

..sd/.....
Executive Engineer, PWD.,
Buildings (Construction & Maintenance) Division
Coimbatore -641 001.

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SECTION ITENDER APPLICATION

From

Dated

To

The Executive Engineer, P.W.D.,
Buildings (Construction and Maintenance) Division,
Coimbatore – 641 001.

Sir,

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

as shown in the drawings and described in the specifications deposited in the office of the Executive Engineer, P.W.D., Buildings (Construction and Maintenance) Division, Coimbatore with such variations by way of alterations (or) additions in and omission from the said works and method of payment as are provided for in the conditions of contract for the sum of Rs...../- (Rupees (to be entered in words and figures.)

or such other sum as may be arrived at under the clause of the Standard Preliminary Specifications relating to payment on lumpsum basis or by final measurements at unit prices”.

2. I/we have also completed the priced list of items in schedule “A” annexed (in words and figures) for which I/we agree to execute the work and receive payment on measured quantities as per the general conditions to the contract.

3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the Tamilnadu Building Practice and the general conditions to the contract there in and the Tamilnadu Building Practice Addenda Volume; and that I/We have made such examination of the contract documents and of the plans, specifications, quantities and of the location, where the said work is to be done, and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of the same and the requirement, Covenants, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I /we will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, stipulations restrictions and conditions.

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4. I/We
being a registered Public Works Department contractor enclose an Income Tax verification certificate / 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 a chalan for the payment of Rs.
(Rupees)
.....) as
Earnest Money not to bear interest (to be entered in words and figures).

5. (i) (b) I / We have paid Rs. (Rupees only)
as Earnest Money Deposit Since I am/we are
and eligible to pay the Earnest Money Deposit at concessional rates.

5. (i)(c) In lieu of cash deposits, I / We have enclosed a
.....bearing No.
Dated issued by
.....
for a value of Rs. (Rupees only)
drawn/endorsed/pledged in favour of the Executive Engineer, P.W.D., Buildings
Construction and Maintenance Division, Coimbatore.

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

6. If my / our Tender is not accepted, this sum shall be returned to me / us on my / our applications when intimation is sent to me/us for rejection 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 Deposit shall be retained by the Government as security for the due fulfilment of the contract. If upon intimation being given to me/us by the authority authorized by the Governor under Article 299 (i) of the constitution (hereinafter called the accepting authority) of acceptance of my/our tender and if I/we fail to make the additional security deposit, or to enter into required agreement (as specified in class IV of the tender notice) then I/We agree to the forfeiture of the Earnest Money Deposit. Any notice required to be served on me/us hereunder shall be sufficient served on me/us if delivered to me / us personally or forwarded, to me/us by post to (Registered or ordinary) or left at the mail address given herein. Such notice shall, if sent by post be deemed to have been served, on me/us at the time when in due course of post, it would be delivered at the address to which it is sent.

7. I/We fully understand that on receipt of communication of acceptance of tender, from the accepting authority there emerges a valid contract between me/us and the Governor of Tamilnadu and the tender documents i.e., tender notice, tender with schedules. General

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conditions to the contract and special conditions of the tender, negotiation letter, communication of acceptance to tender, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clauses (iv) of tender notice, provided that, it shall be open to the accepting, authority to insist on execution of any written agreement by tenderer, if administratively considered necessary or expedient.

8. I/We have also signed the copy of the Tamilnadu Building Practice and National Building Code and Addenda volume there to, maintained in the office of the Executive Engineer, PWD, Buildings (Construction and Maintenance) Division, COIMBATORE in acknowledgement of being bound by all conditions of the clauses of the General conditions to the contract and all specifications for items of work described by a specification number in Schedule "A".

9. In consideration of the payment of the said sum of Rs. or such other sum as may be arrived at under the clause of the General conditions to the contract relating to payment of 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 drawing serially from Number 1 to inclusive of Schedule (B) and described in the specifications Schedule (C) and to the extent of the probable quantities shown in the Schedule (A) with such variations by way of alteration or additions to or deductions from the said work and method of payment therefore as are provided for in the said conditions.

10. The term "Executive Engineer" in the said conditions shall mean the Public Works officers in charge of the Divisions having jurisdiction for the time being over the work, who shall be competent to exercise, all the powers and privileges reserved herein in favour of the Government with the previous sanction or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under Article 299(1) of the constitution.

11. I / We agree that the time shall be considered as the essence of this contract and to commence the work, as soon as this contract is accepted by the competent authority as defined by the Tamilnadu Public Work Department Code and the site (or premises) is handed over to me/us as provided for in the said conditions and agree to complete the work within 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 provision for extension of time contained in clause 56 of the General conditions to the contract appended to Tamilnadu building practice.

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

13. I am/We are professionally qualified and my/our qualifications are as follows:

I/We in pursuance of clause 18 of Tender Notice under take to employ the following Technical Staff for supervising the work and will see that one of them is always at site during

Contractor

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Executive Engineer, PWD
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working hours personally checking all items of works and paying extra attention to such works as may require (e.g) reinforced cement concrete works.

Sl. No.	Name of technical staff proposed to be employed	Qualification and experience

NOTE : a) The last two clauses should be scored out if the cost of the work involved is less than Rs. 1,00,000/-
b) The tenderer should score out the last clause or penultimate accordingly as they are themselves professionally qualified or under to employ technical staff under them.

14. I /We agree that the Arbitrator for fulfilling the duties set forth in the Arbitration clause of the General conditions to the contract shall be

- a) The Superintending Engineer, P.W.D., of the Bhavani Basin Circle, Erode in case the value of claim does not exceed Rs.50,000/- (Rupees fifty thousand only).
- b) In case of the value of the claim exceeding Rs.50,001/= and above, the remedy will be through the competent civil court only.

(G.O.Ms. No. 1868, M.C. dated 06.09.1984 communicated in Chief Engineer (Buildings)'s Circular endorsement No. CTO/A/155716/ 84 Dated 24.09.1984)

15. On behalf of the Governor of Tamilnadu and as duly authorised by the Governor under Article 299 (1) of the constitution the above tender for a value of Rs.
(Rupeesonly)
Is accepted on this dayof20

Signature of

Designation ;

Contractor

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ANNEXURE. IPARTICULARS TO BE FURNISHED BY TENDERERS

1. Name of Tenderer :
2. Name of work :
3. Date of Tender :
4. Total value of Tender : Rs.
5. Details about E.M.D. Enclosed :
for the 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 the name and place of work,
value of the works, etc., should be
given.)
8. Works under execution (Details about
the name and place of work, value of
the works, etc., should be furnished.)
9. Command of labour in brief :
10. Turnover of previous years
(particulars for a period of
three consecutive years to be furnished)
- 11.. Whether Income Tax clearance
certificate is enclosed ; if not, when it
will be produced.
12. Whether Sales Tax clearance certificate
is enclosed. If not when will it be
produced ?

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1. Name :

Qualification
certificate :

:

Experience

2. Name :

Qualification
certificate :

:

Experience

(or)

3. Name :

If retired Civil Engineer
Designation and date
of retirement.

(Copy enclosed)

4. If any other particulars :

Contractor

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Executive Engineer,PWD
Buildings(C&M)Division, Coimbatore.

Lumpsum Contract Tender Notice

For and on behalf of Governor of Tamilnadu ,sealed tender will be received by the Executive Engineer, P.W.D., Buildings (Construction and Maintenance) Division, COIMBATORE.1 at his office up to 15.00 hours on ...**31.05.2022....** for the work of **Construction of Veterinary Dispensary Building at Vadugapatti of Mulanur Block in Tiruppur District.**

The tenders so received on**31.05.2022.....** and those received by post up to 15.00 hours on**31.05.2022.....** will be opened on**31.05.2022.....** at 15.30 Hours.

The tender should be in the prescribed form obtainable from the office of the Executive Engineer, P.W.D., Buildings Construction and Maintenance Division, Coimbatore.1 opened at the place and on the date afore mentioned at 15.30 Hours. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tenderer receiving officer will, on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. If any tenderers or their agents find it inconvenient to be present at the time, then in such a case the tender receiving officer will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.

2. Tenders must be submitted in sealed covers and should be addressed to the Executive Engineer, P.W.D., Buildings (Construction and Maintenance) Division, COIMBATORE.1, the name of the tender and the name of the work being noted on the cover.

If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his own name and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by and 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.

3. Each tenderer must also sent a certificate of Income Tax verification form the appropriate Income-Tax authority in the form prescribed therefore. This certificate will be valid for one year from the date of issue for all tenders submitted during the period.

