

**STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU
LIMITED
19-A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI-8**

T. No.03/2022-2023

TENDER DOCUMENT

FOR

Operation and maintenance of the Green Parking at SIPCOT Industrial Park, Oragadam for a period of 36 months (Three years) (the work includes collection of parking fees, maintaining all the amenities and the Parking area inside the Green Parking) in Kancheepuram District.

E.M.D. Rs. 48,400 /-

TENDER DUE ON: 11.05.2022

TENDER SUBMITTED TO:

**The Superintending Engineer,
SIPCOT Ltd.,
19-A, Rukmani Lakshmipathy Road,
Egmore, Chennai-600 008.**

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU
LIMITED
TENDER NOTIFICATION

1. Tenders for the work of

Operation and maintenance of the Green Parking at SIPCOT Industrial Park, Oragadam for a period of 36 months (Three years) (the work includes collection of parking fees, maintaining all the amenities and the Parking area inside the Green Parking) in Kancheepuram District are invited by **the Superintending Engineer, SIPCOT Ltd., 19-A, Rukmani Lakshmipathy road, Egmore, Chennai 600 008.**

2. Tender Schedule can be available by down loading from the Web Site **www.tender.tn.gov.in**. The applicants can use such downloaded forms to submit the tender document. No cost towards tender forms shall be required to be paid by those who use the forms downloaded from the designated website / internet. The duly filled in tender documents are to be submitted directly to the address mentioned above.

3. Tenders will be received in SIPCOT Ltd, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008 on **11.05.2022** till 3.00 PM and the tenders will be opened on the same day at 3.30 P.M. in the presence of the tenderers or their authorized agents present at the time of opening.

4. Tenders must be submitted in sealed covers and should be addressed to the **Superintending Engineer, SIPCOT Ltd, 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008.** The name of the tenderer and the name of the work, date and time of opening of tender shall be noted on the cover.

5. The tenders will be scrutinized by an Evaluation Committee constituted for this purpose.

6. If the tender is made by an individual, it shall be signed with the full name and his address shall be given. If it is made by a firm, it shall be signed with

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the co-partnership name, by a member of the firm, who shall also sign his own name and the names and addresses of each member of the firm shall be given.

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

8. The parking charges per Vehicle shall not be more than Rs.140/- per Day. Day means 24 Hours from the time of issue of token.

9. All tenderers should produce a copy of latest Income Tax return/ and GST Registration duly attested by the Gazetted officer/Notary Public.

10. The tenderer must not have been debarred or black listed or terminated by any of the Central / State Govt. Departments /Govt. Undertakings/ Boards.

11. The tenderer should inspect the site and satisfy himself before quoting the rate.

12. If the quoted amount is less than the upset price in sealed bid, the tenderer will be disqualified, even if the tenderer is highest one in the tender. The highest quoted amount will be considered as qualified.

13. When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the SIPCOT Office, Chennai-8 before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the period so specified, his tender will not be considered. He shall forthwith upon intimation being given to him by the SIPCOT, on acceptance of his tender, shall produce Caution Deposit. He should also produce Non-Judicial Stamp Paper for the value of Rs.100/- for preparing Agreement. He shall then sign the original agreement first, which will be

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accepted and signed by the competent authority of SIPCOT. The Caution Deposit together with the EMD and the amount with held shall be retained as security for the due fulfillment of his contract. Failure to enter into the required agreement or to make the Security Deposit as defined in the paragraph within 15 days from the intimation shall entail forfeiture of the EMD. The written agreement to be entered into between the contractor and the SIPCOT shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of SIPCOT.

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

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

16. The tender of the contractor who agrees to employ the maximum number of ex-servicemen (number to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on this in their covering letter.

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17. Only tenders received within the prescribed time and date will be considered. Tenders received after 3.00 p.m. on the tender date (late tenders) will not be taken into account and will be summarily rejected.

OTHER CONDITIONS OF CONTRACT

1. The tenderer must have a minimum turn over of Rs.1,14,91,500.00/- (Rupees One Crore Fourteen Lakhs Ninety One Thousand and Five Hundred Only) in any one of the preceding Five Years.

