



HINDU RELIGIOUS & CHARITABLE ENDOWMENT DEPARTMENT

TENDER SCHEDULE

Name of work : PROVIDING CUTSTONE FLOORING
AROUND THE FIRST PRAHARAM IN
ARULMIGU SESHAPURISWARAR
TEMPLE AT THIRUPAMPURAM,
KUDAVASAL TALUK, THIRUVARUR
DISTRICT.

Date of Tender : 12.05.2022

E. M. D. : Rs. 37,865/-

ANEXURE
(TO BE FILLED BY THE CONTRACTOR)

- 1** Name of Tenderer :
- 2** Name of Work :
- 3** Date of Tender :
- a)** In Person :
- b)** By registered post :
- 4** Total value of tender :
- 5** Details about E.M.D. enclosed for :
this tender and its validity.
- 6** Registered class of the tenderer :
with monetary limit and
Department in which registered
(Certified copy of the
registration should be attached)
- 7** Recent works executed details :
about name and place of work,
Agt. No and value of works etc.,
should be given.
- 8** Works under execution details
about name and place of work
Agt. No. & value of works etc.,
should be furnished.
- 9** Command of labour in brief.
- 10** Turnover of previous years :
(Particulars for a period of three
consecutive years are to be
furnished)
- 11** Whether current Income Tax :
clearance certificate is enclosed?
If not, when it will be produced?
- 12** Whether current sales tax
clearance certificate is enclosed?
If Not, when it will be produced?
- 13** Sales tax Registration No

CONTRACTOR

Executive Officer,

APPENDICES

Appendix - I Tender Notice

(As amended in G.O. Ms. No. 618/P.W. dated 30.4.1985)

1. **On** behalf of the Arulmigu Seshsapuriswarar Temple At Thirupampuram, Kudavasal Taluk, Thiruvarur District. Tenders will be received by the Executive Officer, HR&CE Department, Arulmigu Seshsapuriswarar Temple his office at Thirupampuram **up to** 12.00 Noon on 12.05.2022 for the work of : Providing Cutstone Flooring Around The First Praharam.

E.M.D. Rs. Rs. 37,865/-

- 1.1. The Tenders should be in the prescribed, form obtainable from the Executive Officer, Arulmigu Seshsapuriswarar Temple At Thirupampuram, Kudavasal Taluk, Thiruvarur District. The Tenders will be opened **on 12.05.2022 at 12.00 pm** by the Executive Officer, Arulmigu Seshsapuriswarar Temple At Thirupampuram at the place and on the date aforementioned.
- 1.2. The Tenderers or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will, on opening each tender, prepare a statement of the attested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderer. If any of the tenderers or their agents finds it inconvenient to be present at the time, then in such a case the tender receiving officer will on opening the tender in the absence of tenderers 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 shall be addressed on the Executive Officer, Arulmigu Seshsapuriswarar Temple At Thirupampuram.
The name of the tenderer and the name of the work are 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 authorised officer who shall produce with his tender, Satisfactory evidence of his authorisation, such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.
- 2.2. Each tenderer must also send a certificate of Income-tax verification from the appropriate Income-tax authority in the form prescribed therefore. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.

CONTRACTOR

Executive Officer,

- 3.1. In case of proprietor or partnership firm it will be necessary to produce the certificate for mentioned for the proprietary or properties and for each of the partners as the case may be.
- 3.2. If the tenderer is registered as a SSI Unit in Government and if a certificate for the current year had already 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 certificate as aforementioned will be summarily rejected.
4. Each tenderer must pay as Earnest Money, a sum of **Rs.37,685/-** into the Branch of State Bank of India or any other nationalized bank within the jurisdiction of the **Executive Officer, HR&CE, Arulmigu Seshsapuriswarar Temple At Thirupampuram** and enclosed with his tender the chalan endorsed accordingly. Earnest money will be refunded to the unsuccessful, tenderer on application, after intimation is sent of rejection of the tender whichever is earlier.
 - 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.
5. 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.
 - 5.1. The rates noted in the tender will not be final and further negotiation of the tenderer rates will be entertained. 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(I) of the constitution. Hereinafter called the accepting authority take 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.

CONTRACTOR

Executive Officer,

- 5.2. The Security deposit together with earnest money deposit and the amount with held according to clause 64-1 of general conditions to the contract shall be retained as security for due fulfillment of contract. If a cash security deposit by the contractor he shall follow the procedure laid down in the proceeding paragraph for payment of earnest money deposit and such deposit shall not bear any interest.
- 5.3. On receipt of written communication of acceptance of tender if the tenderer fails to pay the requisite security deposit within the period specified in the written communication or backs out from the tender or with-drawn his tender, the earnest money deposit shall be forfeited to the Government.
- 5.4. If the contractor fails to carryout the contract after paying the requisite deposit, then he will be liable for the excess expenditure if any incurred to complete the works as contemplated in the general conditions to the contract.
- 5.5. It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender from the accepting authority, there emerges a valid contract between the Executive Officer and the tenderer for execution of the work without any separate written agreement. Hence for the purpose the tender documents i.e. tender notice tender offered by the contractor, general conditions to the contract, negotiation, correspondences, written communication of acceptance of 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 of expedient.
6. The tenderer shall examine clearly the Tamilnadu building practice and also the general conditions to contract contained therein and sign the Temple 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 drawing 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 10:00 A.M. and 5:45 PM. on office of the Executive Officer, Arulmigu **Seshapuriswarar Temple At Thirupampuram**

A copy of the set of contract documents can also be had on payment of
Rs.16,800/-

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Executive Officer,

7. The tenderer attention is directed to adhere 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.
8. The Government 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 misjudged the materials available. Attention to the contractor is directed to the general conditions to contract regarding payment of seigniorage, tolls etc.
9. The tenderers particular attention is drawn to the sections and clauses in the General conditions to contract dealing with.
 1. Test, Inspection and rejection of defective materials and work.
 2. Garage.
 3. Construction plant.
 4. Water & lighting
 5. Clearing up during progress and for delivery.
 6. Accidents
 7. Delays.
 8. Particulars of payment
- 9.1. The contractor should closely peruse all the specification clauses, which govern the rates, which he is tendering.
10. A schedule of quantity accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omission, deductions, or additions at the discretion of the **Executive Officer**. Executive Officer, Arulmigu Seshapuriswarar Temple At Thirupampuram. has set forth in the conditions of contract. The tenderer will, however quote this lump sum tender on this schedule of quantities. He should quote specific rates of each item in the schedule and the rates should be in Rupees and in sum of five paise. The rates should be written both in words and figures and the units in words.
- 10.i. The tenderer should also show the totals of each items and the grand total of the whole contract and quote in the tender a lump sum. For which will be undertaken 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 erasers overwriting of conversion figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting.

CONTRACTOR

Executive Officer,

11. Tenderer offering a percentage deduction from or increase on the estimate amount and these not submitted in proper form or in due time will be rejected. Rates or lump sum amount for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form in the conditions of contract, the drawings, specification quantities accompanying same will be recognized and if any such alterations are made the tender will be a void.
12. The tenderer should work out own his rates without reference being made to HR&CE Department estimates which are not open for inspection by the tenderer.
13. The tenderer must accept the materials at these prices and shall quote their price for finished work accordingly. Not with standing any subsequent Change in the market value for these materials, the change to contract. No centage or incidental charges will be borne by Government in connection with this supply.
14. The attention of the tenderer 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 rates of progress and proportionate value of work done from time to time as will be indicated by the Executive officer certificate of the value of work done will be required. Date of commencement of this program will be the date on which the site (or premises) is handed over to the contractor.

The contractor has to maintain the Percentage of work specified below.

If the contractor fails to keep the rate of progress as stipulated, Penalty will be imposed on the contractor for his slow progress with reference to clauses from 55 to 57 to general conditions of contract in T.N.B.P. Vol. II

Period after date of Commencement	Percentage of work to be completed (based on contract Lump sum amount)
Upto the end of First Month	15% (Ten Percent Only)
Upto the end of Second Month	15% (Ten Percent Only)
Upto the end of Third Month	15% (Ten Percent Only)
Upto the end of Fourth Month	15% (Ten Percent Only)
Upto the end of Fifth Month	20% (Ten Percent Only)
Upto the end of Sixth Month	20% (Ten Percent Only)

Work should be completed fully at end of 6th month

NOTE: The periods to be entered in column for the purpose of defining the rate of progress may be fixed by the Executive Officer to suit each case.

CONTRACTOR

Executive Officer,

15. No part of the contract shall be sub-let without written permission of the Executive Officer nor shall transfer be made by power of attorney authorising others to receive payment on the contractor's behalf.
16. If further necessary information is required the Executive Officer will furnish such information but it must be clearly understood that tenders must be received in order and according to instructions.
17. The Commissioner 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 them selves not professionally qualified shall undertake to employ qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the department specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technical men under him, he should see that one of the technically qualified men is always at the site of the work during working hours personally checking all items of works, and paying extra attention to such works as may demand special attention (e.g.) reinforced concrete works etc.
(In format below entered incorporate the latest forms fixed by Government for the Employment of Technical Assistant from time to time and penalty for non-employment of such Technical Assistant, etc.,)

Value of contract	Qualification and No. of Technical Assistant to be employed
1.Upto Rs.1.00 Lakh	No Technical Assistant need be employed. However if the officer, who accepts the tender, considers that the nature of work requires a Technical Assistant conditions may be stipulated in the tender while that i) One Diploma holder in Civil Engineering (or) ii) a retired J.E. may be employed.
2. Rs.1.00 lakh to Rs.5.00 lakhs	i) One Diploma holder in Civil Engineering (or) ii) not less than, one retired Junior Engineer
3. Rs.5.00 lakh to Rs.10.00 lakhs	i) One B.E. (Civil) (or) ii) equivalent degree holder (or) iii) not less than one retired Sub-Divisional officer (AEE or ADE) (or) iv) one diploma holder with 3 years experience.

CONTRACTOR

Executive Officer,

Value of contract	Qualification and No. of Technical Assistant to be employed
4. Rs.10.00 lakh to Rs.25.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) One Diploma Holder in Civil Engineering (or) ii) Equivalent degree holder with 3 years experience (+) One Diploma Holder in Civil Engineering (or) iii) Not less than One retired AEE / ADE (+) One Diploma Holder in Civil Engineering (or) iv) Two Diploma Holders in Civil Engineering with 3 and 5 years experience respectively.
5. Rs.25.00 lakh to Rs.50.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) Two Diploma Holder in Civil Engineering (or) ii) One B.E. (Civil) with 3 years experience (+) Two retired Junior Engineers (or) iii) Equivalent degree holder with 3 years experience (+) Two Diploma Holder in Civil Engineering / Two retired Junior Engineers (or) iv) One retired AEE or ADE (+) Two Diploma Holders in Civil Engineering (or) v) One retired AEE or ADE (+) Two retired Junior Engineers.
6. Above Rs.50.00 lakhs	(i) Three B.E. (Civil) with 3 years experience (+) (ii) Two Diploma Holder in Civil Engineering

Note: 1. Item 1,2,3,4,5 or 6 should be scored out in case where not applicable to the particular work.

Note: 2. A penalty of Rs.2000/- per month, for diploma holder and Rs.5000/- per month for degree holder levied in case of default on the part of contractors, in following the norms laid down above.

Note: 3. The employment of Technical Assistant could be based only on the value of contract.

CONTRACTOR

Executive Officer,

Note: 4. Engineers with Mechanical Engineering qualification and retired from Civil Engineering Department are also suitable to supervise the civil Engineering works because of their experience in Civil Engineering field.

Note: 5. In case the contractor who is professionally qualified is not in a possession to remain always at the site of work and to pay extra attention to such work as may demand special attention (eg. RCC. Work etc.) He should employ technically qualified man as prescribed above.

19. A tenderer submitting a quotation which the tender accepting authority considers excessive and or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will tender 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 change a prevent purchased of under the provision of clause 8 of hearing and profiteering prevention ordinance 1943 as amended from time to time and in similar principles in regard to labour and supervision in the construction.