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

If the tenderer is a registered P.W.D., contractor and if a certificate for the current year has already been produced by him during the calendar year in which the tender is made, it will be sufficient if particulars regarding the previous occasion on which the same certificate was produced are given.

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

4. Each tenderer must pay as Earnest Money a sum of **Rs. 32,000/- (Rupees Thirty Two Thousand Only)**

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into the Branch of State Bank of India or in the Government Treasury of Sub Treasury within the jurisdiction of the Executive Engineer concerned to the credit or revenue deposits on behalf of the Executive Engineer P.W.D., Buildings Construction and Maintenance Division, COIMBATORE and enclose with his tender the challan endorsed accordingly. The Earnest Money Deposit can also be paid in any other forms as may be approved by the State Government from time to time as per para 155 of T.N.P.W.D. Code. This earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of three months from the date of tender, whichever is earlier. The refund will be authorised by the Executive Engineer by suitable endorsement on the challan. The earnest money will not be received in cash or currency notes by the P.W.D. officers, except in some exceptional cases. Where there are no Treasuries or Banks within the jurisdiction of the officer calling for tenders. When currency notes are given, the tenderer should sign his name in full with date in the back of all the currency notes given by him, whatever their denominations may be.

The E.M.D. should be remitted in the shape of Small Savings Scrips Deposits, Pass Books, N.S.C., I.V.P. If the Earnest Money is remitted in the shape of National Savings Certificates and Kisan Vikas Patras, it must be pledged in favour of the concerned Executive Engineer. If in the shape of Indira Vikas Patra, the name and address of the contractor should be filled in ink in the rear side of the Indira Vikas Patras and a consent letter should be enclosed mentioning the work for which EMD is remitted., If the E.M.D. in the shape of N.S.C. and K.V.P., is not pledged, the tender will be summarily rejected.

The Earnest Money Deposit will be retained in the case of the successful tenderer and will not carry any interest. The successful tenderer should convert the earnest money deposit already remitted into small savings script / Deposits / Accounts and pledge the same in the name of the Executive Engineer P.W.D., Buildings Construction and Maintenance Division, COIMBATORE before signing the agreement.

5. (i) The tender will remain valid for a period of three calendar months from the last date for receipt of tender. The validity period can be extended further, if the Contractor given his consent in writing, specifying the period of extension.

(ii) The Executive Engineer, P.W.D., of the Buildings (Construction and Maintenance) Division, Coimbatore tenderer whose tender is under consideration shall attend the Superintending Engineer / Executive Engineer's office before the end of the specified period his tender will not be considered. He shall forth with upon intimation being given to him of acceptance of the tender by the officer duly authorized in this behalf under article 299 (1) of the constitution here in after called the accepting authority, make a security deposit 2% of the value of contract, in one of the forms prescribed in Tamilnadu Public Works 'A' Code (i.e., by taking into a account the amount of earnest money deposit (1% of the estimated cost.) already deposited with the tender. It would be sufficient to pay the balance amount to take up the 2% of estimated cost of the work for the purpose of security deposit, and the above additional deposit at 1 % will have to be remitted before concluding agreement in the shape of Bank Guarantee also. The security deposit, together with the earnest money deposit and the amount with held according to clause 64(1) of the general conditions to the contract. If such security deposit is made 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.

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

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Executive Engineer, PWD
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iv) 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 work as contemplated in the general conditions to the contract.

v) It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender from the accepting authority, there emerges a valid contract between the Governor of Tamilnadu and the tenderer for execution of the work without any separate written agreement. Hence, for this purpose, the tender documents, i.e. Tender Notice, tender offered by the contractor, general conditions to the contract, special conditions to contract, negotiation correspondences, written communication of acceptance of tender etc., shall constitute valid contract and that will be the foundation of the rights of both the parties to the contract.

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

6. The tenderer shall examine closely the Tamilnadu Building Practice and also the general conditions to contract contained therein and sign the Divisional Office copy of the Tamilnadu Building Practice and the addendum a volume in taken of such study before submitting his tender unit rates, which shall be for finished work in site. He shall also carefully study the drawings and additional specifications and all the documents which form part of agreement to be entered into by the accepted tenderer such as specifications, plans, descriptive specifications sheets regarding materials etc., can be seen at any time between 10.00 Hours and 17.30 Hours on the office days in the office the Executive Engineer, P.W.D., Buildings (Construction and Maintenance) Division, Coimbatore.1. A copy of the set of contract documents can also behind on payment of **Rs. 10080/=** each set, inclusive of sales tax, surcharge thereon.

7. The tenders attention is directed to the requirements, for materials under the clause “Materials and workmanship” in the general conditions to contract, materials conforming to the ISI standards shall be used on the work and the tenderer shall quote his rates accordingly.

8. Every tenderer is expected before quoting his rates/ percentage to inspect site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc., wherefrom certain materials are to be obtained will be given in the lead particulars for materials statement. The best class of materials to be obtained from the quarries or other sources defined shall be used on the work. In every case, the materials to be obtained from the quires or other sources defined shall be used on the work. In every case, the materials must comply with relevant standard specification, samples of materials as called for in the standard specification are in the tender notice or as required by the Executive Engineer in any case shall be submitted to the Executive Engineer’s approval before the supply to site of work is begin. If the contractor after the examination of the source materials defined in the lead particulars statement, is of the opinion that the materials complying with standard or other specifications of the contract cannot be obtained insufficient quantity from the source defined in the lead statement, he shall state clearly in his tender and state wherefrom be intends to obtain materials subject to the approval of the Executive Engineer

The Government will not however, after acceptance of a contract rate pay any extra charges for lead or for any other reason in case the contract or is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard Preliminary specification to contract regarding payment of seigniorage, tools etc.,

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9. The tenderer's particulars of attention is drawn to section and clauses in the standard general conditions to contract dealing with

1. Test, inspection and rejection of defective materials of work.
2. Carriage
3. Construction plant
4. Water and lighting
5. Cleaning up during progress and for delivery
6. Accidents
7. Delays
8. Particulars of payment

The contractor should closely peruse all the specification clauses which govern the rates, which he is tendering.

10. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility on the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Executive Engineer, P.W.D., or as set forth in the conditions of contract.

The tenderer will however base his lumpsum tender on this schedule of quantities. He should quote specific rate/percentage for each item in the schedule, and the rate should be in Rupees and in sum of five paise. The rate/percentage should be written both in words and figures. The tenderer should also show the total of each item and the Grand total of the whole contract and quote in the tender a lumpsum for which he will undertake to do whole work subject to the condition of contract, such lumpsum agreeing with the total amount of Schedule 'A'. This schedule accompanying the lumpsum tender shall be written legibly and free from erasures, overwritings or conversions of figures, corrections where unavoidable shall be made by crossing out, initialling dating and rewriting.

All rates/percentages quoted in the tender shall be exclusive of sales tax, payable under the General Sales Tax Act as amended from time to time (including amendment Act 28/1984) and that the contractor is responsible to file the Sales Tax Return and pay the amount of tax as demanded by the Commercial Tax Department. No request for payment of Sales Tax separately in addition to tendered rates due to any pleas of subsequent of levy or increase in tax will be entertained vide also Clause 38 (2) of General Conditions to contract.

11. Tenderers 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 or lumpsum amount for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract from, the conditions of contract, drawings, specifications or quantities accompanying same will be recognised, and if any alterations are made, the tender will be void.

12. The tenderer should workout his own rates, without reference being made to the Public Works Department current schedule of rates or the Public Works Department estimate rates which are not open for inspection by tenderers.

13. The Pat which and the source from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form.

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The tenderers must accept the materials at these prices and shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value, for those materials, the charge to the contractor will remain as originally entered in the written Contract. No centage or incidental charges will be borne by The Government in connection with this supply.

14. The attention of the tenderers is directed to the contract requirements as to the time or beginning work. The rate or 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 will be required. Due of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement	Percentage of work completed (Based on the contract lumpsum amount)
First Three Months	50%
Second Three Months	50%
Total Six Months	100%

15. No part of the contract shall be sublet without written permission of the Executive Engineer nor shall transfer be made by power of attorney authorising others to receive payment of the contractor's behalf.

16. If further necessary information is required, the Executive Engineer of the Divisions will furnish such, but it must be clearly understood that the tenders must be received in order, and according to instructions.

17. The Executive Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders.

18. The tenderers who are themselves not professionally qualified shall undertake to employ the 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 whether they undertake to employ technical men required by the department specified in the schedule below .or has undertaken to employ technical men under him, he should see that one of the technically qualified men should always be at site of the work during working hours personally checking all the items of works and paying extra attention to such works as may demand special attention e.g. reinforced concrete works etc.