2. Tenders not accompanied with the notified **EMD** in the acceptable form shall be rejected.

3. The **EMD** will be retained in the case of successful tenderer and will not carry any interest. It will be refunded after satisfactory completion of work and smooth transfer of the works to the next incumbent after expiry of the contract period.

4. The **EMD** paid by unsuccessful tenderers will be refunded.

5. The performance of the Tenderer will be reviewed once in six months. If the performance is found satisfactory, then the contract may be extended. If the performance is found unsatisfactory, the contract will be terminated with 30 days advance notice and the deposits will be forfeited.

6. The successful tenderer must pay as **Caution Deposit** a sum of Rs.----- (Rupees ----- Lakhs only) **(5 times of the quoted rate per month)** in the form of Demand Draft from a scheduled Bank in favour of SIPCOT Ltd, Chennai-8 payable at Chennai, (in the name of tenderer / firm only) which will not carry any interest and the same will be refunded after satisfactory completion of work and smooth transfer of the works to the next incumbent after expiry of the contract period.

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7. Only after fulfilling the above condition, the work order will be issued. The **EMD** shall be forfeited, if he does not adhere to the payments aforesaid.

8. On receipt of intimation of acceptance, the successful tenderer shall attend the office of SIPCOT Ltd, Chennai 600 008 within 15 days and shall sign in the agreement in the proper departmental form for the due fulfillment of the contract.

9. The Date of commencement of collection of parking fee will be the date in which the site is handed over to the Tenderer which shall not be later than fifteen days from the date of work order. The period of License shall be 36 months (three years) from the date of commencement.

10. Over writings or conversions of figures, or corrections, where unavoidable should be made by crossing out, initialing dating and rewriting. In case of difference between the rate quoted in figures and words, the higher of the two will be considered.

11. The tenderer shall sublet the amenities to any other person. Dispute if any has to be sort-out by the tenderer.

12. The tenderer shall take risk insurance at his cost against losses due to unprecedented floods and other acts of Nature and the SIPCOT Ltd. will not bear the cost towards such damages.

The contractor has to take insurance for the contract values and the coverage should be for the contract period including the EOT period, if any granted for this work.

13. The SIPCOT besides the periodical review, reserves its right to cancel the license either in part or in whole, in case of poor performance, misrepresentation of facts, non-compliance of the terms & conditions, rules and regulations, safety codes etc., by giving 30 days advance notice, in which case the deposits paid will be forfeited.

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14. In addition to the License fee, all other taxes are to be borne by the Tenderer, as amended by the State/Central Government from time to time.

15. The Tenderer would be responsible for all breakages or loss of any property attached to the Truck Terminal as well as that of the co-agencies working in the terminal (movable, immovable in this Terminal) attributable to the Tenderer's negligence and the cost of such damages/replacement would be borne by the Tenderer.

16. Any amount due from the Tenderer over and above the deposits remaining with SIPCOT can also be recovered under the Tamilnadu Revenue Recovery Act, as amended from time to time.

17. The courts of Chennai shall have the exclusive jurisdiction in all matters pertaining to this License.

18. The validity of the tender shall be 90 days from the last date for receipt of tender.

19. SIPCOT reserves the right to reject any tender or all the tenders received without assigning any reason therefor.

20. Any default in payment or breach of non-fulfillment of tender conditions by the Tenderer, the license shall be deemed to be automatically cancelled and no further communication would be sent in this regard separately.

21. The contractor must implement all the statutory provisions to workmen engaged by him to carryout the said works, especially **the provisions of EPF Act 1952** and its miscellaneous provisions by maintaining the relevant records, producing all the relevant documents/returns to the statutory authorities.

22. The contractor shall engage workmen of **age not less than 18 years and greater than 58 years.**

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23. The minimum wages as per Minimum Wages Act shall be paid by the contractor without any additional claim from SIPCOT.

24. The Tenderer will be permitted to collect parking charges per day (i.e., charges shall be collected for the period of 24 hours from the time of parking the vehicle

25. The parking charges per vehicle should not be more than (i.e. 24 Hours) **Rs.140.00** (Means 24 Hours from the time of issue of token)

26. The Tenderer shall have to fix a display board at his cost in the prominent place for informing the prescribed parking charges as mentioned along with the address and Contact Numbers of the Tenderer.

