



TAMIL NADU FISHERIES DEVELOPMENT CORPORATION LIMITED

Integrated Office Complex for Animal Husbandry & Fisheries Department

No.571, 4th Floor, Anna Salai, Nandanam, Chennai -600 035.

Rc.No.2296/S3/2021

Date:07.04.2022

TENDER NOTICE

Sealed tenders are invited by the Managing Director, TNFDC Ltd., for the following
Modernization of Fish Handling Center at Santhome in Chennai District.

Name of work	Approximate value of work (Rs.)	EMD Amount (Rs.)	Period for completion of the work	Cost of Tender Schedule + GST	Cost of Tender schedule and EMD to be remitted in favour of	Min. Class of Registration
Modernization of Fish Handling Center at Santhome in Chennai	15.30 lakh (including GST)	15,500/-	3 Months	Rs.1000/- + GST @ 5%	The Managing Director, TNFDC Ltd., Chennai-35.	Class-II

- Period for Availability of Tender Schedule from : 13.04.2022 to 25.04.2022 upto 5.45 p.m.
- Last date of receipt of tender : 26.04.2022 up to 3.00 p.m.
- Opening of tender : 26.04.2022 by 3.30 p.m.

The other details and terms and conditions may be obtained from the office of the Managing Director, TNFDC Ltd., Chennai – 600 035. The Tender Documents can also be downloaded from the following website www.tenders.tn.gov.in

Sd./-MANAGING DIRECTOR



TAMIL NADU FISHERIES DEVELOPMENT CORPORATION LIMITED

Notice Inviting Tender

NAME OF WORK	:	Modernization of Fish Handling Center at Santhome in Chennai District
PERIOD OF SALE OF TENDER DOCUMENT	:	From 13.04.2022 to 25.04.2022
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	26.04.2022 at 03.00 p.m
DATE AND TIME OF OPENING OF TENDERS	:	26.04.2022 at 03.30 p.m
PLACE OF OPENING OF TENDER :	:	Tamil Nadu Fisheries Development Corporation Limited (TNFDC), Integrated Office Complex for Animal Husbandry & Fisheries Department No.571, 4th Floor, Anna Salai, Nandanam Chennai -600 035
ADDRESS FOR COMMUNICATION	:	The Managing Director, Tamil Nadu Fisheries Development Corporation Limited Integrated Office Complex for Animal Husbandry & Fisheries Department No.571, 4th Floor, Anna Salai, Nandanam Chennai -600 035
OFFICER INVITING TENDERS	:	The Managing Director, Tamil Nadu Fisheries Development Corporation Limited, (TNFDC)
TELEPHONE	:	044-2436-4908
FAX	:	044-2436-4904
E-MAIL	:	tnfdcho@gmail.com

INVITATION FOR TENDER

TAMIL NADU FISHERIES DEVELOPMENT CORPORATION LIMITED

NAME OF THE WORK: **Modernization of Fish Handling Center at Santhome in Chennai District**

INVITATION FOR TENDERS

TENDER No.: 2296/S3/2021

Date:07.04.2022

- 1) **The Managing Director, Tamil Nadu Fisheries Development Corporation Ltd., (TNFDC)** invites **Item rate Tenders** for the construction of works as detailed in the table given below. The Tenderer may submit Tenders for the work under single cover system.
- 2) Tender is open to all eligible Tenderers. Successful Tenderers should however get themselves registered if they are not already registered, with the Central / State Government Departments or Central / State Government undertakings.
- 3.1 Tender documents may be purchased from the office of the Managing Director, Tamil Nadu Fisheries Development Corporation (TNFDC), Integrated Office Complex for Animal Husbandry & Fisheries Department No.571, 4th Floor, Anna Salai, Nandanam Chennai -600 035 from 13.04.2022 to 25.04.2022 for a non-refundable cost of Rs.1,000 + GST @ 5%. The cost of Tender documents may be paid in the form of or in form of Demand Draft on any Nationalized / Scheduled Bank Payable at **Chennai** in favour of **The Managing Director, Tamil Nadu Fisheries Development Corporation Limited**, Interested Tenderer may obtain further information at the same address. The Tender inviting authority will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same. The Tender documents can also be down loaded from the following web site www.tenders.tn.gov.in. at free of cost
- 3.2 The provisions in the Instructions to Tenderers and in the Conditions of Contract are subject to the provisions of the Tamil Nadu Transparency in Tender Act 1998.
4. Tenders must be accompanied by **Earnest Money Deposit (EMD)** of the amount specified for the work in the table below, payable at **Chennai** drawn in favour of **The Managing Director, Tamil Nadu Fisheries Development Corporation Ltd.**, Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and should be valid for 45 days beyond the validity of the Tender.
5. Tenders must be delivered to the office of The Managing Director, Tamil Nadu Fisheries Development Corporation Ltd., (TNFDC), Integrated Office Complex for Animal Husbandry & Fisheries Department No.571, 4th Floor, Anna Salai, Nandanam Chennai -600 035, on or before 15.00 hours on 26.04.2022. Sealed Covers will be opened on the same day at 15.30 hours, in the presence of the Tenderers or any one of their authorized representative who wish to attend. In the event of the specified date for the submission of Tenders being declared a holiday for the TNFDC Ltd., Other details can be seen in the Tender documents

Table on Details of the Tender

Name of work	Approximate value of work	Earnest Money Deposit	Cost of tender document	Period of completion	Min. Class of Registration
Modernization of Fish Handling Center at Santhome in Chennai District	Rs.15.30 Lakh	Rs.15,500/-	Rs.1000 /- plus GST @ 5% .	3 Months	Class-II

Name and Address : **The Managing Director,**

Tamil Nadu Fisheries Development Corporation Limited,

Integrated Office Complex for Animal Husbandry & Fisheries
Department No.571, 4th Floor, Anna Salai, Nandanam
Chennai -600 035

Email : tnfdcho@gmail.com

i) The Demand Draft should be dated within the period prescribed for the sale of Tender documents. If any one of the above is dated either prior to or after the above mentioned period, they are not valid for issue of the Tender documents.

MINIMUM QUALIFYING CRITERIA

- i. The contractor should have minimum 5 years experience on similar nature of work.
- ii. The contractor shall have executed individual work of similar nature costing more than 50% to the value of contract i.e. Rs.7.50 Lakhs under a single agreement in Government or Quasi Government within a period of preceding 5 year. Proof in support of the criteria details duly signed by the Engineer not below the rank of Executive Engineer should be produced by the tenderer
- iii. The contractor should have a minimum annual turnover of Rs. 93.00 Lakhs in any one of the preceding 5 years. The value of Civil Engineering Contractors amount received in each year in the last five years, available in the ITCC or audited statement of chartered accounts, Electrical tie up, Bid capacity will only be considered to satisfy this criteria.
- iv. The contractor shall have the Technical Assistants to meet the requirement of this contract.
- v. The contractor shall have the minimum tools and plants required for this contract of their own.