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THE SCHEDULE

Value of contract	Minimum qualification of Technical Personnel.
Above Rs. 1,00,000/- and upto Rs. 5.00 lakhs	<ol style="list-style-type: none"> One diploma holder in Civil Engineering (OR) Not less than one retired Junior Engineer.
Above Rs. 5.00 lakhs and upto Rs. 10.00 lakhs	<ol style="list-style-type: none"> One B.E., (Civil) (OR) Equivalent Degree holder (OR) <p>Not less than one retired sub Divisional Officers AEE/ADE (OR)</p> <p>One Diploma holder with three years experience.</p>
Above Rs. 10.00 lakhs and upto Rs. 25.00 lakhs	<ol style="list-style-type: none"> One B.E., (Civil) with 3 years experience plus one Diploma holder in Civil Engineering. (OR) Equivalent Degree holder with 3 years experience plus one Diploma holder in Civil Engineering. (OR) Not less than one retired Sub-Divisional Officer plus one Diploma holder in Civil Engineering. (OR) Two Diploma Holder in Civil Engineering with 3 years and 5 years experience respectively.

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Value of contract	Maximum qualification of Technical Personnel.
Above Rs. 25.00 lakhs and upto Rs. 50.00 lakhs	<ol style="list-style-type: none"> 1. One B.E., (Civil) with 3 years experience plus two Diploma holder in Civil Engineering. (OR) 2. One B.E., (Civil) with 3 years experience plus two retired Junior Engineer. (OR) 3. Equivalent Degree holder with 3 years experience plus two Diploma holders in Civil Engineering / Two retired Junior Engineers. (OR) 4. One retired Sub Divisional Officer (AEE or ADE) plus two Diploma Holders in Civil Engineering or One retired Sub Divisional Officer (AEE or ADE) plus two retired Junior Engineers.
Above Rs. 50.00 lakhs	<ol style="list-style-type: none"> 1. One B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired Assistant Executive Engineer. AND 2. One B.E. (Civil) or equivalent Degree holder AND 3. One more diploma holder in Civil OR One retired Junior Engineer

Note (2) A penalty of Rs. 3000/p.m for diploma holder and Rs. 5000/P.M for degree holder be leveled in the case of default on the part of contractor in following the condition laid down above

Note (3) The employment of Technical Assistant should be based only on the value of contract, Engineers with Mechanical Engineering qualified and retired from Civil Engineering departments are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineering field.

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18. (i) In case the contractor who is professionally qualified and not in position to remain always at the site of the work and to pay extra attention to such as may demand special attention (e.g.,) RCC work etc., he should employ technically qualified members prescribed above.

ii) It will not be incumbent on the part of the contractors to employ Technical Assistant/ Assistants when the work is kept in absence due to valid reasons and if during such period in the opinion of the Executive Engineer the employment of Technical Assistant / Assistants is not required for the due fulfilment of the contract.

19. A tenderer submitting a tender which the tender accepting authority considers excessive and or indicative of 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, if any fixed by the Government or the reasonable price permissible for the tenderer to charge a private purchase under the provisions of Clause 8 of Hoarding and the Profiteering Prevention Ordinance 1948 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

20. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the competent authority, may at his discretion, cancel the 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. The contractor shall during the currency of the contract ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training / State Apprenticeship 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 eligibility to make payments to the apprentice as required under the said Act.

Value of contract	Category	No. to be appointed
Rs. 1.00 lakh and up to Rs. 3.00 Lakhs	1. Building constructor 2. Brick layer	1 1
Above Rs. 3.00 Lakhs and up to Rs. 10.00 lakhs	1. Building constructor 2. Brick layer 3. Diploma holder in Civil Engineering	1 1 1
Above Rs. 10.00 Lakhs and up to Rs. 50.00 lakhs	1. Building constructor 2. Brick layer 3. B.E., (Civil) or Equivalent Degree holder	1 1 1

Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and Training / State Apprenticeship Advisor, a certificate to the effect that the contractor had discharged his obligation under the said Act. Satisfactorily should be obtained from the Director of Employment and Training/State Apprenticeship Adviser and the same should be produced by the contractor for final payment in the settlement of the contract.

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

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

23. The contractor shall be solely responsible for the payments of Sales Tax under the provisions of the Madras Central Sales Rules Tax Act, 1959 (Madras Act II of 1939) as in force for various items of work. Time being and the rates for the various items of work shall remain unaffected by the changes that may be made from time to time in the rate at which such tax is payable, Sales tax and the materials supplied to the contractor as amended from time to time shall be paid by them separately and the relevant chalans produced to the departmental officers.

The Contractor shall pay Sales Tax as per net provision under 7F for deduction of Tax at source introduced in Tamilnadu General Sales Tax Act 1959 by Tamilnadu Act 15 of 1999. Accordingly 2% in respect of civil work to be deducted. The procedure being followed for deduction of Income tax at source may be followed in respect of Sales Tax on works contract also.

24. On evaluation of tender, if it is found that if the overall quoted amount of the tender is less than 5 to 15% of the value put to tender, the contractor shall pay an additional security at 2% of the estimated value. If the tender discount exceeds 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimate 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 contractor and forfeiture of EMD furnished.

25. Resources in materials like teakwood etc., and the extent to which department help is required for procurement of materials and transfer of same.

26. The Superintending Engineers reserves to himself the right of allotting the different sub works to the different contractors or to one and the same contractor as he may decide after the receipt of tender.

27. In the event of the work transferred to any other Circle / Divisions / Sub Division and Superintending Engineers / Executive Engineers / Assistant Executive Engineer who is incharge of the Circle / Divisions / Sub Division having Jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Government.

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SPECIAL INSTRUCTIONS TO THE TENDERERS

1. The tenderer should carefully go through the tender schedule and quote their percentage.
2. The Rate / Percentage should be filled neatly in figures and words and taking into account the metric units specified in the tender, scribbling, over writing and erasings should be avoided as far as possible.
3. The amount of each items of work should be worked out, proper care must be taken in working out the amount of each item of work taking into account the unit for which the rate is quoted and the quantity of work to be done in the item.
4.
 - i) The Tender should be submitted along with a covering letter giving full details as called for in the tender notice and with particular care to the following items.
Whether the are registered contractors, if registered together, the copy of letter registering them in appropriate class (classes)
 - ii) Details of the Earnest Money Deposit remitted.
 - iii) In case the tenderers are eligible for concessional Earnest Money Deposit and accordingly they have remitted, the reference number and date in which the concession was granted to them to be specified and if possible a copy of this aforesaid reference may be enclosed with the tender for ready reference.
 - iv) Income Tax Clearance certificate for the current year should be submitted along with the tender or the tender on which the Income Tax Clearance Certificate for the current year was submitted to this office should be specified.
 - v) Details of previous works done by the tenderers covering the cost of the work, the agreement and the date, the department in which the work was carried out etc., so to assess the previous experience of the tenderers should be furnished.
 - vi) list of various machinery and other equipments at the tenderer's disposal for use in the execution of the work.
 - vii) Certificate showing the annual turn over of the contractor for the last one year issued by the respective bank should be attached.
5. The tender form should be filled in while submitting the tender. The tenderers submitting without filling up the tender form are liable to be rejected.
6. The tenders must be submitted in a full scape cover thereby duly signing at the conditions, plans and schedule issued as tender documents.

7. POSTAL TENDER.:

- a) The Contractors may have the option to present the tender directly or to send it by Registered Post with acknowledgement due on or before the last date for receipt of tenders i.e.,
 - b) i) In case of sending tenders by registered post with acknowledgement due, it is the responsibility of the tenderer himself to despatch the tender sufficiently early so as to reach the tender opening authority before the date notified in the Tender Notice for opening of tenders.
 - ii) The tender registered in the post office after the due date will not be considered.
 - c) No representation, appeal of any kind will be allowed against belated receipt of tender by post beyond the notified date or loss in transit etc.,
 - d) Tenders offered in person before the last due date and postal tenderes received will be opened in a consolidated manner as usual on the notified date for opening of tenders.