27. No excess amount against the above prescribed charges shall be collected. The excess fee collection, in any will lead to levy of penalty as mentioned below:

On receipt of complaints on Excess fee collection for the

1. First time – Rs. 5000/-
2. Second Time – Rs.10000/-
3. Third Time – Rs.20000/- & Cancellation of License

28. No amount should be collected for Government vehicles and VIP vehicles.

29. The Tenderers will not be permitted to carry out any type of new construction activity in any form such as permanent/temporary sheds (or) to alter the existing parking places etc.

30. If any modification essentially required, he has to get permission from the SIPCOT officials for such modification and the modification made is the property of SIPCOT and will not bear any cost towards the modification.

31. The Tenderers should maintain a Complaint Register in the Parking places and allow the public to register their complaints if any, in the Register which will frequently be inspected by the inspecting staff/officials of SIPCOT.

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32. The parking shall not be used for any other commercial purpose in any form.

33. Tenderers shall have to issue a token to all the users when parking their vehicles, indicating all details such as the Registration Number of the Parked vehicles, in-time of the parking and date of parking of vehicles etc.

34. While parking the vehicle in the parking area, a responsible person has to be available in the vehicle. The Tenderer should provide display board accordingly.

35. The CCTV Camera with recording facility (CCTV Surveillance System) should be installed by the successful Tenderer at his own cost.

36. CCTV Surveillance System should be maintained in running condition 24 x 7 by the Tenderers at his own cost for the entire license period and on completion of the license period the Tenderer should remove the CCTV Surveillance.

37. A clock that can be read easily by day or night showing the time on 24 hour basis has to be installed.

38. The Tenderer will print computerized tickets containing therein the ticket number, the charges leviable as parking fee, time, Date and handed over to the owner of the vehicle at the time of entry.

39. Apart from these terms and conditions, the Tenderer should adhere the instructions issued from time to time by the SIPCOT.

SPECIAL CONDITIONS

The site of construction is located at **SIPCOT Industrial Park, Oragadam**. Attached hereto are the tender drawing giving the general layout, details and sanctions of the proposed works. Further details and working drawings necessary for execution of the construction of work will be prepared

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and issued by SIPCOT from time to time. All the works shall be carried out in accordance with the instructions and directions given by the SIPCOT Officer in-charge of the work from time to time.

1. Submission of the tender shall mean that the contractor has seen the site and studied the plans, specifications, conditions and instructions and agree to abide by the same and execute an agreement with the employer. For the work engaged he must satisfy himself to the nature of the soil, facilities for access and storing of materials and other site condition.

2. Withdrawal of the tender when it is once accepted or failure on the part of the successful tenderer to execute the contract agreement within seven days after intimation being sent of acceptance of the tender would entail forfeiture of the Earnest Money.

3. In complying with these conditions and the specifications, schedule of quantities and contract agreement, the following works shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- a. "Employer" shall mean "SUPERINTENDING ENGINEER", SIPCOT LIMITED, CHENNAI-8 and shall include their representative / and assigns / or successors.
- b. "SIPCOT" shall mean State Industries Promotion Corporation of Tamilnadu Limited and shall include their legal representative/s/ and assign/s/ successors.
- c. "Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the employer for the contractor's use.
- d. "This Contract" shall mean the Articles of Agreement, the conditions, the appendix, the schedule of quantities or specifications attached hereto duly signed.
- e. "Notice in writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known

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private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

- f. "Act of Insolvency" shall mean an act of insolvency as defined by the Provincial Towns Insolvency Act or any other Act amending such original.
- g. "Net Prices": If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in tender as the price of that item. A similar percentage or proportionate sum provided of the sum so added or deducted by the contractor, the total amount of any price cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or net prices when used with reference to the contract or amounts shall be held to mean or process so arrived at". Words importing persons including firms and corporations. Words importing the singular also include the plural and vice versa where the context so requires.

