sl. No	Name of equipment/ Tools and plants/vehicles	Total requirement for this work	Equipment's owned by the Applicant		Equipment's currently under lease, available with the Applicant				Equipment's proposed to be taken on lease		
			No.	Year of purchase make and capacity	Present working condition	No.	Year of Manufacture make and capacity	Present working condition	No.	Year of Manufacture make and	Present working condition
1.	Concrete mixture with hopper	2Nos.									
2.	Vibrator	4Nos.									
3.	Dewatering Pumps	1No.									
4.	Lorry / Tipper / Tractor	3Nos.									
5.	Steel Centering materials to cover an	1,500Sq.m									
6.	Mechanical spray set for curing	1Set.									
7.	Other tools and plants available with the applicant										

Note: For the equipment's currently under lease with the Application, date of expiry of lease period shall be furnished.

Bidder's Signature with Seal

ANNEXURE D -1

WORK EXPERIENCE LIST OF BUILDINGWORKS / LANDSCAPING DEVELOPMENT WORKS LIKE IMPROVEMENTS OF PARKS AND GARDENS COMPLETED IN THEPRECEDING THREE YEARS.

Name of the Applicant:

Sl. No .	Type and Nature of work	Location Village/ Town / Taluk/ District/ State	Name and designation of the employer / owner	Value of work as per Agreement Rs.	Agree-ment No.	Stipulated period of contract as per agreement	Date of commen cement of the work	Date of actual completio n of work	Reasons for delay in completio n (if any)	Actual value of work executed as per final payment	Quality of work done
1.											
2.											
3.											
4.											
5.											
6.											
7.											

1. Certificate issued by the Engineer-in-charge (not below the rank of Executive Engineer/Project Engineer) of each of the work is to be appended

Bidder's Signature with Seal

ANNEXURE D -2

LIST OF SIMILAR TYPE OF WORKS COSTING MORE THAN Rs.50.00 LAKHS UNDER SINGLE AGREEMENT COMPLETED IN THE PRECEDING THREE YEARS

Name of the Applicant:

Sl. No.	Nature of work with location	Name and designation of the employer / owner	Agreement No.	Total Value of work as per Agreement Rs.	Period of completion Stipulated in the agreement	Date of commencement of the work	Balance period available for completing the remaining portion of the work	Value of work so far completed	Value of balance items of work to be completed Rs.	Physical progress or stage of work	Remarks
1											
2											
3											
4											
5											
6											
7											

Bidder's Signature with Seal

ANNEXURE D-3

DETAILS OF WORKS ALREADY COMMITTED BY THE APPLICANT AND ARE IN PROGRESS

Name of the Applicant:

Sl. No.	Nature of work with location	Name and designation of the employer / owner	Agreement No.	Total Value of work as per Agreement Rs.	Period of completion Stipulated in the agreement	Date of commencement of the work	Balance period available for completing the remaining portion of the work	Value of work so far completed	Value of balance items of work to be completed Rs.	Physical progress or stage of work	Remarks
1											
2											
3											
4											
5											
6											
7											

Bidder's Signature with Seal

Annexure E

INFORMATION REGARDING CURRENT LITIGATION/ DEBARRING/ EXPELLING OF APPLICAN TO RABANDONMENT OF WORK BY THE APPLICANT

1.(a) Is the Applicant currently involved in any Arbitration/
Litigation relating to any contract works Yes/No

(b) If Yes, Details thereon

2.(a) Has the Applicant or any of its constituent partners been
Debarred/Expelled by any agency during the
Last Five years Yes/No

(b) If yes, Details thereon

3.(a) Has the Applicant or any of its constituent Partners
Failed to complete, any contract work during the past
Five years. Yes/No

(b) If yes, give details thereon

Note: If any information in this Annexure is found to be incorrect or concealed, the Qualification Application will be summarily rejected & price tender will not be opened.

Annexure F- AFFIDAVIT

(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly Certified by Notary Public)

1. I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
2. I/We the undersigned do hereby certify that neither my/our firm/company nor any of its constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last Five years.
3. I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last Five Years.
4. I/We the undersigned authorize(s) and request any bank/person/ firm/ corporation/ Government Departments to furnish pertinent information deemed necessary and requested by the Managing Director, Tamilnadu Horticulture Development Agency, Chennai 5 to verify the statement made by me/us or to assess my/our competence and general reputation.
5. I/We the undersigned, understand(s) that further qualifying information/ clarifications on the statement made by me/us may be requested by Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5 and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.5.

Dated Signature of Applicant with Seal

(To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: - In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company) (Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at..... and signed before me on this day of
(Seal)

(Signature of the Notary Public)

Bidder's Signature with Seal

Annexure G
UNDERTAKING

Under taking should be furnished in a Twenty Rupees Non-Judicial Stamp paper with the Qualification application and certified by the Notary Public.

I/We _____ the applicant do hereby undertake that I/we will abide by the terms and conditions if any modified by the Government in the contract conditions subsequent to submission of Qualification schedule/price tender or subsequent to execution of the agreement.

Place:

Date : _____ Signature of the applicant with Seal

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at..... and signed before me.....on this day of

Place: Date:

Signature of the Notary Public with Seal

I/We

Annexure H

Details of Technical Personnel Under regular employment of the applicant who can be made available exclusively for this work

Name of Bidder:

Sl. No.	Designation	Educational Qualification	Under regular employment with Applicant since	Total Span of Experience	Salary being paid	Remarks
1.	1 B.E Civil (or) equivalent Degree holders with 5years' experience (or) not less than 2 retired Sub-Divisional Officers (Assistant Executive Engineer or Assistant Divisional Engineer)					
2.	2 Diploma holders in Civil Engineering with 2 years of the experience (Or) 2 Retired Junior Engineers.					
3.	One Horticultural Officer with B.Sc.(Hort.) With 3 years of experience					

Bidder's Signature with Seal

ADDITIONAL CONDITIONS

1) CEILING LIMIT OF PACKAGES IN A PROJECT

For improving efficiency of execution of work more than 2 packages will not be awarded for a single contractor in a single project. If one contractor offered lowest rate for more than 2 packages the lowest bidder (L1) will be disqualified for the third and subsequent packages and the packages will be awarded to the next lowest bidder (L2) to the rate quoted by (L1).

2) DESIGN VARIATION ALLOWANCES

The contract price will be adjusted to an increase of 10% and decrease of 20% for Design variation allowances.

3) MAINTENANCE OF SOFT SCAPE WORK

The contractor who carry out the soft-scape work should maintain the Trees, Plants and Grasses etc., for one year from the date of planting, if such items of works are included in the agreement.

4) EMPLOYMENT OF TECHNICAL ASSISTANTS

The tenderer who himself is not professionally qualified should undertake to employ qualified technical men at his cost to look after the work. The tenderer should state in clear terms whether he undertakes to employ technical men required by the Department specified in the Schedule for the work. In case the selected tenderer is professionally qualified or has undertaken to employ. Technical men under him he should see that one of the technically qualified men is always at the site of work during working hours, personally checking all items of works and paying extra attention to such works as may demand special attention e.g. Reinforced cement concrete works etc.

Employment of Technical Personnel

1. From one to Rs.5.00 Lakhs	One Diploma holder in Civil Engineering (or) Not less than one retired Junior Engineer
2. From Rs.5 to 10 lakhs	One B.E., (Civil) (or) Equivalent Degree holder (or) not less than one retired Sub Divisional Officer AEE/ADE (or) One Diploma Holder with three years' experience
3. From Rs.10 to 25 lakhs	One B.E., (Civil) with 3 years' experience plus ONE DIPLOMA Holder in Civil Eng. (or) Equivalent Degree holder with 3 years' experience plus one Diploma holder in Civil Eng. (or) Not less than one retired Sub-Divisional Officer plus one Diploma holder in Civil Eng. (or) Two diploma holder in Civil Eng. With 3 and 5 years experience respectively.

Bidder's Signature with Seal

4. From Rs.25 to 50 lakhs	One B.E., Civil with 3years' experience plus two diploma holders in Civil Eng.(or) One B.E.,(Civil) with 3 years' experience plus two retired Junior Engineers.(or) Equivalent degree holder with 3years' experience plus two Diploma holders in Civil Eng.(or) Two retired Junior Engineer (or) One retired Sub Divisional Officer (AEE or ADE) Plus two diploma holders in Civil Eng.(or) One retired SDO (AEE or ADE) Plus two retired Junior Engineers
5. Above Rs.50 lakhs	To be examined in individual cases depending upon the nature of work and the technical skill involved and defined in the tender notice regarding the No. of qualified technical personnel to be employed by the contractor

6. A penalty of Rs.2,000/-PM for diploma holder and Rs.5,000/-PM for Degree Holder is levied in case of default on the part of contractors in the norms mentioned above.
7. The employment of Technical Assistant should be based only on the value of contract. Engineers with Mechanical Engineering qualification and retired from Civil Engineering Departments are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineering field.
8. It will not be in cum bent on the part of the Contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and during such period in the opinion of the Officer in charge, the employment of Technical Assistant is not required for the due fulfilment of the Contract.
9. A movement register should be opened and maintained for Technical Assistants employed by the Contractor or for the technically qualified contractor. The Technical Assistant or Technically qualified Contractor should note the arrival and the departure timings everyday along with their initials. Such Register should be produced during inspection of the Inspecting Officers.
10. A tenderer submitting a tender which the tender accepting authority considers excessive and/or indicative of the in sufficient 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 accepting authority may decide. The tender rates should be based on the controlled price for materials- price permissible for the tenderer to charge a private purchaser under the provision of clauses 8 of hoarding and profiting prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

11. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the competent authority, may at his discretion, cancel the contractor invoke any of the penalties for the breach of contract provided in the conditions of agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act. Contractor shall, during the currency of the contract, ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training/State Apprenticeship Adviser, Tamil Nadu. The contractor shall train the mas required under the Apprentices Act 1961, and the rules made there under and shall be responsible for all obligations of the Managing Director, TANHODA, Chennai, under said Act including the liability to make payments to the apprentices as required under the said Act.

Value of Contract	Category	No. to be appointed
Rs.1.00 lakh and up to Rs.3.00 lakhs	1. Building Contractor 2. Brick layer	1
Above Rs.3.00 lakhs and up to Rs.10.00 lakhs	1. Building Contractor 2. Brick layer Diploma holder in civil Engineering	1 1
Above Rs.10.00 lakhs and up to Rs.50.00 lakhs	1. Building Contractor 2. Brick layer B.E. (Civil) or equivalent degree holder	1 1

"Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and Training/State Apprentice ship Adviser, a certificate to the effect that "That contractor had discharged his obligation under the said Act, satisfactorily should be obtained from the Director of employment and Training/State Apprentice ship Adviser" and the same should be produced by the Contractor for final payment.

12. In the case of contracts for construction of buildings either permanent or semi-permanent buildings, as sum equivalent to 21/2% of the value of work done will be retained with the Govt. For a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so retained with the Govt. Will be refunded only on the expiry of one year period referred to above and on execution of Indemnity bond by the contractor for a further period of our years. The contractor shall be liable to set right all the defects arising out of his faulty execution or sub-standard work noticed during the above five years period at his cost.