Evaluation Criteria

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

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

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

Section - I

TENDER NOTICE

- 1.1 The tenderers or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening of each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. If any of the tenderers or their agents finds it inconvenient to be present at the time, then in such a case, the tender receiving officer will on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.
2. Tenders must be submitted in sealed covers and should be addressed to the Managing Director, TNFDC Ltd., Chennai with the name and address of the tenderer and the name of the work noted on the cover.
 - 2.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a Corporation it shall be signed by a duly authorized officer who shall produce the tender, with satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed to furnish evidence of its corporate existence.
3. Each Tenderer must also send a Certificate of income tax verification from the appropriate income tax authority in the form prescribed therefore. The certificate will be valid for five year from the date of issue, for all tenders submitted during the period.
 - 3.1 In the case of proprietary or partnership firm, it will be necessary to produce the certificate afore mentioned for the proprietor or proprietors and for each of the partners as the case may be.
 - 3.2 If the tenderer is a registered Public Works Department Contractor and if a certificate for the current year had already been produced by him during the calendar year in which the tender is made, it will be sufficient if particulars regarding the previous occasion on which the said certificate was produced, are given.
 - 3.3 All tenders received without a certificate as aforesaid will be summarily rejected.

4. Each tenderer must pay, as earnest money, a sum of **Rs.15,500/- (Rupees fifteen Thousand five hundred only)** in the form a demand draft drawn in favour of the Managing Director, TNFDC Ltd and to be enclosed along with his tender accordingly. The earnest money deposit can also be paid in any other form as may be approved by the State Government from time to time, as per para 155 of T.N.P.W.D.Code. This earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent on rejection of the tender or at the expiration of two months from the date of tender, whichever is earlier. The earnest money will not be received in cash or currency notes by the TNFDC officials.

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

4.2 (i) The tender will remain valid for a period of ninety days from the last date for receipt of tender. The validity period can be extended further, if the contractor gives his consent in writing, specifying the period of extension,

(ii) The tenderer whose tender is under consideration shall attend the Managing Director, TNFDC Ltd Office, before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith, upon and intimation being given to him of acceptance, of his tender by the officer duly authorised in this behalf under article 299 (1) of the constitution, herein after called "the accepting authority" make security deposit of 2% of the value of contract in one of the forms prescribed in Tamilnadu Public Works Account Code (i.e) by taking into account of the amount of earnest money deposit already deposited with the tender, it would be sufficient to pay the balance amount to make up the 2% of the value of contract for the purpose of security deposit. The Security Deposit together with earnest money deposit and the amount withheld according to clause 64-1 of General Conditions to the Contract shall be retained as security for due fulfillment of contract.

(iii) On receipt of written communication of acceptance of tender, if the tenderer fails to pay requisite security deposit within the period specified in the written communication or backs out from the tender or withdraws his tender the earnest money deposit shall be forfeited by the TNFDC Ltd.,

If the contractor fails to carry out the contract, after paying the requisite deposits, then he will be liable for the excess expenditure if any incurred to complete the work as contemplated in the General Conditions to the Contract.

(iv) It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender by the tenderer, there emerges a valid contract between the Managing Director, TNFDC Ltd., and the tenderer for execution of the work without any separate written agreement. Hence, for this purpose, the tender documents i.e. tender notice, tender offered by the contractor, General Conditions to the Contract, special conditions to the contract negotiation correspondences, written communication of acceptance

of tender etc., shall constitute a valid contract and that will be foundation of the rights of both the parties to the contract.

Provided that it shall be open to the accepting authority to insist execution of any written agreement by the tenderer, if administratively considered necessary or expedient

5. The tenderer shall examine clearly the Tamilnadu Building Practice and also the General Conditions to Contract contained therein and sign the divisional office copy of the Tamilnadu Building Practice and its addenda volume in token of such study before submitting his tender unit rates, which shall be for finished work in situ. He shall also carefully study the drawings and additional specifications and all the documents connected with the contract. The Tamilnadu Building Practice and other connected documents with the contract such as specifications, plans descriptive specification sheet regarding materials etc., can be seen at any time between 11 a.m. on office days in the office of the Managing Director, TNFDC Ltd., Chennai.
6. The tenderers' attention is directed to the requirements for materials under the clause "Materials and Workmanship" in the General Conditions to the Contract. Materials conforming to the I.S.I. Standards shall be used on the work and the tenderer shall quote his rates accordingly.
7. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work. They should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries and kilns etc., where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in this tender notice or as required by the site Engineer in any case shall be submitted for the site Engineer approval, before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the Descriptive Specification sheet is of the opinion that materials complying with the standard or other specifications of the cannot be obtained in quality or sufficient quantity from the source defined in the descriptive specification sheet, they shall so state in his tender and state where from the intends to obtain materials, subject to the approval of the Managing Director, TNFDC Ltd.,
- 7.1 The TNFDC Ltd., will not, however after acceptance of contract rate, pay any extra charges for lead or for any other reason in case the contractor is found later on to have mis-judged the materials available. Attention of the contractor is directed to the "General Conditions to the Contract" regarding payment of seigniorage, tolls etc.,
8. The tenderer's personal attention is drawn to the sections and clauses in the General Conditions to the Contract dealing with:
 1. Test, inspection, and rejection of defective materials and work.
 2. Carriage

3. Construction plant
4. Water and lighting
5. Cleaning up during progress and for delivery
6. Accidents
7. Delays
8. Particulars of payment

- 8.1 The contractor should closely peruse all the specification clauses, which govern the rates which they is tendering.
9. A schedule of quantities accompanies with this tender notice. It shall be definitely understood that the TNFDC Ltd., does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Managing Director, TNFDC Ltd, the conditions of contract. The tenderer will, however, base his lumpsum tender on this schedule of quantities. He should quote specific rates for each item in the schedule and the rates should be in rupees. The rates should be written both in words and figures and the units in words.
10. The tenderer should also show the totals of each item and the grand total of the whole contract and quote in the tender, a lumpsum for which he will undertake to do the whole work, subject to the conditions of contract, such lumpsum agreeing with the total amount of schedule A This schedule accompanying the lumpsum tender, shall be written legibly and free from erasures, over writings or conversion of figures. Corrections where unavoidable should be made by crossing out, initialing dating and rewriting.
11. Tenders offering a percentage of deduction from or increase on the estimate amount (except in the case of tender for maintenance and repair work, called for specifically under percentage rate tender system) and those not submitted in proper form or in due time will be rejected.
12. The tenderer should work out his own rates, without reference being made to the Public works Department current scheduled rates or the Public Works Department estimate. However in case of tenders called for under percentage rate tender system, the tenderer should work out his own rate, but quote his percentage rate above or below the total estimated cost of work of the department indicated in the tender schedule.
13. The price at which and the source from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderers must accept the materials at these prices and shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value for these materials, the charge to the contractor will remain as originally entered in the written contract. No centage or incidental charges will be borne by TNFDC Ltd., in connection with this works.
14. The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rate of progress an proportionate value of work done from

time to time as will be indicated by the Managing Director, TNFDC Ltd., Certificates of the Value of work done, will be required. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement(3 months) 1	Percentage of work completed based on contract lumpsum amount 2
1 st month	20%
2 nd month	40 %
3 rd month	40 %

Note:- The periods to be entered in column 1. For the purpose of defining the rate of progress may be fixed by the Managing Director to suit each case.

15. No part of the contract shall be sub-let without written prior permission of the Managing Director, TNFDC Ltd., nor shall transfer be made by power of attorney, authorizing others to receive payment on the contractor's behalf.
16. If, further necessary information is required the Managing Director, TNFDC Ltd., will furnish such, but it must be clearly understood that tenders must be received in order and according to instructions.
17. The Managing Director or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.
18. The tenderers who are themselves not professionally qualified shall undertake to employ qualified technical man at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the department, specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technical men under him, he should see that one of the technically qualified men is always at the site of the work during working hours, personally checking all items of works and paying extra attention to such works as may demand special attention (e.g.) reinforced concrete work etc.,

19.