4. PROJECT OFFICER:

The term Project Officer shall mean the person duly authorized to inspect the work in the absence of the Employer, the contractor shall offer the Project Officer/SIPCOT every facility and assistance for inspecting the operation and maintenance of Truck Terminal. The Project Officer shall have power to give notice to the contractor or to his representatives for non remittance of rental payment or for any other cause. The work will from time to time be examined by the Project Officer or any site officer not in any way to exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the contractor shall take instructions only from the SIPCOT officer.

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5. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

The contractor shall be responsible for all injury to persons animals or things and for all structural and destructive damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever, in any way connected with the carrying out of this contract. This clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, any damage to roads, streets, footpaths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any such Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The contractor shall reinstate all damage of every source mentioned in this clause, so as to deliver up the share of the contract works completed and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The contractor shall indemnify the Employer against all claims which may be made against the Employer by any number of the public or other third party in respect of anything which may arise in respect of the contract, with an approved office, a policy of insurance in the joint names of the Employer and the contractor against such arise and deposit such policy or policies with the Employer from time to time during the currency of this contract. The contractor shall similarly indemnify the Employer against all claims which may be made upon whether under the workmen's Compensation Act or any other statutes in force during the currency of this contract or in common law in respect of any employees of the contractor or any sub-contractor and shall at his own expenses effect and maintain, until the virtual completion of the contract, with an approved office, a policy of insurance in the joint names of the Employer and

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the Contractor against such risks and deposit such policy or policies with SIPCOT from time to time during the currency of the contract.

The contractor shall be responsible for anything, which may exclude from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or effective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damage arising there from, arising from any such industry or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

The employer with the concurrence of the Site Officer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses and or occurring from or in respect of any such claim or damage from caution deposit or any sum due or to become due to the contractor.

6. The contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire in an office, to be approved by the SIPCOT in the joint names of the Employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium for such further sum being allowed to the contractor as an authorized extra such policy shall cover the property of the Employer only. The contractor shall deposit the policy and receipt for the premium with the Employer within twenty one days from the date of signing the contract. Unless otherwise instructed by the SIPCOT in default of the contractor, insuring as provided above, the Employer on his behalf may so insure and may deduct the premium paid from any amount due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, the work reinstated by Insurance Office should they elect to do so, proceed with all due diligence with the completion of

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the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or SIPCOT in default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premium paid from any money due or which may become due to contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as SIPCOT site officer deems fit.

7. DATE OF COMMENCEMENT AND COMPLETION:

Date of commencement will be reckoned as actual date of handing over of site to the Contractor or 15 days after the receipt of work order whichever is earlier. The contractor shall be allowed admittance to the site on the "Date of commencement" stated above and he shall there upon complete the same on or before the 'Day of completion' stated in the condition 25 subject nevertheless to the provision for extension of time hereinafter contained.

8. FAILURE BY CONTRACTOR TO COMPLY WITH SIPCOT INSTRUCTIONS:

If the contractor after receipt of written notice from the Employer requiring compliance within ten days, fails to comply with such further drawings/and/or SIPCOT officer's instructions, the employer with the advice of the site officer, may employ and pay other persons to execute any such work whatsoever that may be necessary to the effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the Employer on the certificate of the site officer as a debit or may be deducted by him from any money due or to become due to the contractor.

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9.TERMINATION/DETERMINATION OF CONTRACT BY THE EMPLOYER:

- a. If the contractor being an individual or firm commit any "act of insolvency" or shall be adjudge insolvent or being an Incorporated Company shall have an order for compulsory winding up made, against with or pass an effective resolution for winding up voluntarily or subject to the liquidation, such acts of insolvency or winding up shall be liable within seven days after notice to him inquiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and to give security, there for, if so required by the employer or if the contract (whether an individual, firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign or sublet to this contract without the consent in writing of the Employer/Project Officer first obtained or shall charge or encumber this contract for any payments due or which may become due to the contractor there under, or if the Project Officer shall certify in writing to the Employer that the contractor,
 - ii) has abandoned the contract, or
 - iii) has failed to commence the works, or had without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Employer/Project Officer, written notice to proceed or
 - iv) has failed to proceed with the works with such due diligence and failed to make such rental payment in time.
 - v) has failed to remove materials from the site or pull down and replace work for seven days after receiving from the Project Officer's written notice that the said materials or work were condemned and rejected by the Employer/Project Officer under these conditions or
 - vi) has neglected or failed persistently to observe and perform all or any of the facts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have