20. The contractor should offer employment to ex-toddy tappers as far as possible. The number of ex-toddy tappers to whom he can see after employment should be mentioned in the tender and he should undertake in the contract 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.10000/-.

21. The contractor shall comply with provisions of the apprentices' act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of contract and the competent authority may at his discretion, cancel the contract of invoice any of the penalties for the breach of contract provided in the conditions of contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act. Contractor shall, during the currency of the contract ensure engagement of the apprentices in the categories mentioned below who may be assigned by the Director Employment and Training/State apprenticeship advisor, 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.

22. The contractor should employ I.T.I. Trained mason for every ten masons or part thereof. In the case of non-availability of I.T.I. Trained masons, the contractor should obtain the prior approval of the Executive Officer concerned before proceeding with the contract with the other kinds of masons.

CONTRACTOR

Executive Officer,

APPENDIX II (A) TENDER

DATE :

To

Sir,

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

as shown in the drawings and described in the specifications prescribed in the office of the Executive Officer, Arulmigu with such variations by way of alterations

(or) additions to and omissions from the said works and method of payment are as provided for in the conditions of contract for the sum of Rupees (to be entered in words and figures)

Or such other sum as may be arrived at under the clause of the General conditions to contract, relating to and payment on lump sum basis or by final measurements at unit prices.

2. I/We have also completed the price list of items in schedule 'A' annexed (in words and figures) for which I/We agree to execute the work and receive the 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 Tamil Nadu Building Practice and the General Conditions to the contract therein and the Tamil Nadu Building Practice Addenda volume 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 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 the same and the requirement convenient, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not here after make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on my or our part of the said requirements convenient stipulations, restrictions and conditions.

CONTRACTOR

Executive Officer,

4. I/We enclose an income tax verification certificate.

I/We being a registered Public Works Department contractor.

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 contractor for service of all letters and notices will be as follows:)

5.i.a I/We enclose herewith the chalans for the payment of the sum of Rupees (to be entered in words and figures) as earnest money not to bear interest.

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

5.i.c In lieu of cash deposits, I/We have enclosed a _____ bearing No. _____ issued for value of Rs. _____ (Rupees _____ only) drawn/endorsed/pledged in favour of the Executive Officer, Arulmigu

, _____

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 rejections or at the expiration of ninety days from the date of this tender, whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the Government as security Deposit for the due fulfillment of contract. If upon intimations being given to me/us by the authority authorised by the Governor under Article 299 (i) of the constitutions (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 here under shall be sufficiently served on me/us. If delivered to me/us personally or forwarded to me/us by post to (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 time when in due course of post, it would be delivered at the address as 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 Executive Officer and in the tender documents i.e tender notice, tender with schedules general conditions to the contract and special conditions of the tender, negotiation letter, communication of acceptance of tender, shall constitute, the contract for this purpose and be the foundation of rights of both the parties, as defined in clause 4 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.

CONTRACTOR

Executive Officer,

8. I/We have also signed the copy of the Tamilnadu building practice and National Building code and addenda volume there to, maintained in the Temple 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 Rupees or such other sum as may be arrived at under the clause of the general conditions to the contract, relating to payment on lumpsum 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 conditions drawing serially from Number 1st inclusive (Schedule B) and described in the specification (Schedule C) and to the extend of probable quantities shown in schedule, 'A' with such variations by way of alterations or additions to or deductions from the said works and method of payment therefore as are provided for in the said conditions.
10. The term Executive Officer in the said conditions shall the HR&CE Officer incharge of the Temple having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges receive here in favour of Government with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary one who has been during authorised 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 TNPWD Code and the site is handed over to me as provided for in the agreement, said conditions and agree to complete the work with in 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 Tamilnadu Building Practice.
12. I/We agree that upon the terms and conditions of contract being fulfilled and performed to the satisfaction of the Executive Officer the security deposited by me/us herein before received of such portion of as I/We may be entitled to under the said conditions be paid back to me/us 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 the 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).

CONTRACTOR

Executive Officer,

Name of Technical staff proposed to be employed (1)	Qualification (2)	Experience (3)
1.		
2.		
3.		

14. I/we agree that the Arbitrator for fulfilling the duties set forth in the arbitration clause of the General Condition to contract shall be
- The Joint Commissioner Nagapattinam in case the value of claim is upto Rs.50000/- and
 - I/We that in case, the value of claim is Rs.50000/- and above, the remedy will be through the competent Civil Court only.
15. On behalf of the Arulmigu _____ and as duly authorised by the Commissioner the above tender for a value of Rs. _____ (Rupees _____ only) is accepted on this day of _____ 20

Contractor Signature and
Designation

Executive Officer,HR&CE,

Signature of witness in full
address with Name in Block letters.

16. "On evaluation of Tender 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.

CONTRACTOR

Executive Officer,

Annexure to Tender Notice

Schedule 'A'

Schedule of Rates and Approximate Quantities:-

a) The quantities hereby given those upon which the lumpsum tender cost of the work is based but they are subject to alternations 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 of the 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 (notwithstanding any custom or practice to the contrary) according to the actual quantities when, in place and finished according to the drawing or as may be ordered from time to time by the Executive Officer and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary and contingent works connected therewith. The rates quoted are for works in site and complete in every respect.

Item No.	Probable Quantity Figures	Descrip- tion of Work	T.N.B.P. No.	Unit in Words Rs. P.	Rate in		Amount in Figures Rs. P.
					Figures	Words	
1.	2.	3.	4.	5.	6.	7.	8.
(Vide separate sheet enclosed)							

Date

Signature of the Contractor

The second sub division of this column (i.e) column is for entering description of units in words such as numbers cubic metre Kg.etc.

Schedule 'A'

Name of work : PROVIDING CUTSTONE FLOORING AROUND THE FIRST PRAHARAM IN ARULMIGU SESHAPURISWARAR TEMPLE AT THIRUPAMPURAM, KUDAVASAL(TK), THIRUVARUR(DT).

Item No.	Probable Quantity Figures	Description of Work	T.N.B.P. No.	Unit in Words Rs. P.	Rate in		Amount in Figures Rs. P.
					Figures	Words	
1.	2.	3.	4.	5.	6.	7.	8.
1	1433.00	Dismantling the terracing work in floor. Sor 16-Pg.no21.	23&24 VI (s2) VII 9,10	Cum			
2	38.00	Earthwork excavation for foundation in all soils except hard rock requiring blasting to a full depth with an initial lead of 10m and lift of 2m in hard stiff clay, stiff black cotton, hard red earth mixed with small size boulders etc., complete. Upto 2m in depth	23&24 VI (s2) VII 9,10	Cum			
3	230.00	Supplying and Filling in foundation and basement with M-Sand sand in layers of 150mm thickness well watered rammed and consolidated complying with relevant standard specification.	23&24 VI (s2) VII 9,10	Cum			
4	14.80	Plain Cement Concrete 1:4:8 (One Cement Four sand Eight aggregates) using 40mm gauge HBG jelly inclusive of shoring strutting and baling out water where ever necessary ramming curing etc., complete in respects complying with relevant standard specification and as directed by the Department Officers.	28 V, VI (s2) V, VI (S5A) VII	Cum			

5	Brick work in CM 1:6 using country brick of size 83/4"x41/4"x2 1/4" including cost and conveyance of all materials and labour charges and all other incidental charges etc complete complying with standard specification.						
	11.60	In Basement	31& similla r V,VI (S4)VII	Cum			
6	1385.00	Flooring with cut stone slab of size 600mmX600mm and not less than 100mm top surface three line dressed and Pointing with Lime Mortar 1:1:5 etc., Complete	46J V,VI (S5A)V II	Sqm			
7	126.00	Plastering with Lime Mortar 1:5, 12mm thick including cost and conveyance of all materials and all labour charges, curing etc, complete complying with standard specifications.	46J V,VI (S5A)V II	Sqm			

CONTRACTOR

Executive Officer,

ADD NEW CONDITIONS FOR GOODS AND SERVICES TAX (GST)

The Government of India has notified vide Notification No.20/2017-Central Tax (Rate), dated 22nd August, 2017 and Notification 21 No.24/2017- Central Tax (Rate), dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) at 18% [CGST at 9% + SGST at 9%] is liveable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.

And the GST amount will be calculated at 18 % from the sum of total tendered value quoted by the tenderer for construction cost (excluding GST) specified in the BOQ, Subject to GST rate applicable from time to time as recommended by the GST Council.

“ All duties, taxes, and other levies except GST, payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder”.

INPUT TAX CREDIT (ITC)

a) As per Notification 202, dated. 29.06.2017 and as per sub- section (2) of Section (7) of the Tamil Nadu Goods and Services Act, 2017, (Tamil Nadu Act 19 of 2017), activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service.

b) As per Chapter IX (Section 41) of the Tamil Nadu Goods and Services Act, 2017, every registered persons may be entitled to take the credit of eligible input tax, as self- assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit ledger.

c) As per PWD Revised SOR (2017-2018), dated.21.10.2017, under General Note, 8 (ix), the Contractor is eligible to get refund of excess tax paid over or liable to pay tax for this Contract Work.

GENERAL

The GST rate and conditions applicable from time to time as recommended by GST Council.

PAYMENT

a) For every Bill, 18% of GST will be paid to the contractor based on the value of work done for Construction by the Employer. After the payment including 18% of GST, the tenderer should pay the GST Amount to Government through his GST Registration No. Also the tenderer needs to submit the Material purchase bill mentioning the name of the works in the package and GST No. to the Employer.

b) First Bill Payment:

At the time of payment for first running account bill, the tenderer should produce the GST paid details on goods (Materials) to the Employer for ITC.”

c) Intermediate Bill Payment:

At the time of payment for next running account bills, the tenderer should produce the GST paid details of services up to previous bill payment (i.e. GST paid detail for the previous work bill) along with Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer.”

d) Final Bill Payment:

The tenderer should produce the GST paid details for all the materials used for construction work and GST paid details of services for the upto previous payment (i.e. GST paid detail for the upto previous work bill) to the Employer along with Input Tax Credit (ITC) availed at the time of payment of final bill to the employer.

e) Submission of GST paid details of Final Bill

The GST paid details for the final work bill payment of construction work to be submitted by the tenderer to the employer in few days after getting payment.

The GST rate and conditions applicable from time to time as recommended by GST Council.

Contractor.

Executive Officer.

ADDITIONAL SPECIAL CONDITION

If the bid of the successful bidder is seriously unbalanced in relation to the departmental value put to tender of the cost of work to be performed under the contract the Executive Engineer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities to demonstrate the internal consistence of these prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Executive Engineer, may require that any amount of the performance of additional security be increased of the expense of the successful bidder to a level sufficient to protect the Government against financial loss in the event of default of the successful bidder under the contract.

Contractor.

Executive Officer.

FOR SPECIAL ATTENTION OF THE TENDERER

1. Proof of registration in PWD as a contractor shall be attached with the tender.
2. SARAL form shall be enclosed with the tender or the tender in which the SARAL form for the current year was submitted to this office should be specified.
3. TIN Registration Number should be furnished and Sales Tax clearance certificate should also be produced before finalization of contract
4. Earnest Money Deposit will be accepted in the shape of challan, Deposit at call receipt, Demand Draft of the Nationalized and Scheduled Banks drawn in the name of Executive Engineer concerned and National savings script / Deposit Accounts of Postal Department pledged in favour of the Executive Engineer concerned, Indravikas patra are acceptable. The tenderer should write in the back of Indravikas patra his name and address. He should also give an undertaking to the Executive Engineer in writing that the Indravikas patras bearing relevant register number are submitted as Earnest Money Deposit, No other mode of payment will be accepted.
5. The successful tenderer should convert the Earnest Money Deposit, already deposited in the form of Demand Draft and additional security deposit if any required for the fulfillment of contract into National Savings Certificates / Deposit Accounts pledged in favour of the Executive Engineer concerned.
6. The 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 of PERT CHART : The PERT CHART should conform to the departmental time schedule for the completion of work furnished in the tender notice. If the PERT CHART is not received within a week from the date of communication, his tender will not be considered.
7. The tender documents will be issued only to the contractors registered in the PWD in the appropriate class.
8. A deduction of 2% each towards Income Tax and Sales Tax will be made from every payment to be made to the contractor
9. On evaluation of tender if it found that 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 amount at 2% of the estimated value. If the tender **less exceeds 15% to 20%** the contractor shall pay an additional deposit of **50% of difference** between the quoted amount and estimated amount.