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FOR CONTRACTORS SPECIAL ATTENTION

1. Clean fresh water and river sand shall be used in all cases.
2. Only clean fresh water shall be used on the work. The contractors shall make his own arrangements for water and shall meet all charges therefore. The special attention of the contractor is drawn to clause 30 preliminary specifications in TNDSS regarding water and lighting.
3. The broken stone for concrete and RCC works should be granted and passed by the Executive Engineer.
4. All iron work, steel work of every kind except such is to be embodied in cement concrete shall immediately arrive at the site be properly scrapped with wire brush and given a priming coat of approved lead painting without claim for extra.
5. The iron fasts shall be built up in walls in Cement Mortar 1:3 at the time of construction of walls. No extra claims shall be due for the same wherever holdfasts are to be provided to 9" thick walls those should be fixed with cement concrete 1:3:6 using ¾" gauge broken granite stone jelly for proper anchorage and proper binding. No separate rate for such pockets of concrete filling at holdfast points will be allowed and this will be measured as masonry along with adjacent masonry.
6. The teakwood shall be of best Indian Teakwood only and shall be subject to inspection and approval by the Executive Engineer before use on the work. Country wood where specified shall be of karimarudhu of Kongu for scantling and Alyini for planks
7. Holders and charge of electric wiring, water supply an drainage etc., shall be provided as directed during progress of work without any claim for extra.
8. The work will be carried out with the least hindrance to the adjoining building and officers and the contractor will be responsible for any damages, caused to the existing fixtures, electric fitting to in the course of execution and the contractors shall make good any damage without any claim for extra.

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9. In the case of 'T' beam and all beams, the quantity given in the schedule is the quantity or rib portion only. The top flange portion will be always measured with the general slabs and paid for at the slabs and paid for at the slab rate only for all RCC works the rate shall include the treatment of bearing as per plate No, 2 of 1946 as per TNDSS (page 3 of 1964 edition)

10. Concrete Work : All exposed concrete surface will be required to be finished by cement plaster and as detailed in the schedule.

11. Plastering : All external corners, edges of beams, edges of doors and window opening etc., shall be finished shop using richest mortar if necessary and also finished truly vertical or horizontal as the case may be. The rate for plastering shall include the cost of finishing as above and no extra rate for the corners, edges etc., shall be paid.

12. If rates are not separately called for similar items or works in different floors, the contractors should have that rate applicable for all floors indicating the detailed plans. Any claim for extra for such item floor war will not be entertained under any circumstances.

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

14. The Executive Engineer reserves the right to split up the work and entrust the main work. Internal Water Supply and sanitary arrangements to different contractor without assigning any reasons thereof.

15.(i) The works in Public Works Department (Buildings) and Irrigation executed by the contractor under the contract shall be maintained at contractor's risk until the work is taken over by the Executive Engineer. The contractor shall accordingly arrange his own insurance against fire, flood, volcanoes, corruption, earthquake, other convulsions of nature and other natural calamities, risks arising out of acts of God. During such period and that the Government shall not be liable for any loss or damage occasioned by or arising out of any such acts of God.

(ii) Provided however that the contractors shall not be liable for all or any loss or damages occasioned by or arising out of acts for foreign enemies, invasion, hostilities or warlike operations (before or after declaration of war rebellion, military of usurper power"

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SECTION. IILIST OF DRAWINGS SCHEDULE.SCHEDULE. B.

Name of work :-

Sl. No.	Job No.	Drawings No.	Description.
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CONSTRUCTION MATERIALS:CEMENT

The contractor has to make his own arrangements for the procurement of cement to required specification for the works subject to the followings.

- a) The contractor shall procure cement required for the works only from reputed cement factories (Main producer or their authorized agents, manufacturing cement at I.S.I. standard) acceptable to the Engineer-in-charge. The contractor shall be required to furnish to the Engineer – in- charge bills of payment and test certificates issued by the manufactures or their authorized agents to authenticate procurement of quality cement from the approved cement factory. The contractor shall make his own arrangements for safe haulage and adequate storage of cement.
- b) The contractor shall procure M 43 Grade Portland Cement in standard packing of 50 kg per bag bearing manufactures name and I.S.I. marking from the authorized manufactures. The contractor shall make necessary arrangements at his own cost to the satisfaction of Engineer-in-charge for actual weightment of random sample from the available stock and shall conform with the specification laid down by the Indian Standards Institution as the case may be, cement shall be got tested for all the tests including through destructive and not non destructive test materials as directed by the Engineer-in-charge in advance before use of cement bags. In case, test results indicate that the cement corrupted by the contractor doesn't not confirm to the relevant code, the same shall stand rejected and shall be removed from the site by the contractor at his own cost with in a day's time written order from the Engineer-in-charge to do so.
- c) The employer will furnish air retraining agents and admixtures required to the contractor free of cost at the employer stores. The use of such admixtures and agents shall be made as per the instructions of the Engineer-in-charge. The cost of cartage / storage handling, batching, mixing shall be borne by the contractor and shall be included by him to unit officers tendered for concrete.
- d) The cement shall be brought at site in bulk of approximately 50 Tonnes or as decided by the Engineer-in-Charge for large works.
- e) The Cement godown of the capacity to store a minimum of 1000 bags of cement shall be constructed by the contractor at site of work, for which no extra payment shall be made. The contractor shall facilitate inspection of the cement godown by the Engineer-in-Charge at any time.
- f) The contractor shall further at all times satisfy the Engineer-in-charge on demand by production of records and test book or by submission of return and other proofs as directed that the cement is being used as tested and approved by the Engineer-in-charge for the purpose and the contractor shall at all times, keeps his record upto date and enable the Engineer-in-Charge to apply such checks as he 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 works will be rejected by the Departmental and no claim will be entertained.
- h) The contractor shall forth with remove from the work area and cement that the Engineer-in-charge may disallow for use on account of failure to met with required quality and standard.

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STEEL

The contractor shall provide Mild Steel (M.S) reinforcement basis, High Yield strength deformed (HYSD) bars, rods and structural steel etc., required for the works only from the main and secondary producer,s manufacturing steel or other authorised agents to the prescribed specifications of Bureau of Indian standards requirements and licensed to affix I.S.I. or other equivalent charge. Necessary I.S.I. test certificates are to produce to the Executive Engineer 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 Metre both for plain and and HYSD steel
1.	6	Millimeters	0.22
2.	8	Millimeters	0.39
3.	10	Millimeters	0.62
4.	12	Millimeters	0.89
5.	14	Millimeters	1.21
6.	16	Millimeters	1.58
7.	18	Millimeters	2.00
8.	20	Millimeters	2.47
9.	22	Millimeters	2.98
10.	25	Millimeters	3.85
11.	28	Millimeters	4.83
12.	32	Millimeters	6.31
13.	34	Millimetres	6.71
14.	36	Millimeters	7.99
15.	40	Millimeters	9.86
16.	42	Millimetres	10.88

Note : if any rods other those specified above are used the weight shall be as per standard steel tables.

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SECTION. III

GUIDELINES FOR ADOPTION OF STRENGTH GRADING OF CONCRETE AND ACCEPTANCE CRITERIA

MIXING : Mixing shall be done only by mechanical mixers. The quantities of fine aggregate and water shall be adjusted duly in the field, to compensate for bulkage due to the quantity of the coarse aggregate at the time of use.

WORKS TESTS : The tests shall be conducted either in the field or in laboratory on the samples made on the work spot of the concrete used on the works.

The sampling shall be evenly as possible throughout the day. When wide changes in weather conditions occur during concreting, additional sample may be taken as desired by the Executive Engineer. All the samples for tests shall be taken in the presence of the Assistant Executive Engineer concerned and the contractor or his authorized agent.

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

A register of cement concrete cube cast and tested giving the following particulars shall be maintained at the site, in the proforma prescribed below:-

1. Name of the work and reference to agreement
2. Sl. No.
3. Date and time of sample taken
4. Sample No.
5. No. of cube
6. Identification works
7. Proportions of mix
8. Description of the portion of work represented by the sample and quantity of concrete represented by the sample.
9. Initials of Assistant Executive Engineer and contractors authorized agent in whose presence sample is taken.
10. Result of 7days test.
11. Result of 28 days test
12. Review remarks by Executive Engineer.

The Executive Engineer should satisfy himself about the results of cube tests etc., before payment of bill.

ORDINARY CONCRETE

Where it is considered not practicable to use controlled concrete, ordinary concrete may be used for concrete of grades M. 100, M. 150, M. 200, M. 250. The proportions of materials for nominal concrete mixes for ordinary concrete shall be in accordance with Table.3.

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In proportioning concrete, the quantity of cement should be determined by weight. The quantities of fine and coarse aggregates may be determined by volume but these should also preferably be determined by weight (m) per litres of any aggregates. If fine aggregate moist and volume batching in accordance with good practice (VI. (9).

(a) In the latter case, in table 3 and the weight.

The water cement ratio shall not be more than these specified in Table. 3.

The cement content of the mix specified in Table 3 any nominal mix may be increased in the quantity of water mix has to be increased to overcome the difficulties of basement compaction so that the water cement ratio specified in Table is not exceeded.