13. A statement giving particulars of equipment resources that will be put at the disposal of the work under the following classification should accompany the tender.
- a) Equipment (Transport of materials viz. Lorries and carts, concrete mixers)
 - b) Organisation
 - i) Technical & (ii) Unskilled
14. The tender of the contractor who agrees to employ the maximum No. of Ex.service Men (No. to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on their covering letter.
15. The Managing Director reserves to himself the right of allotting the different sub works to the different contractors or to one and the same contractor as he may decide after the receipt of tenders.
16. All rates quoted in the tender shall be **exclusive** of Sales Tax, payable under the sales tax act as amended from time to time (including amendment Act 38/34) and that the contractor is responsible to file the Sales Tax return and pay the amount of tax as amended by the Commercial Tax Department.**GST should be shown separately as per rules.**
17. No seignior-age shall be charged where due for materials quarried from the PWD or other Govt. Quarries. Assistance as necessary shall be given to the contractor by the Department to obtain access to quarries approved by the Officer in charge.
18. Seignior-age or charges due for the use of private quarries and private land shall be paid by the contractor.

Managing Director,
TANHODA, CHENNAI 5.

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that M/s. is a reputed Company with a good financial standing.

If the contract for the work namely, Construction of Open well in SHF Vannikonenthal, Tirunelveli District is awarded with the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs.----- to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager:

Name of the Senior Bank Manager:

Address of the Bank:

Stamp of the Bank:

Note: Certificate should be on the letter head of the bank.

TWO COVER SYSTEM**GOVERNMENT OF TAMIL NADU
TAMILNADU HORTICULTURE DEVELOPMENT AGENCY****TENDER DOCUMENT****PRICE TENDER DOCUMENTS**

NAME OF WORK : **Construction of Open well in SHF
Vannikonenthal, Tirunelveli District**

EMD AMOUNT : **Rs.36,500/-**

LAST DATE FOR RECEIPT OF TENDER : **Up to 02.00 PM on 22.07.2022**

PRICE BID**PART-B**

**Managing Director,
TANHODA, Chennai. 5.**

TENDER

To

His Excellency the Governor of Tamilnadu, represented by the
MANAGING DIRECTOR,
TANHODA, CHENNAI 600 005.

Sir,

I/We do hereby tender and if this tender be accepted undertake to execute the following work viz, Construction of Open well in SHF Vannikonenthal, Tirunelveli District.

1. as shown in the drawings and described in the specification deposited in the office of the Managing Director Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5, with such variations by way of alterations or additions to and omission from the said works and method of payment as are provided for in the conditions of contract for the sum of Rupees (in figures and words) 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 measurements at unit prices"
2. I/We have also completed the priced list or items in schedule "A" annexed (in words and figures) for which I/We agree to execute the work and receive payment on measured quantities as per the General Conditions of Contract
3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my or our tender, I/We have carefully followed the instruction in the tender notice and have read the Tamilnadu Building Practice and the General Conditions of Contract there-in and the Tamilnadu Building Practice addenda volume, and that I/We have made such examination of the contract documents and of the plans, specifications, 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 materials required to be furnished as to enable to thoroughly understand the intention of the same and requirement, covenants, stipulations and restrictions contained in the contract and in the said plans and specification, and distinctly agree that I/We will not hereafter make any claim or demand upon the Govt. based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, stipulations, restrictions and conditions.
4. I/We enclose an income tax verification certificate.
I/We being a registered PWD /Other Depts. contractor have already produced an Income Tax verification certificate during the current calendar year in respect of (here particulars of the previous occasions in which the certificate was produced should be given) The legal address of the contractors for service of all letters and notices will be as follows.
(i) (a) We enclose herewith details of the payment of the sum of Rs..... (to be entered in words and figures) as Earnest Money not to bear interest

b) I/We have paid Rs (Rupees
 against the EMD of
 Rs. (Rupees only) since I am / We
 are eligible to pay the Earnest Money Deposit at concession rate.

(c) In lieu of cash deposit, I/We have enclosed a ----
 ----- bearing No. ----- date -----
 issued by ----- for a value of Rs. ----- (Rupees -----
 -----only) drawn / endorsed pledged in favour of the
 Managing Director, TANHODA, CHENNAI.

(d) I am / We are ----- and hence exempted from payment
 of EMD.

1. If my/our tender is not accepted this sum shall be returned to me/us on my/our applications when intimation is sent to me/us of rejection or at the expiration of three months from the date of this tender whichever is earlier. If tender is accepted, the Earnest Money shall be retained by the Govt. as security for the due fulfilment of contract. If upon intimations being given to me/us by the authority authorised by the Governor under article 299 (1) of the constitution (hereinafter called the accepting authority) of acceptance of tender (I/We) fail to make the additional security Deposit, then I/We agree to the forfeiture of Earnest Money Deposit. Any notice required to be served on me or us hereunder shall be sufficiently served on me or us if delivered to me or us personally or forwarded to me or us by post (Registered or ordinary) or left at my or our address given herein. Such notice shall, if sent by post be deemed to have been served on me or us at the time when in due course of post it would be delivered at the address to which it is sent.
2. I/We fully understand that on receipt of communication of acceptance of tender from the accepting authority, there emerges a valid contract between me/us and the Governor of Tamilnadu and the tender documents i.e. Tender notice, tender with schedules, General Conditions of Contract and special conditions of the tender, negotiation letters, communications of acceptance of tenders, shall constitute a contract for this purpose and be the foundation of rights of both the parties provided that it shall be open to accepting authority to insist on execution of any written Agreement by the tenderer, if administratively considered necessary or expedient.
3. I/We have also signed the copy of Tamilnadu Building practice and National Building code and added a volume, thereto maintained in the PWD office in acknowledgement of being bound by all conditions of the clauses of the General Conditions of Contract and all specifications for item of works described by a specification number in Schedule A.
4. In consideration of the payment of Rupees or such of the sum as may be arrived at under the clause of the General conditions of contract, relating to payment of lump sum basis or by final measurement at unit prices I/We agree subject to said conditions to execute and complete the works shown upon the said drawing and described in the specifications and to the extent of probable quantities shown in (Schedule - A) with such variations by way of alterations additions to or deductions from the said work and method of payment there for as are provided for in the said conditions.

5. The term "Managing Director" in the said condition shall mean the Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5, Department officer in charge of the Agency having jurisdiction for the time being over the work who shall be competent to exercise all the powers and privileges reserved herein in favour of the Govt. with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorised under articles 299 (1) of the constitution.
6. I/We agree that the time shall be considered as the essence of the contract and I/We hereby agree to commence the work as soon as this contract is accepted by the competent authority as defined by the Tamilnadu Public Works Department code and the site (or premises) is handed over to me/us as provided for in the said conditions and agree to complete the work within prescribed period reckoned 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" subject nevertheless to the provisions for extension of time contained in clause 56 of the General Conditions of Contract appended to the Tamilnadu Building Practice
7. I/We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of Managing Director, the security deposited by me/us as herein before recited or such portions thereof as I/We may be entitled to under the said conditions be paid back to me/us as provided in clause 64 of the General conditions of Contract.
8. I am/We are professionally qualified and my/our qualification is as follows.
I/We in pursuance of clause 18 of tender notice, undertake to 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 may require special attention (e.g.) reinforced cement concrete.

Sl. No.	Name of the Technical Staff proposed to be employed	Qualification	Experience

1. I/we agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General Conditions of Contract shall be :
 - a. The Managing Director, TANHODA, Chennai 5 in case, the value of claim does not exceed Rs.50,000/- and
 - b. I / We agree that in case, the value of the claim is Rs.50,001/- and above, the remedy will be through the competent civil court only

Signature of the Contractor with Date

II. TENDER NOTICE

On behalf of Governor of Tamil Nadu, tenders will be received by the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5 at his office at Chennai -5 upto **02.00 p.m. on 22.07.2022 Construction of Open well in SHF Vannikonenthal, Tirunelveli District.**

The tender should be in the prescribed form published by The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5.

The tenders will be opened by The Tender Scrutinizing committee, Tamilnadu Horticulture Development Agency, Chepauk, Chennai - 5 at **3.00 p.m. on 22.07.2022** at the place and on the date above mentioned.

The tenderer 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 a statement of the attested and unattested correction therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. 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 absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer, shall then accept the statement of the corrections without any questions whatsoever.

1. Tenders must be submitted in sealed covers and should be addressed to The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5 the name of the tenderer and the name of the work being written 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 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 authorization. Such tendering Corporation may be required before the contract is executed to furnish evidence of its corporate existence.
2. Each tenderer must also send a certificate of income-tax verification from the appropriate income-tax authority, in the form prescribed therefore. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.

In the case of proprietary or partnership firm it will be necessary to produce the certificate afore mentioned for the proprietor or proprietors and for each of the partners as the case may be.

If the tenderer is a registered contractor, certificate for the current year has to be produced by him.

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

3. Each tenderer must pay, as earnest money, a sum of **Rs.36,500/-** in the form of Demand Draft/Bankers cheque of Nationalized/Scheduled Bank in name of the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5. The 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 three months from the date of tender, whichever is earlier. The refund will be authorised by The Managing Director, Tamilnadu Horticulture

Bidders Signature with date

Development Agency, Chepauk, and Chennai.5. The earnest money will not be received in cash or currency notes by the department, at any cost. The earnest money deposit 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.

4. The tender will remain valid for 90 days (Ninety Days) from the last date of receipt of tender. The validity period can be extended further if the contractor gives his consent in writing, specifying the period of extension.
 - I. The tenderer whose tender is under consideration shall attend the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.5 Office, before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith upon intimation being given to him of acceptance of his tender by the officer duly authorized in this behalf under the article 299 (i) of the constitution, hereinafter called the accepting authority "make security" deposit of 2 per cent of the value of contract in one of the forms prescribed in Tamil Nadu Public Works Accounts Code (i.e.) by taking into account the amount of Earnest Money Deposit, already deposited with the tender, it would be sufficient to pay the balance amount to make up the 2 percent of the value of contract for the purpose of security deposit.
 - II. The security deposit together with earnest money deposit and the amount withheld according to clause 64-1 of General conditions to the contract, shall be retained as security for due fulfilment of contract.
 - III. On receipt of written communication of acceptance of tender, if the tenderer fails to pay the requisite security deposit within the period specified in the written communication or back out from the tender, or withdraw his tender, the Earnest Money Deposit shall be forfeited to the Government.
 - IV. If the contractor fails to carry out the contract, after paying the requisite deposit then he will be liable for the excess expenditure, if any incurred to complete the work, as contemplated in the General conditions to the contract.
 - V. It shall be expressly understood by the tenderer that on receipt of written communication of acceptance, of tender from the accepting authority, there emerges a valid contract between the Government of Tamilnadu and the tenderer, for execution of the work without any separate written agreement. Hence for this purpose, the tender documents (i.e.) tender notice, tender offered by contractor, General conditions to the contract, special conditions to the contract, negotiation correspondence, written communication of acceptance of tender etc. shall constitute a valid contract and that will be the foundation of the rights of both the parties to the contract. Provided that, it shall be open to the accepting authority to insist execution of any written agreement by the tenderer, if administratively considered necessary or expedient.
5. The tenderer shall examine clearly the Tamil Nadu Building Practice and also general condition to contract contained therein, and sign the PWD Office copy of the Tamil Nadu Building Practice and its agenda volume in token of such study before submitting his tender unit rate, which shall be for finished work in-situ. He shall also carefully study the drawings and additional specification and all the documents connected with the contract. The Tamil Nadu Buildings Practice and other connected documents with the contract, such as specifications, plans descriptive specification sheet regarding materials, etc. can be seen at any time between 10.00 a.m. and 5.45 p.m. on office days in the Office of The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai-5.