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been given to the contractor requiring the contractor to observe or perform the same or

vii) has to the detriment of good workmanship or in defiance of the Employer/Project Officer's instructions to the contrary subject any part of the contract. Then and in any of the said cases the Employer with the written consent of the Project Officer, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor determine the contract, but without hereby affecting the functions of the Project Officer or the obligations and liabilities of the contractor, the whole of which shall/continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the contractor, and further the employer on the recommendation of the Project Officer may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utilities and materials lying upon the premises or the adjoining lands or roads, and use the same at his own property nor may employ the same by means of his own servants and workman-in-carrying "on" and completing the works or by employing any other contractor or other person or persons to complete the works and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing the finishing or using the materials and plant for the works. When the Employer/Project Officer shall give a notice in writing to the contractor to remove his surplus materials, tools and plant, and should the contractor fails to do so within a period of 14 days after receipt thereto by him, the employer shall sell the same by public auction and shall give credit to the contractor for the amount realized. The Project Officer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to, in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the

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Employer, as the case may be and the certificate of the Project Officer shall be final and conclusive between the parties.

b) After, determining the contract, SIPCOT shall have the right to give any part or whole of the unexecuted balance work to any other contractor, in which case any expenses which may be incurred in excess of such amount which would have been paid to the original contractor if the whole work had been executed by him, will be recovered from him. For this purpose, the amount will be deducted from the money due to him from SIPCOT on any account whatsoever. But if the expenses incurred by SIPCOT are less than the amount works out as per original agreement rate, than the difference will not be paid to the Contractor, as he is a defaulter.

10. FORFEITURE OF CAUTION DEPOSIT:

The Caution Deposit along with EMD is liable to the forfeited in case, where the contractor fails to carry out the work in accordance with the specifications, terms and conditions of the Contract, and non remittance of rental payment leading to termination of the contract.

11. Notwithstanding anything contained in the agreement, instructions of the employer shall be final and binding on the contractor and in respect of all or any of the matter under clauses 2 to 32 above and the clauses stipulated shall not contradict the TNBP.

12. SETTLEMENT OF DISPUTES:

In case of any difference or dispute shall arise between the parties hereto in respect of any of the matter comprised in this contract, the jurisdiction of the court shall be at Chennai.

13. The contractor shall form his own approach road in the works site for which no extra will be due to him. On completion of work, the contractor shall not be permitted to remove the materials laid for formation of road. If the contractor

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is allowed to use the existing roads, he shall maintain them in good condition at his own cost throughout the period of the contract.

14. Any surplus materials remaining at the site, will not generally be taken over by SIPCOT, whether before or after the completion or determination of contract. Such materials which were originally procured by the contractors are the property of the contractors and can however be taken over by the SIPCOT if required, for use on other works which are in progress only by special arrangements and at the prevailing market rates viz. the rates at which the articles or articles of a similar description can be procured at a given time at the storage godown from public market suitable in the division for obtaining supply thereof.

15. The contractor's special attention is invited to clause 42 of the General conditions to the contract of TNBP and he is requested to provide shed, latrine and urinal for his workmen at his own expenses.

16. The contractor shall abide by the contractor's labour regulations of the PWD framed by the Tamilnadu Government.

17. When there are complaints of non-payment or wages to the labour, bills of the contractor could not proceed with the operation and maintenance pending a clearance certificate from the labour Department.

18. RULES FOR THE PROVISION OF HEALTH AND SANITARY FOR WORKERS EMPLOYED BY THE SIPCOT CONTRACTORS

The contractor's special attention is invited to clause 37,38,39 and 51 of the General Conditions to contract in Tamilnadu Building Practice and he is requested to provide at his own expenses, the following amenities to the satisfaction of the officer.