NOTE :

1. In the case of vibrated concrete, the limit specified may be suitably reduced to avoid aggregation.

2. The quantity of water used in the concrete mix for reinforced cement concrete work should be sufficient but should not be more than what is sufficient to produce concrete a adequate workability for the purpose which will surround and properly grip, all the enforcement workability of the concrete should be controlled by maintaining a water cement ration that is found to give a concrete to which is just sufficient not be placed and compacted without difficulty with the means available.

Workability of the concrete should be controlled by direct measurement of water to be added making allowance for surface water in the sand and coarse aggregate. The slump test may be conducted in accordance with good practice (viz: 5(w) + IS 199 – 1959 Methods of sampling and analysis of concrete.

IS 2386 (Part III – 1963) specific gravity, density, voids, absorption and bulking methods of tests for aggregate for concrete.

Allowances should be made for surface water present in the aggregate when computing the water content, surface water shall be determined by field methods in accordance with good practice (VI 5(9) in the absence of exact data, the amount surface water may be estimated from the value given in Table.

In ordinary concrete made in accordance with the proportions given for a particular grade does not yield the specific strength due to proper quantities of materials not being available. Such concrete shall be classified as belong to the appropriate lower grade, ordinary concrete proportion for a given grade.

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IS 2386 Method of test for aggregate for concrete.

IS 2386 (Part – III) 1963 specific gravity
density works absorption and bulking

in accordance with Table 3 shall not however be placed in a higher grade on the ground that the test strength are higher than the minimum specified. No interpolation shall be permissible.

Sample size and acceptance criteria:

All tests shall be carried out in accordance with code practice (VI-5) (4)

The number of test specimens required, the frequency of sampling and the criteria for acceptance of a concrete conforming to the specified grade shall be in accordance with Table 5 of both ordinary concrete and controlled concrete. No preliminary tests are however necessary in the case of ordinary concrete.

IS 1959, Methods of test for strength of concrete.

Part – I Strength Requirements of Concrete (Clause 4.2.2. I and 4.2.2.2)

(All values in Kg/cm²)

Grade of compressive strength of 15 cm cubes at 28 days after mixing conducted in accordance with good practice VI. 5(4)

Grade of Concrete	Preliminary Test Mix	Works Test mix
M. 100	135	100
M. 150	200	150
M. 200	200	200
M. 250	320	250
M. 300	380	300
M. 350	440	350
M. 400	500	400

NOTE :

1. Preliminary Test : A test conducted in a laboratory on the trial mix of concrete produced in the laboratory with the object of

- Designing a concrete mix be before the actual concreting operation starts.
- Determining the adjustment required in the designed mix when there is a change in the materials used during the execution of work.
- Verifying the strength of concrete mix.

2. Works Test : To be conducted either in field or in laboratory on the specimen, made on the works out of the concrete being used on the works.

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2. ADDITIONAL SPECIFICATION – 1

1. The arrangements of M.S. Rod for reinforcement for such RCC works shall be in accordance with department drawing supplied.
- 2 (i) The planks for form works and centering for RCC work shall be of well seasoned timber approved by the Executive Engineer. According to clause IC of TNDSS No. 30, they must be made smooth and perfectly level at top so as to give smooth and even finish to the RCC ceiling. Alternatively the contractor may use steel sheets over wooden forms provided to the extent and are ordered by the Executive Engineer during the execution.
3. All lime mortar shall be ground mixed in mortar and will be as per T.N.D.S.S.
4. All cement concrete for RCC works shall be machine mixed and vibrated.
5. The contractor's special attention is invited to clause 7 and 33 of P.S. and TNDSS and he is requested to provided at his own expense sheds, latrines and urinal for his workmen.
6. If light is required to fulfill the agreed rates of progress, all arrangements shall be made by the contractors inclusive of lighting without any claims for extra rate.
7. The contractor shall not employ that labour below the age of 14 years and shall also note that he must offer employment to ex-servicemen, ex-toddy tappers and unemployed agricultural labourers as far as possible.
8. Many of the items in the schedule may be omitted or radically altered. No variation in rate shall become payable to contractors on account of such omissions or variation in quantities.
9. Reference to TNDSS in the schedule of quantities referred to reprint 1952 and addenda and corrigenda issued thereafter.
10. The construction of the building will be deemed to be completed only if all the items of works including finishing items of works completed therein are executed.
11. The contractor shall abide by the contractors labour regulation of the P.W. framed by the Tamilnadu Government.
12. All pipe specials and fixtures should conform to the relevant I.S.I. specifications and to be got approved the Executive Engineer before use on work.

3. ADDITIONAL SPECIFICATION II - MOSAIC FLOORING

1. Cement concrete flooring tiles shall be manufactured from a mixture of cement natural aggregates and colouring materials where required by pressured process. During manufacture, the tiles shall be subject to a pressure of not less than 149 kgs per sq.m (or 2000 lbs per square inch)
2. Proportion of cement to aggregate in the backing of the tiles shall not be lesser than 1:3 by weight.

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3. On removal from mould, the tiles, shall be kept in moist condition continuously atleast for 7 days and subsequently if necessary kept moist for such a longer period that would ensure their. Conformity to the requirements of transverse strength, resistance of wet and water absorption and would minimize shrinkage and crack king. Tiles shall not be scored under cover.
4. Tolerance : Tolerance on length and breadth shall be plus or minus / one millemetre. Tolerance in thickness be plus 5 mm that the range of dimensions is any of breadth and 3 mm on thickness.
5. Colour and appearance : The colour and texture of the wearing layer shall be uniform throughout its thickness.
6. When specifying the tiles, the contractors should specifically indicate whether the chips to be used are from the smallest upto 20 mm size. The officers of the department shall also specify size of chips by reiterating the approximate photograph given in figure 4 in Indian Standard No. 1237/1959.

GENERAL QUANTITY OF TILES

Used otherwise required, the wearing face of the terrace tiles should be technically of founded and filled. The bearing face of the tiles shall be placed free from projections, depression and cracks (hair cracks not included and shall be reasonable parallel to the back face of tiles). All angles shall be right angles and all rises shall be sharp and true.

7. Breaking transverse strength of tiles shall be given as below.

Size of Tiles	Span	Breaking Weight Test	Land based Dry Test.
Centimetres	Cm	Kg	Kg
19.58 x 19.58	15	71	106
24.85 x 24.85	20	90	120
29.85 x 29.85	25	99	149

8. The average wear of not less 12 specimens shall exceed 2 mm and the wear or any individual specimen shall not exceed 2.5. m when tested in all Abrasion testing machine.
9. The average percentage of wear absorptions not less than six full tiles specimen shall not exceed than in the case of water absorption test.
10. The density of tiles shall be in the order of about 2.50 gms. The tiles shall be laid with the minimum possible width of joints not exceeding 1/32 inch. The joints shall be filled with grey cement to match the finish of the tiles and shall be made almost invisible when the floor is given the final polish. The polishing hall be done by means of electric polisher whenever possible and hand polish to other places like vertical faces or wall and other areas where the machine can have no access and glossy surface as even as possible.

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TABLE 2.OPTIONAL WORKS TEST REQUIREMENT OF CONCRETE

Clause 2.2 (a)
(All value in Kg/Cm²)

All the tests shall be conducted in accordance with good practice VI 5(4)

Grade of Concrete	Compressive Strength on 15 cm cubes in 7 days	Modules rupture test min. at 72 + Hours	By beams 1 + 7 days
M. 100	70	12	17
M. 150	100	15	21
M. 200	130	17	24
M. 250	170	19	27
M. 300	200	21	30
M. 350	235	23	31
M. 400	270	25	34

NOTE : Notes 3 to 5 Table 1 are also applicable to this table

I.S. 510 – 1959 Methods of test for strength concrete.

I.S. 26 – 1967 Specification for ordinary rapid hardening and low head Portland cement.

TABLE 3CONCRETE MIX PROPORTIONS ORDINARY CONCRETE

(Clause 4.3.3)

Grade of Concrete	Total quantity of dry aggregates by volume per 50 Kg of cement to be taken as the sum of the individual volumes of fine and coarse aggregates mix	Proportion of fine aggregate to coarse aggregate	Quantity of water per 50 of cement mix.
M. 100	500	Generally 1:2 for fine Aggregate by volume but subject to an upper limit of 1:1½ and lower limits of 1:3	34 Litres
	240		32 Litres
	160		30 Litres
	100		27 Litres

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Note 1: It may be noted for general guidance that M 100, M 150, M 200 and M 250 of ordinary concrete correspond approximately to 1:3:6, 1:2:4, 1:½:3 and currently used in the country.

The proportion of the aggregates should be adjusted from upper limit to lower limit progressively as the grading of fine aggregate becomes finer and the maximum size of coarse aggregate becomes larger.