Value of Contract	Qualification and No. of Technical Assistant to be employed
1.From one lakh to Rs. 5.00 lakhs	1) One Diploma holder in civil engineering (OR) 2) Not less than one retired Junior Engineer
2. From Rs.5 lakhs to 10 lakhs	1) One B.E. (Civil) OR 2) Equivalent degree holder OR 3) Not less than one retired AEE/ ADE. 4) One diploma holder with three years' experience.
3.From Rs.10 lakhs to 25 Lakhs	1) One B.E. (Civil) with 3 years' experience plus One

	diploma holder in civil engg. OR 2) Equivalent degree holder with 3 years' experience plus one diploma holder in civil engg. OR 3) Not less than One retired A.E.E./ A.D.E. plus one diploma holder in civil engg. OR 3) Two diploma holders in civil engg. With 3 and 5 years' experience respectively. 4) BE (Mech) with Refrigeration and A/c
4. From Rs.25 lakhs to 50 Lakhs	1) One B.E. (Civil) with 3 years' experience plus two diploma holder in civil engg. OR 2) One B.E. (Civil) with 3 years' experience plus two retired Junior Engineers. OR 5) Equivalent degree holder with 3 years' experience plus two diploma holders in civil engg or two retired Junior Engineers. OR 4) One retired AEE or ADE Plus tow diploma holders in civil engg. OR 5) One retired AEE or ADE Plus two retired Junior Engineer.
5. Above Rs. 50 Lakhs	To be examined in individual cases depending upon the nature of work and the technical skill involved and defined in the tender notice regarding the No. Of qualified technical personnel to be employed by the contractor.

- (i) Note: (Items 1,2,3,4,5 and 6 should be scored out in case where not applicable to the particular work)
- (ii) Note : A penalty of Rs.2000 per month, for diploma holder and Rs.5000/- per month for degree holder be levied in case of default on the part of contractors in following the norms laid down above .
- (iii) Note : The employment of Technical Assistants could be based only on the value of contract.
- (a) Engineers with mechanical engineering qualification, retired from civil engineering department are also suitable to supervise the civil engineering works, because of their experience in civil engineering field.
- (iv) Note: In case the contractor who is professionally qualified is not in a position to remain always at the site of work and to pay extra attention to such work as may demand special attention he should employ technically qualified man as prescribed above.
- (v) Note: It will not be incumbent on the part of the contract or to employ Technical Assistant/ Assistants when the work is kept in abeyance due to valid reasons and if during such period, in the opinion of the managing Director, the employment of Technical Assistant / Assistants is not required for the due fulfillment of the Contract.

20. A tenderer submitting a quotation which the tender accepting authority considers excessive and / or indicative of the insufficient knowledge of current prices or definite attempt to profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the

controlled price for materials. Price permissible for the tenderer to charge a private purchaser, under the provision of clause 8 of hoarding and profiteering prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

21. The contractor should after employment to ex-toddy tappers as far as possible. The number of ex-toddy toppers 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 number.

Note: This paragraph should be scored out if the cost of the work involved is less than Rs.10,000/-

22. 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 fails to do so, failure will be a breach of the 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 agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act. The contractor shall, during the currency of the contract, ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training /State Apprenticeship Adviser Tamilnadu. The contractor shall train them as required under the Apprentices Act 1961, and the rules made there under and shall be responsible for all obligations of the employer under the said Act including the liability to make payments to the apprentices as required under the said Act

Value of Contract	Category	No. to be appointed
Rs. 1 lakh and upto Rs. 3 lakhs	1. Building Constructor	1
	2. Brick layer	1
Above Rs.3.00 lakhs and upto 10.00 lakhs	1. Building Constructor	1
	2. Brick layer	1
	3. Diploma holder in Civil Engineering	1
Above Rs. 10 lakhs and upto Rs.50.00 lakhs	1. Building Constructor	1
	2. Brick layer	1
	3. B.E. (Civil) or equivalent degree holder	1

22. Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and Training / State Apprenticeship Advisor, a certificate to the effect the "The contractor had discharged his obligation under the said Act, satisfactorily" should be obtained from the Director of Employment and Training/State Apprenticeship Advisor and the same should be produced by the contractor for final payment in the settlement of the contract.
23. In case of contracts for construction of buildings either permanent or semi-permanent buildings, a sum equivalent to 5% of the value of work done will be retained with the TNFDC Ltd., for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done

by the contractor., The amount so retained with the TNFDC will be refunded only on the expiry of two year period referred to above and on execution of Indemnity Bond by the contractor for a further period of three years. The contractor shall be liable to set right all defects arising out his faulty execution or substandard work noticed during the above five year period at his cost.

Signature of Contractor.

Sd/- .Managing Director

SPECIAL CONDITIONS

(Accompanying Tender Notice)

1. Postal Tender:

- 1.1 The contractors may have the option to present the tender directly or to send it by registered post acknowledgement due, on or before the last date for receipt of tenders.
- 1.2 In case of sending tenders by registered post, acknowledgement due, it is the responsibility of the Tenderer himself to dispatch the tender sufficiently early, so as to reach the tender opening authority before the date and time notified in the tender notice for opening of tenders.
- 1.3 No representation appeal of any kind will be allowed against belated receipt of tenders by post beyond the notified date and time or loss in transit etc.

2. Earnest Money Deposit:

- 2.1 The earnest money deposit can also be paid in any form as may be approved by the State Govt, from time to time as per para 155 of TN PWD Code (i.e.,) Deposit at call receipt, Demand Draft of the Nationalized and Scheduled Banks drawn in favour of the Managing Director , TNFDC Ltd, Chennai Demand Draft payable at Chennai Subject to the specific condition that the successful tender should pay the security deposit (including E.M.D.) in the form of small saving scripts /deposits/ accounts duly pledged in favour of Managing Director in lieu of other mode of payment made for E.M.D.
- 2.2 If offering Indira Vikas Patras the contractor should note his name in the back side of the said patras and to furnish a letter stating that he is submitting the IndiarVikasPatras indicating its registration number as E.M.D. to the officer accepting the tender. The Purchase value of such Indira VikasPatras will only be taken for calculation.

Sl. No.	IVP/NSC/ other form Number	Denomination (Purchase value) Rs.	No. of Scrips	Total Amount Rs.
Total				

3. The Tenderer should furnish the following details without any omission:

- 3.1 Consent letter from the Technical Assistant.
- 3.2 The residential / official address of the technical personnel.
- 3.3 The qualification and the year in which the technical personnel passed the required examination (along with attested copy of certificate).
- 3.4 Attested copy of experience certificate of the technical personnel.

TENDER
(for L.S. Contract)

(As amended in G.O.Ms.No.618 PW Dated 30.4.85 and 660 PWD dt.12.10.88)

Date:.....

To

The Managing Director,
Tamil Nadu Fisheries Development Corporation Ltd.,
Chennai-35

Sir,

I/We do hereby submit the tender and, undertake to execute the following works viz. _____

as shown in the drawings and describing in the specifications prescribed by the Managing Director , TNFDC Ltd with such variations by way of alterations or additions to and omission from the said works and method of payment as are provided for in the Conditions of Contract" for a sum of Rupees _____ (Rupees

only) or such other sums as may be arrived at under the clause of the General Conditions to the Contract relating to payment on lump-sum basis or by final measurements at unit prices.