Contractor.

SPECIAL INSTRUCTIONS TO THE TENDERER

1. The tenderer should carefully go through the tender schedule and qu items.
2. The rates should be filled in neatly both in figures and w to account to metric units specified in the tender. Scri and erasing should be avoided as far as possible
3. The tender should be submitted along with a covering details as called for in the tender notice together with t registering them into the appropriate class.
4. In case the tenderers who are eligible for concessiona Deposit, they should furnish the reference number and d concession was granted to them. A copy of the aforesaid enclosed along with the tender for ready reference.
5. The following particulars shall also be furnished by the contractor a
 - a. List of details of works executed by the contractor with their value.
 - b. A list of details of works under execution by the contractor w their value
 - c. Annual turnover of the last one year (necessary certificate to effect, issued by the respective bank, shall be attached)
6. List of various machineries and other equipments at the for use in execution of the work, should be furnished
7. The tender form should be filled in while submitting the tender. tender submitted without filling up the tender form is liable to be rejected
8. The tender must be submitted in the sealed foolscap cover duly sig by the contractor in all pages.
9. Tender with tempered seals will not be accepted.
10. Tenders in which the rates are not written in words will genera be rejected. In case of any discrepancy while expressing rates in wo the rate whichever is advantageous to Government will only be tal into account. Tenders containing overwritten corrections which are attested by the tenders will be liable for rejection.
11. The tenderer who have downloaded the tender documents shall be sol responsible for checking there websites, for any addendum amendment issued subsequently to the tender documents and take i

II TENDER

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

III EXECUTION OF WORK

1. The entire work should be carried out as per specifications of National Buildings code and Tamil Nadu Building Practice
2. The contractor shall make his own arrangements for clean water and shall meet all charges therefore. The special at the contractor is drawn to clause 36 of General Contract regarding water and lighting
3. The rates specified in schedule for the different items of work for the finished works
4. The contractor's rates are inclusive of Sales Tax payable by the contractor to Government as per the Tamil Nadu General Sales Tax act of 1939 as amended from time to time. No enhancement will be paid to the contractor for any upward revision of rates during the currency of the contract.
5. All minor baling and pumping incidental of the work shall be done by the contractor. Where heavy pumping is required to be done will be done departmentally. If the contractor is asked to do heavy pumping charges will be paid as per actual plus 10%. The Executive Engineer in-charge of the work will be the final authority to decide whether pumping is minor or heavy
6. The payment for Earth work will be made for embankment excluding the quantity of pebbles, boulders and other such materials which shall not normally be used along with the earth for formation of bund.
7. The cement concrete for reinforced cement concrete work shall be machine mixed
8. The lime mortar shall be ground in mortar mill as per T.N.B.P.
9. More than 90 cm height of concrete should not be laid in one place where the concrete is stopped, it should end in the

- PLASTERING: All external corners "TEE" beam edges and doors and windows opening etc., shall be
12. finished truly vertical or horizontal as the case may be. The rate for plastering shall include the cost of finishing. No separate extra for finishing the corners edges of beams etc., will be paid.

- The planks for form work and centering for reinforced cement concrete works shall be well seasoned timber approved by the Executive Engineer according to clause 8 of T.N.B.P. No.30. They must be made smooth and perfectly level at top so as to give smooth and even finish to the reinforced cement
13. concrete ceilings. Alternatively, the contractor may use steel sheets over wooden frames provided the required finish to the underside for the slab is obtained. Mango Planks shall not be used under any circumstances. Centering and form works shall be provided to the extent and areas ordered by the Executive Engineer during the execution.

14. The arrangements of steel rods for reinforcement for reinforced concrete works shall be in accordance with the working drawing supplied.

- The Executive Engineer will be at liberty to carry out any portion of the work at any time either departmentally or through any other agency in the
15. interest of Government without assigning any reasons therefore 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 apply subject to this condition.

- In the event of the work being transferred to any of the Circle/ Division / Sub-division the Superintending Engineer / Executive Engineer/ Assistant Executive
16. Engineer who is in-charge of the Circle / Division / Sub-division having jurisdiction over the work shall

18. a.The contractor should locate pits for earth where the open places away from the old pits.
b.No excavation shall be made inside of the tank bund nearer to the toe of the slope than twice the height of the bund at the point not on the outside of the tank bund than three times in the height of the bund, unless specifically approved by the Executive Engineer
19. The contractor should not enter any private lands for removal of earth there from without the prior written consent of the landowners If he does unauthorisidely, the contractor alone will be held fully responsible for consequences arising there from.
20. No borrow pit should be less than 45 cm deep gap of 90 cm should be allowed between any two consecutive pits. When the pits are excavated for more than 2m in width longitudinal thandus should be provided.
21. The contractor should not put in borrow pits for removal of earth on a haphazard / fashion and they should be put in the place are in such a manner as may be directed by the officers in charge of the work. If any such unauthorized pits are put, the contractor will have to fill up the pits at his own cost.
22. 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 sub-divisional officer or Executive Engineer or within the period fixed at the discretion of the Executive Engineer, the 20% and 10% deductions will be final and will not be revoked
23. The contractor shall arrange for sectioning of the bank immediately after the work in each reach is completed. The final sectioning must be completed within 15 days after the completion of the work in the entire reach.
24. Payment for earthwork for New Banks
Payment for earthwork for New Banks will be made as

GENERAL CONDITIONS OF CONTRACT

A. PREFACE

1. Intent and reference to Tamilnadu Building Practice.

It is intended by these Tamilnadu Practice to describe;

a) the Character of the materials to be used.

b) The method of execution of work and

c) the contractor's responsibilities to the Public, Government and his general contract conditions which are to be accepted by every contractor who entrusted to him by the Department.

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

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

2. Applicability of the Tamilnadu Building Practice

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

2.2. THESE GENERAL CONDITIONS OF CONTRACT SHALL APPLY TO ALL CONTRACTS OF AGREEMENT ENTERED INTO BY CONTRACTORS WITH THE PUBLIC WORKS DEPARTMENT OR HIGHWAYS AND RURAL WORKS DEPARTMENT AND SHALL BE AN inseparable condition of contract and it shall not be necessary to append a copy of this agreement.

3. Contractor's to sign in the Divisional (or the sub-Divisional) Office of the T.N.B.P.

3.1 Every contractor who executes work for the Public Works Department or the Rural Works Department shall carefully study the specification for all items of work included in the schedule for work to be done and his obligation under the "General contract" which apply to all agreements, and he shall sign in the Divisional Office of the T.N.B.P. (or the Sub-Divisional Office copy if so arranged by the Executive Engineer) as evidence that he understands clearly the conditions of contract governing his work and accepts the same.

3.2. It shall not be necessary for the contractors to sign the Divisional Office copy for every contract awarded to him, but his signature therein will be evidence that

the case may be, in which will be entered all sanctioned corrections and additions. be studied and signed by every contractor before executing an agreement. Interleaved slips will not be made for this purpose. The contractor should purchase copy of the T.N.B.P. for his reference while executing work.

4. Sub - Specifications

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

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

5.1. Additions and alterations to the T.N.B.P. will be incorporated in the addendum sheets authorized by the Chief Engineer.

6. Power of Superintending Engineer and Executive Engineers to supplement the T.N.B.P.

6.1 Superintending Engineer and Executive Engineer may alter the specifications for a particular contract which is within their respective powers of sanction, when such alteration is found necessary by attachment of a correction sheet to the contract form, bearing the specification number, the corrections and the signature of the Superintending Engineer or the Executive Engineer as the case may be, together with the signature of the contractor. Similar alterations to specifications for items for which there are no standard specifications will be made by addendum to the contract documents of addendum specifications sheets bearing the signature of the Superintending Engineer or the Executive Engineer as the case may be and the signature of the contractor.

A-1. DEFINITIONS AND INTERPRETATIONS

7. Definition of terms

7.1. Where the works and expressions defined in this clause or pronouns used in the contract documents (which includes the T.N.B.P.) they shall have the meanings assigned to them except where the context otherwise requires:-

a) Executive Engineer means the Executive Engineer for the time being in charge of the concerned work under execution or such other departmental assistants or subordinates as the Executive Engineer may have delegated certain duties, acting severally with reference to the particular duty entrusted to them.

b) No delegation by Executive Engineer who is in charge of the work under reference to the agreements.

It is however, to be distinctly understood that the Executive Engineer or the Superintending Engineer or the higher authority who is vested with the powers of sanctioning the particular agreement under reference will make no delegation of powers to subordinates.

d) “Works or work means” the works by or by virtue of the contractor executed whether temporary or permanent and whether original, altered substituted connected with the supply repairs or carriage of tools and plant and supply or man stores.

7.2. Works importing the singular only also include the plural and vice - versa w requires.

NOTE: The terms sub-divisional officer, Assistant Executive Engineer, Exec superintending Engineer and Chief Engineer, used in the following clauses context so requires. be construed as also including officers of the correspond Highways and Rural Works Department.

8. Evidence of Experience

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

9. Legal address / Notices

9.1 Tenderers should given in their tender their place of residence and post delivering at the above named place or posting in a post box regularly mainta Office Department or sending by letter registered for acknowledgment of any other communication to the contractor shall be deemed sufficient service t contractor in writing as may be changed at any time by an instrument executed b and delivered to the Executive Engineer.

9.2 Nothing contained in the agreement and its contract conditions shall be deem render inoperative the service of any notice, letter or other communications upo personally.

B. STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE-A

10.1 The quantities mentioned in tender notices and in agreement schedule - A from the relevant drawing in office may or may not be the actual required for Execution. The Executive Engineer does not expressly or by implication agre amount of work to be done will correspond therewith but reserves the righ decrease the quantity of any class or portion of the work as he deems necess

10.2 Tenderers must satisfy themselves by a personal examination of the site o work, by examination of the plans and specifications and by other means as they accuracy and sufficiency of the statement of quantities and all conditions affecti shall not at any time after the submission of their tender, dispute or complain of s

12. To compare tenters

12.1 The quantities in schedule - A are given for a uniform comparison of lump-sum

C.DRAWINGS AND SPECIFICATIONS

13. Purpose

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

14. Conformance

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

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

14.3 It shall be the responsibility of the contractor to give timely notice to the Executive Engineer of anything shown on the drawings and not mentioned in the specifications or of any error or discrepancy in the specifications and not shown in the drawings or any error or discrepancy between the drawings and specifications and obtain his orders thereon. Figure dimensions are to be taken from the drawings and not obtained from scaling the drawings. In any discrepancy between drawings and specifications, the latter shall prevail. In any such cases or in case any feature of the work is not fully set forth, in the drawings and specifications, the contractor shall forth with apply to the Executive Engineer for such further instructions, drawings or specifications as he may require. It is understood that the subject to be dealt with under the building procedure of best method shall be decided by the Executive Engineer. The Executive Engineer will furnish the further instructions, drawings or specifications as required in his opinion, they are required by competent workmen, for the proper execution of the work.

15. Variations by way of modifications, omissions or additions

15.1 For all modification, omissions from or additions to the drawings and specifications, the Executive Engineer will issue revised plans, or written instructions or both and no variation, omissions or additions shall be made unless so authorised and directed by the Executive Engineer.

16. Copies of drawing and specifications

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

17. Signed drawing no authority to the contractor

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

D. MATERIALS AND WORKMANSHIP

18. To be the best quality

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

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

19. convention for proportions

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

For example,

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

1:2:4 Means 1 Lime (or cement in accordance with the content) 2 sand 4 broken stone or aggregate in accordance with the content.)