Examples : For an average grading of fine aggregate that one in accordance with good practice VI. 5(1) the proportion shall be 1:½, 1:2 and 1:3 for maximum size of aggregate 10 mm, 30 mm, and 30 mm respectively.

Table : Surface water carried by average aggregate :-

Aggregate	Approximate quantity of surface water
Very wet sand	120
Moderately wet sand	80
Moist sand	40

* Moist gravel or crushed work 30 to 40

I.S.P. 383-1963 Specification for coarse and fine aggregates for natural sources for concrete.

I.S. 516-1956 Specification for natural and manufacture aggregates for use in mass concrete.

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Minimum Frequency	Criteria for acceptance	Minimum No. of specimens from the same day's work				In terms of the quantity of concrete	In terms of period	Criteria for
1	2	3	4	5	6	7	8	9
For each batch with a minimum of three batches	Accept if average compressive strength of the specimen tested is not less than compressive strength specified in Table 1, (for optional tests sec. Table2) subject to the condition that the only one out of six consecutive test may give a value less than specified strength.	5	5	5	5	For every 150 m ³ of concrete of part there of.	All such intervals as the Engineer-in-Charge may decide over in the case of ordinary concrete same shall be drawn on each day, four days of concreting and there after atleast once in seven days of concreting..	Average strength of specimen tested is not less than the strength specified in Table – I (for option test Table.2) Subject to the condition that only out of the three consecutive test may give value less than 90% specified strength.

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Minimum Frequency	Criteria for acceptance	Minimum No. of specimens from the same day's work				In terms of the quantity of concrete	In terms of period	Criteria for
1	2	3	4	5	6	7	8	9
For each batch with a minimum of three batches	Accept if average compressive strength of the specimen tested is not less than compressive strength specified in Table 1, subject to the condition that the average compressive strength shall be more than the specified compressive strength in Table I, by at least the value of standard deviation of the series of test.	5	5	5	5	For every 150 m ³ of concrete of part there of.	All such intervals as the Engineer-in-Charge may decide. However, controlled concrete samples shall be drawn on each day for the first four days of concreting and thereafter atleast once in seven days of concreting.	Accept average strength of specimen tested is not less than the strength specified in Table – I (for option test Table.2) Subject to the condition that one out of five consecutive test may find a value less than the specified strength.

D2 Where 'd' = Individual deviation from the average and :
n-1 Where 'n' = Number of specimens tested.

All angles at junction of vertical faces shall be rounded off to the 1½" radius with same quality of materials and colour of the tiles of the floor. But laid in situ and these covs shall be measured as part of flooring and paid for at the same rates and the flat floors. The colours of the tiles shall generally match other coloured face adjustment or as may be the directed by Executive Engineer.

The dadoing and skirting have to be finished by giving necessary faces in the brick wall itself so that the projection does not exceed ½" from the face of the wall tiles, the finish plastered surfaces.

Based on the modulus of rupture of 30kg sq m for dry test and two thirds of the value of wet test.

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SECTION – IVADDITIONAL CONDITION No. : 1

1. Paints of approved quality are to be procured by the contractor himself and used on the work . The paint tin must be opened in the presence of Section officer/ Sub Divisional Officer and then only used on the work after getting the approval of the concerned officers.

2. The contractor shall be responsible for the safe custody and storage of materials under any conditions of the places where the works are approved by the Executive Engineer.

3. No royalty shall be charged where due for materials, quarried from the public works department of district board of their government quarries, assistance as necessary will be given to the contractor by the P.W.D., to obtain access to quarries approved by Executive Engineer. No plot rent shall be charged so far as materials stocked in the Government land during the course of construction provided such materials are removed within the month-after the works is completed.

4. Royalty (or) charges due for use of private quarries and private and shall be paid by the contractor.

5. The contractor shall form his own approach road to 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, is allowed to used the existing road he shall maintain them in good condition at his own cost, throughout the period of the contract.

Any surplus materials remaining at the site will not be generally taken over by the department whether before or after the completion or determination of contract. Such materials either which were originally produced by the contractor (or) were issued to them by the department and charged to their accounts are the property of the contractors and can however be taken over by the department if required for use on other which are in progress only the special arrangements and at the prevailing market rates viz., the rates at which the article or articles of a similar description can be procured at a given time from public market.

If the materials were originally used by the departments the price allowed to the contractor on requisition shall not exceed the amount charged to the contractor excluding the cost of storage charges if any.

The surplus materials which were originally issued to the contractor by the department for use in the work shall not be removed from the site of work without getting the written permission of the Executive Engineer.

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ADDITIONAL CONDITIONS OF CONTRACT II

1. The contractor shall at his own expense provide arrangement for the provision of footwear for any labour doing cement mixing work and all other similar type of work involving the use of tar mortar etc, to the satisfaction of the engineer incharge and on his failure to do so Govt. shall be entitled to provide same and recover the cost from the contractor.

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

ADDITIONAL CONDITIONS .. III

Rules for the provision of Health and Sanitary arrangements for workers employed by the P.W.D., and their contractors.

The Contractor's special attention is invited to clauses 37, 38, 39 and 51 of general conditions of Contract in the TNBP and he is requested to provide at his own expense the following amenities to the satisfaction of the Executive Engineer.

1. FIRST AID : At the work site, yard shall be maintained in a readily accessible place, first aid appliances and medicines including supply of sterilised dressings and sterilized cotton wool. The appliance shall be keep in a good order. They shall be placed under the charge of responsible person who shall be readily available during working hours.

2. DRINKING WATER: (a) Water of good quality fit for drinking purpose shall be provided for the workpeople on scale not less than fifteen litres per head per day.

(b) Where drinking water is obtained from an intermittent public water supply system each work place shall be provided with storage tank where such drinking water shall be stored.

(c) Every water supply and storage shall be at a distance of not less than 50 Feet from any latrine drain or sources of pollution where water is to be drawn which is within such proximity of latrine drain or any other source of pollution the well shall be property chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

3. WASHING AND BATHING PLACES:- Adequate washing and bathing places shall be provided separately for men and women, such bathing place shall be kept in clean and drained condition bathing (or) washing should not be allowed in or near any drinking well.

4. LATRINES AND URINALS:- These shall be provided within premises of every work place latrines and urinals in an accessible place and the accommodations separately for each of them shall be on following scale or on the scale as directed by Executive Engineer in any particulars use.

1. Where the No., of persons employed does not exceed 50-2 seats
2. Where the No. of persons employed excess 50 but does not exceed 100-3 seats.

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3. For every additional 100 persons- 3 seats.

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

Except in work place provided with water flush out latrines connected with a water borne sewage system all latrines shall be provided with receptacle on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

The excreta from the latrines shall be disposed off at the contractors expenses in outway pipe approved by the local public health authority. The contractor shall also employ adequate No., of scavengers and conservancy staff to keep the latrines and urinals in a clean conditions.

5. SHELTERS DURING REST :- At every work site there shall be provided free of cost two suitable sheds one for meals and other for rest separately for men and women for the use of labourers.

6. CRECHES :- At every work place at which 50 or more women ordinarily employed there shall be provided two huts of suitable site for the use of children under the age of 6 years, belonging to such women one hut shall be used for infants games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following.

1. Thatched roofs
2. Mud floors and walls
3. Plants spread over the mud floor and covered with matting's.

The site of the crèches should vary according to the No. of women workers. The crèches should be properly maintained and necessary equipment like toys etc., shall be provided huts shall be provided with suitable and sufficient sweepers to keep the place clean. There shall be Aayas in readiness, Sanitary urinals shall be provided to the satisfaction of the health officer of the area concerned.

7. CANTEEN:- Cooked food canteen on a moderate scale shall be provided for the benefits for the workers as it is considered expedient.

8. SHEDS FOR WORKMEN:- The contractor should provide at his own expense ahead for housing the workmen. The sheds shall be on standard not less than the cheaper shelter type to live in which the work people pertaining in the locality are accustomed to. A floor area of 1.80 mx1.30m for two persons shall be provided. The sheds to be in rows with 1.3 m a clan space between sheds and 9m clear space between rows if condition permit. The work people camp shall be laid out in units of 400 persons each unit to have a clear space of 12m all round.

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ADDITIONAL CONDITION No. IV

Safety provision in the building industry, conditions in addition to clause 4 of preliminary specification of TNDSS.

PART – IARTICLE 1

1. Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

2. A scaffold should not be constructed, taken down if subsequently altered except.

- a) Under the supervision of the competent and responsible person and
- b) By competent workers, possessing adequate experience in this kind of work.