2. I/we have also completed the priced list of items in schedule 'A' annexed (in words and figures) for which I/we agree to execute the work and receive payment on measured quantities as per the General conditions to the contract.
3. I/we do hereby distinctly and expressly declare and acknowledge that, before the submission of my or our tender, I/we have carefully followed the instructions in the tender notice and have read the Tamilnadu Building Practice and the General Conditions to the contract therein and the Tamilnadu Building Practice addenda volume and that I/we have made such examination of the contract documents and of the plans, specifications, quantities and of the location, where the said work is to be done, and such investigation of the work required to be done, and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirement, covenants, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon the TNFDC Ltd., based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, stipulations, restrictions and conditions.
4. I/we enclose an income tax verification certificate -----

I/we being a registered public works Departments contractors -----
I/we have already produced an income tax verification certificate during the current calendar year in respect of -----(here particulars of the previous occasions on which the certificate was produced should be given). The legal address of the contractors for service of all letters and notices will be as follows.
- 5.(1)(a) I/we enclose herewith the patras for the payment of the sum of Rs.-----
as earnest money.

5.(i) (b) I / we have paid Rs.(Rupees _____ only)
 against the E.M.D. of Rs. _____ .since I am / we are _____ and eligible to
 pay the E.M.D at concessional rates.

5.(i) © In lieu of cash deposits, I/we -----have enclosed a -----
 ----- bearing No.-----date-----issued by -----
 for a value of Rs.------(Rupees-----
 only) drawn/endorse/pledged in favour of the managing Director, TNFDC Ltd, Chennai.

5.(i)(d) 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 applications when intimation is sent to me/us of rejection or at the expiration of two months from the date of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the TNFDC Ltd., as security deposit for the due fulfillment of contract. If upon intimation being given to me/us by the authority authorized by the Managing Director, TNFDC Ltd., (hereinafter called " the accepting authority") of acceptance of tender I/we fail to make the additional security deposit, then, I/we agree to the forfeiture of earnest money deposit. Any notice required to be served on me/us hereunder shall be sufficiently 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 served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.
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 Governor of Tamilnadu and the tender documents i.e., tender notice, tender with schedule, General Conditions to the contract and special conditions of the tender, negotiation letter, communication of acceptance of tenders, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clause 5.(iv) of tender notice, provided that, it shall be open to the accepting authority to insist on execution of any written agreement by tenderer, if administratively considered necessary or expedient.
8. I/We have also signed the copy of the Tamilnadu Building Practice and National Building code and addenda volume thereto, maintained in the -----Project Office, 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 a specification number in schedule 'A'
9. In consideration of the payment of Rs.------(Rupees-----
 -----only) or such other sum as may be arrived at under the clause of the General Conditions to the Contract, relating to payment on lump-sum basis or by final measurement at unit prices. I/we agree subject to said conditions to execute and complete the works shown upon the said drawing serially from Number 1 to -----inclusive (schedule) and described in the specification (Schedule C) and to the extent of probable quantities shown in (Schedule A) with such variations 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 "The Managing Director, TNFDC Ltd.," in the said conditions shall mean the Engg. Incharge or Fisheries work officer in charge of the TNFDC having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved herein in favour of the TNFDC Ltd., with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under article 299(1) 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 Public Works Department Code and the site (or premises) is handed over to me/us as provided for in the said conditions and agree to complete the work within **SIX months** from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement "Rate of Progress" subject nevertheless to the provisions for extension of time contained in clause 56 of the General Conditions to the Contract appended to the Tamil Nadu Building Practice.
12. I/We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of the Managing Director, TNFDC Ltd., the security deposited by me/us as herein before recited or 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 the General Conditions to the Contract.
13. I am/We are professionally qualified and my/our qualifications are as follows.
I/We in pursuance of clause 18 of tender notice undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works as may require special attention (e.g.,) reinforced cement concrete

Sl.No.	Name of technical staff	Qualifications	Experience
1.	Proposed to be employed 2.	3.	4
1)			
2)			
3)			

14. I/We agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General Conditions to the Contract shall be the Chief Engineer of the Fishing Harbour Project Circle, Chennai in case the value of claim does not exceed Rs.50,000/- (Rupees Fifty thousand only)

Signature of the Contractor
with date

SCHEDULE - A
SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

- a) The quantities here given are these upon which the lump-sum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions or omissions according to the conditions of the contract as set forth in the General Conditions to the contract of Tamilnadu Building Practice and other conditions or specifications of this Contract.
- b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and he cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary and contingent work connected therewith. The rates quoted are for works in situ and complete the every respect.

Item No.	Probable quantity		Description of Work.	TNBP No.	Rate		Unit both Words and Figures	Amount in Figures Rs. P.
	Figure	Words			Figure Rs. P.	Words		
1.	2.	3.	4.	5.	6.	7.	8.	9.
				Vide Separate Sheet Attached				
z								

SCHEDULE - B
LIST OF DRAWINGS
SUPPLEMENTAL LIST OF WINGS

Note: All drawings to be signed by the As referred to in the specifications contractor as well as the officer including the General, Conditions to the entering in to the contract.

Contract of Tamilnadu Building Practice

Sl. No.	Drawing		Sl. No.	Drawing		Date on which the drawing was supplied
	No.	Description		No.	Description	
1.	2.	3.	4.	5.	6.	7.

Tender Percentage Form

Name of Work :

Estimate value of work put to tender: Rs.

I / We
with tender

offer to execute the above work

Premium of

plus

(on words) Percentage

Minus

(in words) Percentage

Over the departmental estimated value of work indicated above in case of variation in quantity of various terms of work during execution. I/We agree that the amount payable for individual items of work will be as per the departmental unit rated indicated in the tender schedule for the items as varied in accordance with the tender premium and the actual quantity of work done.

Date:

Place:

Signature of Tender.

The tenderers should quote the tender premium alone (i.e.) percentage below / above total estimate. The percentage quoted by the tenderers shall be for two places of decimal only. No alteration which is made by the tenderer in the tender conditions stipulated in the tender notice and tender form, the drawings of specifications accompanying same will be recognized and if any such alternate made, time tender will be avoided

SCHEDULE 'C'

List of specifications for the various items of work supplementing those described in Schedule -A by standard specification numbers.

1. The Contractor shall employ the following technical staff for supervising the work in shall see that one of them in always at site, during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention (e.g.,) reinforced cement concrete work etc.,

Sl.No.	Name of the members of the technical staff to be employed with full address	Qualifications
1.	2.	3.
1)		
2)		
3)		

Note: (i) In case the contractor is himself professionally qualified the above specification should be suitably altered and in cases in which the contractor selectee has not given an undertaking to employ qualified man it should be scored out.

Note: (ii) Additional specifications if any which have to be entered in schedule 'C' should be entered below item (1) above and numbered continuously.

Special Conditions

(i.e., in addition to General Conditions to Contract appended with TNBP)

1. Goods and Service Tax

All rates quoted in the tender shall be inclusive of Goods and Service tax

The contractors should indicate their registration number of Goods and Service Tax.

2. Claims of Contractors on account of losses due to unprecedented floods and other acts of God.

The work in PWD (Building and irrigation) executed by the contractor under the contract shall be maintained at the contractor's risk until the work is takeover by the TNFDC. The contractor shall accordingly arrange his own insurance against fire, flood, volcanic eruption, earth quake other convulsions of nature and all other natural calamities, risk arising out of acts of god, during such period and that the TNFDC Ltd., shall not be liable for any loss or damages occasioned by or arising out of any such acts of god.