6. The tenderer's attention is directed to the requirements of materials under the clause "materials and Workmanship" and the general conditions to the contract. Materials conforming to the Indian Standard Specification shall be used on the work and the tenderer shall quote his rates accordingly.
7. Every tenderer is expected before quoting his rates to inspect the sites of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, and kilns etc., where from certain materials are to be obtained will be given in the Descriptive specifications sheet. The best class of materials to be obtained from the quarries or other source, defined shall be used on the work, of materials as called for in the standard specification or in this tender notice or as required by The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.5 in any case shall be submitted for The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.5's approval, before the supply to the site of work is begun. If the contractor after examination of the source of materials defined in the Descriptive specification sheet is of the opinion that materials complying with the standard or other specifications of the contract cannot be obtained in quality of sufficient quantity, from the source defined in the Descriptive Specification sheet, he shall so state in his tender and state where from he intends, to obtain materials, subject to the approval of the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.5 .
The Government will not, however after acceptance of contract, rate, pay any extra charges for lead or for any other reasons in case, the contractor is found later on to have misjudged materials available. Attention of the contractor is directed in the "General conditions to contract" regarding payment of seignior-age, tolls, etc.
8. The tenderer's particular attention is drawn to the sections and clauses in the General conditions to the contractor dealing with.
 - i. Test inspection and rejection of defective materials and work.
 - ii. Carriage
 - iii. Construction Plant
 - iv. Water and Lighting
 - v. Cleaning up during progress and for delivery
 - vi. Accidents
 - vii. Delays
 - viii. Particulars of payment

The contractor should closely peruse all the specification clauses which govern the rates which he is tendering.
9. A schedule of quantities accompanies this tender notice. It shall be definitely understood, that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alternation by omissions, deductions or additions at the discretion of The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.5 or as set forth in the conditions of contract. The tenderer will, however, base his lump sum tender on this schedule of quantities. He should quote specific rates for which he will undertake to do the whole, work, subject to the conditions of contract such lump sum agreeing with the total amount of schedule-A. This schedule accompanying the lump sum tender shall be written legibly and free from erasures, overwriting or conversion of figures. Corrections where unavoidable should be made by crossing out, initialling, dating and rewriting.
10. Tenderer offering a percentage deduction from or increase on the estimate amount 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 alterations which are made by the tenderer in the contract form the conditions of contract, the drawings, specifications

or quantities accompanying the same will be recognised and, if any such alternations are made the tender will be void.

11. The tenderer should workout his own rates, without reference being made to Public Works Department current schedule rates or the estimates which are not open for inspection by the tenderers.
12. The price at which and the source from which certain 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 price 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.
13. The attention of the tenderer is directed to the contract requirements as to the time of beginning work, the rates of progress and the dates for the completion of the whole work and its several parts. The rate of progress specified in the agreement and of proportionate value of work done from time to time as will be indicated by The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.⁵ certificates of the value of the 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.
14. No part of the contract shall be sub-let without written permission of the Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.⁵ nor shall transfer be made by power of attorney, authorizing others to receive payment on the contractor's behalf.
15. If further necessary information is required, The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.⁵ will furnish such, but it should be clearly understood, that tenders must be received in order and according to instructions.
16. The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.⁵ or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reasons therefor.
17. The tenderers who are themselves not professionally qualified shall under take to employ qualified men at their cost to look after the work. The tenderers should state in clear terms, whether they are professionally qualified or whether they undertake to employ technical men required by the department, specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technical men under him, he should see that one of the technically qualified men is always at the site of the work during working hours, personally checking all items of works and paying extra attention to such works as may demand special attention (e.g.) Reinforced concrete works etc.

SPECIAL INSTRUCTIONS TO THE TENDERERS

1. The tenderer should carefully go through the tender schedules and quote their rates for all items.
2. The rates should be filled neatly in figures and words and taking into account the metric unit specified in the tender, Scrubbing, over-writing and erasing should be avoided as far as possible.
3. The amount of each item of work should be worked out. Proper care must be taken in working out the amount of each item of work taking into account the unit for which the rate is quoted and the quantity of work to be done under the item.
4. The total from each page should be arrived at and carried over to every page and the grand total value of work should be worked out and shown at the end.
5. The tenders should be submitted along with a covering letter giving full details as called for in the tender notice and with particular care to the following items if they are registered contractors, together with the copy of letter registering them in the appropriate class (classes).
 - i. Details of the Earnest Money Deposit remitted in the form of Demand Draft/Bankers Cheque in favour of The Managing Director, Tamilnadu Horticulture Development Agency, Chepauk, Chennai.
 - ii. In case the tenderers are eligible for concessional Earnest Money Deposit and accordingly they have remitted, the reference number and date in which the concession was granted to them is to be specified and a copy of this aforesaid reference may be enclosed along with the tender for ready reference.
 - iii. Income tax clearance certificate should be submitted along with the tender or the tender on which the income tax clearance certificate was submitted to this office should be specified.
 - iv. Details of previous work done by the tenderers covering the cost of work, the agreement number and date, the department in which the work was carried out etc., so as to assess the previous experience of the tenderers at once as also make an easy reference to their record of work, Year-wise details should be furnished as to see that these tenderers have minimum experience of major buildings.
 - v. List of various machineries and other equipment's at the tenderers disposal for use in the execution of work.
 - vi. The tender forms should be filled in while submitting the tender. The tenders submitted without filling-up the tender form are liable to be rejected.
 - vii. The tenders must be submitted in a foolscap cover thereby duly signing all the conditions, plans and Schedules issued as Tender documents.

Bidders Signature with date

ANNEXURE TO THE TENDER NOTICE
SCHEDULE - A
(Schedule of Rates and Approximate Quantities)

The quantities here given 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 of extras or deductions for omissions according to the conditions of the contract as set forth in the General Conditions of Contract in Tamilnadu Building Practice and other conditions and specifications of this contract.

It is to be expressly understood that the measured work is to be taken net (Notwithstanding 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 Executing Officer and the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary and contingent works connected therewith. The rates quoted are for works in situ complete in every respect.

ENCLOSED

Date

Signature of the contractor.

III. TENDER EVALUATION

1. Tenders with tampered seals will not be accepted.
2. Tenders in which the rates are not written in words will generally be rejected. In case of any discrepancy while expressing rates in words, the rate whichever is advantageous to Govt. will only be taken into account. Tenders containing overwriting, corrections which are not attested by the tenderers will be liable for rejection.
3. The contractor should satisfy himself about the availability of the various materials at the quarries specified in the tender schedule for the work before tendering. In case, the contractor feels any difficulty in procuring the material from the stipulated quarries he should make a special mention of the fact with details of the quarry / Quarries from which he proposes to bring the required materials for the work in the covering letter to accompany his tender. Any claim for payment of extra cost on account of increase in the lead for materials at the later stage will not be accepted.
4. In case it is found by the Departmental Officers that the contractor has brought any of the required materials from a quarry with lesser lead than that is specified. In the schedule, proportionate deductions will be made from the contractor's rate of payment for the finished work for the respective item / items of work.
5. Income Tax and **GST** will be applied as per rules.

IV. Execution of Work

1. The entire work should be carried out as per specifications in the National Buildings code and Tamilnadu Building Practice.
2. The contractor shall make his own arrangements for clean and fresh water and shall meet all charges therefor. The special attention of the contractor is drawn to clause 36 of General Conditions of Contract regarding water and lighting.
3. The rates specified in schedule for the different items of works are for the finished work.
4. All minor baling and pumping incidental on the work shall be borne by the contractor. Where heavy pumping is required, the bailing will be done departmentally. If the contractor is asked to do, the charges will be paid as per actual plus 10%. The Executing Officer in charge of the work will be the final authority to decide whether pumping is minor or heavy.
5. The cement concrete for reinforced cement concrete works shall be machine mixed.
6. The lime mortar shall be ground in mortar mill as per T.N.B.P.
7. More than 90 cm height of concrete should not be laid in one day. At the place where the concrete is stopped, it should end in the form of steps so as to facilitate receiving of the next length of concrete. Once a height of 90 cm of concrete is laid, it should be cured for three days before further concrete is laid.
8. Deleted
9. Deleted.
10. Deleted
11. Deleted
12. Deleted.
13. The Managing Director will be at liberty to carry out any portion of the work at any time either departmentally or through any other agency in the interest of Govt. without assigning any reasons therefor to the contractor who is actually doing the work. The contractor is not entitled for any compensation on account of the same. The contract will be only subject to this condition.
14. In the event of the work being transferred to any of the offices under the control of the Managing Director, Tamilnadu Horticulture Development Agency, Chennai.5, the officer who is in charge of the office having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Government.
15. Earth work : Each and every borrow bit will be individually marked by the Section Officer and in urgent cases by the Masteries in charge of the work subject to the approval of the Section Officer. Earth should be removed only from the places marked and to the depth ordered by the above officer.

16. The contractor should locate pits for earth work in open places away from the old pits.
17. The contractor should not enter any private lands for removal of earth there from without the prior written consent of the landowners. If he does unauthorisedlly, the contractor alone will be held fully responsible for consequences arising there from.
18. Deleted
19. The contractor should not put in borrow pits for removal of earth on a haphazard/fashion and they should be put in the place and in such a manner as, may be directed by the officers in charge of the work. If any such unauthorized pits are put, the contractor will have to fill up the pits at his own cost.
20. Deleted
21. The Contractor should provide at his cost a site office room with Toilet facilities and Genset for the use of the Consultants / representatives and the government officials during their inspection.

V.SUPPLY OF MATERIALS

1. The contractor's rate for the different items of work involving the use of cement are inclusive of the cost of Cement
2. The cement required for the work will be supplied by the contractor himself
3. The contractor should make his own arrangement at his own cost to take delivery of the cement from the dealer and to convey the same to his store shed at site of work. The stock of cement with contractors should be accessible to the Departmental Officers for verification at any time.
4. Cement should be procured from authorized stockiest and dealers with details printed in the Cement bag as approved by ISI (Pozzolona Cement printed in red colour and other Cement bags including OPC in black colour)
5. All Cement quantity should be supplied in paper bags only at site of work.
6. Test certificate to be obtained from Government institutions and Quasi Government institutions only, mentioning the name of work & period of contract and should not be from private institutions.
7. The minimum content of cement is to be ensured in use for works as specified in IS : 450-1978 Table
- 8.

8a. TABLE - PHYSICAL CHARACTERISTIC REQUIREMENTS OF CEMENT (OPC)

Sl. No.	Characteristics	Requirements		
		33 Grade IS: 269-1989	43 Grade IS: 8112-1989	53 Grade IS : 12269-1989
1.	Minimum compressive strength in N/ Sq. mm			
	3 days	16	23	27
	7 days	22	33	37
	28 days	33	43	53
	Fineness (minimum) (Sq. m/Kg) Setting Time (minutes)			
	Initial - (minimum) Final - (maximum)	225	225	225
2.	Soundness, Expansion			
	Le Chatleier - (maximum) mm			
3.	Autoclave Test (maximum) %	30	30	30
		600	600	600
		10	10	10
4.		0.80	0.80	0.80

8.b. Cement Conditions :

The Procurement of cement of required specifications for the works subject to the following.

- A. The contractor shall procure cement required for the works only from reputed cement factories (main producer of their authorized agents, manufacturing cement to ISI standard) acceptable to the Officer-in-charge. The contractor shall be required to furnish to the Officer-in-charge bills of payment and cost certificates issued by the manufactures or their authorized agents to authenticate procurement of quality cement from the approved cement factory.