3. Scaffolds shall be so constructed that no part there of can be displaced in consequent of normal use.

4. Scaffolds shall not be overloaded and so far as practicable shall be evenly distributed.

5. Before installing lifting gear on scaffoldings, special precaution may be taken.

6. Scaffolds shall be periodically inspected by competent persons.

7. Before allowing a scaffold to be used by his work men every employer shall, whether the scaffold has been executed by this workmen or not take workmen or not take steps to ensure that the functions full with the requirements of this article.

ARTICLE 2

1. Working platforms, gateways, and stairways shall be so constructed that the part there of can be unduly unequal.

2. To be so constructed and maintained to obviate from risks of persons tripping or shidings and to be kept free from any unnecessary to obstruction.

3. Every working platform, gate way, working place and stairways shall be suitably tested.

ARTICLE 3

Every opening in the floor of building or in a working platform shall, except for the time and to the extent period to allow the access of person or the transport of shifting of materials, be provided with suitable to prevent the fall on persons or materials.

When persons are employed on a roof, there is danger of falling from height exceeding than to be prescribed by national laws or regulations suitable precautions shall be taken to prevent the fall on persons or materials.

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

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ARTICLE 4

1. Safe or access shall be provided to all working platforms and other working places.
2. Every ladder shall be securely fixed and of such length as to provide secure hand-hold and footbolt at every position at which it is used.
3. Every place where work is carried out and the means approach there to shall be adequately lighted.
4. Adequate precautions shall be taken to prevent danger from electrical equipments.
5. No matter on the site shall be constructed or placed as to cause damage to any persons.

PART II (GENERAL RULES TO HOISTING APPLIANCES)ARTICLE 5

- a) Hoisting machines and their attachments and supports shall be of good mechanical construction, good materials and adequate strength free from patent defect and to be kept in good working order.
- b) Every rope used in lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defects.

ARTICLE 6

1. Hoisting machines and trake be exempted and adequately tested after erection on the site and before use and pre-examined in position at intervals to be prescribed by national law or regulations.
2. Every chain ring, hook shackle, swivel and pulley block using in hoisting or lowering materials or as a means of suspension shall be periodically examined.

ARTICLE 7

1. Every crane driver or holding appliance operator shall be properly qualified.
2. No person under an age to be prescribed by national laws regulations shall be in control of any hoisting machine including any scaffold which or give a signal to the operator.

ARTICLE 8

1. In the case of every hoisting machine and every chain ring, hook shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
2. Every hoisting machine and all gears referred to in the proceeding paragraphs shall be plainly marked with working load.

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3. In the case of hoisting machine having a variably safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated.

4. No part of any hoisting machinery or any gear referred to in paragraph 1 of this article shall be, beyond the safe working loading load except for the purpose of testing.

ARTICLE 9

1. Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards.

2. Hoisting appliance shall be provided with such means as well reduce the risk of the accidents.

3. Adequate precautions shall be taken to reduce the risk of any part of suspended load becoming accidentally display.

PART III GENERAL RULES TO SAFETY EQUIPMENT AND FIRST AID

ARTICLE 10

1. All necessary personal safety equipment shall be kept available for the use of the persons employed on and be maintained in a condition suitable for immediate use.

2. The workers shall be required to use the equipment provided and the employer shall take adequate steps to the 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 persons in danger.

ARTICLE 12

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

ARTICLE 13

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

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ADDITIONAL CONDITION No. V

WATER AND LIGHTING:-

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

2. All items of works shall be done in accordance with the relevant Clause of TNBP and Addenda volume to the TNBP amended from time to time.

3. The contractor shall be responsible for the safe custody of all the departmental materials once they are handed over to the departmental stores. The cost of any materials in the custody of the contractor lost, stolen, destroyed, or damaged, will be recovered from the contractors at the issue rate.

4. For the testing of the concrete and aggregate, the contractor must procure the following equipments and make them available at site

- i) Steel mould for making 5cm cubes of concrete. The mould will be in two halves for easy removal.
- ii) Slump cone for testing consistency (slump test). The cone will be 30cm height truncated cone with top and bottom diameter for 10cm and 20 cm respectively. In addition, a steel rod 15cm diameter and 50cm length and wide tamping and rounded is to be procured.
- iii) For finding fitness moulds, sand and coarse aggregate, hand operated sieve apparatus may be procured along weighing machine for weighting the aggregate sand.

5. In the case of any breach of the terms of the contract, contract will be closed at the risk and costs of the contractor in addition to the forfeiture of the Earnest Money Deposit, Security Deposit.

6. The testing is to be done at the contractor's cost of building materials and also for concrete cubes.

ADDITIONAL CONDITION No VI

1. The work shall be executed and measured as per metric dimension given in the schedule of quantities, drawings etc., P.F. units wherever indented are for guidance only.

2. Unless otherwise specified, all the rates quoted by the contractor shall be for works at all levels of the building.

3. Rates for ever item of works to be done under this contract shall be for all the lifts and leads, height, depths, lengths and width except when specifically mentioned in the item, otherwise nothing extra will be paid on this account.

4. The work shall be carried out as per drawings and designs supplied by department and as directed by the engineer incharge.

5. The rate for all items in which use of cement is involved is inclusive of charge for curing.

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6. The contractor has to make his own arrangements for procuring water for construction purpose,. Construction and curing should be done with water free from injurious amounts or deleterious. materials. Potable waters are generally considered satisfactory for curing, mixing concrete and masonry However, the water to be used should be periodically tested at contractor's cost for its suitability for using in the construction work and got approved from the departmental Engineers.

ELECTRICITY.

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

8. The contractor should submit the PERT chart for the programme of work on the date of taking over site.

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

10. The contractor shall have to work in cooperation with contractor for electrical works, sanitary and water supply and other items of works.

11. The contractor shall work in cooperation with electrical contractor while laying the conduit pipes and other electrical items for concealed wiring in RCC works.

12. The centering and form works shall be true rigid and adequately braced both horizontally and diagonally and leak proof. The form work should be sufficiently strong not only to withstand dead load and live load but also to withstand the effects of vibration. In all these cases the standards as per I.S. code and TNBP should be followed. It should be specifically ensured that it is leak proof in joints.

ADDITIONAL CONDITION No VII. SPECIFICATION FOR SANITARY FITTINGS, DRAINAGES AND WATER SUPPLY ARRANGEMENTS

1. Water closets, urinals, sinks and other sanitary ware shall be of approved make, as required in the relevant items. The fixing of these shall be in accordance with the special.

2. The rates shall include all dismantling, making holes in walls or slabs and restoring the structure to the original condition after the completion of the work.

3. The wok should be carried out with least hindrance to the adjoining building and the contractor shall be responsible for any damage cased to the existing fixtures, electric fittings etc., in the course of execution and the contractor shall make good any such damage without claims for extra.

4. The rate for laying stoneware pipes shall include necessary incidental charges during execution of work and making good any damages to rods and other structures.

5. Rates for laying Cast Iron pipes and G.I. Pipes (or) PVC pipes shall include fixing with wooden plugs, G.I./C.I. clamps and screw where the pipes are fixed to walls.

The rates for C.I. Pipe shall also include wrapping them with tarred straps where they are buried in earth, taring the portion embedded in masonry and painting with white lead with two coats for portion above ground level.

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6. The clause for G.I. Pipes fittings should be spaced at convenient places as directed. The wooden plugs for pipes and brackets fittings should be properly fixed in Cement Mortar 1:3 suitably in masonry with wide end of wedge shaped plugs inside and not hammered with them and into the walls the size of plug should be not less than 25 mm square at one end 40 mm at the other end with a depth of not less than 75 mm.

7. Painting with two coats of best white paint (or) any other colour approved by Executive Engineer over priming coat of red lead to all flushing tanks, brackets, clamps used for fixing pipes and all other connections.

8. The contractor should employ sufficient number of qualified licensed plumbers with necessary experience and skill in the trade to the satisfaction of the Executive Engineer concerned for execution of water supply and sanitary items of works.

9. The contractor shall after laying of the pipes carry out the tests of the pipes, specials, joints and other fittings against leakage at his own cost according to the relevant I.S.I. to the fullest satisfaction of the departmental officers.

10. In the case of reinforced cement concrete (or) masonry water retaining structures, the contractor shall ensure that there is no leakage (or) dampness on the external faces of the structures. In the event of any above being noticed, the same shall be rectified by the contractor at his own cost, adopting standards approved methods of rectification to the fullest satisfaction of the departmental officers.

SUPPLYING AND FIXING INDIAN TYPE WATER CLOSETS:

1. The Indian type water closet shall be fix in position at floor level in a bed concrete of brick jelly in lime mortar 1:2 so as to complete embed the closet, trap and footrests. The existing masonry structure after dismantling the foot making the holes etc., shall be restores to its original condition after completion of the work. The flooring around the closet shall be finished with cement mortar 1:3, 20 mm thick with adequate slope all round for draining into the closets. The footrests should be fixed at an angle as per standards.