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

3. Standard Specifications :

For detailed description of various items of work to be executed in addition to the brief description given in the schedule and for the rights and obligations of the contractors etc., the attention of the contractors is invited in Tamil Nadu Building Practice which should be followed in all respects both in letter and spirit. The materials used, the Workmanship, the mode of execution of the work etc., should conform to relevant specification of TNBP or Indian Standard Specifications as may be specified.

4. Safety Code :

The Safety measures and all amenities for the labours shall be made by the contractor at his cost as indicated on the safety code vide appendix to General Conditions to Contract and clause, 34, 35 and 42-1 to 42-6 of General Conditions to Contract.

5. Recovery of dues under Revenue Recovery Act.

Whenever any amount has to be paid by the contractor in view of determination of the contract by virtue of clause 57[4] or any amount that may be due or become due from the contractor under these presents and the contractor is not responding to the demands for the payment of the said amount then the TNFDC Ltd., shall be entitled to recover the said amount under the provision of the Revenue Recovery Act.

6. Reinforced Cement Contract works :

6.1. Payments for centering works for all R.C.C. items shall be made only after concrete is laid, even though separate rate is called for, for centering work in the schedule.

6.2. Concrete for R.C.C. Works :

All cement concrete for R.C. works shall be machine mixed and vibrated.

7. Employment of technical assistant :

a) For more than one work :

One technical assistant be employed by the contractor for more than one work situated within one kilometer. Provided that monetary limit prescribed for the nature of technical staff to be employed is adhered to by one and the same contractor :

b) Movement register :

A movement register may be maintained for technical assistant employed by the contractor, if the contractor has agreed to such employment or for the technically qualified contractor. The technical assistant or technically qualified contractor may note their arrival and departure timings everyday in that register along with their initials. Such register should be produced during inspection.

c) Other engineering qualification :

The contractors who possess a degree in mechanical or chemical engineering may also have to appoint technical assistants as in the case of registered contractors with degree in electrical engineering, when they are entrusted with civil work by the department.

8. Ban on Employment of child labour :

The contractor shall not employ the labour below the age of 16 years and shall note that he must offer employment to Ex-Servicemen, Ex-toddy tappers. Unemployed agricultural labourers. And Burma, Malaya and Ceylon repatriates as far as possible.

9. Hold fasts :

Iron hold fasts shall be fixed in the walls at the time of construction with cement concrete 1:3:6 using 20mm gauge broken granite stone jelly for proper anchorage and binding. No separate rate for such pockets of concrete filling at hold fasts points will be allowed, and this will be measured and masonry along with adjacent masonry.

10. Wood :

Teak Wood shall be best Indian teak Wood only shall be subject to inspection and approved by the Executive Engineer before use on the work, Country-wood where specified shall be Karumarudhu / Pillaimarudhu / Kongu. Venteak for scantling and ManjaiKadambu, Iyini, for planks, as may be specified and approved by the Executive Engineer.

11. Beams :

In the case of Tee Beams and EII Beams, the quantity given in the schedule is the quantity of rib portion only.

12. Plastering Corners :

All corners shall be finished sharp using C.M. 1:3 not exceeding 7.50 cm width on each side of the corner. So also the edges of beams, ledges of doors and window openings, soffits, shall be finished sharp using rich mortar and finished truly vertical or horizontal as the case may be. The unit rate quoted by the contractor for plastering shall include the cost of finishing as above and no separate claim for extra rate will be entertained. However, the cement utilized for the work will be taken into consideration in the adequacy statement for issue of departmental cement to the contractor.

13. Works in different floors :

In separate is not called for, for execution of similar items of work in different floors, then, the single rate Quoted will alone be entertained uniformly for execution of such items of work in different floors. No claim for extra rate will be entertained under any circumstances.

14. Employment of qualified plumber:

The Contractor should employ qualified plumber in the execution of sanitary and water supply works.

15. Earth work :

15.1 Each and every borrow pit will be individually marked either by the section officers or by the Sub Divisional Officers/ Project Officers and in urgent cases, by the work inspectors incharge of the works, subject to the approval of the Section Officer. Earth should be removed only from the places marked and to the depth ordered by the above officers.

15.2 The Contractor should not put borrow pits for removal of earth in a haphazard fashion and they should only be put in the place and in such a manner, as may be directed by the officers in charge of the work. If any such unauthorized pits are put in the contractor will have to fill up the pits at his own cost.

15.3 A deduction of 20% and 10% will be made in the quantity of earth work measured for thandus and muttus respectively and the amount on account of this deduction will be paid after satisfactory removal of thandus and muttus. If thandus and muttus are not removed within a month from the date of check measurement by the Project Officers within the period fixed at the discretion of the TNFDC Ltd., the 20% and 10% deduction be final and will not be revoked.

15.4 The Contractor shall arrange for sectioning of the bank immediately after the work on each reach is completed. The final sectioning must be completed within 15days, after the completion of the work in the entire reach.

15.5 While comparing the quantities for measurement in borrow area and formed, where special consolidation is done using mechanical roller or hand or power roller and increase of 15% (Fifteen percent) of the finished quantity may be added and the final quantity arrived at as indicated below.

- (1) The quantity as per borrow pit measurement.
- (2) The quantity of earth work as per levels (i.e) after consolidation with 15% allowance for consolidation.

The lesser of the above two shall be taken as final quantity of earth work done for the purpose of payment

16. Forming of bunds and embankments

16.1 Payment for earth work for forming bund and embankment, will be made excluding the quantity of pebbles, boulders and other such materials which shall not be used along with the earth work for formation of bund.

17. Hard rock requiring blasting:

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

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

NOTE

- i) 40% deduction for voids. Shall be adopted for compact and proper stacking but such percentage shall be increased loose (or) improper stacks.
- ii) The blasted rock material, stacked, measured and paid for shall become the property of the TNFDC Ltd.,

- iii) I.S.CodeNo.1200(Part,I) 1969 method of measurement of buildings and Civil Engineering work, part I 'Earth Work" may be referred as and when necessary.

18. Deduction of Tax at sourced from payments to contractors (SEC.194C)

18.1 Consideration in excess of Rs.20,000/- is subject to Tax deduction:

18.2 No tax is to be deducted at source in respect of a Contract, the consideration for which does not exceed Rs.20,000/-. Where payments are made under several contracts during a financial year and the consideration for any individual contract does not exceed Rs.20,000, no deduction is required to be made under this section though the total payment exceeds Rs.20,000/-.

18.3 Rate of tax deduction – during the financial year

In respect of payments to Contractors/Sub-contractors.

Payments to a Contractor (being a Company) 2%

Payments to a Contractor (being a person other than a company) 2%

Signature of the Contractor.

Additional Special Conditions vide Govt. Lr. No.2168/Y2/95 – 4/ dated 19/09/1995 PWD and

C.E. (GL.) Memo No.CTO/A/470/08.10.1996

AMENDMENT TO GENERAL CONDITIONS OF CONTRACT.

In the said Preliminary specifications after Clause. 56 the following Clauses shall be insert namely.

56.4. In where the TNFDC Ltd., under the terms of Contract with the Contractor or liable to supply any materials, articles or things to the contractor for the performance by him of his part of the contract. The Managing Director, TNFDC Ltd., may at his absolute discretion extend the time within which such materials, articles or thins may be supplied by the Govt. and the Govt may supply to the contractor without any liability on their part of compensate the contractor by reason of the extension of time for the supply of the materials, articles or things.

