

**SCHEDULE "A"**  
**SCHEDULE OF RATES AND APPROXIMATE QUANTITIES**

(a)). The quantities given here are those upon which the lumpsum tender cost of the work is based but they are subject to alterations omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The units rates noted below are those Governing payment for extras or deductions or omissions according to the condition of the contract, as set forth in the preliminary specification of the TAMILNADU BUILDING PRACTICE CODE and other conditions or specifications of the contract.

(b) It is to be expressly understood that the measured work is to be taken not (not with standing) any custom or practice 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 Project Engineer and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for works at site and complete in every respect.

<b>Item</b>	<b>Probable quantity</b>	<b>Description of work</b>	<b>TNDSS. NO</b>	<b>RATE (in words &amp; figures)</b>	<b>UNIT (in words &amp; figures)</b>	<b>Amount in figures.</b>
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Vide separate sheet enclosed

Note : The second sub division of this column (i.e. column 3) is for entering description in words such as number, cubic metre, Running metre, Square metre, Kg, etc.,

Issued to M/s. Thiru  
..... Pages and ..... with plans

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**LIST OF DRAWINGS**

Note : All drawings to be signed by the Tenderer/Contractor  
as well as the officer entering in to contract

Supplemental list  
As entered to in the specification of  
The TAMILNADU BUILDING PRACTICE CODE

<b>Sl. No. 1.</b>	<b>Drawing No. 2.</b>	<b>Description 3.</b>
1.	NIL	NIL

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**Annexure**

**PARTICULARS TO BE FURNISHED BY THE TENDERER MANDATORY**

1. Name of the Tenderer and address
2. Name of work
3. Date of tender
4. Total value of tender
5. Details about **EMD** enclosed for this tender and its validity
6. **Registered class of the Tenderer in PWD** and TTDC with monetary limit with tender and **Live Certificate**.
7. Recent works executed (details about name and place of work, value of work etc. should be furnished) (**Work Experience Certificate**)
8. Works under execution (details about name and place of work, value of work etc. should be furnished)
9. Command of labour in brief
10. **Turnover of previous year** (particulars for period of four consecutive years to be furnished).
11. Whether **income tax clearance certificate** is enclosed, if not, when it will be produced.
12. (i). Sales tax registration No. (**GST Registration Certificate**)  
(ii). Whether sales tax verification certificate is enclosed? If not when it will be produced. Whether income tax clearance certificate is enclosed if not when it will be produced?
13. In case of registered co-operative societies they should furnish name for the nominee with their credentials details at the time of tender itself. They should also certify that the nominee of the society is not a registered contractor in the Department.
14. Technical Assistant details
  - (i). Name  
**Qualification certificate** (Attested Xerox copy of certificate with **Experience certificate** consent letter of the candidate must be enclosed along with tender)
  - (ii). Name  
**Qualification certificate**  
**Experience certificate**  
Or  
Name  
If retired civil Engineer Designation and date of retirement  
(copy may be enclosed)
15. If any other details.

Note: 1. The consent letter from the Technical Assistant proposed to be employed should be furnished and enclosed with the tender, otherwise the tender will be treated as invalid and rejected outright while opening.

2. The tenderer must enter the notes both in figures and in words in the rate column and in the amount column. It fails to do so the tender will be treated as invalid and rejected while opening.

3. Since, TIME is the expanse of contract if the contractor fails to show the rates of progress as per personal of contract maximum time as per TTDC's discretion will be imposed with determination of agreement and forfeiter of EMD, S.D etc., apart from "Block Listing".

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**FOR SPECIAL ATTENTION OF THE CONTRACTOR**

1. Proof of registration in PWD, as a contractor shall be attached with the tender.
2. Current income tax clearance certificates shall be enclosed with the tender.
3. EMD will be received in the shape as detailed in Sl. No.4 of tender notice.
4. Security deposit should be in the form of Demand Draft in the name of TTDC, Chennai – 600 002.
5. The following particulars shall also be furnished by the contractor with the value.
  1. List of details of works executed by the contractor with the value.
  2. Annual turnover of the contractor for the last four years. Necessary certificates to the effect issued by the respective bank shall be attached
6. The lower / lowest tenderer when informed that his tender is under consideration shall have to furnish PERT chart in the proper form within a week from the date of receipt of letter calling to PERT chart. The pert chart should confirm with departmental time schedule for the completion of the work furnished in the tender notice. If the pert chart is not received with a week from the date of receipt of communication his tender will not be considered.
7. The tender document will be issued only to the contractors who have registered their names as contractors in PWD in the appropriate class and in live register of PWD as on Tender date and incase of pre-qualification tender, the tender document will be issued to the pre-qualified contractors only

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### **SPECIAL INSTRUCTIONS TO THE TENDERERS**

1. The tenderer should carefully go through the schedules and quote their rates for all items.
2. The rates should be filled neatly in figures and in words and taking into account the metric unit specified in the tender Schedule, scrapping, over writing, scribbling and erasing should be avoided as far as possible.
3. The amount for each item of work should be worked out and furnished. Proper care must be taken in working out the amount of each item of work taking into account unit for which the rate is quoted and the quantity of work to be done under the item.
4. The total of each page should be noted at the end of each page and carried over to every page and the grand total value of work should be worked out and shown at the end.
5. The tender should be submitted along with a covering letter giving full details as stated in the tender notice.
  - i. Details of the "Earnest Money Depot" as per details in item No.4 of tender notice
  - ii. Income tax clearance certificate for the current year should be submitted along with the tender.
  - iii. Details of previous works done by the tenderer covering the cost of work the agreement amount and date, the Department in which the work was carried out etc. so as to assess the previous experience of the tender, and also make an easy reference to their record of work. Year wise details should be furnished so as to see that those tenderers have minimum experience of major buildings.
  - iv. List of various machineries and other equipment at the tenderer's disposal for use in the execution of work.
  - v. 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.
  - vi. The tenders must be submitted in a fullscope cover there by duly signed all the conditions, plans and schedules issued as tender document.

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**EMPLOYMENT OF TECHNICAL PROFESSIONAL  
(Based on this value of contract)**

1. UptoRs.5.00 lakhs	1. One diploma holder in civil Engineering (or) 2. Not less than one retired Junior Engineer
2. From Rs.5 to 10 Lakhs	1. One B.E. (Civil) or 2. Equivalent degrees holder or 3. Not less than one retired sub-Divisional Officer / Assistant Executive Engineer or ADE
3. From Rs.10 to 25 Lakhs	1. One B.E. (Civil) with 3 years experience plus one diploma holder in Civil Engineer (or)  2. Equivalent degree holder with 3 years experience plus one diploma holder in civil Engineering.  3. Not less than one retired sub-Divisional Officer plus one diploma holder in Civil Engineer.  4. Two diploma holders in Civil Engineer with 3 and 5 years experience respectively.
4. From Rs.25 to 50 Lakhs	1. One B.E. (Civil) with 3 years experience plus one diploma holder in Civil Engineer (or) 2. One B.E. (Civil) with 3 years experience plus two retired Junior Engineers (or) 3. Equivalent degree holder with 3 years experience plus two diploma holder in civil Engineering / two retired Junior Engineers (Civil) (or) 4. One retired sub-Divisional Officer / AEE / ADE plus two diploma holder in Civil Engineer. (or) 5. One retired sub-Divisional Officer / AEE / ADE plus two retired Junior Engineers (Civil).
5. Above Rs.50 Lakhs.	Same as above