2. The P.V.C. Flushing tanks shall be of three gallons capacity of Indian make conformation to I.S.I. specification supported of G.I. Brackets with necessary C.I. Chain and handle for pull float ball value of 2 P.V.C. connection to the water main and closet including wiped with white glazed paint 2" coats over a priming coat of red lead.

3. The fixing of water closet shall include the dismantling of existing floor wherever necessary and making necessary holes in walls etc., and restoring the structure to original condition after completion of the work. The flushing tank and accessories will be fixed to the wall with necessary clamps and brackets in cement mortar 1:4.

ADDITIONAL CONDITION FOR CONTRACTORS SPECIAL ATTENDTION No. – VIII

As per clause 26(1) 4 of general conditions of contract, the shrinkage period of six months referred to in main clause 26(1) will be one year in respect of all contract for construction of original building either semi permanent or permanent to ensure structural stability of the building and as per G.O.Ms.No. 283 P.W. (G2) Department Dated 21.05.1999.

As per clause 64(1) the with held amount of 2½% from the final bill in respect of contract for construction of original building will be retained by the Government a total period of one year in lieu of two years period reference to in G.O.Ms.No. 1465 P.W. Dated 22.07.1982 and will be released either on

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the expiry of one year period of executing an indemnity bond by the Contractor to the satisfaction of the Executive Engineer, for a further period of four years to ensure structural stability of the building under clause 20(1) and as per G.O.Ms.No. 283 P.W. (G2) Department Dated 21.05.1999.

ADDITIONAL CONDITION FOR CONTRACTORS SPECIAL ATTENDTION – IX

The Contractor is bound for recovery under Revenue recovery act for any liabilities under this contract.

If at any time the Executive Engineer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the provisions in the articles of Agreements the Executive Engineer shall so advise the contractor in writing and at the same time demand compliance. If the contractor neglects to comply with such demand within 7 days after the receipt of such notice it shall then or at any time thereafter be lawful for the Executive Engineer to terminate the contract which termination shall carry with the forfeiture of the security deposit and total of the amount withheld from the final bill together with value of such work as may have been executed and not paid for such proportion of such total sum as shall be assessed by the Executive Engineer.

ADDITIONAL CONDITION

The work contract assigned to the contractor's shall be cancelled if they engage child labour in executing works and such contractors should be black listed for three years.

ADDITIONAL CONDITION OF CONTRACT.

According to the provisions contained under Rule No. 14(5) of Tamil Nadu Transparency in Tenders Rule 2000, the following instructions are hereby issued under Percentage System towards maintenance and repair works as per the Engineer-in-Chief (Buildings) & Chief Engineer (Buildings), P.W.D., Chennai Region, Chennai vide Circular Memo No. HDO(A)/13205/2011 Dt. 05.05.2011

1. In the case if the tenderer quotes at 5% to 15% less than the department value he should enclose the additional security deposit at 2% extra on the department value in the manner specified under rule 14 (1) of Tamil Nadu Transparency in Tenders rules, 2000 in addition to the Earnest money deposit and security deposit.

2. Similarly, in the case if the tenderer quotes rates at minus 15% and above than the department value, he should enclose the additional security deposit at 50% of the difference in value on the department value and the quoted value, in the manner as specified under rule 14 (1) of Tamil Nadu Transparency in Tenders rules, 2000 in addition to the Earnest money deposit and security deposit.

3. The Tender documents received without the required Earnest money deposit, Security deposit and the additional security deposit, as indicated above will be treated as non-responsive and summarily rejected at the first instance itself.

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ADDITIONAL CONDITIONS
TENDER CONDITIONS AMENDMENT TO BE MADE DUE TO IMPLEMENTATION OF GST (ANY FURTHER MODIFICATIONS / ADDITIONS CAN BE DECIDED BY THE TENDER INVITING AUTHORITY.

The Tenderer should furnish the ' **Copy of Goods and Services Tax (GST) Registration No.**

The tenderer shall quote the rates and prices (both in figures and words) for all the items of the works described in the Bill of Quantities **excluding GST** along with sum of the quoted tender value **excluding GST** at the end (both in figures and words)

GST RATES AT 12% FOR WORKS CONTRACT

Government of India has notified vide Notification No. 20/2017-Central Tax (Rate), dated 22nd August, 2017 and Notification No.24/2017 – Central Tax (Rate). dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) at 12% (CGST at 6% + SGST at 6 %) is leviable 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 12% 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 (2017-18), 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.**

TOTAL TENDER PRICE

The total tender price will be the cumulative of value quoted for construction (Total Basic Rate+GST), shall be substituted.

The amount of EMD is fixed at 1% of the contract value of work put to tender **(including the GST Amount)**

The successful tenderer shall furnish a Security Deposit in the shape of Demand Draft drawn in favour of Executive Engineer for an amount equivalent to 2% of the contract value **including the GST Amount.**

In additional to the aforesaid security deposit, retention amount shall be deducted from the running account bills, a sum equivalent to 5% (five Percent) of the total value **(Including the Goods and Services Tax (GST) Amount for all the running account bill)** of each bill as retention money.

Out of the 5% retention amount, 2 ½ % (Two and half Percent) of the total value of the work so far executed will be released to the contractor on payment of final bill, **and in the final bill, the Goods and Services Tax (GST) amount retained in previous payment has to be released to the contractor without interest.**

and the balance 2 ½ % will be retained for period of One year reckoned from the date of completion of the work, as all defects shall have been made good according to the true intent and meaning hereof, whichever shall happen last.

The retention money of 2 ½ % **including GST** (TWO and a Half Percent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the Bidder without interest after the defects liabilities attached to the contract is over".

The lowest tenderer will be identified who quotes lowest total tender price which including GST as per the clause..... Negotiation of rates will be made only with the lowest tenderer for reducing the quoted rates and the negotiation will be made for the rates quoted to the items in the construction part alone and not for GST amount.

After negotiation with lowest tenderer, the GST amount will be recalculated at 12% of the sum of the Negotiated tender value (excluding GST) for construction Cost specified in the BOQ, subject to GST rate applicable from time to time as recommended by the GST Council.

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Substantially responsive to the tender documents and who has offered the lowest evaluated total tender price **(Total Quoted Value including the Goods and Services Tax (GST) Amount)**

Part or completed payment will be made only on satisfactory completion of work in full /Part thereof and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the Measurement Book.

a) For every Bill 12% of GST will be paid to the contractor based on the value of work done for Construction by the Employer. After the payment including 12 % of GST, the Contractor should pay the GST Amount to Government through his GST Registration No. Also the contractor needs to submit the Material purchase bill mentioning the name of the work/s in the package and GST No. to the Employer.

b) First Bill Payment:

At the time of payment for first running account bill, the contractor 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 contractor should produce the GST paid details of services upto 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 contractor should produce the GST paid details for all the materials used for construction work and GST paid details for services for the upto previous payment (i.e. GST paid detail for the up to 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 contractor to the employer in few days after getting payment.

The Applicant should produce income tax Clearance certificate valid for the current period, 'VAT' Verification Certificate (i.e. Previous assessment year and 'TIN' number having validity **and copy of Goods and Services Tax (GST) Registration No.**

The quantities given here are those upon which the lump sum tender cost of the work is based, but they are subject to alternations, omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates excluding GST Amount, quoted below are those governing payment for extras or deductions or omissions according to the condition of the contract, as set forth in the Preliminary specification of the standard specifications for roads and bridges with the MORTH Specifications and other condition of specifications of the contract.

It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawings, or as may be ordered from time to time by the Collector and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works concerned therewith. The rates quoted excluding GST Amount are for the finished works in situ and complete in every respect.

The tendered should quote their rates excluding GST for the quantity and units specified under metric units under Schedule

The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties (except GST), together with all general risks, liabilities and obligations set out in the Contract. The GST amount will be calculated at 12% of sum of the Bid value (excluding GST) quoted by the bidder for construction Cost specified in the BoQ. The BoQ should include **GST (Goods and Services Tax)Amount.**

Goods and Services Tax (GST) Registration and Addition of GST in Bills:

The Contractor should be required to indicate their GST registration number under the Goods and Services tax (GST) Act 2017 in the tender form. The central Goods and Services (CGST) Act 2017, the integrated Goods and Services (IGST) ACT 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. under the new tax regime, GST (Comprising CGST, SGST and IGST) on works contracts for Government work was finally notified at 12 Percent. As per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.

Contractor

Sd/-----
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