56.5 In cases where the Govt. under the terms of contract are liable to supply any materials articles or things to the contractor for the performance by him or his part of the contract and the Govt. for any reason are unable to supply such materials, articles or things either within the time specified in the contract or within the time extended under clauses 56.4 the TNFDC Ltd., may at his discretion or at the request of the contractor determine the whole or any part of the contract which cannot be performed by the reason of the failure to supply such materials, articles or things and the contractor shall not be entitled to claim any damages or compensations in respect such determination. The Contractor, shall however, be paid the value of the work already done by him and the cost of the materials articles or things if any collected by him up to the date of such determination and left unused on the work spot which shall be taken over by the TNFDC Ltd., either at the contract rates or at values deduced from the through rates included I n the contract. When the contract is determined at the discretion of the TNFDC Ltd., he shall give notice in writing to the contractor and the decision of the TNFDC Ltd., to determine the contract shall be final and binding on the contractor.

EXPANATION

The expression ‘ through rates’ means the rate for the finished items of work or the all in rates i.e to say the rates for finished items of works inclusive of the cost of materials and labour.

56.6 If at any time after the acceptance of tender the Govt. shall, for any reason what so ever not required the whole or any part of the works to be carries out, the Managing Director, TNFDC Ltd., shall give notice in writing of the fact to the x; who shall have no claims to any compensation or other payments whatsoever on account of profit or advantage he might have derived from the execution of the work in full but which he did not in consequences of the termination of the works. He shall be paid at contract rates for the works executed by him including any additional works such as cleaning of site etc. that may be rendered necessary by such terminations. He also be allowed a reasonable payment as directed by the authority next higher in rank to the authority which accepted the tender, for any expense incurred by him on account of labour and materials, articles or things collected, but which could not be utilized on the works as verified by the TNFDC Ltd., such decisions shall be final and binding on both the parties and shall not be subject to arbitration.

CONTRACT APPENDED WITH TNSS

1. E.M.D

- i) The acceptance of EMD in various approved from duly pledged in favour of Managing Director, TNFDC Ltd., concerned is subject to the specific condition that the successful tender should pay the security deposit of 2% of value of contract (including EMD) , in the form of DD or Bank Guarantee of lieu of other made of payment made for EMD.
- ii) The additional security deposit may have to be paid by the successful tenderer, it called for.
- iii) If the IndraVikasPatra had been enclosed as EMD the details of the IndraVikasPatra(such as number, date of purchase name of post office, purchase value) should be noted in tender schedule itself by the tenderer.

2. GST

All the rates quoted in the tender shall be inclusive of Goods and Services Tax

Explanation:-

For the purpose of this section “civil works contract”, means civil works of construction of new building, including any lining tiling, painting or decorating which is an inherent part of the new construction, but shall not include any repair, maintenance, imprudence or up gradation of such civil works by means of fixing and laying of all kinds of floor lies, mosaic tiles slabs, stones, marbles, glazed tiles, painting, polishing, partition, wall paneling, interior decoration, falls ceiling, carpeting and extra fittings or any manner of improvement on any manner of improvement on existing structure.

3. Claims of Contractors on account of losses due to unprecedented floods and other acts of Goods:

The work executed by the contractor under the contract shall be maintained all the contractors risk until the work is taken over by the Managing Director, TNFDC Ltd., The TNFDC Ltd., shall not be liable to pay any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earth quake, other conclusions of nature and all other natural calamities, risks, arising of acts of God during such period a that the option whether to take insurance coverage or not to cover such risks is left to the contractor.

4. Standard Specifications:

For detailed description of various items of work to be executed in addition to the brief description given in the schedule and for the rights and obligations of the contractor etc the attention the contractors is invited to Tamilnadu Standard Specification. Tamilnadu Building Practice which should be followed in all respects both in letter and sprit. The materials used for the workman ship the made of execution of the work etc., should continue to relevant specification of TNSS/TNBP or National Buildings code or Indian standard Specifications as may be specified.

5. Safety Code:

The safety measures and all amenities for the labours shall be made by the contractor at his cost as indicated on the safety code vide appendix to General conditions to contract and clause 34,35 and 42-1 to 42-6 of General conditions to contract.

6. Recovery of Dues, under Revenue Recovery Act.

Any amount fallen due from the contractor on account of his contract even after recovering from the bills for this work and any other contract awarded to the contractor then the amount is liable to be recovered under the provisions of Revenue Recovery Act

SPECIAL CONDITIONS

CENTERING:

Mango planks shall not be used for centering of RCC works under any circumstance centering and form shall be provided to the extent and area ordered by the TNFDC Ltd., during the execution. If wooden centering is used, the junction of two planks shall be provided with G.I sheet of approved thickness and width.

The R.T.S/Mild steel sections such as rods etc, used on the work shall be measured based on the standard section weights and dimensions per unit, length as per the latest position of the IS land book of Structure Engineers.

Casurina posts shall be used for strutting for plain surfaces of all R.C.C works

CEMENT & STEEL

GENERAL

Cement shall conform to clause 4 of I.s 456 – 1978 for the purpose of specification. Cement used shall be any of the following with the prior approval of the TNFDC Ltd.,

1. Ordinary or low heats Portland cement conforming to L.S.269- 1976 (I.S. Specification , ordinary and low heats Portland cement third revision)
2. Portland Pozzaolona cement conform to ISI489 -1976

The provisions of this paragraph apply to cement for use in cast – in place concrete required under these specifications. Portland cement required for items such as concrete pipes, precast concrete structural members and other pre cast concrete products for grout and mortar and of other items is provided for in the applicable paragraphs of these specifications covering the items for which such Portland cement is required. The contractor shall make his own agreements for the procurement of cement and steel in the open market to the required specification and required quantity for the works. Transportation from the place of manufacture to the sites shall be in weather tight equipment trucks, conveyors and other means which will protect the cement completely from exposure to moisture. Immediately upon receipt the job site, bulk cement bagged cement shall be a stored in dry weather tight properly ventilated stores shed. The store sheds shall be emptied and cleaned by the contractor when so directed by the TNFDC Ltd., However, the intervals between required cleaning will normally be not less than 6 months. Each shipment of bagged cements shall be stored separately so that it may readily be distinguished from other shipment and shall be stored in a dry enclosed area protected from moisture. Storage of materials shall be as described in IS 4082 -1977 to prevent undue aging at bagged cement after deliver. The Contractor shall use bags of cement in the chronological order in the job site. All storage facilities shall be subject to approval of the TNFDC Ltd., and shall be constructed to provided easy access for inspection and identification.

The contractor shall make his own arrangements to the steel and cement as to whether they confirm to IS Specifications and produce test certificate to the Field Engineers. The test may be conducted at own, in the Government Laboratory or Laboratory approved by the Govt.,

The quantity of materials supplied by the contractor the works will be confirmed by the periodical test by the Department in the Government Laboratory or Laboratory approved by the Govt.,

B. Acceptance of Cement

The contractor, according to clause 10.1 will supply Tested cement confirming to I.S 269-19

C. Recovery of cost of cement in wasted concrete etc.

The cost of cement used in wasted concrete in replacement of damaged or defective concert extra concrete required as a result of over excavation and in concrete placed by the contractor in excavations internationally performed to facilities the contractors operations shall that borne by the contractor himself. No extra payment will be made to contractor for such additional quantity.