Bidders Signature with date

- B. The contractor shall procure in standard packing of 50Kg per bag bearing manufacturers name. The contractor shall make necessary arrangement at his own cost to the satisfaction of Officer-in- charge for actual weighment of random sample from the available stock and shall conform to the specification laid down by the Indian Standards Institution as the case may be. Cement shall be got tested in all aspects including through destructive and non-destructive test materials etc., as directed by the Officer-in-charge in advance before the use of cement bags. In case test results indicate that the cement arranged by the contractor does not conform to the relevant code, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a day's time of written order from the Engineer-in-charge to do so.
- C. The cement shall be brought at site in bulk of approximately 10 tonnes or as decided by the officer- in-charge for large works.
- D. The Cement Godown of the capacity to store a minimum of 200 bags of cement shall be constructed by the Contractor at site of work, for which no extra payment shall be made. The Contractor shall facilitate inspection of the Cement Godown by the Officer-in-charge at any time.
- E. The Contractor shall further at all times satisfy the officer-in-charge on demand by production or records and test book or by submission of returns and other proofs as directed that the cement is being used as tested and approved by the officer-in-charge for the purpose and the Contractor shall at all times, keep his record up to date and enable the officers-in-charge to apply such checks as he may desire.
- F. Cement which has been unduly long in storage with the Contractor or alternatively has deteriorated due to inadequate storage and thus become unfit for use on the works will be rejected by the Department and no claim will be entertained. The Contractor shall forth with remove from the work area any cement the Officer-in-charge may disallow for use of work and replace it by cement complying with the relevant Indian Standard Specifications.

9. Deleted

10. Deleted

11. Deleted

12. Deleted

13. Deleted

14. Deleted

15. Deleted

16. Deleted

CENTERING WORKS

17. Deleted

18. The contractor will be held responsible for the proper safe custody of all the Departmental materials which are handed over to the contractor until they are finally used on the work or taken over by the Department.

19. The shed for storing materials should be put up by the contractor at his own cost.

Bidders Signature with date

VI. Special Conditions for Earthwork Excavation in Hard Rock Requiring Blasting

In the case of earthwork excavation in hard rock requiring blasting the tenderer should observe the following conditions.

- a. The blasted rock shall be compactly stacked for measurement. The net quantity of blasted rock shall be arrived at by allowing a deduction of 40% for voids and compared with the pre-measured quantity and only the lesser of the Two shall be paid. Where the rock other than hard rock and hard rock are mixed upon ground, the Two kinds of rocks shall be stacked separately for measurement. The net measurement of two kinds of rock shall be compared with the pre-measured quantity and only the lesser of the Two shall be paid for. If the total of net measurement of the two kinds of rock exceeds (or) falls short of the measurements of mixture, the volume of mixture proposed to be paid shall be apportioned in the proportion of the net actual measurements of stacks of the two kinds of rocks.

Note :

- i. 40% deduction for voids shall be adopted for compact and proper stacking but such percentage of deduction shall be increased for loose (or) improper stacks.
- ii. The blasted rock material, stacked, measured and paid for shall become the property of the department.
- iii. I.S. Code No. 1200 (Part I) 1969 method of measurement of buildings and Civil Engineering of work. Part I "Earthwork" may be referred as and when necessary.

VII. Vitrified Tiles Flooring

- i. Deleted
- ii. Deleted.
- iii. Deleted.

III. GENERAL CONDITIONS OF CONTRACT

(In the following general conditions of the contract wherever the words PWD / highways and rural works appear such terms include Tamilnadu Horticulture Development Agency. Chennai also)

A. PREFACE

I. Intend and reference to Tamilnadu Building Practice

1.1 It is intended by these Tamilnadu Practice to describe;

- a. The character of the materials to be used
- b. The method of execution of work and
- c. The contractor's responsibilities to the Public, Government and his workmen and general contract conditions which are to be accepted by every contractor who executes work entrusted to him by the Department.

1.2 Wherever the term "Standard Specifications" or "Specifications" of the abbreviation "T.N.B.P. No" or "TNBP" is used in the specifications or in estimates or contract documents, it shall refer to the relevant specification in the Tamilnadu Building Practice.

1.3 The abbreviation "I.S." shall mean 'Indian Standard'

2. Applicability of the Tamilnadu Building Practice

2.1 It shall be unnecessary to include in any contract documents a specification for any item of work which is defined in the tender notice or in the contract schedule of work to be done by a Tamilnadu Building Practice number (TNBP No.) The fact that the item is defined as specification, shall mean that the contractor is to execute the work according to such specification modified as may be necessary by an addendum specification for that particular item of work. In the absence of specification for any work or material in the T.N.B.P. such work should be carried out in accordance with the instruction given by the Officer-in-charge.

2.2 THESE GENERAL CONDITIONS OF CONTRACT SHALL APPLY TO ALL AGREEMENTS ENTERED INTO BY CONTRACTORS WITH THE PUBLIC WORKS DEPARTMENT OR HIGHWAYS AND RURAL WORKS DEPARTMENT OR TANHODA AND shall form an inseparable condition of contract and **it shall not be necessary to append a copy of the same to the agreement.**

3. Contractor to sign in the Divisional (or the Sub- divisional) copy of the T.N.B.P.

3.1 Every Contractor who executes work for the Public Works Department or the Highways or TANHODA and Rural Works Department shall carefully study the specification for all items of work which are included in the schedule for work to be done and his obligation under the "General Conditions of Contract" which apply to all agreements, and he shall sign in the Managing Director copy of the T.N.B.P. (or the Other office under the control of TANHODA's Office copy if so arranged by the Managing Director as evidence that he understands clearly the conditions of contract governing his agreement and accepts the same.

Bidders Signature with date

3.2 It shall not be necessary for the contractors to sign the Divisional office copy of the T.N.B.P. for every contract awarded to him, but his signature therein will be evidence that he accepts the conditions of contract (which include the specifications) as detailed in the T.N.B.P. for every contract into which he enters. It shall also be the contractor's responsibility by frequent perusal of the Divisional Office (or the Sub Divisional Office) copy to become conversant with sanctioned alterations or additions made to the T.N.B.P. as soon as they are made. A separate volume of addenda to the T.N.B.P. will be maintained in each Division (or sub division office) as the case may be, in which will be entered all sanctioned corrections and additions. This must also be studied and signed by every contractor before executing an agreement. Interleaving corrections slips will not be made for this purpose. The contractor should purchase copy of the T.N.B.P. for his reference while executing work.

4. Sub-specifications

4.1 Works of similar nature having many common clauses in their specifications are grouped under one specification number with a "General" preface thereto and the sub-specifications are therefore given an alphabetical affix.

5. Additions and alterations to the T.N.B.P.

5.1 Additions and alterations to the T.N.B.P. will be incorporated in the addenda volume as authorised by the Chief Engineer.

6. Power of Managing Director and the officer authorized

to supplement or alter the T.N.B.P.

6.1 The Managing Director or the officer authorized by the Managing Director may alter the specification for any particular contract which is within their respective power of sanction, when such alteration is found necessary by attachment of a correction sheet to the contract form, bearing the T.N.B.P. number, the corrections and the signature of the Managing Director or the Officer authorized as the case may be, together with the signature of the contractor. Similarly additional specifications for items for which there are no standard specifications will be made by attachment to the contract documents of addendum specifications sheets bearing the signature of the Managing Director or the Officer authorized as the case may be and the signature of the contractor.

A-1. DEFINITIONS AND INTERPRETATIONS

7. Definition of terms

7.1 Wherever the words and expressions defined in this clause or pronouns used in their stead occur in contract documents (which includes the T.N.B.P) they shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) The Managing Director for the time being in charge of the concerned work under execution or such other departmental assistants or subordinates to whom the Managing Director may have delegated certain duties, acting severally within the scope of the particular duty entrusted to them.
- b) No delegation by Officer in charge which affects agreements; it is however, to be distinctly understood that the Officer in charge or the higher authority who is vested with the powers of acceptance of the particular agreement under reference will make no delegation of powers to such assistants or subordinates which in any way affects the agreement and its contract condition when such agreement is to be or has

been accepted by the Officer in charge or by the other higher authority respectively. The duties of such assistants or subordinates will be solely duties of supervision to ensure compliance with contract conditions.

- c) "Contractor means the particular persons, firm or corporation with whom an agreement has been made by the Officer in charge or higher authority as the case may be, for executing work defined in the concerned agreement and for purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agent, who is maintained on the work by the contractor.
- d) Works or work means the works by or by virtue of the contractor contracted to be executed whether temporary or permanent and whether original, altered substituted or additional or connected with the supply repairs or carriage of tools. and plant and supply of manufacture of other stores.
- e) Works importing the singular only also include the plural and vice-versa where the context requires.

NOTE: The terms Officer in charge, used in the following clauses shall where the context so requires, be construed as also including officers of the corresponding grade in the Highways and Rural Works Department and in TANHODA.

B. STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE – A

10.1 The quantities mentioned in tender notices and in agreement schedule - A, are worked out from the relevant drawing in office and may or may not be the actual required for execution. The Managing Director does not expressly or by implication agree that the actual amount of work to be done will correspond therewith but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.

10.2 Tenderers must satisfy themselves by a personal examination of the site of the proposed work, by examination of the plans and specifications and by others means as they prefer as to the accuracy and sufficiency of the statement of quantities and all conditions affecting the work and shall not at any time after the submission of their tender, dispute or complain of such statement of quantities or assert, that there was any misunderstanding in regard to the nature or amount of the work to be done nor in consequence apply for extension of time for completion beyond the agreement date.

11. Approximate not to mean deviation from drawings and specification

11.1 This declaration of the approximate, nature of the statement of quantities in Schedule. A does not, however, in any way imply that the quantities will be increased for departure by the contractor from strict compliance with sanctioned drawings and specifications to suit his own convenience or reduce his costs.

12. To compare tenders

12.1 The quantities in Schedule - A are given for a uniform comparison of lump-sum tenders.

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8. Evidence of Experience

Tenderers shall, if required, present satisfactory evidence to the Officer in charge that they have been regularly engaged in constructing such works, as they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by T.N.B.P. and the other specifications for the particular work if tendered for, in the event of their tender being accepted.

9. Legal address Notices

9.1 Tenderers should give in their tender their place of residence and postal address. The delivering at the above named place or posting in a post box regularly maintained by the Post Office Department or sending by letter registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor in writing as may be changed at any time by an instrument executed by the contractor, and delivered to the Officer in charge. Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

C DRAWINGS AND SPECIFICATIONS

13. Purpose

13.1 The contract drawing if any, read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type and class of materials to be used.

14. Conformance

14.1 The works shall be carried out in accordance with the drawings and specifications which form part of the contract and in accordance with such further drawings, details and instructions, supplementing or explaining the same as may from time to time be given by the Officer in charge..

14.2 If the work shown on any such further drawings or details, or other work necessary to comply with any such instructions, directions, or explanations, be in the opinion of the contractor, of a nature which the schedule rate in the contract does not legitimately cover he shall before proceeding with such work, give notice in writing to this effect to the Officer in charge and contractor failing to agree as to whether or not there is any excess rate to be fixed and the Officer in charge deciding that the contractor is to carry out the said work, the contractor shall accordingly do so, and the question whether or not there is any excess and if so the amount thereof, shall failing agreement, be settled by an arbitrator as provided in the arbitration clause, unless the subject is one which is left to the sole discretion of the Officer in charge under the clauses of these conditions of contract and the contractor shall be paid accordingly.

14.3 It shall be the responsibility of the contractor to give timely notice to the Officer in charge regarding anything shown on the drawings and not mentioned in the specification, or mentioned in the specifications and not shown in the drawings or any error or discrepancy in drawings or specifications and obtain his orders thereon. Figure dimensions are to be taken

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and not those obtained from scaling the drawings. In any discrepancy between drawings and specifications, the contractor shall forthwith apply to the Officer in charge for such further instructions, drawings or specifications as he requires it, being understood that the subject to be dealt with under the building procedure of best modern practice. The Officer in charge will furnish instructions, drawings or specifications if in his opinion, they are required by competent workmen, for the proper execution of the work.