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6. A penalty of Rs.2000/- per month for diploma holders and Rs.5000/- per month for degree holder is levied in case of default on the part of contractors in not following the norms laid down above.
7. The employment of Technical Assistants could be based only on value of contract. Engineers with Mechanical Engineer qualification and retired from Civil Engineer Departments are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineer field. But prior to approval them necessary of the E.E/ P.E. must be obtained.  
It will not be incumbent on the part of the contractor to employ technical Assistants when the work is kept in abeyance due to valid reasons and if during such period in the opinion of the Project Engineers, the employment of Technical assistant if required for the due fulfillment of the contract, should be made.
8. In case of contractor who is professionally qualified is not in position to remain always at the site of the work during working hours personally checking all items of work and paying extra attention of the works as may demand special attention (e.g.) RCC work etc. he should employ technically qualified persons prescribed for the work.
9. The contractors who possess a degree in Mechanical or Civil Engineer may also have to appoint Technical Assistants in case of Registered Contractors with degree in Electrical Engineering when they are entrusted with civil works by the Department.
10. Engineers with Mechanical Engineering qualification and retired from Civil Engineering Department are also suitable for supervising the Civil Engineering works subject to condition that evidence for experience in Civil Engineering field is produced.
11. One Technical Assistant may be employed by the contractor for more than one work situated within one kilometre provided that monetary limit prescribed for the nature of Technical Assistants to be employed is adhered to by one and the same contractor.
12. A tenderer submitting a tender which the tender accepting authority considers excessive and or indicative in sufficient knowledge of current prices or definite attempt at profiteering will trended 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, if any fixed by and Corporation or the reasonable price permissible for the tenderer to charge 3 private purchaser under the provisions of clause 8 of the hoarding profiteering Preventions ordinance 1943, as amended from time to time on similar principles in regard to labour and supervision in the construction.

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

14. 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 make breach of contract and the competent authority, may at his discretion, cancel the contract, or invoke any of the penalties for the breach of contract provided in the conditions of the contract. The contractor shall also be liable for any penalty, liability arising on account of any violation by him of the provision of the Act.

Without prejudice to the above clause the contractor shall during the period of the contract when called upon by the Engineer, incharge engage and also ensure engagement by the sub-contractors and other employees by the contractor in connection with the work, such number of apprentices in all categories for such period as may be required by the Engineer-in-Charge.

15. In the case of contracts for construction of buildings, either permanent or semi permanent buildings a sum of equivalent to 2½ % of the value of work done will be retained for the period of one year from the date of completion of work in order to enable the department officers to watch the effect of all seasons on the work done by the Contractor. The amount so retained with the Corporation 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 four years. The contractor shall be liable to set right all defects arising out of this faulty execution or substandard work noticed during the above five years period at his cost.

16. A movement register should be opened and maintained, for Technical Assistants by the contractor. The Technical Assistance or technically qualified contractor should note the arrival and the departure timing every day along with initials. Such register should be produced during inspection of the inspecting officers.

17. The fact of submitting the tender implies that the tenderers have actually inspected the site of work and have examined before tendering the nature and extent of various kinds of soils at various depth and have based their tender in such examination by them and no future representation in this regard will be considered.

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18. A statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classifications should accompany the tender.

- A. Equipment (Transport for materials viz. Lorries and carts, concrete mixtures)
- B. Organization (i). Technical, (ii). Unskilled.
- C. Resources of materials like teakwood etc. and extent to which department help is required top procurement of materials and transport of the same.
- D. Methods that will be adopted to speed up the work to ensure completion within or less than the time fixed for completion.

19. The tenderer of the contract who agree to employ the maximum number of ex-service men (Number to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on their covering letter.

20. In registered PWD contractors who had not already produced live certificates in the current year also should do so.

21. All rates quoted in the tender shall be inclusive of sales tax payable under the General sales tax act as amended from time to time (including amendment, Act 28/84) and that the contractor is responsible to file the sales tax return and pay the amount as amended by the C.T. Department. No request for payment of sales tax separately in addition to tendered rates due to any plea of subsequent levy increase in tax will be entertained vide clause 38 (2) of General conditions to contract.

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**PROJECT ENGINEER, TTDC  
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**TENDER**

To  
Managing Director,  
Tamilnadu Tourism Development Corporation,  
Chennai-600 002.

Sir,

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

.....  
as shown in the drawings and described in schedule-A for/of works specified the specification deposited in the by the Project Engineer, Tamilnadu Tourism Development Corporation., Chennai-600 002. With such variation by way of alterations or additions/ omission from the said works and method of payment as are provided for in the "Conditions of contract" for the sum of Rupees ..... or such sums as may be arrived at under the clause of the "General condition to contract" relating to payment on lumpsum basis or by final measurements at unit prices.

2 (i) I/We have also completed the price list of item schedule "A" annexed (in words and figures) for which I/We agree to execute the works and receive payment on measured quantities as per the General conditions of the contract.

3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender. I / We carefully following the instructions in the tender notice and have read the Tamilnadu Building Practice code addenda volume and that. I/We have made such examinations 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 the work required to be done and in regard to the materials required to be furnished to enable me / us to thoroughly understand the intention of the same and the recruitment covenants stipulations and restricts We will not thereafter make any claim or demand upon the Corporation based upon or arising misunderstandings or misconception of mistake or my / our part of the said requirements and covenants stipulations and conditions.

4. I/We enclose an income tax verification certificate. I/We being registered Public Works Department contractor. I/We have already produced an income tax verification certificate during the current year in respect of (here particulars of the previous occasion on which the certificate was produced should be given). The legal address of the contractor for service of all letters of notices will be as follows

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5 (i). (a) I / We enclose herewith for the payment of Rs...../- the sum of Rupees ..... as Earnest money Deposit which not to bear interest.

5. (i). (b). In lieu of cash deposits, I / We .....have enclosed a certificate bearing No..... Date..... issued by ..... for a value Rupees ..... only) drawn / in favour of the Project Engineer, TTDC, Chennai -02.

5 (i) (c) I am / We are ..... and hence exempted from payment of E.M.D.

6. If my / our tender is not accepted this sum shall be returned to me / us on my / our application. When intimation sent to me / us on rejection or at the expiration of Ninety Days from date of this tender whichever is earlier, if tender is accepted, the EMD shall be retained by the Corporation as security for the due fulfillment of the contract. If upon written intimation being given to me / us by the authority authorized by the Government under the Article 299(i) of the constitution. (Here in after 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 the EMD. Any notice required to be served on me / us if delivered to me / us personally or forwarded to me / us by post (registered or ordinary) or left at my / our address given herein. Such notice shall if sent by post be deemed to have been serviced on me / us at the time when in due course of post it would be delivered at the address to which it is sent.

7. 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 Managing Director, Tamilnadu Tourism Development Corporation Ltd., Chennai and Tender documents (i.e.) tender notice, tender with schedule general condition to the contract, and special condition of the tender negotiation letter communication of acceptance tender shall constitute the contract for this purpose and be the foundation of rights as defined in, clause IV of tender notice, provided that it shall be open to the accepting authority to insists on execution any written agreement by the tenderer. If administratively considered necessary or expedient.

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8.I / We have also signed the copy of Tamilnadu Building Practice code and National Building Code and addenda volume there to maintained in the office of the Superintending of Engineer, Public Works Department, Building circle, Chennai -05. in acknowledgement of being bound by all conditions of the clauses of the general conditions to the contract and all specifications for items of works described by the specification number in Schedule (A).

9.In consideration of the payment of Rs..... or such sum as may be arrived at under the clause of the General condition to the contract relating to the payment on lumpsum basis or by final measurements at unit prices, I/We agree subject to the said condition to execute and complete the works shown upon the said drawing serially number from 1 to ..... inclusive of (schedule B) and described in the specifications (Schedule C) and to the extent of probable quantities shown in (Schedule A) with such variation by way of additions to or alterations, deductions from, the said work and method of payment therefor as are provided for in the said conditions.

10. The term Project Engineer in the said condition shall mean the PWD officer incharge of the Division 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 Corporation with the previous sanction of a subject to ratification by the competent authorities in case, where such sanction of ratification may be necessary and who has been duly authorized under Article 299 (i) of the constitution.

11. I / We agree that the time shall be considered as the “Essence of this contract” and to commence the work as soon as this contract is accepted by the competent authority as defined by the Tamilnadu PWD code and the site or premises is handed over to me / us as provided for in the said condition and agreed to complete the work within ..... months from the date of such handing over of the site or premises and show progress as defined in the tabular statement. “Rate of progress” subject nevertheless to the provision for extension of time contained in clause 56 of the general conditions to the contract appendix to the Tamilnadu Building Practice code.