REINFORCEMENT

a) GENERAL

The contractor shall furnish cut bent and place steel reinforcement including rods of mild steel and for steel as indicated in Drawings as directed by the Departmental Engineers. All steel used for reinforcement shall be clean free from oil, grease, paints, dust, mortar, scales, kink rusts or any rolling defects or bents or other than those required as per Drawings or direction of the TNFDC Ltd.,

Mild steel high tensile steel bars and hard drawn steel wire confirming in IS 432-1960 as re from time to time.

- (i) Structural steel sections confirming to IS 228-1995 as revised from time to time.
- (ii) Cold twisted steel bars complying with the required size as confirming to IS 1786-1966 as amended from time to time.
Binding wire used shall be of for annealed steel of 18SWC and shall have an ultimate steel of not less than 5600 kg/sq.cm and an yield point or less than 3850 k.g/sq.cm.

8.Special conditions for earth work excavation in hard rock requiring blasting.

A. The blasted rock shall compactly stocked for measurement. The net quantity of blasted shall be arrived at by allowing a decoction of 40-% for voids and compared with the premeasured quantity and only the lesser of the two shall be paid.

B. Where the rock other than hard rock and hard rock are mixed upon ground the two kinds rocks shall be strafed separately for measurement/ The net measurement of the two kind rock shall be arrived by applying 40% deduction of voids, the total of the net measurement. Kinds of rock shall be compared with the pre measurement quantity and only the lesser of the two shall be paid for. If the total of net measurement of the two

kinds of rock exceeds or falls short of the measurements of mixture. The volume of mixture proposed to be paid shall be apportioned in preparation of the net actual measurements of stocks for the two kinds of rocks.

C. Noted: i) 40% deduction for voids shall be adopted for compact and proper stacking but such percentage of deduction shall be increased for less or improper stocks.
 ii) The blasted rock material stacked measured and paid for shall become the property of the TNFDC Ltd.,
 iii) I.S case No. 12100 (part-1) 1969 method of measurement of buildings and civil Engineering of work part – 1 “Earth Work” may be referred as and when necessary/

9. Each and every borrow pit will be individually market either by the Section officer or by the Sub divisional officer and in urgent case by the Ministries in charge of the works subject to the approval the section officer earth should be removed only from the places marked and to the depth, by the orders the above officers.
9. No borrow pit should be less than 0.50M in depth of gap of meter. Should be allowed between anuy to constructive bits. The length and depth of the bits should be decided to suit the requires of the earth work for strengthening the bank in the reach opposite to the respective bits. When the pit excavated from more than 3 months in width, diagonal, than as should be provided.
10. The contractor should not put borrow bits, for removal of earth in haphazard fashion and they should only be put in the place and in such manner, as may be directed unauthorized pits are put in the contractor will have to fill up the pits at his own cost.
11. The contractor should not enter any private land for removal of earth from there without the proper written consent of the landowner. If he does so unauthorized the contractor will be held fully responsible for any consequences arising therefore
12. A deduction of 20% and 10% will be made in the quantity of earthwork measurement for thandus and muttus respectively and the amount of the account of this deduction will be paid after satisfactory removed of thandus and muttus. If the thandddus and muttus are not removed with in a month from the date of check measurement by the TNFDC Ltd., within the period of fixed at the discretion of the Junior Engineer, 20% and 10% deduction will be find and will not be revoked.
13. The contractor shall arrange for sectioning of the bund immediately for the work in each reach is completed. The final sectioning must be completed with in fifteen days after the completion of the work in the entire reach.
14.
 - i) Measurement off borrow pits should be recorded.
 - ii) In case where borrow pit measurements cannot be recorded in view of the fact that the earth to be conveyed is in the form of amount or it is already excavated and dumped earth the measurements of earth conveyed actually by each lorry delivered

at the work site should be recorded and check measured for use on the work and total quantity received.

- iii) In case the earth is to be deposited to fill up in pond or low lying areas spot levels of the site proposed for filling should be taken before starting the filling work and final level should be taken after completion of the filling work and quantity of earth deposited arrived at before payment. In case the earth conveyed is for forming on embankment, or strengthening of repairs to an embankment the pre levels and final levels in the case of repairs and strengthening of the embankment and final measurement, in the case of new embankments should be taken and quantity of earth actually used arrived at an.
- iv) On the basis of the measurements recorded as stated above the quantity of earth arrive in each case has to be compared and least of the quantity should be taken as the final quantity of earth work done for purpose of payment to contractors.
- v) While comparing the quantities for measurements in borrow areas and found, where special consolidation is done using mechanical roller or hand or power roller on increase upto 15 (fifteen percent) of the finished quantity arrived at indicate below.
 - a) The quantities as per borrow pit measurement.
 - b) The quantity of earthwork as per levels after consolidation with 15% allowance for consolidation.
 - c) The least of the above two shall be taken as final quantity of each work done for the purpose of payment.

15. Employment of Technical Assistant.

A) For more than one work

One Technical Assistant be employed by the contractor for more than one works situated within one kilometer, provided that monetary limit prescribed for the nature of technical staff to be employed is adhered to by one and the same contractor.

B) Movement Register:

A movement register may be maintained for Technical Assistant employed by the contractor if the contractor has agreed to such employment or for the technically qualified contractor. The technical Assistant or technically qualified contractor may be noted their arrival and departure timings everyday in that register along with their initials such register should be produced during inspection.

C) During the period of abeyance of work

It will not incumbent on the part of the contractor to employ technical assistant/ Assistant when the work is kept in abeyance due to valid reasons and if during such period in the opinion of the TNFDC Ltd., The employment of technical Assistant/ Assistant is/ are not required for the due fulfillment of the contract.

D) Other Engineering Qualification:

The contractors who possess a Degree in mechanical or Chemical Engineering may also have to appoint technical assistant as in the case of registered contractors with Degree in Electrical Engineering when they are entrusted with civil works by the department.

16. If the night works is required to fulfill the agreed rates of progress, all arrangements shall be made by the contractors, including lighting, without any claim for extra rate.
17. The contractor shall not employ the labour below the age of 16 years and shall note that he must offer employment of Ex-servicemen, Ex-today shoppers, unemployed agricultural Labour from Burma, Malaysia and Ceylon as far as possible.
18. Payment will be made on detailed measurements. Any of the item in the schedule may be omitted or altered radically. No variation in the rate shall become payable to the contractor on account of such omission or variation in quantities.
19. An amount of 2% of the value of work including cost of materials will be deducted from the contractor bill at the time of payment towards income tax.
20. The contractor should make his own arrangements for the conveyance of materials to the work site from the store specified.
21. The shed for storing materials should be put up by the contractor at his own cost.
22. The contractor will be held responsible for the proper and safe custody of all the TNFDC Ltd., materials, which it handed over of the contractor until they are used on the work or taken over by the TNFDC Ltd.,
23. The Managing Director, TNFDC Ltd., will be entitled to carryout any portion of the work at any time either departmentally or through any other agency in the interest of TNFDC Ltd., work without assigning any reasons to the contractor who is actually doing the work. The contractor is not entitled for any compensation on account of the same. The contract will be only subject to this condition.
24. Tenders with tampered seals will not be accepted.
25. Tenders in which the rates are not written in words is liable to be rejected. In case of any discrepancy while expression rates in words, the rate whichever is advantageous to TNFDC till only be taken into account.
26. Tenders containing over writings and corrections, which are not attested by the tenderer, will be liable fore rejection.
27. Tenders without furnishing EMD will be summarily rejected.
28. The Tenderers shall fill column 7 also in the tender schedule (ie., The amount column)
29. Sufficient labours as may be required by the TNFDC Ltd., shall be employed on the work so as to increases the progress of work.