20 Measurement and mixing

20.1 In the case of loose materials such as lime sand, cement, broken stone, surki, etc.,

21. Data

21.1. The materials and labour utilized in the execution of work by the contractor shall not be less than that given in the Tamilnadu PWD., Standard Data for the relevant item.

NOTE: In case the contractor considers that the materials and labour provided in the Standard data for the execution of particular items of work are in excess, the contractor shall furnish detailed data for such items along with tender with reasons for variation from the Standard Data.

22. Layout of Materials stacks

22.1. The contractor shall deposit materials for the purpose of the work on such place or ground as may be approved by the executive Engineer. He shall submit for the approval of the Executive Engineer before starting work, a detailed site survey clearly indicating the areas where materials shall be stacked and sheds built.

23. Source of purchase of materials and stores.

23.1. The Executive Engineer shall, during the progress of the work, have power to authorize the contractor to purchase and use such materials or supplies from Government brick kilns or other sources as may be specified in the contract for the purpose therein specified.

24. Contractor liable for materials supplied by Government.

24.1. The contractor shall be responsible for all materials and other articles and things supplied by Government from the time he takes delivery thereof and shall use them for the purposes of this contract and shall make good any loss, damage wastage or undue wear and tear that may take place from whatever cause and pay to Government for such loss, damage, wastage or undue wear and tear such sum as the Executive Engineer may determine.

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

24.3. For any excess issue of cement beyond the allowable limit of 5 percent over the requirement of cement recovery shall be made at double the issue rate from contractor.

25. Test inspection and rejection of defective materials and work

25.1. The contractor shall provide proper facilities at all items for the testing of materials and inspection of the work by the Executive Engineer, and the Executive Engineer shall also have access at all times to the places of storage or manufacture where materials are used.

25.3. The Executive Engineer shall have power to reject at any stage, any work which he considers to be defective in quality of material or workmanship and he shall not be bound by rejecting wrought materials by reasons of his having previously passed them in good condition. Any portion of the work or materials rejected or pronounced to be in bad condition in accordance with the drawing and specifications, shall be taken down and removed from the site at the contractor's expense, within 24 hours after written instructions to that effect are given by the Executive Engineer. Replacement shall at once be made in accordance with the specifications and drawings at the contractor's expense.

25.4. In case of default on the part of the contractor to carry out such orders, the Executive Engineer shall have power to employ and pay other persons to carry out the work. The contractor shall bear the contract's risk and all expenses consequent thereon incidental thereto shall be borne by the contractor.

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

25.6. works opened for inspection:- The contractor shall, at the request of the Executive Engineer, within such items as the Executive Engineer shall name, open for inspection any work and should the contractor refuse or neglect to comply with such a request the Executive Engineer may employ other workmen to open up the same. If the said work has been opened up in contravention of the Executive Engineer's instructions or if on being opened up, it is found to be in accordance with drawings and specifications or the written instructions of the Executive Engineer, the expenses of opening it and covering it up again whether done by the contractor or by other work men, shall be borne by or recovered from the contractor. If the work has not been opened up in contravention of such instructions or if on being opened up it be found to be in accordance with the drawings and specifications or the written instructions of the Executive Engineer, the expenses aforesaid shall be borne by Government and shall be added to the cost of the work provided always that in the case of foundations, or any other urgent work so ordered, requiring immediate attention the Executive Engineer shall, within reasonable time after receipt of notice from the contractor that the work has been opened, make or cause to be made, there of to be made, and at the expiration of such time if such inspection shall not be made, the contractor may cover up the same, and shall not be required to open up for inspection except at the expense of Government.

26. Defects, shrinkages, etc., after completion

26.1 Any defects, shrinkage or other faults which may appear within six months after the completion of the works arising, in the opinion of the Executive Engineer from fault in material or workmanship not in accordance with the drawings and specifications or the instructions of the Executive Engineer shall, upon the directions in writing of the Executive Engineer, be amended and made good by the contractor within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost, unless the Executive Engineer shall decide that the contractor though

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

27. Executive Engineer's Decision

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

28. Dismissal of Workmen

28.1. The contractor shall employ in and about the execution of the works only such ~~careful, skilled and experienced in~~ their several trades and callings and the Executive Engineer shall be at liberty to object to and request the contractor to remove from the works any workman employed by the contractor in or about the execution of the works who in the opinion of the Executive Engineer misconducts himself or is incompetent or negligent in the performance of his duties and such persons shall not be again employed upon the works without the sanction of the Executive Engineer.

D.1. GENERAL OBLIGATIONS

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

29.1. The contractor shall in his own absence keep constantly on the works a competent ~~or agent and any direction or explanations given by the Executive engineer or his~~ representative to such maistri or agent shall be held to have been given to the contractor.

29.2. The contractor shall further provide all staff which is necessary for the proper execution and measurement of the work to ensure full compliance with the terms of the contract.

30. Government maestri or agents

30.1. The Government may be represented on the work by an agent clerk of the works ~~who is not borne on the Official list or officers~~ and subordinates of the P.W.D. of the Rural works Department. He (if appointed) shall, in the absence of the Executive Engineer, furnish the contractor with the Executive Engineer's or his representative's instructions as to the progress and execution of the works and the contractor shall duly follow such instructions and direction and shall on the written requisition of the maistri or agent, stay the further progress of any portion of the works which in his judgment is constructed with unsound or improper material or workmanship, until the sanction of the determination of the Executive engineer shall be obtained thereon, but such

E. INCLUDED IN CONTRACT RATES

31. Defining contract schedule rates.

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

32. Carriage.

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

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

NOTE: 1. In the case of important leads and lift as may occur in river conservancy works where lifts over flood banks and long leads may be involved, it is usual to include in the schedule item provision with a specification defining the exact work to be done for which a rate.

NOTE: 1. Payment for carriage will ordinarily be by bulk or weight at a rate between different places and on the basis of the method adopted in the standard schedule of rates for the materials. The distances will be measured by the nearest practicable and cheapest route by metalled or unmetalled road or cart tract.

32.3. When carts or vehicles of any sort are engaged by the day, the quantity of work to be conveyed, the distance to be traveled and the number of trips to be made shall, if not necessary be fixed by the Executive Engineer.

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

32.5. No payment shall, in any case, be made for the return trips with carts empty or for the return trip the agreement rates should allow for the reduced rates for each set of materials so conveyed.

33. Construction Plant

33.1. The contractor shall include in his tendered price and shall provide and insure

improve their character, and the contractor shall comply with such orders, but the Executive Engineer to demand such increase of efficiency or improvement shall not release the contractor from his obligation to secure the quality of work and the rate of progress under the contract and the contractor alone shall be responsible for the efficiency and safety of appliances and methods.

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

34. Scaffolding instructions

34. All requisite scaffolding shall be provided at the contractor's expense and shall be erected in a manner approved by the Executive Engineer. It must have two sets of upright supports. Care must be taken to ensure the safety of the workmen and the contractor must comply with such instructions as the Executive Engineer may issue to ensure such safety. The contractor will be entirely responsible for any damage to persons or property resulting from ill erected scaffolding, defective ladders or other appliances arising out of his default in this respect. The contractor's attention also invited to the provisions of the 'Safety Code'.

35. Temporary structure

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

36. Water and Lighting

36.1. The contractor shall pay all fees and provide water and light as required for the work and workmen from mains or other sources and shall pay all charges therefore (including storage tanks and pumps) for the use of the work and workmen unless otherwise arranged and decided on, by the E.E. The water for the works shall be, so far as practicable, free from earth, organic matter and from salts or other substances likely to interfere with the setting of concrete or otherwise prove harmful to the work.

38. Tools and Seigniorage

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

38.2. The contractor shall be solely responsible for the payment of sales tax under of Madras General Sales Tax Act 1939 (Madras Act IX of 1939) as in force for the rates for the various items of the work shall remain unaffected by any changes made from time to time in the rate at which such tax is payable.

38.3. Not with standing anything contained in section 10 of the Indian Traffic Act, rates for items involving, the use or supply of articles obtained by the contractor in India shall remain unaffected by any changes that may be introduced in customs.

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

38.4. No seigniorage shall be charged where due for materials quarried from the Government quarries Assistance as necessary will be given to the contractor by the Government to obtain access to quarries approved by the Executive Engineer. No plot rent shall be charged for materials stacked on the government land during the course of construction project. Materials shall be removed within one month after the work is completed.

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

38.6. The contractor shall form his own approach road to the work site for which the cost shall be due to him. On completion the contractor shall not be permitted to use the materials laid for formation of road, if the contractor is allowed to use the existing roads, he shall maintain them in good condition at his own cost through out the contract.

39. Setting out works

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

40. Clearing up during progress and for delivery.

40.1. All rubbish shall be burnt or removed from the site, as it accumulates. All buildings, landing windows, surface and soil drains shall be cleaned down and put in a thorough clean, sound and workman like state to the satisfaction of the Executive Engineer before the work is finally handed over all rubbish and surplus materials not required by the Executive Engineer shall be removed from the site.

F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR

41. Observance of laws, local regulations and attachments.

41.1. The contractor shall conform to the regulations and by laws of any local authority and any water or lighting companies with those systems the structure is proposed to be connected to. He shall before making any variations from the drawings or specification that may be required, so conforming, give to the Executive engineer written notice, specifying the variations to be made and the reasons for making them and apply for instructions, thereon. If the contractor shall not receive such instruction within seven days he shall proceed to make the variations conforming to the provisions regulating or by-law in question and any variation in the specifications so necessitated shall be dealt with under clause 59.

41.2. The contractor shall give all notices required by the said Act., regulation or by-law and pay all fees in connection therewith unless otherwise arranged and decided on in writing by the Executive Engineer. He shall also ensure that no attachments are made against the contract forming part of or for the use of the contract in every case referred to in this clause. He shall protect and identify Government against any claim or Liability arising from or as a result of violation of any such law, ordinance, regulation order, decree or attachment when made or incurred by or by his employees.

42. Accidents - Hoarding - Lighting observations - Watchmen

42.1. When excavations have been made or obstacles have been put in public thoroughfares or places where there is any likelihood of accidents, the contractor shall conform to the requirement of law on the subject and shall provide suitable hoarding lighting and other things necessary.

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

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

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

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

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

42.8. In respect of all labour directly or indirectly employed in the work for the part of the contractors part of this agreement the contractor shall arrange to furnish the particulars for each work in the proforma vide Appendix XXXVIII by the end of the month to the Executive Engineer in charge of the work.

43. Blasting

43.1. Blasting executed by contractors in connection with Government works shall be in the manner described under blasting operation - instructions to contractor of the Government.

44. Protection of Existing and Adjoining premises

44. The contract is to protect the whole of the adjoining and where necessary the adjoining premises and all works and all fittings to all buildings on the adjoining the site. The contractor shall be responsible for all structural and decorative damages caused by the execution of these works and make good the same in respect of all such damages done or occurring to the same, and leave such reinstated in the original order. He is also to make good any damage done in the execution of the work to or to private footways or road-ways.

45. Permit other workmen - Co-operation- Afford Facilities.

45.1. The Executive Engineer shall have full power to send workmen upon the site of the contractor for the purpose of inspecting the work and for the purpose of

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

45.3. When two or more contractors are engaged on installation or construction works in the vicinity the Executive Engineer shall have authority to direct the manner in which they shall conduct the work so far as it affects other contractors.

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

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

47. Contractor's risk and insurance

47.1. The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive Engineer. The Government shall not be liable to pay for any loss or damages occasioned by or arising out of fire, flood, earthquake, eruption, earthquakes or other convulsions of nature and all other natural calamities arising out of acts of god during such period and the option whether to take insurance shall be left to the contractor not to cover and such loss or damages is left to the contractor.

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

48.Holidays

48.1. Subject to any provision to the contrary contained in the contract none of the work shall save as hereinafter provided be carried on during the night or on Sunday or public holidays without the permission in writing the Executive Engineer or of the officer in charge of the work, save when the work is unavoidable or absolutely necessary for the safety of the property or for the safety of the works in which case the contractor shall immediately inform the Executive Engineer.