15. Variations by way of modifications, omissions or additions.

15.1 For all modification, omissions from or additions to the drawings and specification, the Officer in charge will issue revised plans, or written instructions or both and no modification, omissions or additions shall be made unless so authorised and directed by the Officer in charge in writing.

15.2 The Officer in charge shall have the privilege of ordering modifications, omissions or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.

15.3 The contractor shall submit to the Officer in charge a statement giving details of the claims for any additional work within 30 days of the work and no claim for any such work will be considered which has not been included in the statement.

16. Copies of Drawing and Specifications

16.1 One copy of the available drawings and specifications (apart from the T.N.B.P. a copy of which the contractor should purchase for his reference) shall be furnished free of cost to the contractor for his own use. Such copies of supplementary details furnished by the Officer in charge shall be kept by the contractor on the work until the completion thereof, and the Officer in charge shall at all times have access to them.

17. Signed drawing - No authority to the Contractor

17.1 No signed drawing shall be taken as in itself an order for variation, unless either it is entered in the agreement schedule of drawings under proper attestation of the contractor and the Officer in charge or unless it has been sent to contractor by the Officer in charge, with a covering letter confirming that the drawing is an authority variation of the contract under reference.

D. MATERIALS AND WORKMANSHIP

18. To be the best quality

18.1 All materials, articles and workmanship shall be the best of their respective kind for the class of work described in the contract specification and schedule materials being obtained from sources approved by the Officer in charge. The word "best" as used in these specifications shall mean, that in the opinion of the Officer in charge there is no other superior quality of materials or finish of articles on the market and that there is no better class of workmanship available for the nature of the particular item described in the contract schedule. The contractor shall, upon the request of the Officer in charge, furnish him with the vouchers to prove that the materials are such as are specified.

18.2 Samples of materials shall be furnished at the contractor's expense to the Officer in charge when called for in the tender notice or ordered to be furnished by the Officer in charge prior to execution of any work.

19. Convention for proportions

19.1 Wherever the proportions are written by figures without further description and where the meaning is otherwise clear as to which figure is intended to apply to each material, then the usual conventions will be understood to apply.

For example,

1:2 Means 1 lime (or cement in accordance with the context) and 2 sand.

1:2:4 Means 1 lime (or cement in accordance with the context) 2 sand 4 broken stone (or other aggregate in accordance with the context).

20. Measurement and mixing

20.1 In the case of loose materials such as lime sand, cement, broken stone, surki, motor, etc. the proportions demanded by the specifications must be measured in properly constructed measuring boxes or weighed or in such other manner as shall be instructed by the Officer in charge. Measurement is not to be done in loose heaps when intimate mixtures such as mortar concrete, etc., are to be formed. The mixing must always be done on closely constructed platform so that there will be no leakage of any of the materials through the floor of the platform and also that no foreign materials can be incorporated during the mixing. These platforms must be approved by the Officer in charge. The cost of such measuring boxes and platforms and all the work referred to herein shall be borne by the contractor.' ..

21. Data

21.1 The materials and labour utilised in the execution of work by the contractor shall not be less than that given in the Tamilnadu P.W.D Standard Data for the relevant item.

NOTE In case the contractor considers that the materials and labour provided in the T.N.P. W.D Standard data for the execution of particular items of work are in excess, the contractor may furnish detailed data for such items along with tender with reasons for variations from P.W.D Standard Data.

22. Layout of materials stacks

22.1 The contractor shall deposit materials for the purpose of the work on such parts only on the ground as may be approved by the Officer in charge. He shall submit for the approval of the Officer in charge before starting work, a detailed site survey clearly indicating positions and areas where materials shall be stacked and sheds built.

23. Source of purchase of materials and stores

23.1 The Officer in charge shall, during the progress of the work, has power to cause the contractor to purchase and use such materials or supplies from Government brick fields, stores or other sources as may be specified in the contract for the purpose therein specified.

24. Contractor liable for materials supplied by Government

24.1 The contractor shall be responsible for all materials and other articles and things which may be supplied by Government from the time he takes delivery thereof and shall make good any loss, damage wastage or undue wear and tear that may take place from whatever cause and pay to Government for such loss, damage, wastage or undue wear and tear such sum as the Officer in charge may determine.

24.2 If at any time subsequent to the execution of the agreement Government materials other than those specified in the Agreement are to be supplied to the contractor for use on work they will be charged at the market value prevailing at the time of supply or stock issue rate which - ever is greater. The contractor will be informed in writing the rate which he demands for finished work in view of the fact that he is to use Government materials.

24.3 Deleted..

25. Test inspection and rejection of defective materials and works

25.1 The contractor shall provide proper facilities at all times for the testing of materials and inspection of the work by the Officer in charge, and the Officer in charge shall accordingly also have access at all times to the places of storage or manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.

25.2 The contractor shall, upon demand, also forward for the Officer in charge inspection test certificate supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which certificates are usually available.

25.3 The Officer in charge shall have power to reject at any stage, any work which he considers to be defective in quality of materials or workmanship and he shall not be debarred from rejecting wrought materials by reasons of his having previously passed them in an un worked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with the drawing and specification, shall be taken down and removed from the work site at the contractor's expense, within 24 hours after written instructions to the effect have been given by the Officer in charge. Replacement shall at once be made in accordance with the specifications and drawings at the contractor's expense.

25.4 In case of default on the part of the contractor to carry out such orders the Officer in charge shall have power to employ and pay other persons to carry out the orders at the contractors risk and all expenses consequent thereon incidental thereto shall be borne by the contractor.

25.5 In lieu of rejecting work not done in accordance with the contract, the Officer in charge may allow such work to remain, and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable.

25.6 Works opened for inspection:- The contractor shall, at the request of the Officer in charge, within such time as the Officer in charge shall name, open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request the officer in charge may employ other workmen to open up the same. If the said work has been covered up in contravention of the Officer in charge's instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of the Officer in charge the expenses of opening it and covering it up again whether done by or

recovered from the contractor. If the work has not been covered up in contravention of such instructions or if on being opened up it be found to be in accordance with the drawings and specifications or the written instructions of the Officer in charge, the expenses aforesaid shall be borne by Government and shall be added to the contract sum, provided always that in the case of foundations, or any other urgent works so opened up and requiring immediate attention the Officer in charge shall, within reasonable time after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection there of to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of Government.

26. Defects, shrinkages, etc, after completion

26.1 Any defects, shrinkage or other faults which may appear within six months from the completion of the works arising, in the opinion of the Managing Director from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Managing Director, shall, upon the directions in writing of the Managing Director and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost, unless the Managing Director shall decide that the contractor ought to be paid for the same at the rates agreed on such reduced or other rates, as the Managing Director may fix and in case of default, the Officer in charge may employ and pay other persons to amend and make good such defects, shrinkage or other faults or damage, and all expenses consequent thereon and incidental thereto shall be borne by the contractor.

26.1 (A) The shrinkage period of six months referred to in main clause 26.1 above, will be five years in respect of all contracts for construction of original buildings either semi- permanent or permanent to ensure structural stability of the building.(G.O.Ms. No. 181 PWD 28.1.86)

26.2 Provided that in the event of Government taking over portions of the works as and when they are completed the liability of the contractor under this clause shall extend to a period of **six months (or five years as the case may be) from the date of final taking over** the of the work irrespective of the actual dates on which portion of the works were taken over.

27. Officer in charge's Decision

27.1 To prevent disputes and litigation, it shall be accepted as an inseparable part of the contract that in matters regarding materials workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carrying out of the work, the decision of the Officer in charge shall be final and binding on the contractor and in any technical question which may arise touching the contract, the Officer in charge's decision shall be final and conclusive.

28. Dismissal of workmen

28.1 The contractor shall employ in and about the execution of the works only such persons as are careful, skilled and experienced in their several trades and callings and the Officer in charge shall be at liberty to object to and request the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Managing Director misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Officer in-charge.

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D.1 GENERAL OBLIGATIONS

29. Contractor's maistry or agent and contractor's staff

29.1 The contractor shall in his own absence keep constantly on the works a competent maistry or agent and any directions or explanations given by the Officer in charge or his representatives to such maistry or agent shall be held to have been given to the contractor. The contractor shall further provide all staff necessary for the proper supervision, execution and measurement of the work to ensure full compliance with the terms of the contract. .

30. Government Maistries or agents

30.1 The Government may be represented of the work by an agent clerk of the works, or maistry who is not borne on the official or officers and subordinates of the P.W.D. or Highways Or TANHODA and Rural Works Department. He (if appointed) shall, in the absence of the Officer in charge, furnish the contractor with the Officer in charge's or his representative's instructions of the works and the contractor shall duly comply with such instructions and directions to the progress and execution of the works and the contractor shall duly comply with such instructions and directions and shall on the written requisition of the maistry clerks of works or agent, stay the further progress of any portion of the works which in his judgment is being constructed with unsound or improper material or workmanship, until the opinion and determination of the Officer in charge shall be obtained thereon, but such maistry clerk of works or agent is to have no power whatever to order any extra works or deviation from the specifications and drawings.

E. INCLUDED IN CONTRACT RATES

31. Defining contract schedule rates

31.1 The rate entered in a contract schedule for any class of work shall be for finished work in situ and shall include all contingent expenses whether direct construction expenses involved in the building in place in accordance with the drawings and specifications or whether expenses imposed by an outside authority such as local body. Such contingent expenses shall not entitle the contractor to claim an extra in respect thereof.

32. Carriage

32.1 Rates for finished work shall always include the cost of conveyance and all leads, lifts, loading unloading and stacking in the manner and at the place ordered by the officer in immediate charge of the work, unless circumstances necessitate provisions for a separate schedule item, in which case for such will be specified in the tender notice or schedule.

32.2 Wherever the term "carriage" of "conveyance" is used in a schedule item, it shall in the absence of other schedule provisions or modifying description in the specification, be taken to include all leads, lifts loading, unloading and stacking in uniform stacks to the satisfaction of the Officer in charge with careful attention to close packing in case of materials which are to be measured in stacks as a basis of payment for finished work.

NOTE :

- i. In the case of important leads and lifts as may occur in river conservancy and other such works where lifts over flood banks and long leads may be involved, it is usual to make separate schedule item provision with a specification defining the exact work to be done for each tendered rate.
- ii. Payment for carriage will ordinarily be by bulk for weight at a rate between specified place and on the basis of the method adopted in the standard schedule of rates for carriage of materials. The distances will be measured by the nearest practicable and cheapest routes, whether metalled or un metalled road or cart track.

32.3 When cart or vehicles of any sort are engaged by the day, the quantity of materials to be conveyed, the distance to be travelled and the number of trips to be made shall, if he considers necessary be fixed by the Officer in-charge.

32.4 The contractor is responsible for making good all loss in transporting materials entrusted to him or his agents, whether caused by wastage, breakage, theft or any other cause.

32.5. No payments shall, in any case, be made for the return trips with carts empty. Where there are loads also for the return trip the agreement rates should allow for the reduced cost thereby on each set of materials so conveyed.

33. Constructions plant

33.1 The contractor shall include in his tendered price and shall provide and install all necessary construction plant and shall use such methods and appliances for the performance of all the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which in the opinion of the Officer in charge will ensure the completion of the work within the time specified. If at any time before the commencement, or during the progress of the work, or any part of it such methods or appliances appear to the Officer in-charge to be insufficient or inappropriate for securing the quality of the work required or the said rate of progress, he may order the contractor to increase their efficiency or to improve their character, and the contractor shall comply with such orders, but the failure of the Officer in-charge to demand such increase of efficiency or improvement shall not relieve the contractor from his obligation to secure the quality of work and the rate of progress required by the contract and the contractor alone shall be responsible for the efficiency and safety of his plant, appliances and methods.