30. No additional work shall be executed without prior approval of the competent authority.
31. The contractor shall prepare a PERT chart for works costing more than Rs.5.00 Lakhs and produce the same before starting the work.
32. The rates specified in the schedule for the different items of works are for the finished work only.
33. Earth work and masonry work should be started simultaneously if so required by the TNFDC Ltd.,
34. The revetment should be built-up to a uniform depth as vide by the TNFDC Ltd., Each stone should round to the full depth of the revetment.
35. Departmental machineries if possible will be supplied to the contractor and the hire charges will be recovered at the rates which will be fixed then and there for the machines from the contractor.
36. In the event of the work being transferred to any other Office, the Executive Engineer, who is in charge of Office having jurisdiction over the work shall be competent to exercise all powers and privileges reserved in favour of the TNFDC Ltd.,.
37. An amount of 2% of the value of work towards the income tax and the surcharge 15% on income tax will be deducted from the Contractor's bill.
38. The contractors should indicate their registration number under Tamil Nadu General Sale tax Act and produce S.T clearance certificate (Vide C.E. (GL) Lr.No.CTO.A1/168056-84 dated 01.07.1998).
39. 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 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 EMD furnished.
(vide G.O Ms. No.M.M(epiy)555, dated E.I.C/PWD/WRO & CE (GL) Chennai Circular No. D.O (A)/65964/99-1 dt.02.12.1999)

40. PAYMENT TERMS FOR SUPPLY, INSTALLATION AND COMMISSIONING OF COLD STORAGE:

- a. 40% of the total value of contract upon the supply & installation machineries to site against relevant documents

b. 35% of payment would be made after completion of machineries installation works and trial run.

c. 15% of payment on satisfactory completion of works and on successful commissioning of the plant and machineries with 100% production output

d. 10% of payment completion of 1 year from the date of commissioning i.e., after defects liability period

EMPLOYMENT OF TECHNICAL ASSISTANT

We will employ THIRU. as Technical Assistant to this work. He will always be at the site of work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention E.G. Reinforced concrete works etc.

Dated Signature of the Tenderer / Contractor

ARBITRATION

The Arbitrator for fulfilling the duties sent forth in the arbitration clause of the General/conditions to the contract shall be.

1. The Chief Engineer of Fishing Harbour Project Circle, Department of Fisheries, Nandanam, Chennai - 35.

Dated Signature of the Tenderer / Contractor.

MODERNIZATION OF FISH HANDLING CENTER IN SANTHOME, CHENNAI

SCHEDULE

E.M.D. Amount:Rs.15,500/- DD infavour of the Managing Director, TNFDC Ltd., Chennai-35

Tender Date:26.04.2022

SI No	Quantity	Description	Rate	Unit	Amount (Rs.)
1	4 m ³ (Four cubic meters)	Dismantling removing and carefully stacking RCC complete complying with standard specification and as directed by the departmental officers		1 m ³ (One cubic metre)	
2	300 m ² (Three hundrend square meters)	Dismantling removing and carefully stacking Pressed Tiles and Weathering Course complete complying with standard specification and as directed by the departmental officers		1 m ³ (One cubic metre)	
3	3 m ³ (Three cubic meters)	Reinforced cement concrete 1:2:4, using 20 mm gauge HBG stone jelly including cost and conveyance of all materials to site excluding centering strutting and cost of reinforcement grill in position but including laying curing etc., complete.		1 m ³ (One cubic metre)	
4	23 m ² (Tweenty three square meters)	Flooring with 20mm thick Kota stone slabs using cement mortar 1:3, 25mm thick over existing cement concrete bed or top of roof laid to line and level and jointed with cement slurry mixed with pigment to match the shade of the slab, , including cost of materials, labour, curing, polishing complete as per specifications.		1 m ² (One square metre)	
5	24 m ² (Tweenty four square meters)	Finishing the flooring with Granolythic floor finish 1:2:4 using 10-12mm gauge HBG stone jelly, 25 mm thick including curing etc., complete		1 m ² (One square metre)	
6	307 m ² (Three hundrend and seven square meters)	Finishing the top of the roof one course of machine pressed tiles of size 20x20x2cm of approved quality laid in layer of cement mortar 1:3 (one cement and three sand) mixed with 2% of water proofing compound etc., complete.		1 m ² (One square metre)	

7		COLD STORAGE -10 MT		
	1 set (One Numbers)	<p>1. Cold room outer size (ft) - 15'x16' x 11' (WxDxH)</p> <p>2. product to be preserved - Seafood</p> <p>3.Safety Alarm - Visual and Audible Alarm as per ISO 27000</p> <p>4.Lighting - LED Bulkhead Light</p> <p>5.Pressure Relief valve - Required</p> <p>6. Product Storage-10 MT</p> <p>7.Packing type- Perforated Plastic Crates / Box</p> <p>8.Cold Room Temperature - 4 C to 6 C</p> <p>9. pull down time - 12 h</p> <p>10. Electric Panel Board & Sensors:-</p> <p>i.Thermostat arrangement should be provided in the unit for Temperature control in the conditioned space.</p> <p>ii. Minimum of 5-6 Temperature Sensors should be placed at different locations in the cold room.</p> <p>iii. Pressure and Temperature sensors at the inlet and outlet of the compressor and condenser</p> <p>iv. Electric Panel Board with MCB, Relay and Digital Energy meter should be installed at the plant.</p> <p>v. Electric Cabling should be carried out as per the site requirement.</p> <p>Panel for Cold Room:-</p> <p>11. Panel Material & Construction- Prefabricated sandwich panels made of Flame retardant Polyisocyanurate (PIR) or Polyurethane foam (PUF) with cam lock 7 Rubber Gasket between panels, panels with grooves to increase the strength. Wall, ceiling & floor all get together by the mentioned arrangements.</p> <p>12. Panel Thickness - Minimum 80 mm</p> <p>13. Panel Surface Material - 80 mm Coated GI sheet sandwiched with flame retardant PIR /PUF</p> <p>14.Floor Panels- 80mm PIR / PUF panels with Tar Sheet for Flooring</p> <p>15.Door - Sliding / Hinged Doors insulated with 80 mm PIR</p> <p>16. Air curtain for door opening - Mechanized air Curtain & Plastic Strtip Curtain</p> <p>Refrigeration system:-</p> <p>17. Cooling capacity - 12 kW each</p> <p>18. Refrigeration System - Air Cooled split Type</p> <p>19.Refrigerant - R404a</p> <p>20. No of Refrigeration- 02 Nos.(including a Standby unit)</p> <p>21.Evaporator Coil -Copper / Aluminium Coil fitted with fins of desired geometry</p> <p>22.Compressor - Hermetically Sealed Scroll type /Danfoss/ Copeland / Emerson / Blitzer or any Standard Make</p> <p>23. Condenser Coil - Air Cooled Type with Copper Coils and Aluminium Fins</p> <p>24. Maximum Ambient - 50 C</p> <p>25.Power Supply- 3 Phase, 440V, 50 Hz</p>		1 No (Each)
		Sub Total Rs		
		Provision for GST @ 12%		
		Grand Total Rs		