G. MISCELLANEOUS

49. Sand and Gravel

49.1. The contractor shall not make any excavations upon the site for the purpose of obtaining sand, gravel, sand or soil other than shown or implied by the drawings, except with the permission of the Executive Engineer.

51. Assignment or sub-letting

51.1. The contractor shall not without the written consent of the Executive Engineer contract nor sub-let any portion of the same. Ordinarily no sub-letting will be permitted. In case such should be permitted by the Executive Engineer, it shall in no way free the contractor from any of responsibilities under any clause of these “conditions of contract” or “General Conditions of Agreement”.

52. Specialists

52.1. The Executive Engineer shall, during the progress of the work have power to nominate or recommend tradesmen or specialists to supply material or execute such work as he may consider desirable in the interests of the Government.

53. Ratification of the orders of the Executive Engineer

53.1. should the acceptance of the tenders be beyond the authorized powers of the Executive Engineer as laid down in the P.W.D. code, the orders and decisions of such Executive Engineer shall be subject to ratification by the Government in regard to

a) extension of time for completing the contract will be subject to the ratification of the Superintending Engineer for all works for which tenders were accepted by the Public Works Department including Superintending Engineer, Chief Engineer and Engineers and government and

b) the termination of contract or of employment of specialists for certain portion of the work shall be subject to the ratification of the Chief Engineer for all works for which tenders were accepted by Engineers of PWD including Superintending Engineer/Chief Engineer/ Board of Engineers and Government.

54. Order Book

54.1. An order book shall be kept at the P.W.D. office on the site of the work. All orders regarding the work are to be entered in this book. All entries shall be signed by the P.W.D. officer in direct charge of the work or by the contractor or by his representative. In important cases, the Executive Engineer or the Superintending Engineer will check the entries, which have been made. The order book shall not be removed from the work site without the written permission of the Executive Engineer.

54.2. No photographs of the site or of the work or any part thereof shall be taken without the permission in writing of the Executive Engineer and no such photographs shall be otherwise circulated without the permission of the Chief Engineer.

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

Circumstances be entitled to claim any damages from Government if he incurs a liabilities to payment under the contract before the date of commencement defined in the contract. The contractor shall have the right to withdraw from the contract and obtain refund of deposit if such intimation of handing over the site is delayed by more than two months from the date of acceptance of the agreement by competent authority.

56. Delay and extension of time

56.1. No claim for compensation on account of delay or hindrances to the work shall be allowed whatever shall lie except as hereinafter defined.

Reasonable extension of time will be allowed by the Executive Engineer or any other competent authority to sanction the extension for unavailable delays, such as may result from causes in the opinion of the Executive Engineer, are undoubtedly beyond the control of the contractor. The Executive Engineer shall assess the period of delay or hindrance caused by him. If the instruction issued by him is at twenty five percent in excess of the actual working period, at any time the Executive Engineer is of the opinion that there has been avoidable delay, the contractor fails to maintain the rate of progress specified in the articles of agreement, it shall be lawful for the Executive Engineer to impose penalty or order forfeiture from the contractor. The sanction the extension of time for such delays, provided however, the penalty and the forfeiture shall be governed as per clause 57.2 and 57.3.

56.2. In the event of the Executive Engineer failing to issue necessary instructions or orders causing delay and hindrance to the contractor the latter shall have the right to claim compensation of such delay by the Superintending Engineer of the circle. The contractor shall submit to the Executive Engineer a statement of claim for any delay or hindrance referred to within fourteen days from its commencement otherwise no extension of time shall be allowed.

56.3. Whenever, authorised alternations or additions made during the progress of the work of such nature in then opinion of the Executive Engineer as to justify an extension of time, the consequence thereof such extension of time will be granted in writing by the Executive Engineer or other competent authority when ordering such alterations or additions.

Amendment for inclusion of additional clauses 56-4, 56-5 and 56-6 to the General contract T.N.B.P. Vol. III

56.4. In case where the Government under the terms of the contract with the contractor is liable to supply any materials, articles or things to the contractor for the performance of his part of the contract, the Executive Engineer, may at his absolute discretion extend the period within which such materials, articles or things may be supplied by the Government. The Government may supply to the contractor such materials, articles or things without being extended with out any liability on their part to compensate the contractor by any extension of time for he supply of the materials, articles or things.

56.5. In case where the Government under the terms of the contract with the contractor is

him up to the date of such determination and left unused on the work spot (which over by the Executive Engineer) either at the contract rates or at values deduced from rates included in the contract. When the contract is determined at the discretion of the Engineer, he shall give notice in writing to the contractor and the decision of the Engineer to determine the contract shall be final and binding on the contractor.

Explanation:

The expression "Through rates" means the rate for the finished items of work, that is to say, the rates for finished items of work inclusive of the cost of labour.

56.6. If, at any time after the acceptance of the tender, the Government shall for a soever not required the whole or any part of the works to be carried out the Executive Engineer shall give notice in writing of the fact to the contractor, who shall have no compensation or other payments what soever on account of any profit or advantage derived from the execution of the work in full but which he didn't derive in consequence of termination of the works. He shall be paid at contract rates, for the work executed including any additional works such as clearing of site etc., that may be rendered on such termination. He shall also be allowed a reasonable payment as decided by the authority of higher rank to the authority which accepted the tender, for any expense incurred on account of labour and materials, articles or things collected, but which could not be recovered from the works as verified by the Executive Engineer. Such decision shall be final and binding on both parties and shall not be subject to arbitration under clause 69.

Note:

i) The clause were originally numbered as 59-A, 59-B and 59-C, and approved by the Government No.564 PW dated 22.02.1960. But found to be omitted while approving over all general conditions to contract in G.O. Ms. NO.2659 PW dated 23.12.1970. The clause were brought to the notice of Government in CE (GL)'s letter dated 07.04.1982 and the clause were ordered to be included as clause 56.4, 56.5 and 56.6 in Govt.'s letter No. PWD., dated 19.09.1996 communicated in CE (Gl)'s memo No.CTO/A. 08.10.1996.

ii) The clause as approved by the Government may be pasted as an amendment slip to the conditions of the contract appended to T.N.B.P. volume-II.

iii) The above clauses may be added as special conditions while issuing tender schedule for Government funded or deposit workers to avoid any objections from the contractor at the stage.

57. Delays in commencement or progress neglect of
suspension of works by the contractor and forfeiture

the same time demand compliance. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or any time be lawful for the Executive Engineer to impose a penalty or forfeiture on this contractor from the or to terminate the contract.

57.2. The penalty or forfeiture referred to in clause 57.1 shall not exceed 5% of the value of the work executed and its imposed in cases where the contractor is allowed to proceed with the work in part and complete the whole or such part of the works. The penalty or forfeiture imposed by the Executive Engineer under this clause is however subject to modification in the absolute discretion of authority higher in rank than the Executive Engineer.

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

57.4. Determination of the contract referred to in clause 57.1. shall carry with it the forfeiture of the Security deposit. After determining the contract, the Executive Engineer shall be at liberty to give any part of the work to any other contractor in the unexecuted portion of the contract. In which case any expenses which may be incurred in excess of such amount which has been paid to the original contractor if the whole work had been executed by him shall be paid by the original contractor and may be deducted from any money payable to the Government under this contract or any other amount what so ever Provided that the total expenses incurred by the Government are less than the amount payable to the contractor. If the agreement rates the difference will not be paid to the contractor.

57.5. In the event of anyone of the above clauses being adopted by the executive Engineer the contractor shall have no compensation for any loss sustained by him by reason of having purchased or processed any materials or entered into any engagements or made any commitments on account or with a view to the execution of the work or the performance of contract. If any action is taken under any of the provisions aforesaid, the contractor shall not be entitled to any sum for any work actually performed under the contract unless and until the Executive Engineer has certified in writing the performance of such work and the value payable therefor and he shall only be entitled to be paid the value of certified.

57.6. In the event of the Executive Engineer putting in force all or any of the provisions of the contract under the clause 57.4 he may if he so desires after giving a notice in writing to the contractor to take position of the works and site and such plants and materials thereon (including the land contiguous there to) and all such plant and materials as above mentioned shall the disposal of Government absolutely for the purpose of completing the work. Any amount which shall have been given the contractor shall not be at liberty to remove from the site or from the ground contiguous thereto any plant or materials belonging to him which have been placed thereon for the purpose of the above work. Government shall not be

may remove and sell the same holding the proceeds less the cost of removal as a credit of the contractor. The certificate of the Executive Engineer as to expenses of removal and sale, shall be final and binding on the contractor.

I. Particulars of payment

58. Payment on lump sum basis or by final measurements and prices.

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

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

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

59. Payment for additions and deductions for omissions

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

59.2. If there is not rate in Schedule A for additional work ordered to be carried out by the Executive Engineer, then prior to execution of the additional work, a rate for the additional work shall be worked out in accordance with the methods indicated in 59.3. and with the result of such agreement upon a supplemental agreement shall be entered in the proper departmental form signed by the contractor and the Executive Engineer and or any other officer for the Government authorised to accept such agreement and supplemental agreement shall on such a supplemental agreement be a part of the original agreement. A copy of the supplemental slip shall be given to the contractor.

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

59.3.2. In the case of works for which supplemental agreement is to be entered into during the period when the schedule of rates has not changed from the date of execution of the original agreement then the rates for supplemental agreements may be the prevailing schedule rates plus or minus tender premium in case the rates cannot be derived from the items in the original agreement. In other case, 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 agreement shall be adopted with no tender premium over this rate.

59.3.4. If the rates cannot be determined as above, the rates shall be fixed on the and materials plus 10 percent thereon, provided the vouchers shall have been d Executive Engineer within 7 days after such work is completed. If the Exec considers that the vouchers are unduly high, the Executive Engineer can valua reasonable and fair and make payment if the value of payment is less than Rs.1,00 of additional payment exceeds s.1,000 the contractor shall have the right to subm arbitration.

60. No payment for unsetenced extras

60.1. It shall be distinctly understood that no payment whatever will be made to th variations by way of extras, in cases where such variations have been made with sanction of the Executive Engineer.

61. Accounts Receipts and vouchers

The contractor shall at any time upon the request of the Executive Engineer furni invoices account, receipts and other vouchers that he may require in conne contract.

62. Fraud, willful neglect or default

62.1. No final or other certificate of payment or of completion, acceptance or account shall, in any circumstances, relieve the contractor from his liability fo willful neglect or default in the execution of the contract or any willful or unauthor from drawings, specifications, instructions and direction for the time being binding

63. Unfixed materials

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

64. Payment and Certificate

64.1. payments will be made to the contractor under the certificates to be issued frequent interval by the Executive Engineer or the Sub-Divisional Officer, within date of each certificate an intermediate payment will be made by the Executive Sub-Division Officer of a sum equal to 95 percent of the value of work, as so ce balance of 5 present will be withheld and retained as security for the due ful contract.

under the certificate to be issued by the Executive Engineer or Sub-Divisional completion of the entire works, the contractor will receive the final payment of all or payable to him under or by virtue of the contract except security deposit an amount equal to 2 ½ percent of the total value of the work done provided there from or forfeiture by the contractor to be made under clause 57. The amount with final bill will be retained under 'Deposits' and paid to the contractor together wi Deposit after six months reckoned from the date of completion of work or as

defects and provided by the contract. The contractor when applying for a certificate shall submit a sufficiently detailed bill based on the original figures of quantities and rates as per schedule-A to the satisfaction of the Executive Engineer, to enable the Executive Engineer or Sub-Divisional Officer to check the claims and issue the certificate. The certificate shall be issued on the claims mentioned in the application as are allowed by the Executive Engineer or Sub-Divisional Officer shall be issued within fourteen days of the application. A new application for a certificate shall be made within fourteen days of a previous application.

64.1. (A) Notwithstanding the above clause, the withheld amount of 2½% from the bill in respect of contract for construction of original building, will be retained by the contractor for a total period of one year in lieu of six months period referred to in clause 64.1. The withheld amount will be released after the expiry of one year's period on execution of an indemnity bond by the contractor to the satisfaction of the Executive Engineer for a further period of six months to ensure structural stability of the building under clause 26.1.A.