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a. FIRST AID:

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

b. DRINKING WATER:

- i. Water of good quality fit for drinking purpose shall be provided for the work people on a scale of not less than a gallon per head per day.
- ii. Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage tank where such drinking water shall be stored.
- iii. Every water supply and storage shall be at a distance not less than 50 feet away from any latrine, drain or other existing well which is within such proximity of latrine, drain or any other source of pollution. The well shall be properly closed, if water is drawn from it for drinking. All such wells shall be entirely closed and be provided with a trap door and shall be dust and water proof.

A reliable pump shall be fitted to each covered well. The trap door, shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

c. WASHING AND BATHING PLACES:

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

d. LATRINE AND URINALS:

There shall be provided within the premises of every work place and accommodation for labourers latrines and urinals in an accessible place

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separately for each of them. The number of seats to be provided shall not be less than the following in any particular case.

- | | | | |
|------|--|---|---------|
| i. | Where the number of persons employed does not exceed 50 | - | 2 seats |
| ii. | Where the number of persons employed exceed 50 but does not exceed 100 | - | 3 seats |
| iii. | For every additional 100 persons | - | 3 seats |

Except in work places provided with water flushed latrine connected with a water borne sewerage system, all latrines shall be provided with receptacle dry earth system which will be cleared atleast four times daily and atleast twice during working hours and kept in a strictly sanitized conditions.

The latrine and urinals shall be tarred inside and outside atleast once a year. The excreta from the latrines shall be disposed off at the contractor's expenses in outside pits approved by the local Public Health Authority. The contractor shall also employ adequate number of scavengers, conservancy staff to keep the latrine and urinals in a clear condition.

19. GENERAL RULES TO SAFETY EQUIPMENT AND FIRST AID:

ARTICLE – 10

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

ARTICLE – 11

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

ARTICLE – 12

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

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ARTICLE – 13

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

20. SPECIAL CONDITION FOR GST:

The unit rates offered shall be inclusive of **All Taxes and levies by the Central or State Governments or Local Authority as applicable except GST** including any variation during contract period and any agreed extension of time. No claim in respect of Tax and levies by the Central or State Governments or Local Authority whether existing or future shall be entertained. **Rates shall also be inclusive of all incidental charges and charges for taking all Insurance Policies, such as CAR Policy, Workmen's Compensation, Third Party Liability, Transport Policy, etc.**

The GST value as mentioned in Schedule – A is the applicable GST at the time of execution of the agreement. Any changes in the value of the GST in the future will be applicable and the contractor is bound to pay the same as and when demanded.

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

21. RECOVERY/UNDER REVENUE RECOVERY ACT:

Whenever any amount has to be paid by the contractor in view of determination of the contract by virtue of clause 57.4 or any amount that may be due or may become due from the contractor under these presents and the contractor is not responding to the Government shall be entitled to recover the said amount under the provision of the Tamil Nadu Revenue Recovery Act 1864 (Tamil Nadu Act V of 1864).

CONTRACTOR

22. The contractor should facilitate the **Project Officer, SIPCOT Industrial Park, Oragadam** for compliance under EPF & MP Act, 1952 for this work. The contractor has to produce documentary proof for minimum wages Act, PF, ESI etc., without violation of labour law in connection with the labour employed for the execution of this work.

ADDITIONAL SPECIAL CONDITIONS:

1. The Contractor should not collect more than the prescribed amount shown in the Tender Notification. If any complaint is received regarding collection of higher rates and found to be proved, penalty will be levied as indicated in the Tender Notification, besides the contract of license is liable to be cancelled after due notice.

2. The Contractor shall have the right to exhibit the Boards at the entry gates which may indicate the rates and charges for the entry of vehicles in his/their own cost.

3. The Contractor should keep the parking areas neat and clean always and should not use the parking areas for any other purpose except parking.

4. The Contractor should not make use of the areas other than the areas specified as parking areas/roads, for parking and collecting fee.

5. The Contractor should demarcate the parking slots at his cost and maintain them free from encroachments by hawkers etc.

6. No damage should be caused to the SIPCOT property such as roads, floorings, buildings, light fittings, roof cover, landscaping, parking bays etc. where parking is permitted.

CONTRACTOR

7. The Contractor should handover the possession to SIPCOT after the tenure. If any missing, they will have to replace it by new one or else the cost of replacement will be recovered from the Contractor deposit amount.