12. I / We agree that upon the terms and conditions of this contract being fulfilled and preformed to the satisfaction of the Project Engineer, the security deposited by me / us herein before recited of such portion thereof as I / We may be entitled to under the said conditions be paid back to me // us as provided in clause 64 of General condition to the contract.

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13. I am / we are professionally qualified and my / our qualifications are given below.

Name	Qualification and Experience

I / We in pursuance of clause of tender notice undertake to employ the following technical staffs for supervising the works 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 required special attention (eg.) Reinforced cement concrete works.

Name of Technical staffs proposed to be employed	Qualification and Experience with residential address.

Note: a. The last two clauses should be scored out if the cost of work involved is less than Rs.1.00 lakh.

b. The tenderers should score out the last clause if they themselves, are professionally qualified or undertake to employ technical staff under them.

14. I / We agree that the Arbitrator for fulfilling the duties set forth in the Arbitration clause of the general condition to contractor shall be.

(i). The Managing Director, Tamilnadu Tourism Development Corporation., Chennai-600 002 incase of any claim.

(ii) I / We agree that in case of any value of claim, the remedy will be through the competent civil court only.

Signature of the contractor  
With full addressed with  
Name in block letters.

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**SALES TAX REGISTRATION &  
DEDUCTION OF SALES TAX FROM BILLS**

The tenders could be required to indicate their registration number under the Tamilnadu General Sales tax Act 1959 in the tender form and produce sales tax clearance certificate issued by the Commercial Tax department before final settlement of bills.

According to the notification issued by the Commissioner of sales tax Chennai with regard to "Deduction of Sales Tax" at source in respect of works contractor in the TAMILNADU GOVERNMENT GAZETTE CHENNAI, dated 31.05.1999, a new provision under 7F for deduction of tax at sources is introduced in the Tamilnadu General Sales tax Act 1959 by Tamilnadu Act 15 of 1999 with effect from 10.06.99. as per this new section, 7F of this act at the time of payment of such sum deduction @ 2% (Two percent) in respect of civil works and 4% (Four percent) in respect of all other works contractor from the total amount payable to the contractors and the amount so deducted shall be deposited to the Assessing officer concerned with in "SEVEN" days.

**FOR CONTRACTORS SPECIAL ATTENTION**

1. Only Clean River sand shall be used in all cases.
2. Only clean fresh water shall be used on the work. The contractor shall make his own arrangements for water and shall meet all charges therefor. The special attention of the Contractor is drawn to clause 39 of preliminary specification of the T.N.B.P. regarding water and lighting.
3. The broken stone for concrete and RCC work shall be granite and passed by the Project Engineer.
4. All iron work or steel work of every kind such as to be embedded in concrete shall immediately on arrival at the site be properly scrapped and wire brushed and given priming coat of approved lead painting without claims for extra.

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5. The iron holdfasts shall be buildup on the walls in cement mortar 1:3 at the time of construction of walls. No extra claim shall be due for the same wherever the holdfasts are to be provided to 9" thick wall. Those should be fixed with cement concrete 1:3:6 using 20mm gauge broken granite stone jelly for proper anchorage and proper binding. No separate for such pockets of concrete filling at masonry along with adjacent masonry works shall be paid extra.
6. The Teakwood shall be best Indian Teakwood only and shall be subject to inspection and approval by the Project Engineer before use on work. Country wood where specified shall be "Karimarudhu" or "Kongu" for scantling "Aiyini" for planks.
7. Holes for Electric, wiring, water supply and drainage's etc. shall be provided as directed during progress of work without any claim for extra.
8. The work will be carried out with the least hindrance to the adjoining structure of building and the contractor will be responsible for the damages caused to the existing fixtures, electric fittings etc. during the course of execution of work and the contractor shall make good the damages without any claim for extra.
9. In the case of "T" beams and "L" beams the quantities given in the schedules is the quantity for rib portion only. The top flange portion will be always measured with the general slab portion and paid for at the slab rate only. For all RCC works, the rate shall include the treatment of bearing as per TAMILNADU BUILDING PRACTICE CODE.
10. Concrete works :All exposed concrete surfaces will be required to be finished by cement plaster as detailed in Schedule "A".
11. Plastering all external corners, edges of beams, edges of doors and window openings etc. shall be finished sharp using richer mortar and also finished truly vertical or horizontal as the case may be. The rate for plastering shall include the cost of finishing as above and no separate extra for the corners, edges beams etc shall be paid.
12. If rates are not separately called for, for similar items of works in different floors, the contractor should not claim alternate rates is applicable but one rate approved for all floors indicated in the detailed plans. Any claims for extra for such items floor work will not be entertained under any circumstances after circumstances during execution.

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13. The project if any to the masonry will be measured under the relevant items and no extra will be paid for finishing the same.

14. (i). The work in Public Works Department (Buildings) executed by the contractor under the contract shall be maintained by the contractor until the work is taken over by the Project Engineer. The contractor shall accordingly arrange his own insurance against fire, flood, volcanic eruption, earth quake other convention of nature and all other natural calamities risk arising out of acts of God during such period and that the **corporation** shall not be liable for any loss or damages occasioned by or arising out of any such acts of God.

14.(ii). Provided, however that the contract shall not be liable for all or any loss or damages occasioned by or arising out of act of foreign enemies, invasion hostilities or war like operation (before or after declaration of war, riots, natural calamity or usurped power.)

#### **RETENTION OR WITHHELD AMOUNT**

14.(iii). 21/2% of the total value of the work will be retained in the final bill of the work for the period of one year reckoned from the date of completion of the work in order to enable the department to watch the effect of all seasons of the work. The contractor should furnish an indemnity bond for further period of four year. If any defects are notified in the above said period the defects should be rectified by the contractor at his own costs as directed by the Departmental Officers and no extra payment be made for the rectification of such work.

#### **REVENUE RECOVERY ACT**

14.(iv). Whenever any amount has to be paid by the contractor in lieu of determination of the contract by virtue of clause 57 (4) any amount that may be due or may become due from the contractor under the presence and the contractor is not responding to the demands for the payment of said amount, then the Corporation shall be entitled to recover the said amount under the provision of the Revenue Recovery Act.

In the event of the work being transferred to any other Division/Project Engineer / Assistant Executive Engineer who is in charge of Circle / Division / Sub Division having jurisdiction over the work shall be component to exercise all the powers and privileges reserved in favour of Corporation.

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### **RISK INSURANCE**

14 (v). The work executed by the contractor or under this contract shall be maintained by the contractor's risk until the work is taken over by the Project Engineer. The Corporation should not be liable to pay for any loss or damages occasioned by (or) arising out of fire, flood, volcanic eruptions, earth quake, other conclusion of nature and all other natural calamities, risk arising out of act of God during such period and that the option whether to take insurance coverage (or) not to care such risk is left to the contractor.

The contractor shall not be liable for all or any loss of damages occasioned by or arising out of acts for foreign enemies, invasions, hostilities or war like operation (before or after declaration of war) rebellion military or usurped power.

### **ARBITRATION CLAUSE**

14 (vi). In case any dispute or difference between the parties to the contract either during the progress or after the completion of the works or after determination, abandonment or breach of the contract or as to any other matter or thing arising there under except as to the matters left to the sole discretion of the Project Engineers under clause 18, 20, 25-3, 27-1, 34, 35 and 37 of the general condition of the contractor as to the with holding by the Project Engineers or the payment of any bill to which the contractor may claim to be entities. Then either party shall forth with give to the other, notice of such dispute or difference and such dispute or difference shall be and is hereby referred to the arbitration of the Managing Director, Tamilnadu Tourism Development Corporation Limited, Chennai -2, (Mentioned in the "Articles of agreement" (here in after called the Arbitrator) in case where the value of claim is less than and upto Rs.50,000/- (Rupees fifty thousand only)

In case where the value of the claim is more than Rs.50,000/- the parties will seek remedy through the competent civil court (G.O. Ms. No.253, PWD., dated 24.02.1981.