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

65. Interest on money due to the contractor

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

65.2. Whenever the withheld amount reaches Rs.1,000 or a multiple thereof, the contractor, at his option, deposit with the Executive Engineer an equal amount in sums of Rs.1,000 or a multiple thereof, in any of forms of interest bearing securities recognized for the purpose by the

T.N. Public Works Account Code and subject of the provisions thereof contained in the T.N. Public Works Account Code, the equivalent withheld amount shall be paid to him forthwith. The Contractor will be required to exercise the option in this clause, subject only to the condition that the rate of interest shall be contained in the Articles of Agreement in properly maintained.

66. Acceptance of final measurements

66.1. The contractor agrees that before payment the final bill shall be made on the basis of the bill submitted. The contractor will sign and deliver to the Executive Engineer either in the measurement book or in a separate document demanded a valid release and discharge from any and all claims and demands whatsoever arising out of or connected with the contract and also produce a certificate from the Income Tax Authorities that all income tax payable by him upto-date has been paid. It is provided that nothing in this clause shall discharge or release the contractor from his obligations under the contract. It is further expressly agreed that Executive Engineer in supervising the work

67.2. Recovery under Revenue Recovery Act.

Whenever any amount has to be paid by the contractor in view of determination of the amount due to the Government under the provisions of the Revenue Recovery Act, or any amount that may be due from the contractor is under the provisions of the Revenue Recovery Act, and the contractor is not responding to the demands for the payment of the said amount, the Government shall be entitled to recover the said amount under the provisions of the Revenue Recovery Act.

68. Contractor dying becoming insolvent insane or imprisoned

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

J. SETTLEMENT OF DISPUTES

69. Arbitrations

69.1. In case of any dispute or difference between the parties to the contract either before the progress or after the completion of the works or after the determination, abandonment or termination of the contract, or as to any matter or thing arising there under except as to the matters referred to the sole discretion of the Executive Engineer under clauses 18, 20, 25.3, 27.1, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 34.10, 34.11, 34.12, 34.13, 34.14, 34.15, 34.16, 34.17, 34.18, 34.19, 34.20, 34.21, 34.22, 34.23, 34.24, 34.25, 34.26, 34.27, 34.28, 34.29, 34.30, 34.31, 34.32, 34.33, 34.34, 34.35, 34.36, 34.37, 34.38, 34.39, 34.40, 34.41, 34.42, 34.43, 34.44, 34.45, 34.46, 34.47, 34.48, 34.49, 34.50, 34.51, 34.52, 34.53, 34.54, 34.55, 34.56, 34.57, 34.58, 34.59, 34.60, 34.61, 34.62, 34.63, 34.64, 34.65, 34.66, 34.67, 34.68, 34.69, 34.70, 34.71, 34.72, 34.73, 34.74, 34.75, 34.76, 34.77, 34.78, 34.79, 34.80, 34.81, 34.82, 34.83, 34.84, 34.85, 34.86, 34.87, 34.88, 34.89, 34.90, 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35.092, 35.093, 35.094, 35.095, 35.096, 35.097, 35.098, 35.099, 35.100, 35.101, 35.102, 35.103, 35.104, 35.105, 35.106, 35.107, 35.108, 35.109, 35.110, 35.111, 35.112, 35.113, 35.114, 35.115, 35.116, 35.117, 35.118, 35.119, 35.120, 35.121, 35.122, 35.123, 35.124, 35.125, 35.126, 35.127, 35.128, 35.129, 35.130, 35.131, 35.132, 35.133, 35.134, 35.135, 35.136, 35.137, 35.138, 35.139, 35.140, 35.141, 35.142, 35.143, 35.144, 35.145, 35.146, 35.147, 35.148, 35.149, 35.150, 35.151, 35.152, 35.153, 35.154, 35.155, 35.156, 35.157, 35.158, 35.159, 35.160, 35.161, 35.162, 35.163, 35.164, 35.165, 35.166, 35.167, 35.168, 35.169, 35.170, 35.171, 35.172, 35.173, 35.174, 35.175, 35.176, 35.177, 35.178, 35.179, 35.180, 35.181, 35.182, 35.183, 35.184, 35.185, 35.186, 35.187, 35.188, 35.189, 35.190, 35.191, 35.192, 35.193, 35.194, 35.195, 35.196, 35.197, 35.198, 35.199, 35.200, 35.201, 35.202, 35.203, 35.204, 35.205, 35.206, 35.207, 35.208, 35.209, 35.210, 35.211, 35.212, 35.213, 35.214, 35.215, 35.216, 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APPENDIX NO.1

PUBLIC WORKS DEPARTMENT SAFETY CODE

General Rules as to scaffolds.

1. Suitable scaffolds shall be provided for workman for all works that cannot be done by a ladder or by other. When a ladder is used an extra Mazdoor shall be engaged to hold the ladder and the ladder shall be given an inclination not steeper than 0.25 to 1 (0.25 horizontal to 1 vertical). When the ladder is used for carrying materials as well, suitable foot boards and hand holds shall be provided on the ladder.
2. A scaffold shall not be constructed, taken down or substantially altered, except under the supervision of competent and responsible person; and (b) as far as possible by competent person possessing adequate experience in such work.
3. All scaffolds and appliance connected therewith and all ladders shall...
 - a) be of sound material
 - b) be of adequate strength having regard to the load strain to which they will be subjected
 - c) be maintained in proper condition.
4. Scaffolding or staging more than 3.5 meters above the ground or floor shall have to be properly attached, bolbraced and otherwise secured at least 0.9 meters above the floor level of such scaffolding or staging and extending along the entire length of the outer edge of the scaffold thereof with only such opening as may be necessary for delivery of materials. Scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
5. Scaffolds shall be so constructed that no part thereof can be displaced in any direction under normal use.
6. Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
7. Before installing lifting gear of scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
8. working platform, gangways and stairways should be so constructed that no part thereof is unduly or unequally. If the height of the platform or the gangway or the stairways is more than 3.5 meters above ground level or floor level they should be closely boarded should be at least 1.2 meters wide and should be suitably fenced as described in (4 above)
9. Every opening in the floor of a building or in a working platform shall be protected by suitable fencing or railing for a minimum height of 0.9 meter to prevent the fall of persons.

of work shall be so stacked or placed as to cause danger or inconvenience to any public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear the expenses of the defense of every suit, action or proceedings at law that may be brought by any persons for injury sustained owing to the above precautions and to pay any damages and cost which may be awarded in any action or proceedings to any such persons or which may with the consent of the court be paid to compromise any claim by any such person.

Excavation and trenching

11. Trenches - 1.2 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from the bottom of the trench to at least 0.8 meters above the surface of the ground. The sides of the trench shall be

1.5 meters or more in depth shall be stepped back to give suitable slope or horizontal timber bracing, so as to avoid the danger of sides to collapse.

12. Demolition - Before any demolition is commenced and also during the process of demolition

- a) All roads and open areas adjacent to the work site shall either be closed or suitably guarded.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from falling, explosion or flooding. No floor, roof or other part of the building shall be so overburdened with debris or materials as to render it unsafe.

13. All necessary personal safety equipment as considered adequate by the Executive Engineer shall be kept available for the use of the person employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white-washing and mining or stacking of cement bags or other work which is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall have protective goggles and protective clothing and seated at sufficiently safe intervals.
- d) Those engaged in welding works shall be provided with welder's protective suit.
- e) When workers are employed in sewers and man holes which are in use, the contractor shall ensure that the manholes covers are opened and are ventilated at least 15 minutes before the workers are allowed to get into the manholes, and manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

iii) Overalls shall be supplied by the contractors to work-men and adequate facilities shall be provided or enable the working painters to wash during the cessation of work.

iv) When workers are employed in dangerous occupations like work with drilling operations etc., which are likely to prove dangerous resulting in physical causality, adequate protection often workers should be provided.

14. When the work is done near any place where there is risk of drawing equipments should be provided and kept ready for use and all necessary steps taken for the rescue of any person in danger and adequate provision should be made for prompt treatments of all injuries likely to be sustained during the course of the works.

15. a) Hoisting machines and tackle including their attachment anchorages and supports shall be of good mechanical construction sound materials and adequate strength and free from defects and shall be kept in good repair and in good working order. Every rope used for hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

b) Every crane driver or hoisting appliance operator shall be properly qualified. No person under the age of 21 years should be in control of any hoisting machine, including the signals which or give signals to the operator.

c) In the case of every hoisting machine and of every chain ring hook shackle lever block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to in this paragraph shall be plainly marked with the safe working load, in the case of a hoisting machine having a safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any hoisting machine or of any gear referred to in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

16. Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliance shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load. Adequate precautions shall be taken to reduce to a minimum the risk of any part of the hoisting appliance or load become accidentally displaced.

When workers are employed on electrical installations which are alive, they shall be provided with insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary and shall be provided. The workers shall not carry keys or other materials which are good conductors of electricity.

17. These safety provisions should be brought to the notice of all concerned by means of a notice board at a prominent place at workshop. The person responsible for the control of the works shall be responsible for the maintenance of the safety provisions.

Model Rules for provision of Health and Sanitary arrangements for workers employed by the P.W.D. and Highways and Road Transport Department and their contractors.

The contractor's special attention is invited to relevant clauses of the 'General contract' in the Tamilnadu Building Practice and he is requested to provide at his own cost the following amenities to the satisfaction of the Executive Engineer.

1. Application- These rules shall apply to all building and construction works of the P.W.D.,

2. Definition (i) "Work place" means a place at which average fifty or more workers are employed in connection with construction work.

ii) "Large work place" means a place at which, at an average 500 or more workers are employed in connection with construction work.

3. First - Aid - a) At the work site there shall be maintained in a readily accessible place a first-aid appliance and medicines including and adequate supply of sterilized dressing and sterilized wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours.

b) At large work places where hospital facilities are not available within easy reach, first-aid posts shall be established and be run by a trained compounder.

c) Where large work places are remote from regular hospitals an in-door ward shall be maintained with one bed for every 250 employees.

d) Where large work places are situated in cities towns or in their suburbs and where it is considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to hospitals. At other work places where hospital facilities, such as a car shall be kept readily available to take injured persons or persons taken ill to the nearest hospital.

4. Drinking Water:-

a) Water of good quality fit for drinking purposes shall be provided for the work people at a rate of not less than 15 liters per head per day.

b) Where drinking water is obtained from an intermittent public water supply system, it shall be provided with storage tank where such drinking water shall be stored.

c) Every water supply storage shall be at a distance of not less than 15 meters from a drain or other source of pollutions. Where water has to be drawn from an existing well, it shall be within such proximity of latrine, drain or any other source of pollution, the well shall be

5. Washing and bathing places:-

Adequate washing and bathing places should be provided, separately for men and women. places shall be kept in clean and drained condition bathing or washing should be done in or near any drinking water well.

6. Latrines and Urinals: There shall be provided within the precincts of every work place latrines and urinals in an accessible place and the accommodation, separately for each of the sexes, shall be provided on the following scale or on the scale so directed by the Executive Engineer in special cases.

- i) Where the number of persons employed does not exceed 50-2
- ii) Where the number of persons employed exceed 50 but does not exceed 100-4
- iii) For every additional 100

If women are employed separate latrines and urinals screened from those for men shall be provided on the same scale.

Except in work places provided with water flushed latrines connected with a water supply system, all latrines shall be provided with receptacle on dry earth systems which shall be cleaned at least four times daily and at least twice during the working hours and kept in sanitary conditions. The receptacles 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 a manner approved by the local Public Health Authority. The Contractor shall also employ a sufficient number of scavengers and conservancy staff to keep the latrines and urinals in clean condition.

7. Shelters during rest:-

At every work site there shall be provided free of cost, two suitable sheds one for men and other for rest separately for men and women for the use of laborers.