33.2 It is however, open to Officer in charge to lend or supply to the contractor any tools, implements, materials and machinery that the Officer in charge may consider desirable but for any such tools, implements, materials and machinery that may be lent or supplied to contractor by Government, the contractor shall pay such deposit and hire, or purchase price as may be determined by the Officer in charge. All articles that may be so lent or hired to the contractor shall be returned in good serviceable condition by him to the Officer in charge before the final bill for work is paid and any shortage or damage shall be recovered from the contractor in the final bill at such rate as may be determined by the Officer in charge after making such allowance as he may consider suitable for fair- wear and tear.

34. Scaffolding instructions

34. All requisite scaffolding shall be provided at the contractor's expense and shall be double, i.e. it must have two sets of upright supports. Care must be taken to ensure the safety of the work people and the contractor must comply with such instructions as the Executive may issue to ensure such safety. The contractor will be entirely responsible for any damage or injuries to persons or property resulting from ill erected scaffolding, defective ladders, or otherwise arising out of his default in this respect. The contractor's attention is also invited to the "safety code"

35. Temporary structure

35.1 The Contractor shall erect and maintain at his own cost temporary weather proof sheds at such places and in a manner approved by the Officer in-charge for keeping materials under cover. The contractor shall also provide and maintain at his own expenses such temporary fences, guards, bridges and roads as may be necessary for the execution of his contract work or for safeguarding or accommodating the public. If the Officer in charge shall order any departure from the arrangements made of the contractor, the contractor shall comply with such orders as the Officer in charge may issue to safeguard or accommodate the public. Sheds for housing workmen shall be provided at the contractor's expense if, in the opinion of the Officer in charge, such are necessary or desirable,

36. Water and Lighting

36.1 The contractor shall pay all fees and provide water and light as required from municipal mains or other sources and shall pay all charges there for (including storage tanks, meters, etc) for the use of the work and workmen unless otherwise arranged and decided on in writing with the Officer in charge. The water for the works shall be, as far as practicable, free from earthy vegetable, or organic matter and from salts or other substances likely to interfere with the setting of mortar or otherwise prove harmful to the work.

37. Sun protection keeping dry and pumping

37.1 The contractor shall at his own expense arrange all requisite protection of the work and materials against sun or rain effects and shall keep all portions of the work free from water to the satisfaction of the Officer in-charge and shall use his own plant for the purpose unless otherwise specifically provided in the contract specification.

38. Tools and Seigniorage

38.1 The contractor shall, unless otherwise specifically stated in the tender notice and subsequently on this basis in the contract be responsible for the payment wherever payable of all import duties, tolls, octroi duties, seigniorages, quarry fees, etc. on all materials and articles that he may use.

38.2 The liability of the contractor for payment of GST shall be as **per rules framed by the Government consequent on introduction of GST. Amendments issued to this General Condition, if any, will be applicable.**

38.3 Notwithstanding anything contained in section 10 of the Indian Traffic Act, of 1894, the rates for items involving, the use or supply of articles obtained' by the contractor from outside India shall remain unaffected by any changes that may be introduced in Customs duties. **Amendments issued to this General Condition, if any, will be applicable.**

NOTE: For works carried out on behalf of the Government of India, Seignior age fees, etc, referred to in this clause will have to be levied in every case.

The water for the works shall be, as far as practicable, free from earthy vegetable, or organic matter and from salts or other substances likely to interfere with the setting of mortar or otherwise prove harmful to the work.

38.4 No seignior age shall be charged where due for materials quarried from the P.W.D. or other Government quarries Assistance as necessary will be given to the contractor by the department to obtain access to quarries approved by the Officer in charge. No plot rent shall be charged for materials stacked on the Government lands during the course of construction provided all such materials are removed within one month after the work is completed.

38.5 Seignior age charges due for use of private quarries and private land shall be paid by the contractor.

38.6 The contractor shall form his own approach road to the worksite for which no extra will be due to him. On completion the contractor shall not be permitted to remove the materials laid for formation of road. If the contractor is allowed to use the existing roads he shall maintain them in good condition at his own cost through out the period of the contract.

39. Setting out works

39.1 The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all materials, staff and labour in connection therewith.

40. Cleaning up during progress and for delivery

40.1 All rubbish shall be burnt or removed from the site, as it accumulates. All floors, stairs, landing windows, surface and soil drains shall be cleaned down and put in a thoroughly complete clean, sound and workman like state to the satisfaction of the Officer in-charge before the work is finally handed over all rubbish and surplus materials not required by the Officer in-charge having first been removed by the Contractor. The contractor shall give notice in writing to the Officer in-charge when the work is so ready to be handed over and shall be responsible for its maintenance until it is taken over by the Officer in charge.

F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR

41. Observance of laws, local regulations and notices, Attachments

41.1 The contractor shall conform to the regulations and bylaws of any local authority and or of any water or lighting companies with whose systems the structure is proposed to be connected and shall before making any variations from the drawings and specification that may be necessitated by so confirming, give to the Officer in charge written notice., specifying the variations proposed to be made and the reasons for making them and apply for instructions, thereon. In case the contractor has not received such instruction within seven days, he shall proceed with the work conforming to the provisions regulating or by-law in question and variation in the drawing or specifications so necessitated shall be dealt with under clause 59.

41.2 The contractor shall give all notices required by the said Act, regulations or by-laws and pay all fees in connection therewith unless otherwise arranged and decided on in writing with the Officer in charge. He shall also ensure that no attachments are made against materials of work forming part of or for the use of the contract. In every case referred to in this clause the contractor shall protect and indemnify the Government against any claim or Liability arising from or based on the violation of any such law, ordinance, regulation order, decree, or attachment whether by himself or by his employees.

42. Accidents - Hoarding - Lighting Observations – Watchmen

42.1 When excavations have been made or obstacles have been put in public thorough fares or in places where there is any likelihood of accidents, the contractor shall comply with any requirement of law on the subject and shall provide suitable hoarding lighting and watchmen as necessary.

42.2 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accident and shall where the provisions of the Workmen's Compensation Act apply take steps to properly insure against any claims there under.

42.3 On the occurrence of accident which results in the death of any of the workmen employed by the contractor or which so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident, intimate in writing to the concerned Officer in charge of Department the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.

42.4 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of the 1923 whether by the contractor or by the Government as principal it shall be lawful for the Officer in charge to retain out of money due and payable to the contractor such sum or sums of money as may, in the opinion of the said Officer in charge be sufficient to meet such liability. The opinion of the Officer in charge shall be final in regard to all matters arising under this clause.

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42.5 The contractor shall indemnify Government from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark, or name or other protected rights in respect of any constructional plant, machine work or materials used for or in connection with the works or temporary works, or any of them and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto.

42.6 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the provision of health and sanitary arrangements to workers employed by P.W.D. and Highways and Rural Works Department and TANHODA and their contractors (vide appendix) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid the Officer in charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

42.7 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor at his own expense shall arrange for the safety provisions as per "Safety Code" framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide facilities as aforesaid the Officer in charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

42.8 In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this agreement the contractor shall arrange to furnish in triplicate particulars for each work in the Performa Vide Appendix XXXVIII by the end of every month to the Officer in-charge in charge of the work.

43. Blasting

43.1 Blasting executed by contractors in connection with Government works shall be carried out in the manner described under "Blasting operation - Instructions to Contractor" of the TNBP..

44. Protection of Existing and Adjoining premises

44. The contractor is to protect the whole of the adjoining and where necessary, the existing premises and all works and all fittings to all buildings on and adjoining the site against the structural and decorative damages caused by the execution of these works and make good in all respects all such damage done or occurring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work to existing public or to private footways or roadways.

45. Permit other workmen - Cooperation – Afford Facilities

45.1 The Officer in charge shall have full power to send workmen upon the premises to execute fittings and other works not included in the contract, for whose operations the contractor is to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the

work included in the contract, but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works, provided he complies with the Officer in charge's instructions in connections therewith, and provided that the damage is not caused by himself or his workmen.

45.2 The contractor shall, at all times co-operate assist, attend on, and afford facilities for such specialists as maybe employed by the Officer in charge on other works in connection with the building, allowing them free of charge the use of all plant, light and water installed in the works. The contractor shall also cause such special work or protect it as instructed to avoid injury during progress of the works. For failure so to protect, the contractor must make good any damage caused.

45.3 When two or more contractors are engaged on installation or construction work in the same vicinity the Officer in charge shall have authority to direct the manner in which each shall conduct the work so far as it affects other contractors.

46. Holes for water services, gas electrical and sanitary fittings

46.1 The contractor shall leave all holes in masonry and floors for the insertion of water services, gas and electrical connections and sanitary fittings in the exact positions indicated by the Officer in charge during the progress of work. These holes must be properly built up in a workman like manner at the contractor's cost, as soon as the fittings have been installed in cases, where the installations are made during the constructions of the building and where in the opinion of the Officer in charge, delays in settlement of accounts will not thereby occur.

47. Contract's risk and insurance.

47.1 The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Officer in charge. The Govt. shall not be liable to pay for any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earth quake or other convulsions of nature and all other natural calamities and risks arising out of acts of God during such period and the option whether to take insurance coverage or not to cover and such loss or damages is left to the contractor.

47.2 Provided however, that the contractor, shall not be liable for all or any loss or damages occasioned by or arising out of acts of foreign enemies, invasions, hostilities or warlike operations (before or after declaration of war) rebellion military or usurped power.

48. Holidays

48.1 Subject to any provision to the contrary contained in the contract name of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays and other holidays without the permission in writing of the Officer in charge of the work, save when the work is unavoidable or absolutely necessary for the safety of life or property or for the safety of the works in which case the contractor shall immediately advise the Officer in charge.

MISCELLANEOUS

49. Sand and Gravel

49.1 The contractor shall not make any excavations upon the site for the purpose of obtaining gravel, sand or soil other than that shown or implied by the drawings, except with the previous permission of the Officer in-charge.

50. Old Curiosities

50.1 All old curiosities, relics, coins, mineral, etc., found in excavating or pulling down, shall be the property of the Government and be handed over to the Officer in charge. Should any ancient masonry, or other old work of interest be opened up the Officer in charge's attention shall be called to the same before demolition or removal.

51. Assignment or sub-letting

51.1. The contractor shall not without the written consent of the Officer in charge assign the contract nor sub-let any portion of the same. **Ordinarily no sub-letting will be permitted**, but in case such should be permitted by the Officer in charge, it shall in no way free the contractor from any of responsibilities under any clause of these "Conditions of Contract" or of the "Articles of Agreement"

52. Specialists

52.1 The Officer in-charge shall, during the progress of the work have powers to select, nominate or recommend tradesmen or specialists to supply material or execute such portion of the work as he may consider desirable in the interests of the Government.

53. Ratification of the orders of the Officer in charge

53.1 Should the acceptance of the tenders be beyond the authorised powers of the Officer in-charge as laid down the P.W.D. code, the orders and decisions of such Officer in-charge with regard to

- a. extension of time for completing the contract will be subject to the ratification of the Managing director for all works for which tenders were accepted by the Officer in charge of TANHODA and Government and
- b. the termination of contract or of employment of specialists for certain portion of the works will be subject to the ratification of the Managing Director for all works for which tenders were accepted by officer in-charge of TANHODA and Government.