14 (vii). If at any subsequent to the execution of this agreement, Corporation materials other than those specified in the agreement are supplied to the contractor for use of the work, they will be charged at the market value prevailing at that time of writing of the charge and the should intimate in writing the rate which he demands for finish the work in view of the fact that he is to use Corporation materials. No centage or incidental charges will be borne by the Corporation in connection with the supply of the materials referred to in this paragraph.

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**SCHEDULE C**

List of specification for the various item of work supplementing those prescribed in Schedule "A" by standard specification Number.

1. The contractor shall be employ the following technical staff for supervising the work and shall see that one of this will always at site, during working hours personally checking all items of work and paying extra attention to such works as may demand special attention (eg.) reinforced concrete work etc.

<b>Name or Member of the technical staff to be employed</b>	<b>Qualification</b>	<b>Experience</b>

Note 1 : In the case, the contractor himself is professionally qualified and not in a position to remain always at the site for the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention (i.e..) RCC work, etc, the contractor should employ technically qualified men and as prescribed for the work.

Note 2 : A penalty of Rs.2000/- (Rupees two thousand only) per month for diploma holder and Rs.5000/- (Rupees five thousand only) per month for degree holder will be levied in case of default on the part of contractor as per the norms specified regarding appointment of Technical Assistant with tender notice.

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**ADDITIONAL CONDITION – 1**

1. The materials noted in the list enclosed will be supplied departmentally at the section stores at site of work and their cost recovered from the contractor's bill at issue rates noted against each.
  2. The contractor shall be responsible for the safe custody and storage of the materials under dry conditions at the places of the work spot approved by the Project Engineer.
  3. No royalty shall be charged where due for materials quarried from PWD or District Board or other Corporation Quarries. Necessary assistance will be given to the Contractor by the PWD to obtain access to quarries approved by the Executive Engineer. No plot rent shall be charged for materials stacked on the Corporation land during the course of construction, provided, all such materials are removed within a month after the work is completed.
  4. The contractor shall pay royalty or charge due for use of private quarries and private land.
  5. The contractor shall form his own approach road to the work site for which no extra will be due to him. On completion of work, the contractor shall not be permitted to remove the materials laid for formation of road. If the contractor is allowed to use the existing road, he shall maintain them in good condition at his own cost throughout the period of the contract.
1. (1) Any surplus materials remaining at the site, will not generally be taken over by the Department whether before or after the completion or termination of contract. Such materials either which were originally procured by the contractors were issued to them by the department and charged to their accounts are the property to the contractors and can however be taken by the Department is required, for use on other works, which are in progress only, be special arrangements and at the prevailing market rates viz. The rates which the article or articles of a similar description can be procured at a given time at the store, godown, from Public market suitable to the Division for obtaining such there of.
  2. If the materials originally used by the Department the price allowed to the contractor on re-acquisition shall not exceed the amount charged to the contractor excluding the element of storage charges if any.
  3. If at any time subsequent to the execution of this arrangements, Corporation materials other than those specified in the agreement are supplied to the contractor for use on the work they will be charged at the market value prevailing at that time of supply or stock at issue rates whichever is higher.

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4. The contractor will be informed in writing of this charge and he should intimate in writing the rate he demands for finishing the work in view of the fact that he is not to use Corporation materials. No centage or incidental charges will be borne by the Corporation in connection with the supply of materials referred to in this paragraph. 5
5. The surplus materials which were originally issued to the contractor back to the department for use of the work shall not be removed from the site of work without getting in written permission of the Project Engineer.
6. The contractor's special attention is invited to clause 37 and 38 of the preliminary specification of T.N.B.P. and he is requested to provide at his own expenses shed, latrine and Urinal for his workmen.
7. If night work is required to fulfill the agreed rate of progress all arrangements shall be made by the contractor including lighting without claim for extra.
8. The contractor shall not employ the labours below the age of 12 years and shall also note that he must offer employment ex-toddy tappers and unemployed agriculture labours as far as possible.
9. Any of the items in the schedule may be omitted or radically altered no variation in rates shall become payable to contractors on account of such omissions or variation in quantity.
10. Reference to TNBP in the schedule of quantities referred and addenda and corrigenda issued thereafter.
11. The construction of building will be deemed to be completed only, if all the items of work including finishing items contemplated herein after executed.
12. The contractors shall abide the contractor's labour regulation act of the PWD framed by the Tamilnadu Government. The modification or alteration amendment issued by Government of Tamil Nadu labour welfare Department must also be adhered stingily.

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### **ADDITIONAL CONDITION**

The contractor should use steel centering sheets over sites as to obtain the required finish to the under side of the slab centering steel sheets must be made smooth and perfectly level and to give smooth and even finish to the RCC ceiling centering and form work shall be provided to the area ordered by the Project Engineer during execution.

### **ADDITIONAL CONDITION OF CONTRACT - II**

The contractor shall at his own expenses provide arrangements for this provision of footwear for all labourers during cement mixing work all other similar type of work involving the use of tar mortar etc. to the satisfaction of the Engineer – in – charge and no his failure to do so, the Corporation shall be entitled to provide same and recover the cost from the contract.

When there are complaints of non-payment of wages to the labourers bills by the contractor may be with held pending a clearance certificate from the labour department.

### **ADDITIONAL CONDITION OF CONTRACT - III**

Rules for the provision of health and sanitary arrangements for workers employed by the PWD contractors.

The contractor's special attention is invited to clause 37, 38, 39 and 51 of the Tamilnadu Building Practice code and are is requested to provide at their own expense the following amenities to the satisfaction of the Project Engineer.

### **FIRST AID**

1. At the work site there shall be maintained a readily accessible place, first aid appliances and medicines including adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in a good order. They shall be under the charge of responsible person who shall be readily available during working hours.

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### **DRINKING WATER**

2. (a) Water of good quality fit for drinking purposes shall be provided for the working people on a scale of not less than three gallon per head per day.
- (b). Where drinking water is obtained from an intermittent Public Water Supply each work place shall be provided with the storage tanks where such drinking water shall be stored in hygienic and portable manner.
- (c). Every water supply and storage shall be at a distance not less than 50 feet from any latrine / drain or other existing well which is within such proximity of latrine, drain on any other source of pollution, the well shall be properly closed. If water is drawn from it for drinking. All such wells shall be entirely closed and be provided with a trap door, which shall be dust and waterproof.
- (d). 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 atleast once in a month.

### **WASHING AND BATHING PLACES**

3. Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept clear and drained condition. Bathing or washing should not be allowed in or near the drinking water well.

### **LATRINES AND URINALS**

4. There shall be provided within the premises 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 Project Engineer in any particular area.
1. Where the number of persons employed does not exceed 50-3 seats.
  2. Where the number of persons employed exceed 50 but does not exceed 100-3 seats.
  3. For every additional 100 persons 3 seats.

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If women are employed, separate latrines and urinals screened from those from men shall be provided on the same scale. Except in work places provide with water flushed latrine connected with a water borne sewage system, all latrines shall be provided with actable dry earth system which will be cleared atleast four times daily and atleast twice during working hours and kept in a strictly sanitary condition. The latrines and urinals shall be tarred inside and outside atleast once a year.

The excreta from the latrines shall be disposed off at the contractor's expense, in outside pits approved by the local public health authority. The contractor shall also employ adequate number of scavengers, conservancy staff to keep the latrines and urinals in a clean condition.

#### **SHELTER DURING REST**

At the work site, there shall be provided at free of cost two suitable sheds one for meals and another for rest separately for men and women for the use of labourers.

#### **CRECHES**

2. At every work place at which 50 or more women are working there shall be provided tow huts of suitable size for the use of children under the age of 6 years belonging to such women. One hut shall be used for infants, games and play and the other as their bedroom. The huts shall not be constructed and a lower standard than the following.

- i. Thatched roofs
- ii. Mud floors and walls
- iii. Planks spread over the mud floor and covered with matting

The size of the crèche or crèches should vary according to the number of women workers. The crèches should be properly maintained and necessary equipment like toys etc, should be provided and huts shall be provided with suitable and sufficient sweepers to keep the place clean. There shall be two ayahs in attendance. Sanitary utensils shall be provided to the satisfaction of the health officer of the area concerned.