8. Creches:

(a) At every work place at which 50 or more women are ordinarily employed, there shall be provided two huts of suitable size for the use of children under the age of 6 years. One such women, on but shall be used for infants games and play and the other as a bathroom. The huts shall not be constructed on a lower standard than the following.

- iii) Thatched roofs.
- iv) Mud floors and walls.
- v) Planks spread over the mud floor and covered with matting.

- (c) The size of crèche or crèches shall vary according to number of women workers
- (d) The crèche or crèches shall be properly maintained and necessary equipment shall be provided.

9. Canteens:

A cooked food canteen on a moderate scale shall be provided for the benefits of considered expedient.

10. Sheds for Workmen:

The contractor should provide at his own expense sheds for housing his workmen shall be on a standard not less than the cheat shelter type, to live in which the work locality are accustomed to.

A floor area of about 1.8 meters x 1.5 meters for two persons shall be provided. The rows with 1.3 meters clear space between sheds and a 9 meters clear space between conditions permit. The work people's camp shall be laid out in units of 400 persons unit to have a clear space of 12 meters all around.

Con

CEMENT

The contractor has to make his own arrangements for the procurement of cement to required specifications for the works subject to the following conditions:

- (a) The contractor shall procure cement required for the work from reputed cement factories (Main producer or their authorized agents, manufacturing cement at I.S.I. Standards) acceptable to the Engineer-in-Charge. The contractor shall be required to furnish to the Engineer-in-Charge bills of payment and certificate issued by the manufacturers or their authorized agents to certify the procurement of quality cement from the approved cement factory. The contractor shall make his own arrangement for safe, haulage and adequate storage of cement.
- (b) The contractor shall procure in standard packing of 50 kg per bag from authorized manufacturers. The contractor shall make necessary arrangements at his own cost to the satisfaction of Engineer-in-Charge actual weight of each sample from the available stock and shall confirm with the specifications laid down by the ISI or other standard foreign institution as the case may be. Cement shall be got tested for all the tests as directed by the Engineer-in-Charge at least 15 days in advance before the use of cement bag brought and kept on site go-down.
- (c) The employer will furnish air string agents and admixtures required for the work to the contractor free of cost at the employer stores. The use of such admixtures shall be made as per the instruction of the Engineer-in-Charge. Transportation/Cortege/Storage handling, batching mixing shall be borne by the contractor. The cost shall be included by him to unit offices tendered for concrete.
- (d) The contractor should store the cement for 60 days requirement at least one month in advance to ensure the quality of cement brought to site and shall not remove the same without the written permission of the Engineer-in-Charge.

The contractor shall forthwith remove from the works area any cement which the Engineer-in-Charge may disallow for use on account of failure to conform to required quality and standard.

- (e) The Contractor will have to construct sheds for storing cement with a capacity not less than the cement required for 90 days use at approved by the Engineer-in-Charge. The representative shall have free access to sheds at all times.

Unto date to enable the Engineer incharge to apply to such checks as the may desire.

(g) Cement which has been unduly long in storage with the contractor or alternatively has deteriorated due to inadequate storage and thus become unfit for use on the work will be rejected by the Department and no claim will be entertained. The contractor shall forthwith remove from the work area any cement the Engineer-in-Charge may disallow for use of work and replace it by cement complying with the relevant Indian standards.

STEEL

The contractor shall provide mild steel (MS) reinforcement. High yield strength Deformed (HYSD) Bars, rods and structural steel etc., required for the works only from the main and secondary producer manufacturing steel or the authorized agents to the prescribed specification. Bureau of India standards requirements and licensed to affix ISI or other equivalent certificate of marks and acceptable to the Engineer-in-Charge Necessary I.S.I. test certificates are to be produced to Engineer-in-Charge before use on works.

The diameters and weight of steel should be as follows.

Sl. No	Diameter of rod	Sectional weight in kilogram per running meter both for plain and HYSD steel.
01.	6 Millimetres	0.222
02.	8 Millimetres	0.395
03.	10 Millimetres	0.617
04.	12 Millimetres	0.888
05.	16 Millimetres	1.578
06.	20 Millimetres	2.466
07.	22 Millimetres	2.980
08.	25 Millimetres	3.854
09.	28 Millimetres	4.830
10.	32 Millimetres	6.313
11.	36 Millimetres	7.990
12.	40 Millimetres	9.864

Note: if any rods other than those specified above are used the weights shall be as per standard steel tables only. If department steel is issued for the work, the same will be recovered.

Contractor

SCHEDULE 'B'**List of Drawings**

Note: all drawing to be signed by the contractor as well as the officer entering into contract.

Supplemental list

As referred to in the specifications including the General conditions to the contract of Tamil Nadu Building Practice.

Sl. No.	Drawing Number	Description	Date on which the Drawing was supplied	Sl. No.	Drawing Number	Description	Date on which the Drawing was supplied
1.				2.			
3.				4.			

CONTRACTOR**Executive Officer,**

SCHEDULE 'C'

List of the specifications for the various items of works, supply these described in Schedule 'A' by Standard specification numbers.

1. The contractor shall employ the following Technical staff supervising the work and shall 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 demand special attention e.g. reinforced cement concrete work etc.,

Name of the members of the Technical staff to be employed	Qualifications	Experience
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(Vide separate sheet enclosed)

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

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

GENERAL CONDITIONS

1. The work shall be carried out in strict accordance with Tamilnadu Building Practice and its volumes.
2. The contractor shall make his own arrangements for the procurement of materials to the required specifications required for the work.
3. The Executive Engineer shall reject any materials, which is proved to be not according to standards.
4. All storage facilities shall be subject to approval of the Engineer in charge and shall be constructed to prevent easy access for inspection and identification
 - a. Avoid storage for long periods, do not store at all if Possible during the rain season.
 - b. For other precautions in this regard I.S.4082 - 1987 shall apply

CONTRACTOR

Executive Officer,

6. a. 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 would state in clear terms whether they are professionally qualified or whether they under take to employ Technical men required by 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 Technical qualified men is always at the site of work during working hours professionally checking all the times of works and having extra attention to such works as may demand special attention (e.g.) rein forced cement concrete Works etc.

THE DETAILS OF TECHNICAL ASSISTANT IS TO BE EMPLOYED IS TO BE AS BELOW

Value of contract	Qualification and No. of Technical Assistant to be employed
1.Upto Rs.1.00 Lakh	No Technical Assistant need be employed. However if the officer, who accepts the tender, considers that the nature of work requires a Technical Assistant conditions may be stipulated in the tender while that i) One Diploma holder in Civil Engineering (or) ii) a retired J.E. may be employed.
2. Rs.1.00 lakh to Rs.5.00 lakhs	i) One Diploma holder in Civil Engineering (or) ii) not less than, one retired Junior Engineer
3. Rs.5.00 lakh to Rs.10.00 lakhs	i) One B.E. (Civil) (or) ii) equivalent degree holder (or) iii) not less than one retired Sub-Divisional officer (AEE or ADE) (or) iv) one diploma holder with 3 years experience.
4. Rs.10.00 lakh to Rs.25.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) One Diploma Holder in Civil Engineering (or) ii) Equivalent degree holder with 3 years experience (+) One Diploma Holder in Civil Engineering (or) iii) Not less than One retired AEE / ADE (+) One Diploma Holder in Civil Engineering (or) iv) Two Diploma Holders in Civil Engineering with 3 and 5 years experience respectively.

CONTRACTOR

Executive Officer,

5. Rs.25.00 lakh to Rs.50.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) Two Diploma Holder in Civil Engineering (or) ii) One B.E. (Civil) with 3 years experience (+) Two retired Junior Engineers (or) iii) Equivalent degree holder with 3 years experience (+) Two Diploma Holder in Civil Engineering / Two retired Junior Engineers (or) iv) One retired AEE or ADE (+) Two Diploma Holders in Civil Engineering (or) v) One retired AEE or ADE (+) Two retired Junior Engineers.
6. Above Rs.50.00 lakhs	(i) Three B.E. (Civil) with 3 years experience (+) (ii) Two Diploma Holder in Civil Engineering

- b. If the tenderer who is not professionally qualified fails to employ to Technical men as indicated above for they shall be levied as follows during the period of non-employment of Technical man

- 1) Rs.2000/- per month for Diploma holder
- 2) Rs.5000/- per month for Degree holder

Note: In case the contractor who is professionally qualified is not in a position to remain always 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. RCC works etc.) he should employ technically qualified men as prescribed for the works.

The employment of Technical Assistant should be based on the value of contract. Engineers with Mechanical Engineering qualification and retired from Civil Engineering Department are also suitable to supervise the Civil Engineering Works because of their experience in Civil Engineering field.

A movement register should be opened and maintained for Technical Assistants employed by the contractor (or) for the Technically qualified contractor. The technical Assistant or Technically qualified contractor should note the arrival and their departure timings every day along with their initials. Such register should be produced during the inspection of the Inspecting Officer.

7. One I.T.I trained mason for every ten masons or part thereof should be employed.
8. The tenderer shall not employ the labour below the age of 18 years.
9. He should offer employment to Ex-servicemen, ex-toddy tappers and unemployed agricultural labours as far as possible.
10. Sufficient labourers as may be required by the Executive Engineers shall be employed on the work so as to gear up the progress of the work.

CONTRACTOR

Executive Officer,

11. The tenderer shall not claim for any loss due to foreseen circumstances including suspension of work due to cause.
12. Accident to people employed by the contractor resulting compensation to be paid, as per the workmen 'compensation' act shall be on the contractor's account.
13. The tenderer should make his own arrangements for the conveyance of materials to the work site from sources specified.
14. Payment will be made on detailed measurement. Any of the items in the schedule may be omitted or altered technically and no variation in the rate shall become payable to the contractor on account of the omission of variation in quantities.
15. Before payment of final bills the contractor shall produce certificate from the Income-Tax authority that all income-tax payable by him upto date has been paid and certificate from the sales tax authority that all the S.T. Payable by him upto date has been paid.
16. The Executive Engineer will be at liberty to withdraw any portion of work or to carryout any portion of the work at any time either Departmentally or through any other agency in the interest of Government without assigning any reasons to the contractor who is actually doing the work and the Executive- Engineer's decision will be final and binding on the contract and contractor is not entirely entitled for any compensation on account of the same.
17. In the event of work being transferred to any other Temple the Executive Officer who is incharge of the Temple having Jurisdiction over the work shall be competent the exercise all the power and privileges and reserved in favour of the Government.
18. The tenderer shall fill in column 7 of the Schedule also
19. The rates should inclusive of all taxes payable to the Government by the tenderer.
20. The rate will be for the finished items of works and no extra bill is paid for seignorage.
- 21.a. An amount of 2% or 1% of the value of the work including cost of all materials such as Cement, steel etc. will be deducted from the contractor's bill at the time of payment towards income tax.
- b. An amount of 2% for civil works and 4% for other than civil works on the value of work done including cost of materials supplied by departmentally will be deducted towards sales tax from the contractors bill at each stage of payment.
22. Tenders with tampered seal will not be accepted.
23. Tenders in which the rates are not written in words will summarily be rejected. In case of any discrepancy while expressing the rates in words, the rate whichever is advantage to Government will only to be taken into account.
24. Tenders containing over writing or corrections, which are not attested by the tenderer, will be liable for rejection.

CONTRACTOR

Executive Officer,

25. Tenders received without E.M.D. will be summarily rejected.
26. The site should be cleared by the contractor after completing the work as required by the departmental Engineers.
27. The work shall be carried out without any hindrance or damage to the existing cross masonry works such as bridges, super passages etc.
28. The recovery towards hire charges of machineries will be made at the rates specified and for the time actually utilized by the contractor, for time required as per the data considering the out turns whichever is higher.
29. The contractor should prepare a bar chart for the works costing more than Rs.5.00 lakhs and produce the same before starting the work.
30. In case of any dispute of difference between the parties for the contract either during the progress (or) after the completion of the works or after determination, abandonment or breach of the contract as to any other matter or thing arising there under except as to matters left to the self discretion of the Executive Officer of the clause 18,20,25-3,27(1) 34,35 and 37 of the General conditions of contract as to the works holding Executive Officer of the payment of any items on which the contractor may claim to be entitled them either party shall forthwith give to the other notice or such dispute or difference shall be and is hereby referred to the arbitration of the Superintending Engineer, of the nominated circle mentioned in the article of agreement herein after called the arbitrator, in cases where the value of claim is less than and upto Rs.50,000/- In cases where the value of claim more than Rs. 50,000/- the parties will seek remedy through the competent civil court.
31. The contractor has to maintain the progress of work as per the percentage of work specified in tender notice.