54. Order Book

54.1 An order book shall be kept at the TANHODA Office on the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the TANHODA Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Officer in-charge will countersign the entries, which have been made. The order book shall not be removed from the work except with the written permission of the Officer in-charge.

54.2 No photographs of the site or of the work or any part thereof shall be taken except with the permission in writing of the Officer in-charge and no such photographs shall be published or otherwise circulated without the permission of the Managing Director..

H. DATE OF COMMENCEMENT, COMPLETION, DELAYS, EXTENSION, SUSPENSION OF WORK AND FORFEITURE

55. Date of commencement and completion

55.1 On notification of possession of the site (or premises) being given to the contractor by letter registered for acknowledgement as provided in clause 9.1 supra, he shall forthwith begin the work, shall regularly and continuously proceed with them, and shall complete the same (except for painting or other work which, in the opinion, of the Officer in charge, it may be desirable to delay) by the date of completion, as defined in the "Articles of Agreement" subject nevertheless, to the provisions of extension of time mentioned in the next clause. The contractor shall under no circumstances be entitled to claim any damages from Government if he incurs any expenses or liabilities to payment under the contract before the date of commencement defined above. The contractor shall have the right to withdraw from the contract and obtain refund of his security deposit if such intimation of handing over the site is delayed by more than two months from the date of acceptance of the agreement by competent authority.

56. Delays and extension of time

56.1 No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie except as hereinafter defined. Reasonable extension of time will be allowed by the Officer in-charge or by the officer competent to sanction the extension for unavoidable delays, such as may result from causes which in the opinion of the Officer in-charge are undoubtedly beyond the control of the contractor. The Officer in-charge shall assess the period of delay or hindrance caused by any written instruction issued by him at twenty five percent in excess of the actual working period so lost. If at any time the Officer in-charge is of the opinion that there has been avoidable delays and the contractor fails to maintain the rate of progress specified in the articles of agreement, it shall be lawful for the Officer in-charge to impose penalty or order forfeiture from the Deposit and sanction the extension of time for such delays, provided however, the penalty and forfeiture shall be governed as per clause 57.2 and 57.3

56.2 In the event of the Officer in-charge failing to issue necessary instructions and thereby causing delay and hindrance to the contractor the latter shall have the right to claim an assessment of such delay by the Officer in-charge. The contractor shall lodge in writing to the Officer in-charge a statement of claim for any delay or hindrance referred to above within fourteen days from its commencement otherwise no extension of time will be allowed. Whenever, authorised alterations or additions made during the progress of the work are of such nature in the opinion of the Officer in-charge as to justify an extension of time in consequence thereof such extension of time will be granted in writing by the Officer in-charge or other competent authority when ordering such alterations or additions.

57. Delays in commencement or progress or neglect of work or suspension of works by the contractor and forfeiture of Earnest Money, Security Deposit and withheld amount.

57.1 Time shall be considered as the essence of the contract. If at any time the Officer in-charge shall be of the opinion that contractor is delaying commencement of the work neglecting or delaying the progress of work as defined in the tabular statement, "Rate of Progress" in the Articles of Agreement or the contractor fails to maintain the Rate of

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progress in the Articles of Agreement plus any extension of time or the contractor shall suspend the works, or sublet the work or a portion thereof without the sanction of the Officer in-charge or violates any of the provisions of the contract the Officer in-charge shall so advise the contractor and at the same time demand compliance. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time be lawful for the Officer in-charge to impose a penalty or forfeiture on this contractor from the deposit or to determine the contract.

57.2 The penalty or forfeiture referred to in Clause 57.1 shall not exceed 10% of the value of work executed and is imposed in cases where the contractor is allowed to proceed with the whole or part and complete the whole or such part of the works. The penalty or forfeiture imposed by the Officer in-charge under this clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Officer in-charge.

57.3 It shall be a further right of the Officer in-charge to give any part of the work to any other contractor at his discretion or have it done departmentally in order to maintain the rate of progress and the contract shall then be determined for only that portion of the work given to the other contractor or done departmentally. The forfeiture under clause 57.2 will in these circumstances be applied and any excess expenditure incurred on this account shall be recovered from the original contractor.

57.4 Determination of the contract referred to in Clause 57.1 shall carry with it the forfeiture of the Security Deposit. After determining the contract, the Officer in-charge shall have the right to give any part of the work to any other contractor in the unexecuted portion of contract, in which case any expenses which may be incurred in-excess of such amount which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contract or any other amount what so ever Provided also that if the expenses incurred by the government are less than the amount payable to the contractor at his agreement rate the difference will not be paid to the contractor.

57.5 In the event of any one of the above clauses being adopted by the Officer in-charge, the contractor shall have no compensation for any loss sustained by him by reason of his having purchased or processed any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract, and in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until the Officer in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

57.6 In the event of the Officer in-charge putting in force all or any of the powers vested in him under the clause 57.4 he may if he so desires after giving a notice in writing to the Contractor take possession of the works and site and all such plant and materials thereon (or any ground contiguous thereto) and all such plant and materials as above mentioned shall thereupon be at the disposal of Government absolutely for the purpose of completing the work. After such notices shall have been given the contractor shall not be at liberty to remove from the site of works or from the ground contiguous thereto any plant or materials belonging to him which shall have been placed thereon for the purpose of the above work. Government shall not be liable to make any payment to the contractor on account of use of

such plant for the completion of the works under the provisions herein before contained. On taking possession of the materials and stores belonging to the contractor or procured by the contractor and intended to be used for the execution of the work or any part thereof the contractor shall be paid for the same in account, at the contract rates, to be certified there of shall be final. Otherwise the Government may give notice in writing to the contractor to remove any of his plant or materials from the site and not required for completion of the works, if such plant and materials are not removed with fourteen days after notice and have been so given, Government may remove and sell the same holding the proceeds less the cost of removal and sale, to the credit of the contractor. The certificate of the Officer in charge as to expense of any such removal and sale shall be final and binding on the contractor.

I. PARTICULARS OF PAYMENT

58. Payment on lump sum basis or by final measurement in unit prices

58.1 Final measurements need not be taken unless either the contractor or the Officer in-charge claims extras to or deductions from the quantities of schedule - A.

58.2 In case final measurements are claimed, they shall be taken only for those items for which either the contractor or the Officer in-charge claims final measurements and the quantities of the remaining items in Schedule-A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by adding thereto or deducting there from as the case may be, the difference (if any) between the amounts mentioned in Schedule-A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurement aforesaid.

58.3 It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of Government from all further claims by the contractor under the contract.

59. Payment for additions and deductions for omissions

59.1 No authorised variation shall vitiate the contract, but additions and omissions shall be measured up and dealt with in accordance with clause 58.2'

59.2 If there is no rate in Schedule A for additional work ordered to be carried out by the Officer in-charge, then prior to execution of the additional work, a rate for the additional work, shall be worked out in accordance with the methods indicated in 59.3 and with the rate agreed upon a supplemental agreement shall be entered in the proper departmental form signed and dated by the contractor and the Officer in-charge and or any other officer for the time being authorised to accept such agreement and supplemental agreement shall on such acceptance form part of the original agreement. A copy of the supplemental slip shall be given to the contractor.

59.3.1 The rate for additional works shall be derived from the rate for similar items of work in the accepted agreement.

59.3.2 In the case of works for which supplemental agreement is to be entered into during the period when the schedule of rates has not changed from the date of execution of the original agreement then the rates for supplemental agreements may be the prevailing schedule or rates plus or minus tender premium in case the rates cannot be derived from the items in the

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original agreement. In other case, where the schedule or rates has changed in the intervening period, the rates prevailing as per the schedule of rates at the time of execution of supplemental items will be adopted with, no tender premium over this rate.

59.3.3 If the rate for a particular item of work is not in the schedule of rates, the prevailing market rate when the work has done shall be adopted.

59.3.4 If the rates cannot be determined as above, the rates shall be fixed on the cost of labour and materials plus 10 percent thereon, provided the vouchers shall have been delivered to the Officer in-charge within 7 days after such work is completed. If the Officer in-charge considers that the vouchers are unduly high, the Officer in-charge can value the work as reasonable and fair and make payment if the value of payment is less than Rs. 1,000. If the value of additional payment exceeds Rs. 1,000 the contractor shall have the right to submit matter to arbitration.

60. No payment for unsanctioned extras

60.1 It shall be distinctly understood that no payment whatever will be made to the contractor for variations by way of extras, in cases where such variations have been made without the written sanction of Officer in charge.

61. Accounts Receipts and Vouchers

The contractor shall at any time upon the request of the Officer in-charge furnish him with all invoices account, receipts and other vouchers that he may require in connection with the contract.

62. Fraud, wilful neglect or default

62.1 No final or other certificate of payment or of completion, acceptance or settlement of account shall, in any circumstances, relieve the contractor from his liability for any fraud, or wilful neglect or default in the execution of the contract or any wilful or unauthorized deviations from drawings, specifications, instructions and directions for the time being binding upon him.

63. Unfixed materials

63.1 No payment or advance will be made for unfixed materials when the rates are for finished work in situ.

64. Payments and Certificate

64.1 Payments will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the Officer in-charge, within 14 days of the date of each certificate an intermediate payment will be made by the Officer in-charge of a sum equal to 95 percent of the value of work, as so certified and the balance of 5 percent will be withheld and retained as security for the due fulfilment of the contract. Under the certificate to be issued by the Officer in-charge on the completion of the entire works, the contractor will receive the final payment of all the money due or payable to him under or by virtue of the contract except security deposit and the withheld amount equal to 2 1/2 percent of the total value of the work done provided there is no recovery from or forfeiture by the contractor to be made under clause 57.

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The amount withheld from the final bill will be retained under. Deposits and paid to the contractor together with the Security Deposit after one year reckoned from the date of completion of work or as soon after the expiration of such period of one year as all defects shall have been made good according to the true-intent and meaning thereof whichever shall last happen. In the event the final bill remains unpaid even after the period of one year aforesaid, the Officer in-charge shall refund the security deposit which included the E.M.D. and also the withheld amount on a separate bill if requested for by the contractor in writing. No certificate of Officer in-charge shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates nor shall it relieve the contractor from his liability to make good defects and provided by the contract. The contractor when applying for a certificate, shall prepare a sufficiently detailed bill based on the original figures of quantities and rates in the contract Schedule-A to the satisfaction of the Officer in-charge, to enable the Officer in-charge to check the claims and issue the certificate. The certificates as to such of the claims mentioned in the application as are allowed by the Officer in-charge shall be issued within fourteen days of the application. No application for a certificate shall be made within fourteen days of a previous application.

64.1 (A) Notwithstanding the above clause, the withheld amount of 2 1/2% from the final bill in respect of contract for construction of original building, will be retained by the Govt. for a total period of one year in lieu of six months period referred to in clause 64.1 above and will be released after the expiry of one year period on execution of an indemnity bond by the contractor to the satisfaction of the Officer in-charge. for a further period of four years to ensure structural stability of the building under clause 26.1 A

64.2 When there are complaints from the labour Department about non-payment of wages to the labourers employed by the Contractor for the execution of works under agreement, the Officer in charge, shall have full powers to withhold the bills claimed by the contractor pending clearance certificate from the Labour Department and to act as per the direction given by the Labour Department.

65. Interest on money due to the contractor

65.1 No omission by the Officer in-charge to pay the amount due upon certificates shall vitiate or make void the contract nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, be found to be due to him.

65.2 Whenever the withheld amount reaches Rs. 1,000 or a multiple thereof, the contractor may, at his option, deposit with the Officer in-charge an equal amount in sums of Rs. 1,000 or a multiple thereof, in any of the forms of interest bearing securities recognized for the purpose by the T.N. Public Works Account Code and subject to the provisions thereof contained in which case the equivalent withheld amount shall be paid to him forth with. The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rates of progress contained in the Articles of Agreement are properly maintained.