The number of huts shall be restricted to children and their attendants of the children.

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### **CANTEEN**

3. A cooked food canteen on a moderate scale shall be provided for the benefits of the workers if it is considered expedient.

### **SHEDS FOR WORKMEN**

The contractor should provide at his own expenses shed for housing the workmen. The sheds shall be on a standard not less than the cheap shelter type, to live in which the work pertaining to locality area accustomed to. A floor area of about 1.80 metre X 1.5 metre for 2 persons shall be provided. The sheds to be in rows with 1.3 metres clear work people's camp shall be laid out in units of 400 persons each. Each unit to have clear space of 12 metre around.

### **ADDITIONAL CONDITION – IV**

Safety provision in the building industry conditions in additional to clause 36 preliminary specification of TNBP.

### **PART – I**

### **ARTICLES – 1**

1. Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from ladder or by any other means.
2. A scaffold shall not be constructed, taken down or subsequently altered except,
  - a). Under the supervision of a competent and responsible person and
  - b). by competent workers possessing adequate experience in this kind of work.
3. Scaffolds shall be so constructed that no part thereof can be displaced in consequent on normal use.
4. scaffolds shall not be over loaded as far as practicable and shall be evenly distributed.
5. Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
6. A competent person shall periodically inspect scaffolds.
7. Before allowing a scaffold to be used by his workmen every employer shall satisfy as to whether the scaffold has been executed by his workmen or not be should taken step to ensure that it functions fully with the requirements of this article.

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**ARTICLE – 2**

1. Working platform gangways and staircase shall be so constructed that no part thereof can sag unduly or unequally.

a). Be so constructed and maintained to obviate from risks of persons tripping or slipping and

b). be kept free from any unnecessary obstruction.

c). Every working platform gangway working place and staircase shall be suitably forced.

**ARTICLE – 3**

1. Every opening in the building or in a working platform shall erect for the time to the extent required to allow the excess of persons or the transport or shirting of materials be provided with suitable means to prevent the fall of persons or materials.

2. When persons are employed on a roof where there is danger of falling from the height exceed that to be prescribed by national laws of regulations, suitable precautions shall be taken to prevent the fall of persons and materials.

3. Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places :

**ARTICLE – 4**

1. Safe means of access shall be provided, to all working platforms and other working places.

2. Every ladder shall be securely fixed and of such length as to provide secure hand hold and foot held at every position at which it is used.

3. Every place where work is carried on and the means of approach there to shall be adequately lighted.

4. Adequate precautions shall be taken to prevent persons danger from electrical equipment.

5. No materials on the site shall be so attached or placed as to cause danger to any persons.

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**PART – II**

**GENERAL RULES TO HOISTING APPLIANCES**

**ARTICLE – 5**

1. Hoisting machines and tackle including their attachments enhotages and supports shall.

a) be of good mechanical condition sound material and adequate strength and free from patient defects and

b) be kept in good repair and in good working order.

2. 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 patient defects.

**ARTICLE-6**

1. Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be reexamined in position at intervals to be prescribed by national law or regulation.

2. Every chain ring, hook shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

**ARTICLE – 7**

1. Every crane driver or hoisting appliances operator shall be properly qualified.

2. No persons under an age to be prescribed by national law regulations shall be in control of hoisting machinery including any scaffold which gives signals to the operator.

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**ARTICLE – 8**

1. In the case of hoisting machine and every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means/
2. Every hoisting machine and all gear referred to in the proceeding paragraphs shall be plainly marked with the safe working load.
3. 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.
4. No part of any hoisting machine or of any gear referred to in the paragraph (i) of this article shall be loaded beyond the safe working load except for the purpose of testing.

**ARTICLE – 9**

1. Motor gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safe guards.
2. Hoisting appliances shall be provided with such means as well to reduce the risk of the accident descent of the load.
3. Adequate precautions shall be taken to reduce the risk of any part of suspended load becoming accidentally displaced.

**PART – III**

**GENERAL RULES TO SAFETY EQUIPMENT AND FIRST AID**

**ARTICLE – 10**

1. All necessary personal safety equipment shall be kept available for the use of the persons employed on the site and be maintained in a condition suitable for immediate use.
2. The workers shall be required to use the equipment thus provided and the employer shall take adequate steps to ensure proper use of the equipment by those concerned.

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**ARTICLE – 11**

When work is carried on in proximity to any place where there is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

**ARTICLE – 12**

Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**ARTICLE – 13**

Where large work places are situated in cities, towns or in their sub-urban and no beds are considered necessary owing to the proximity of city or town hospital, suitable transport shall be provided to facilitate removal of urgent cases to the Hospitals, at their work places some conveyance facilities such as car shall be kept ready available to the injured person or persons suddenly taken seriously ill to the nearest hospital.

**PROPORTIONING OF MIX**

Each batch of mix shall be proportioned by weight of cement fine aggregate and coarse aggregate, water for each bag shall be added in quantity measured by volumes or by weight. Where weight of cement determined by accepting the maker weight per bag, a reasonable number of bags shall be weighed separately to check the net weight, and the cement is weighed weight per bag, a reasonable number of bags shall be weighed on the site and not in bags. It shall be weighed separately from the aggregate. In the weighing equipment's shall be maintained in a clean and serviceable condition and their accuracy checked periodically.

**MIXING**

Mixing shall be done by mechanical mixers. The quantities of fine aggregate and water shall be adjusted duly in the field to compensate bulking due to the quantity of moisture present in fine aggregate and free water in the coarse aggregate at the time of use.

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## **TESTS**

Tests shall be got done in an approved laboratory at the cost of the contractor's.

### **PRELIMINARY TEST**

If concrete mixes are specified by its strength then the mix needs be designed and preliminary test should be carried out.

Preliminary test is conducted in a laboratory on the trial mix of concrete produced in the laboratory with the object of :

- a). Designing a concrete mix before the actual concrete operation starts.
- b). Determining the adjustments requirement in the designed mix when there is a change in the materials use during the execution of works or.
- c). Verifying the strength of cement mix.

### **B. WORK TESTS**

The test shall be conducted either in the field or in a laboratory on the sample made in the work spot of the concrete used on the work.

The samples shall be spread as evenly as possible throughout the day then wide changes of weather conditions occur during concrete additional sample may be taken as desired by the Project Engineer.

All expenses on the tests shall be borne by the contractor. Nothing extra shall be paid to the contractor for carrying out the tests.

All samples or tests shall be taken in the presence of the Assistant Engineer concerned and the contractor or his authorized agent.

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All mix design and test date and results shall be maintained as part of the record for the contract and shall be signed by the Assistant Executive Engineer and the contractor.

A register of cement concrete cubes cast and tested giving the following particulars shall be maintained at the site:

1. Name of work and reference to Agreement
2. Serial Number
3. Date and time of sample taken
4. Sample Number
5. Number of cubes
6. Identification marks
7. Proportions of mix
8. Description of the portion of work represented by the sample and quantity of concrete represented by the sample
9. Initial of Assistant Executive Engineer and the contractor's authorized agent in whose presence the sample is taken.
10. Result of 7 days test.
11. Result of 28 days test.
12. Review and remarks by Project Engineer.