8. The Contractor is solely responsible for theft or loss of vehicles parked and no claim or litigation will be entertained on this account. He should engage as many parking attendants as it deemed necessary and pay wages to them at his own cost.

9. The Contractor is solely responsible for the award of benefits such as Group Insurance Provident Fund, EPF, ESI facilities to his employees. The Contractor shall adhere to various labour laws in the matter of employment of his men put to collect the parking fee and maintenance activities the SIPCOT will not vouchsafe any deficiencies of the Contractor in the matter of adherence of this condition.

10. Parking of vehicles should under no circumstances be permitted beyond the demarcated area.

11. SIPCOT will not compensate for '**NIL**' collection of fee due to bandhs, holiday and strikes and any other reasons.

12. Any breach of conditions of this tender will entail cancellation of the agreement without further notice.

13. The Contractor should maintain Statistics of the vehicles coming to the Truck Terminal every day.

14. If the SIPCOT revises the rates, the Contractor should obtain a specific order from the Managing Director, SIPCOT Ltd, Chennai 600 008, after payment of additional license amount proportionate to the increase in tariff.

CONTRACTOR

15.The Contractor shall remove from work, his workers, who are found to be negligent in their duties.

16.The Contractor shall take necessary insurance cover for accidents and towards any other dues that would become payable by him under "Workmen Compensation Act" or any other statute that would be applicable and on no account SIPCOT will be liable to pay under this account.

17.The SIPCOT will not be responsible for any personal injury or loss to the representatives / workers of the Contractor or loss of materials of the Contractor.

18.The Contractor would indemnify SIPCOT against all liabilities and amount that may become payable due to lapse, non-compliance of any statutory obligations by him.

19.The Contractor shall report immediately to the maintenance staff, any incidence/evidence that may indicate or is likely to lead to problems/collapse of the system and to immediately take emergency corrective steps to avoid any major quarrel/damages to the systems.

20.The Contractor should observe all disciplinary and safety codes applicable in general and should work in coordination with other maintenance agencies for the overall benefit of the Terminal.

21.The Contractor shall carryout any other instruction given from time to time by the Officials of SIPCOT.

22.Though the agreement is for three years, the performance of the Contractor will be reviewed periodically.

23. The SIPCOT besides the periodical review, reserves its right to cancel the license either in part or in whole, in case of poor performance,

CONTRACTOR

misrepresentation of facts, non-compliance of the terms & conditions, rules and regulations, safety codes etc., by giving 30 days advance notice, in which case the deposits paid will be forfeited.

24. In the event of the work being transferred to any other officer of SIPCOT, the officer concerned having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in-favour of the SIPCOT.

25. In addition to the Electricity charge, Water charges payable to SIPCOT, Panchayat Tax, License fee, GST, Educational Cess, Surcharge etc. are to be borne by the Contractor.

26. Income Tax at prescribed rates under section 206C of Income Tax Act has to be remitted by the Contractor.

27. In case of delay in payment by Contractor beyond the prescribed periods, Contractor shall be liable **to pay interest at 18% per annum** or part thereof on the entire amount due.

28. The Contractor shall **NOT ALLOW female members for staying in the Dormitory buildings.**

29. The contractor should produce the log book extract and the copies of bills made for the vehicles parked during every month to the Project Officer, Oragadam.

APPENDIX HEREIN BEFORE REFERRED TO CLAUSE NUMBERS

1. Period of contract	Three Years
2. Date of commencement of the Work	The date of commencement of the work will reckon from the date of handing over of site.
3. Earnest Money Amount	Rs. 48,400/-
4. Caution Deposit	5 times of the quoted rate per month

CONTRACTOR

PENAL ACTIONS**RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:**

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

RECOVERY/UNDER REVENUE RECOVERY ACT:

Whenever any amount has to be paid by the contractor in view of determination of the contract by virtue of clause 57.4 or any amount that may be due or may become due from the contractor under these presents and the contractor is not responding to the SIPCOT shall be entitled to recover the said amount under the provision of the Tamil Nadu Revenue Recovery Act 1864 (Tamil Nadu Act V of 1864).

CONTRACTOR