66. Acceptance of final measurements

66.1 The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Officer in charge, either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demands whatsoever

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for all matters arising out of or connected with the contract and also produce a certificate from the Income Tax Authorities that all income tax payable by him up to-date has been duly paid provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that Officer in-charge in supplying the final measurement certificate need not be bound by the preceding measurements and payments. The final measurements, if any of the Officer in-charge shall be final conclusive and binding on the contractor.

67. Recovery of money from contractor in certain cases

67.1 In every case in which provision is made for recovery of money from the contractor, Government shall be entitled to retain or deduct the amount thereof from any money, that may be due or may become due to the contractor under these presents and or under any other contract or contracts or any other account what so ever.

67.2 Recovery under Revenue Recovery Act.

Whenever any amount has to be paid by the Contractor in view of the determination of the contract by virtue of clause 57 or any amount that may be due from the contractor is under these presents and the contractor is not responding to the demands for the payment of the said amount, then the Govt. shall be entitled to recover the said amount under the provisions of the Revenue Recovery Act.

68. Contractor dying, becoming insolvent, insane or imprisoned

68.1 In the event of the death or insanity or insolvency or imprisonment of the contractor, or where the contractor being a partnership or firm becomes dissolved or being a corporation goes into liquidation voluntary' or otherwise, the contract may at the option of the Officer in-charge, be terminated by notice in writing posted at the site of the works and advertised in one issue of the local district Gazette and all accepted and acceptable works shall forthwith be measured up and paid for at the rates provided in the contract schedule where such apply, or otherwise, by the most recent schedule of rate of the division approved by competent authority to the person or persons entitled to receive and give a discharge for the payment.

SPECIAL CONDITION

Third Party Inspections: The contractor shall provide proper facilities at all times for the testing of materials and inspection of the work by the Third Party Inspectors, and the Third Party Inspectors shall accordingly also have access at all times to the places of storage or manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications. In the preceding paragraphs 25.1 to 25.6 of general conditions, wherever Officer in charge occurs would also mean Third Party Inspectors.

J. SETTLEMENT OF DISPUTES

69. Arbitrations

69.1 In case of any dispute or difference between the parties to the contract either during the progress or after - the completion of the works or after the determination, abandonment or breach of the contract, or as to any matter or thing arising there under except as to the matters left to the sole discretion of the Officer in-charge under clauses 18,20,25-3,27,34,35 and 37 of "General conditions of contract" or as to the withholding by the Officer in-charge of payment of any bill to which the contractor may. claim to be entitled, then either party shall forthwith give to the other notice of such dispute/ difference and such dispute or difference shall be referred to the Arbitrator up to Rs. 50000/- The Arbitrator shall give detailed reasons in their awards for their findings and conclusion. Subject as aforesaid to the provisions of the arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause. Upon every and any such reference, the costs of and incidental to the reference and award respectively shall be discretion of the arbitrator, subject to the condition that the amount of such costs to be awarded to either party shall not, in respect of a monetary claim exceed the percentage set out below of any such award irrespective of the actual fees, cost and expense incurred by either party provided that where a monetary claim is disallowed in full the said percentage shall be calculated on the amount of the claim. The arbitrator may determine the amount of the costs to be awarded or direct the same to be fixed as between solicitor and client or as party and shall direct by whom and to whom and in what manner the same shall be borne and paid. The percentage above referred to in this clause are 5% on any such monetary award which does not exceed Rs. 10,000.,3% on the next Rs. 40,000 or any part thereof 2% on the next Rs. 50,000 or any part thereof and 1% on any excess over Rs. 1,00,000/- provided that the government shall not be liable to any claim in respect of any such dispute or difference until the liability and the amount thereof shall have been referred to and decided by the Arbitrator.

69.2 The fees for Arbitrators shall be levied based on the value of claims referred to for arbitration. The fees shall be calculated at 5% of the first Rs. 10000/- at 3% of the next Rs.40000/-

69.3 In cases where the value of claim is more than Rs. 50,000 the parties will seek remedy through the competent civil court.

APPENDIX No. I.

PUBLIC WORKS DEPARTMENTS SAFETY CODE General Rules as to Scaffolds;

1. Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and the ladder shall be given an inclination not less than 0.25 to 1 (0.25 horizontal to 1 vertical) When the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder.
2. A scaffold shall not be constructed, taken down or substantially altered, except (a) under the supervision of competent and responsible person; and (b) as far as possible by competent workers possessing adequate experience in such work.
3. All scaffolds and appliance connected therewith and all ladders shall
 - a. be of sound material
 - b. be of adequate strength having regard to the load strain to which they will be subjected and
 - c. be maintained in proper condition
4. Scaffolding or staging more than 3.5 meters above the ground or floor shall have a guard rail properly attached, bolbraced and otherwise secured at least meters above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
5. Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
6. Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
7. Before installing lifting gear of scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
8. Working platform, gangways and stairways should be so constructed that no part there can sag unduly or unequally. If the height or the platform or the gangway or the stairways is more than 3.5 meters above ground level or floor level they should be closely boarded should have adequate width and should be suitably fenced as described in (4 above)
9. Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing for a minimum height of 0.9 meter to prevent the fall of persons or material.
10. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length while the width between side rails in rung ladder shall in no case be less than 30cm for ladder up to and including 3 meters in length. For longer ladders this width should be increased at least 20 mm for each additional meter of length. Uniform step spacing should not exceed 30 cm. Adequate precautions should be taken to prevent danger from electrical equipment. No materials on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the Public from accidents and shall be bound to bear the expenses of the defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any which may

be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise and claim by any such person.

Excavation and trenching

11. Trenches -1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 0.8 meter above the surface of the ground. The sides of trenches which are 1.5 meters or more in depth shall be stepped back to give suitable slope or hold securely by timber bracing, so as to avoid the danger of sides to collapse.
12. Demolition - Before any demolition is commenced and also during the process of the work -
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
13. All necessary personal safety equipment as considered adequate by the Officer in-charge shall be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned. .
 - a. Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective goggles.
 - b. Those engaged in white-washing and mining or stacking of cement bags or any. Materials which is injurious to the eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall have protective goggles and protective clothing and seated at sufficiently safe intervals.
 - d. Those engaged in welding works shall be provided with welder's protective sight gears.
 - e. When workers are employed in sewers and man holes which are in use, the contractor shall ensure that the manholes covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
 - i. No paint containing lead and lead products shall be used except in the form of paste of ready-made paint. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - ii. Overalls shall be supplied by the contractors to workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

- iii. When workers are employed in dangerous occupations like work with hot bitumen, drilling operations etc., which are likely to prove dangerous resulting in physical damage and causality, adequate protection of the workers should be provided.
- 14. When the work is done near any place where there is risk of drowning all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatments of all injuries likely to be sustained during the course of the works.
- 15.
 - a. Hoisting machines and tackle including their attachments anchorages and supports shall be good mechanical construction sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
 - b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in control of any hoisting machine, including the scaffold winch or give signals to the operator.
 - c. In the case of every hoisting machine and of every chain ring hook shackle level and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, in the case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any hoisting machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 16. Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, Hoisting appliance shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load. Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers shall not carry keys or other materials which are good conductors of electricity.
- 17. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for the compliance of the safety code shall be named by the contractor.
- 18. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Officer in charge of the Department or other representative.
- 19. Notwithstanding the above clauses (1) to (18) there is nothing in these to exempt the contractor from the operations of any other Act of rules in force in the Republic of India.

**Rules for provision of Health and Sanitary arrangements for workers employed by the
P. W.D. Highways & Rural works Department, TANHODA and their contractors**

1. The contractor's special attention is invited to relevant clauses of the "General conditions of contract" in the Tamilnadu Building Practice and he is requested to provide at his own expense the following amenities' to the satisfaction of the Officer in charge.
2. Application : These rules shall apply to all building and construction works in charge of P.W.D./TANHODA
3. Definition : (i) "Work place means a place at which an average fifty or more workers are employed in connection with construction work.
ii) "Large work place" means a place at which at an averaged 500 or more workers are employed in connection with construction work.

First Aid :

- a. At the work site there shall be maintained in a readily accessible place, first aid appliance and medicines including an adequate supply of sterilised dressing and sterilised cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours.
- b. At large work places where hospital facilities are not available within easy distance of the works first-aid posts shall be established and be run by a trained compounder.
- c. Where large work places are remote from regular hospitals an in-door ward shall be provided with one bed for every 250 employees.
- d. Where large work places are situated in cities towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other work places some conveyance facilities, such as a car shall be kept readily available to take injured persons or persons suddenly taken seriously ill to the nearest hospital.

4. Drinking Water :

5. Water of good quality fit for drinking purposes shall be provided for the work people on a scale of not less than 15 liters per head per day.
6. Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage tank where such drinking water shall be stored.
7. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollutions. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
8. A reliable pump shall be fitted to each covered well the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
9. Washing and bathing places : Adequate washing and bathing places should be provided, separately for men and women such places shall be kept in clean and drained condition. Bathing or washing should not be allowed in or near any drinking water well.
10. Latrines and Urinals: There shall be provided within the precincts of every work place, latrines and urinals in an accessible place and the accommodation, separately for each of them, shall be on the following scale or on the scale so directed by the Officer in charge in any particular cases.

- i. Where the number of persons employed does not exceed 50
..... 2 seats
 - ii. Where the number of persons employed exceed 50 but does not exceed 100..... 3 seats
 - iii. For every additional 100 3 seats
- 11. If women are employed separate latrines and urinals screened from those for men shall be provided on the same scale.
- 12. Except in work places provided with water flushed latrines connected with a water borne sewage system, all latrines shall be provided with receptacle on a dry earth system which shall be cleaned at least four times daily and at least twice during the working hours and kept in strictly sanitary conditions. The receptacles shall be tarred inside and outside at least once a year.
- 13. The excreta from the latrines shall be disposed off at the contractor's expense, in out way pits approved by the local Public Health Authority. The contractor shall also employ adequate number of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.
- 14. Shelters during rest : At every work site there shall be provided free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labourers.
- 15. Crèches: (a) At every workplace at which 50 or more women workers are ordinarily employed, there shall be provided two huts of suitable size for the use of children under age of 6 years belonging to such women, one hut shall be used for infants games and play and the other as a bed room. The huts shall not be constructed on a lower standard than the following
 - a. Thatched roofs
 - b. mud floors and walls.
 - c. Planks spread over the mud floor and covered with matting.
- 16. The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the huts shall be restricted to children, their attendants and mothers of the children.

Where the number of Women workers is more than 25 but less than 50, the contractor shall .provide at least one hut and one Dai to look after the children of women workers.

 - a. The size of crèche or crèches shall vary according to number of women workers.
 - b. The crèche of crèches shall be properly maintained and necessary equipment like toys, etc., shall be provided.
- 17. Canteens: A cooked food canteen on a moderate scale shall be provided for the benefits of workers if it is considered expedient
- 18. Sheds for workmen : The contractor should provide at his own expense sheds for housing his workmen. These sheds shall be on a standard not less than the cheap shelter type, to live in which the work people in the locality are accustomed to.
- 19. A floor area of about 1.8 meters x 1.5 meters for two persons shall be provided. The sheds to be in rows with 1.3 meters clear space between sheds and a 9 meters clear space between rows if conditions permit. The work people's camp shall be laid out in units of 400 persons, each, each unit to have a clear space of 12 meters all-round.