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**SPECIFICATION FOR SANITARY FITTING SD DRAINAGE AND WATER SUPPLY**

1. Water closets basins urinals sinks and other sanitaryware shall be of ISI approved make as required in the relevant items fixing of these shall be in accordance with the special specification.
2. The rates shall include dismantling making holes in walls or slabs and restoring the structure to the original conditions after the completion of the work.
3. The work should be carried out with least hindrance to the adjoining building and the contractor shall be responsible for any damage caused to the existing fixtures, electric fittings etc. in the course of execution and the contractor shall make good any such damage without claim for extra.
4. The rate for laying stoneware pipes shall include necessary all incidental charges during execution of work and making good the damages to the roads and other structures.
5. The rates for laying G.I. pipes or PVC pipes shall include fixing with wooden plug G.I / C.I. clamps and brass screws where the pipes are fixed to wall. The rates for G.I. pipes shall also include wrapping them with tarred taps where they are buried in earth the portions embedded in masonry and painting with white lead two coats for portions above ground level.
6. The clamps for G.I. pipes fitting should not be spaced more than a part the wooden plugs for pipe and bracket fitting should be properly fixed in C.M. 1:3 in holder made in masonry with the wide and of wedge shaped plugs in side the walls. The size of plugs should not be less than  $\frac{1}{2}$  sq.m/ 1sq. inch at one end,  $\frac{1}{2}$  sq.m/ 1sq.inch at the other end with depth of not less than 3".
7. Painting with two coats of best white paint or any other colour approved by the Project Engineer over priming coat of red lead to all flushing tanks brackets clamps used for fixing pipes and all other connections.
8. The contractor should employ sufficient number of qualified licensed plumber with necessary experience and skilled in the trade to the satisfaction of the Project Engineer concerned for execution of water supply and sanitary items of work.

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9. The rate shall include all dismantling making holes in walls or slabs and testing the structure to the original condition after the completion of the work.
  1. The water for works shall be as far as practicable free from earthing vegetable or organic matter and from salts or other substance likely to interface with the setting of mortar or otherwise prove harmful to the work
  2. All items of work shall be done in accordance with the relevant classes of TNBP and agenda volume to the TNBP or amendments from time to time.
  3. The contractor shall be responsible for the safe custody of all the departmental materials once they are handed over to the contractor at the departmental stores. The cost of any materials in the custody of the contractor stolen, lost, destroyed or damaged or if rendered unfit for the work will be recovered from the contractor at prevailing issue rates.
  4. For testing the concrete and aggregate the contractor must procure the following equipments and make them available at site.
10. Steel mould for making 45cm cube of concrete (The mould will be in two halves for easy removal)
11. Slumps cone for testing consistency (slump test) the cone will be 30cm height truss casted cone with top and bottom diameters of 10 cm and 20cm respectively. In addition a steel rod 15cm dia and 50cm in length and with tamping and rounded is to be procured.
12. For finding fineness modules and coarse aggregate hand operated over a apparatus may be procured along with weighing machine for weighing the aggregate and the sand.
13. In the case of any breach of the terms of the contract, the contract will be closed at the risk and the cost of contractor in addition to the forfeiture of the EMD and security deposit.
14. The testing is to be done at the contractor's cost for all building materials and also for concrete cubes.
15. The work shall be executed and measured as per metric dimension given in the schedule of quantities drawing etc. (F.P. units where indicated are for guidance only)

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16. Unless otherwise specified all the rates quoted by the contractor shall be for works at all levels of the buildings.

17. Rates for every item of work to be done under this contract shall be for all lifts and leads, heights, depths, lengths and widths

Except when specifically mentioned in the item, otherwise nothing extra will be paid on this account

The rate for all item in which use of cement is involved is inclusive of charges for curing.

#### **ADDITIONAL CONDITION FOR CONTRACTOR'S SPECIAL ATTENTION**

1. If at any time the Project Engineer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the progress of the site work as defined by the tabular statement rate of progress in the article of agreement, the Project Engineer shall so advise the contractor in writing and at the same time demand complied. If the contractor neglects to comply with such demand within seven days after the receipt of such notice it shall therefore at any time thereafter be lawful for the Project Engineer to determine the contract which determination shall carry with the forfeiture of the security deposit and the total of the amount withheld from the final bill together with value of such remaining balance works as may have been executed and not paid for such proportion of such total sums as shall be assessed by the Project Engineer.

#### **ADDITIONAL CONDITIONS**

1. Water and lighting : The contractor shall pay all fees and provide water and light as required from Municipal main or other sources and shall pay all charges therefore (including storage tanks, metre etc.) for the use of the works and workman unless otherwise arranged and decided as in writing with Project Engineer.

The tenderer shall ensure that no damage is caused to the existing structure / building whether it is Corporation owned or private owned etc. in the adjacent areas close premixing to the proposed site and if any damage is caused due to pile driving etc. to the adjacent buildings it shall be rectified / compensated by the tenderer at his own cost of the satisfaction of departmental officers / owners of any private building affected (i.e) the contractor should indemnify the department against damages if any to adjacent building due to the driving.

The contractor has to make his own arrangements for procuring water for construction purpose construction and curing should be done with water free from injurious amounts of deletion materials potable water are generally considered satisfactory for curing and fixing concrete and masonry. However the water to be used should be periodically tested at contractors cost for its suitability for using the construction work and got approved from Department Engineers.

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**Electricity:** The contractor should make his own arrangements for obtaining electricity for all types of his use like lighting, welding, pumping and mosaic and marble polishing etc.

Any damages to work resulting from rains or from any other cause until these works are taken over by the department after completion will be made good by the contractor at his own cost.

#### **ADDITIONAL CONDITIONS**

“On evaluation of tender if it is found that if the overall quoted amount of the tender is less than 5 to 15% of the value put to tender, the contractor shall pay an additional security at 2% of the estimated value. If the tender discount exceeds 15% to 20%, the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimated amount. Failure to furnish the additional security deposit within 15 days from the date of receipt of Acceptance order and execute the Agreement shall entail cancellation of award of contract and forfeiture of E.M.D. furnished.”

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## **DAMAGES FOR DELAYS AND NONCOMPLETION**

### **Penalty clause:**

Penalty of 1% per week of delay beyond the scheduled period of completion will be levied subject to the maximum of 10% if the delay exceeds 10 weeks, the contractor is liable for termination along with forfeiture of the EMD, security deposit and withheld amount. The contractor will also be block listed.

## **NON TENDERED ITEMS**

In case of items of works for which supplemental agreement is to be entered into the following procedures will be adopted.

For item of work for which rates can be derived from the rate for the items in the original agreement, the rate will be derived either by applying the pro rata excess or discount for the item of work or the rate is derived from standard data and the lesser rate of these two will be adopted for making payment to contractor.

For item of work for which rates cannot be derived from the rates for the item in the original agreement, the rates for payment will be follows.

1. When the schedule of rates has not changed during the period for the date of execution of the original agreement to the date of execution agreement, the rates for the supplemental agreement shall be the prevailing schedule of rates with the tender premium applied.
2. When the schedule of rates has changed during the intervening period, the rates prevailing as per the schedule of rates at the time of execution of supplemental agreement will be adopted with no tender premium or discount applied.
3. The said conditions shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by, submit themselves to the conditions and stipulation and perform the agreement on their parts respectively.

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**Cleaning up during progress and for delivery:**

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

**RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTORS**

Observance of laws, local regulations and notice attachments:

The Contractor shall conform to the regulations and by laws of any local authority and or of any water or lighting companies with those systems the structure is proposed to be connected and shall before making any variations from the drawings for specification that may be necessitated by so conforming given to the Project Engineer written notice, specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. In case the contractor shall not receive such instructions within 7 days he shall proceed with the work conforming to the provisions regulating or by law in question and any variation in the drawings or specifications so necessitated shall be dealt with under clause 59.

The contractor shall be given all notices required by the said act, regulation or by laws and pay all fees in connection therewith unless otherwise arranged and decided on in writing with the Project Engineer. He shall also ensure that no attachment 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 Corporation/ Government against any claim or liability arising from or based on the violation of any such law Ordinance, regulation orders decree, or attachment whether by himself or by his employees.

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**Accident – Hoarding – Lighting observations- Watchman**

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

It shall be the contractor's sole responsibility to protect the public and his employees against accidents from any cause and he shall indemnify Corporation /Government against any claims for damages for injury to person or property, resulting from any such claim and shall where of the workmen compensation Act apply, take steps to properly insured against any claims there under.