If the contractor fails to keep the rate of progress as stipulated in the tender notice penalty will be imposed on the contractor for his slow progress with reference to clause of T.N.B.P. under preliminary specification.
32. Similarly for lighting arrangements to do any work to keep up the accepted progress of work, the contractor has to make his own arrangements at his cost. Possible help to get power connections from the electricity Board will be given by the Department. The contractor will be permitted to do night work like earth work excavation etc. So as to complete the work within the accepted contract period. But concreting has to be done in daytime. No extra payment will be paid for such works.
33. The leads and lifts involved for the various materials as well as finished work are clearly, furnished in the schedule. However the contractors are request to inspect the places of work both casting yard for precast blocks and the canal breach for, in situ concrete and borrow areas for the conveyance of earth and the quarries for sand and metal and satisfy themselves about the adequacy of the provision made for lift and lead before tendering. The contractor will not be eligible for extra lead and lift even if it is actually involved during the course of the work.

CONTRACTOR

Executive Officer,

GENERAL CONDITIONS

1. Period of completion **(12)** months.
2. The successful tenderer will be required to make a further security Deposit at the direction of the accepting authority. Execution and completion of the work should be within the period specified in the tender notice from the date of commencement of work or handing over of site which ever is earlier.
3. Specification for the various materials and the execution of all works shall be as per Tamilnadu Building Practice.
4. It must be distinctly and specifically understood that whole works will be executed complying with the specification in metric system found by T.N.B.P. payment will be made as per measurement recorded metric units only.
5. Every tenderer before tendering is expected to inspect the proposed work site. Any claim for extra cost on account of increase in lead of materials will not be accepted.
6. The work shall be produced with expeditiously from the date on which the site is handed over and completed as early as possible as required by the Departmental officers.
7. The contractor must make his own arrangement to form approach roads and ramps if any required at his own cost and maintain the same through out the period of contract. On permission for using Existing roads if any by the contractor will be commenced to the authorities concerned and the contractor must bear all charges incidental to using the road, No extra cost on this account will be entertained by the Department.
8. If night work is required to fulfill the agreed rate of progress all arrangements shall be made by the contractor including lighting the area without any additional claims.
9. The plan and schedule of quantities are subject to alternate during execution and payment shall be made as per actual measurement of works done. No claims for any extra cost of works whatsoever shall be entertained for such revision in design extra.
10. The rates specified in the schedule for the different items of work are for the finished works and no extra will be paid for baling and pumping charges indented on the work.
11. The shed for storing the materials should be put up by the contractor at his own cost. The contractor's special attention is invited to clause general conditions of T.N.B.P. and also required to provide at his own expenses, sheds, latrine, water, lights, urinals etc. for his workers.

CONTRACTOR

Executive Officer,

12. In case it is found by the Departmental officers that the contractor has brought any of the required materials from quarry with lesser load than the specified in the schedule, proportionate deduction will be made from the contractor's rate of payment for the finished work for the respective item.
13. The contractor will be held responsible for the proper and safe custody of all the Department Materials which are handed over to the contractor until they are finally used on the work (or) taken over by the Department.
14. The Executive Engineer will be liberty to withdraw and carryout any portion of the work at any time either Departmentally or through any other agency, in the interest of Government.
15. In the event of the work being transferred to any other Temple to Executive Officer who is incharge of Temple having jurisdiction over the work shall be competent to exercise all the work and privilege reserved in favour of the Government.
16. The contract rates are inclusive of Sales-Tax payable by the contractor to the Government as per the Tamilnadu General Sales-Tax Act 1989 as amended from time to time. No enhanced rates will be payable to the contractor for any upward revision of Sales-Tax during the currency of the contract.
17. Tenderers should obtain from the authorities concerned an Income-Tax clearance certificate and sales- Tax Clearance certificate for the current year and submit it along with the tenders. The Tenderers who are engaged in works contract as well as Business for selling materials should produce sales tax clearance certificate or they should produce NIL certificate.
18. The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive officer. The Government shall not be liable to pay for any loss or damages occasioned by or arising out of famine flood, cyclonic-eruption, earth-quake other convulsions of nature and all other calamities risk arising as nature of act of God during such period and that the option whether to take insurance coverage or not to cover such risks is left to the contractor.
20. Recovery under Revenue Recovery Act:
Whenever any amount has to be paid by the contractor by virtue and class 57-4 or any amount that may be due or may become due from the contractor under these presence and the contractor is not responding to the demands for payments against a said amount, then the Government shall be entitled to recover the said amount under the provisions of the Tamil Nadu Revenue Recovery Act 1964 (Tamil Nadu Act V of 1964). G.O.Ms.No. 1318 / PW / Dt.22.5.1986 amended in Government letter No.135130 / Y2 / 88-3 / Dt.30.1.1990.

CONTRACTOR

Executive Officer,

SPECIAL CONDITIONS FOR STEEL

A. Materials

1. The contractor shall make his own arrangements to procure all materials like cement, steel, binding wire and others required for the work, at his own cost.
2. The contractor shall always purchase the steel as fresh as possible after manufacture and he shall on demand by the Executive Engineer, furnish a laboratory test certificate of a character meeting with the approval of the consignment of steel rods and for each category of rods.

The quality of steel procured shall be with the I.S.I. Standards the quality tests shall be conducted by the contractors at their own cost in the Government testing laboratories (or) in the laboratories of P.W.D if available at various stages, P.W.D. has liberty to confirm the quality of the materials supplied By the contractor at various levels and stages at their own laboratory at the cost of contractor.

3. The Executive Engineer shall reject any steel which is proved to be not according to standards.

B. MEASUREMENT

The measurement will be taken as per the specifications and units mentioned in the Schedule "A"

The Engineer in-charge will supply drawing for adoption.

SPECIAL CONDITIONS

1. The contractor shall be responsible for the safe custody and storage of the materials under dry condition at the places approved by the Executive Engineer.
2. No royalty shall be charged where due for materials quarried from the Public Works Department (or) Government quarries. Assistance as necessary will be given to the contractor by the Department to obtain access to quarries approved by the Executive Engineer, plot rent shall be charged so far material stocked in the Department land during the course of construction provided such materials are removed in a month after the works are completed.
3. The contractor should make his own arrangements for providing approach road to the work site for which no extra will be paid to him on completion of the work the contractor shall not permitted to remove the materials laid for formation of road. If the contractor is allowed to use the existing roads he shall maintain it in good condition at his own cost through out the period of the execution of work.
4. Reference to TNPB No. in the Schedule of quantities referred to Vol 1 and Vol.II of 85 and 88.

CONTRACTOR

Executive Officer,

5. The contractor shall abide by the contractor labour regulation of the P.W.D. framed by the Tamil Nadu Government.
6. The contractor should bear his own expense for providing safety materials for any labourer during work and all the types of works and on his failure to do so Government shall be entitled to provide the same and the cost will be recovered from the contractor.
7. When there are any complaints of non-payment of wages, the labour bill of the contractor maybe withheld pending clearance certificate obtained from the labour Department.
8. Any amount fallen due to the contractor even after effect in recovery from his bill for this work and other works and due to the contractor will be arranged to be recovered from the contractor under provision of revenue recovery act.
9. The Executive Officer may put an end to the agreement at his opinion at any time.
10. Provided in respect of work costing above Rs.2500/-a notice of 10 days shall be given in writing before such termination of work or for subletting for the portion of the work for any other reason.
11. And provided that in the case of bad work (or) materials, action will be taken as provided in the clause TNDSS.27 (c) Standard Preliminary specification.
12. When an agreement is terminated under the clause (10) above the Officer terminating the agreement shall have the option to take over any or all the materials and other equipments at a value of assessed by him and of the contractor does not agree to this, he shall clear the site by removing at his own cost of all such materials, equipment within 10 days from the termination of the agreement, failing which the Government may remove and settle the same after holding the posts and removal and sale to the credit of the contractor.
13. Contractor's rates for the different items of the work involving the uses of cement are inclusive of the cost of cement.
14. The contractor shall be responsible for the safe custody and proper storage of material at the place near the work spots approved by the Executive Officer.

CONTRACTOR

Executive Officer,

CONDITIONS FOR SANITARY ARRANGEMENTS

Rules for the provision of health and sanitary arrangements for workers employed by the P.W.D and its contractors

The contractor's special attention is invited to clauses of General condition of contract in T.N.P.B Vol.II and he is requested to provide at his own expenses the following amenities to the satisfaction of the Executive Officer.

FIRST AID:

At the work site it shall be maintained easily accessible place first aid appliances and machines including an adequate supply of sterilised dressings and cotton wool. The appliances shall be kept in a good order. They shall be placed under the charges of a responsible person who shall be readily available during working hours.

DRINKING WATER:

- a. Water of good quality fit for drinking purpose will be provided for the work people on /a/scale not less than three gallons per head per day.
- b. Where drinking water is obtained from intermittent Public Water supply, each work shall be provided with storage tank where such drinking water shall be stored.
- c. Water supply and storage shall be at a distance of not less than 50 feet from any latrine, drain, or other existing well, when the well is within 50 feet of a drain, or any other source of pollution, the well will be properly closed before water is drawn from it for drinking, all such well shall be entirely closed on the top and be provided with a trap door which shall be dust and water proof. The trap door shall be locked and opened only for cleaning or inspection, which shall be done atleast on a month.
- d. A reliable pump shall be fitted to each covered well.

WASHING AND BATHING PLACES:

Adequate washing and bathing places shall be provided separately for men and women, such places shall be kept clean and in drained condition cleaning of vessels or washing could not be allowed in or near by drinking well.

CONTRACTOR

Executive Officer,

LATRINE AND URINALS:

In every work place, latrine and urinals shall be provided, in accessible places and the accommodations separately for each of them shall be on the following scale upon the scale so directed by the Executive Engineer in a particular case.

- i. Where number of persons employed, do not exceed 50-2(two)
- iii. Where number of persons employed, exceed 50 but does not exceed 100- 4 (Four)
- iii. For every additional 100 Persons.

ADD at the rate of 3%.If woman are employed separate latrines screened from those for men shall be provided on the same scale Except in work places provided with water flushed latrines dry type latrine with receptacle or dry earth system which will be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition shall be provided.

The excretes from the latrines shall be disposed off at the contractor's expenses, in outlay pits approved by the Local Public Health Authority. The contractor shall also employ adequate number of scavengers and conservatory staff to keep the latrine and urinals in clean condition.

SHEDS FOR WORKMEN:

At the work site, there shall be provided free of cost two suitable sheds one for meals and another for rest for the use for labourer.

ii. The contractor should provide at his own expenses for housing the workmen. The sheds shall be on a standard not less than the cheap shelter type. A floor area of about 8 for two persons shall be provided. The sheds are to be in a row with a clean space between sheds, condition permits. The workpeople camp shall be laid out in units of 400 persons. Each unit shall have a space of 40 feet around.

iii. At every work place at which 25 or more women working ordinarily employed there shall be provided two huts of suitable size for the use of children, under the age of 6 years along to such one that shall be used for infant play as whereas their bed room. The hut shall not be constructed in 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 number of the crèches should vary, according to the number of women workers. The crèches should be properly maintained and necessary equipments like Toys etc. should be provided and huts be provided with suitable and sufficient sweepers to keep the place clean. There shall be ayah in attendance sanitary urinals shall be provided to the satisfaction the Health Officer of the area concerned.

CANTEEN:

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

CONTRACTOR

Executive Officer,