On the occurrence of accident which results in death of any of the workmen employed by the contractor or which is so seriousness 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 of the fact of such accident resulting directly or indirectly from his failure to give intimation in manner aforesaid including the penalties or fines if any payable by as a consequence of failure to give notice under the workmen's compensation Act or otherwise. Conform to the provisions of the Aid Act in regard to such accident. In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII of 1923 whether by the contractor or by the as principle it shall be lawful for the P.E, to retain out of money due to and payable to the contractor such a sum or sum of money as may, in the opinion of the said P.E be sufficient to meet such liability. The opinion of the P.E, shall be final in regard to all matters arising in this clause.

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

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In respects of all directly employed in the works for the performance of the contractor's part of this agreement. The contractor shall comply with or caused to complied with all the rules framed by the TTDC, from time to time for the provision of health and sanitary arrangement to workers employed by TTDC and their contractors (vide appendix) in case the contractor fails to make arrangement and provide necessary facilities as aforesaid the Project Engineer shall be at liberty to make arrangement, provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

In respects 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 provision as per "safety code" framed from time to time and shall at his/ their own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement, provide facilities as aforesaid and recover the costs included in that behalf from the contractor.

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall arrange furnish in triplicate particulars for each work in the performa vide appendix XXXVIII by the end of every month to the Project Engineer/ AEE in charge of the work.

**Blasting:**

Blasting executed by contractor in connection with TTDC works shall be carried out in the manner describe under "Blasting Operations- instruction to contractor" of the TNEB.

The contractor is to protect the whole of the adjoin and where necessary, the existing premises and all works and all fittings all buildings on and adjoining of these works and make good in all respects all such damages done or occurring to the same, and leave such reinstatement perfect order. He is also make good any damage done to private footways or roadways or buildings or any other properties.

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The Project Engineer shall have full power to sent workmen upon the premises to execute fitting 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 damages which may happen to or be occasioned by any such fittings or other works, provided he complies with the Project Engineer's instruction in connection there with and provided that the damages is caused by himself or his workmen.

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

When two or more contractors are engaged on installation or construction work in the same vanity the Project Engineer shall have authority to direct the manner in which each shall conduct the work so far as is affects other contractors.

**Holes for water services, Gas, Electrical, and Sanitary fittings:**

The contractor shall leave all holes in masonry and flows for the insertion of water service, gas and electrical connections and sanitary fittings in the exact position indicated by the Project Engineer/ AEE during the progress of the work. These holes must be built up in a workman like manner in the contractor cost as soon as the fitting have been installed. In cases, where the installations are made during the construction of the building and where in the opinion of the Project Engineer delays in settlement of accounts will not there by occur.

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**Contractor's risks and insurance:**

The work executed by the contractor under this contract shall be maintained at the contractors risk until the work is taken over by the Project Engineer. The contractor shall accordingly arrange his their own insurance, against fire and other usual risk during such period unless otherwise specified.

Provided however that the contractor shall not be liable for all or any loss or damages occasioned by or arising out of acts of God, and in particular unprecedented flood, volcano eruption, earthquake or other convulsion of nature invasion, the act of foreign enemies, hostilities or war like operations (before or after declaration of war rebellion, military or usurped power)

**Order Book:**

An order book shall be kept at the site of the work. as far as possible, all orders regarding the work to be entered in this book. All entries shall be signed and dated by the officers in direct charge for the work and by the contractor or by his representative. In important cases, the Project Engineer/AEE will countersign the entries, which have been made. The order book shall no be removed from the work except with the written permission of P.E/ AEE, TTDC.

No photographs of the site or of the work of any part thereof shall be taken except with the permission in written of the P.E/ AEE, TTDC and no such photographs shall be published or otherwise circulated without the permission of the Project Engineer.

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

On notification of possession of the site (or premises) being given to the contractor by letter registered for acknowledge as provided in calls 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 P.E, TTDC 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 be under no circumstance be entitled to claim any damages from TTDC if they incurs any expenses or liabilities payment under the right to withdraw from the contract and obtain refund of his/ their security deposit if such intimation of handing over the site is delayed more than two months from the date of acceptance of the agreement by competent authority.

**Delays and extension of time:**

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall be except as hereinafter defined.

Reasonable extension of time will be allowed by the P.E, TTDC for unavoidable delays, such may result from which in the opinion of the P.E, TTDC or undoubtedly beyond the control of the contractor. The P.E, TTDC shall assess the period of delay or hindrance caused by any written instruction by him or in his behalf at.

**Holidays:**

Subject to any provision to the contrary contained in the contract note 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 written of the Project Engineer/AEE or of the officer in charge of the work. Say when the work is unavoidable or absolutely necessary for the save of life of property or for the safety of the works in which case the contract or shall immediately advice the Project Engineer/ AEE at site.

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## MISCELLANEOUS

### **Specialists:**

The P.E, TTDC shall during the progress of the work have power to select nominate or recommend tradesmen or specialists to supply materials execute such portion of the work, as he may consider desirable in the interest of the corporation. Twenty five percent in excess of the actual working period so lost. If at any time the P.E, TTDC of the opinion that there has been avoidable delays, and the contractor fails to maintain the “**Rate of progress**” specified in the Article of agreement, it shall be lawful for the P.E, TTDC to impose penalty or order forfeiture from the deposit sanction the extension of time for such delays, provided however the penalty and forfeiture shall be governed as per clause 56.2 and 56.3.

Whenever authorized alternation or additions made during the progress of work or of such nature in the opinion of the P.E, TTDC as to justify an extension of time in consequence thereof, such extension of time will be granted in written by the P.E, TTDC when ordering such alternations or additions.

Delays in commencement or in progress or neglect of work or suspension of work by the contractor and forfeiture of earnest money security deposit and withheld amounts “Time” shall be considered as the essence of the contract. if at any “Time” the P.E, TTDC shall be of the opinion that the contractor’s delaying commencement of the work, neglecting or delaying the progress of work as defined in the tabular statement, under “Rate of progress” in the Article of agreement plus and “Extension of Time” or the contractor shall suspend the work or sublet the work or a portion thereof without the sanction of the P.E, or violates any of the provision of the contract. The P.E shall so advise the contractor and at the same time demand compliance. If the contractor neglects to comply with such demands within 7 days after receipt of such notice. It shall then or at “Time” be lawful for the P.E to impose a penalty or forfeiture on this contractor from the deposit or to determine the contract.

The penalty or forfeiture referred to clause 56.1 shall not exceed 10% of the clause of work executed and he then 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 work.

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It shall be a further right of the P.E, to give any part of the work to any other contractor at his discretion or to have it done be determinate in order to maintain the rate of progress and the discretion or have it done departmentally for only that portion of the work given to the contractor or done departmentally. The forfeiture under clauses 56.2 will in these circumstance be applied any excess expenditure incurred on this account shall be recovered from the original contractor

Determination of Contract Act referred to in clause 47.1 shall carry it the forfeiture of the security deposit. After determinate the contract, the P.E have right to give any part of the work to any other contractor on the unexecuted or balance portion of the contract in which case any expenses which may be incurred in excess of such amount which would have been aid to the original contractor or if the whole work had been executed deducted from any money due to him by TTDC under this contract or any other account whatsoever.

Provided also that if the expenses incurred by the TTDC are less than the amount payable to the contractor at his/ their agreement rates, the difference will not be paid to the contractor. In the event of anyone of the above clauses being adopted by the P.E, TTDC, the contractors shall have no compensation for any loss sustained by him by reason or his having purchased or processed any materials or entered into any engagements or made any advance 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 P.E, has certified in writing the performance of such work and the value payable in respects thereof and he shall only be entitled to be paid the value so certified. In the event of the P.E, putting in force all or any of the powers vested in him, he may work and site and all such plants and materials thereon (or any ground contiguous thereof) and all such plants and materials as above mentioned shall there upon be at the disposal of TTDC absolutely for the purpose of completing the work.

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After such notice shall have been given contractor shall not be at liberty to remove from the site of works or from the ground contiguous there to any plant or materials belonging to him, which shall have been placed thereon for the purpose of the above, TTDC shall not be able to make any payment to the contractor. On account of use of such plant or the completion of the work under the provision herein before contained. On taking position of the materials and stores belonging to the contractor or procured by the contractor and intended to be used for the execution of work or any part thereof, the contractor shall be paid for the same in account at the contract rates to be certified thereof shall be final, otherwise the TTDC may give notice in writing to the contractor to remove any of his plant or materials from the site and not required. The rate for additional works shall be derived from the rate of similar items of work in accepted agreement. In the case of work 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 agreement may be the prevailing schedule of rates plus or minus tender premium in case the rates cannot be derived from the items in the original agreement.

In otherwise where the schedule of 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. If the rate of a particular or item of work is not in the schedule of rates the prevailing market rate when the work was done shall be adopted. If the rate cannot be determinate as above, the rate shall be fixed on the cost labour and materials plus 10 percent thereon provided the vouchers shall have been delivered to the P.E, within 7 days after such work is completed. If the P.E consider that the vouchers are unduly high, the P.E can value the work as reasonable and fair and made payment if the value of payment is less than Rs. 1000/- if the value of additional payment exceeds Rs. 100/- the contractor shall have the rights to submit the matter arbitration. It shall be distinctly understood that no payment whatever will be made to the contractor accounts, receipts by way of extras in cases where such variation have been made within the written sanction of the Project Engineer.

**Accounts Receipts and Vouchers:**

The Contractor shall at any time upon the request of the P.E furnished him with all invoices, accounts, receipts and other vouchers that he may require in connection with the contract bill.

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**Fraud, willful, neglect or default:**

No final or other certificate or payment of or completion, acceptance or settlement of account shall in any circumstance relieve the contractor from his liability for any fraud or willful neglect or default in the execution of the contract or any willful neglect for unauthorized deviations from drawings, specification, instruction and directions for the time being binding upon him for any completion of the work, if such plant and or materials are not removed within 14 days after notice shall have been so given TTDC may remove and sell shall be final and binding on the proceeds less the cost of removal and sale to the credit of the contractor. The certificate of the P.E, as the expenses of any such removal and sale shall be final and binding on the contractor.

**PARTICULARS OF PAYMENT**

Payment of lump sum basis or final measurement at unit prices.

Final measurement need not be taken unless either the contractor or the P.E claims extra or deductions from the quantities of schedule A. In case final measurement claimed they should be taken only for those items for which either the contractor or the P.E claims final measurements and the quantities of the remaining item in the schedule A shall be accepted as correct. A 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. All such items and the amount arrived at by calculation at contract rates based on the revised quantities for the same obtained by the final measurement aforesaid.

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

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**Payment for additions and deductions for omissions:**

No authorized variation shall vitiate the contract but additions and omissions shall be measured up and dealt within accordance with clause 58.3.

If there is no rate in Schedule A for additional work ordered to be carried out by the P.E, when prior to execution of the additional work, a rate for the additional work shall be worked out in accordance with the methods indicated in clause 58.3.2 and with the rate agreed upon a supplemental agreement shall be entered in the proper department from signed and dated by the contractor and the P.E and or any other officer for the time being authorized 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.

When there are complaints from the Labour Department about non- payment of wages to the labourers employed by the contractor for the execution of the work under agreement, the P.E, shall have full powers to withheld the bill claimed by the contractor pending clearance certificate from the Labour Department and to act as per direction given by the Labour Department.

**Interest on money to the contractors:**

No omission by the P.E to pay the amount due upon certificate shall vitiate or make void the contract nor shall the contractor be entitled to interest upon any guarantee fund or payment in arrears, nor upon any balance which may on the final settlement of his accounts be found to be due to him.

**Acceptance of final measurements:**

The contractor agrees that before payment of the final bill shall be made on the contract. He will sign and deliver to the Project Engineer either in measurement book or otherwise as demanded a valid and discharge from any and all claims and demands whatsoever for all matters arising out of are connected with the contract and also produce a certificate from the income tax authority such all income tax payable by him up to date has been duly paid, provided that nothing in this clause shall discharge to release the contractor from his liability under the contract. It is further expressly agreed that Project Engineer in supplying the final measurement certificate need not be bound by the preceding measurement and payments. The final measurements if any of the Project Engineer shall be final conclusive and binding on the contractor.

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**Recovery of money from contractor in certain cases:**

In every case in which provision is made for recovery of money from the contractor, TTDC shall be entitled to retain or deduct the amount thereof from any money that may be due may become due to the contractor under these present and or under any other contract or contracts or any other accounts whatsoever

**Contractor dying, becoming insolvent, insane, or Imprisonment:**

In the event of the death of insanity or insolvency or imprisonment of the contractor or where the contractor being a partnership of firm becomes dissolved or being a corporation goes into liquidation voluntary or otherwise the contract may at the option of the P.E 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.

**Unfixed materials:**

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

**Payment and certificate:**

Payment will be made to the contractor under the certificate to be issued by the Engineer at reasonable frequent intervals by the P.E/AEE of a sum equal to 95% of the value of work as so certified and the balance of 5% will be withheld and retained as security for the fulfillment of the contract. Under the certificate to be issued by the Project Engineer/ AEE on the completion of the entire works the contractor will receive the final payment due to him their under or by virtue of the contract except security deposit and the withheld amount equal to 2.5% of the total value of work done provided there is no recovery from or forfeiture by the contractor to be made under clause 56. The amount withheld from the final bill will be retained under "DEPOSIT" and paid to the contractor on expiry of one year from the date of completion of work and executing and indemnity bond for the further period of four years as prescribed by the Project Engineer. The E.M.D and Security Deposit will be released to the contractor after six months/ one year reckoned from the date of completion of work or from the date of taking over of site officially from the contractor as soon after the expiration of such period mentioned as all defects shall have been made good according to the true intent and meaning hereof whichever shall last happen.

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In the event the final bill remains unpaid even after the period of twelve months aforesaid. The P.E shall refund the security deposit which includes the E.M.D. No certificate of the Project Engineer shall be considered conclusive evidence as to be sufficient 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 as provided from the contractor. The contractor when applying for a certificate shall prepare sufficiently detailed bill based on the original figures of quantities and rates in the contract schedule to the satisfaction of the P.E to enable the check the claims and issue the certificate. The certificate as to such of the claims mentioned in the application as are allowed by the Project Engineer shall be issued within 14 days of previous application. Work 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 rates of the division approved by competent to the person entitled to receive and give a discharge for the payment.

**Arbitrations:**

In case of any dispute or difference between the parties to the contract either during the progress or after the completion of the work or after the determination abandonment or breach of the contract, or as to any matter or thing arising hereunder except as to the matters left to the sole discretion of the P.E under clauses 18, 20, 25-3, 27, 34, 35 and 37 of "General Conditions of Contract" or as to the with holding by the P.E of payment of any bill to which the contractor may claim to be entitled the either party shall forthwith give to the other notice of such dispute of difference and such dispute or difference shall be and is hereby referred to the arbitration of the Managing Director, Tamilnadu Tourism Development Corporation Limited, Chennai -2 mentioned in the "Articles of Agreement" (herein after called for "Arbitration")Subject as aforesaid to the provisions of the arbitration Act 1940 or any statutory modification or re enactment thereof and the rules made hereunder 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 arbitration subject to the condition that the amount of such costs to be awarded to either party shall not, in respects of a monetary claim exceed the percentage set out below of any such award irrespective of the actual fees costs and expenses 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.

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The arbitration may determine the amount of the costs be awarded or direct the same to be taxed as between solicitor and client or as party and partly 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 clauses 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 TTDC, shall not be liable to any claim in respects of any such dispute or difference until the liability and the amount thereof shall have been referred to and decided by the Arbitration and decreed by the court.

The rate column and amount column must also be noted in figures and in words the amount must also be carried over arithmetical additional in each page and should be carries over to next subsequent page and total value be arrived at last page.

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**Special Conditions:**

1. The conveyance of materials, labourers, etc., in the sea through licensed boat shall be arranged by the contractor.
2. Necessary safety measures including insurance of the workers are comes under the scope of the contractor.
3. Mobilization of materials to the work site are borne by the contractor.
4. All the operation and execution of the works are to be done under the guidance of Archeological Survey of India officials and as per the direction of the Corporation officials.

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