



GOVERNMENT OF TAMILNADU PUBLIC WORKS DEPARTMENT

Office of the Superintending Engineer, P.W.D.,
Buildings (Construction & Maintenance) Circle ,
Medical Works, Coimbatore.

TENDER DOCUMENT

Name of work : **Providing Front Elevation to the main work
of Construction of Institution Buildings for
New Government Medical College and
Hospital Buildings for 150 MBBS Students at
Krishnagiri in Krishnagiri District.**

Tender shall be submit on or : **25.05.2022**
before 3.00 pm. On

E.M.D. : **Rs. 58,000/-**

Contractor

**Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

முக்கிய அறிவிப்பு

முன்வைப்புத் தொகையை தேசிய சேமிப்புப் பத்திரங்களாகத் தருவதாய் இருந்தால் ஒப்பந்தப்புள்ளி அறிவிப்பில் தெரிவித்தபடி குறிப்பிடப்பட்டுள்ள செயற்பொறியாளர் பெயருக்கு அடமானம் செய்த பின்னரே ஒப்பந்தப்புள்ளியுடன் இணைக்க வேண்டும். அடமானம் செய்வதற்கான விண்ணப்பத்தில் கையொப்பமிட்டால் மட்டும் போதாது. தவறினால் கண்டிப்பாக ஒப்பந்தப்புள்ளி கணக்கில் எடுத்துக் கொள்ளப்படாது, உடனடியாக தள்ளுபடி செய்யப்படும்.

Contractor

Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.

ANNEXURE
PARTICULARS TO BE FURNISHED BY THE TENDERER

1. Name of the tenderer and address :
2. Name of work
3. Date of tender :
4. Total value of tender :
5. Details about E.M.D. enclosed for this tender and its validity :
Including the Goods and Services Tax
(GST) Amount
6. Registered class of the tenderer with monetary limit and department in which registered. Certified copy of the registration should be attached. :
7. Recent work (details about name and place of work, value of the work etc., should be furnished) :
8. Works under execution (details about name and place of work value of the work etc., should be furnished) :
9. Command of labour in brief :
10. Turnover of previous year (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. (i) GST Registration Number :
(ii) Whether GST clearance certificate is enclosed? If not, when it will be produced?

:

Contractor

Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.

13. In case of registered co-operative societies they should furnish name of the nominee with their credential details at the time of tender itself. They should also certify, that the nominee of the

society is not a registered contractor in the Dept. :

14. TECHNICAL ASSISTANT DETAILS

1. Name :

Qualification certificate

Experience certificate :

2. Name :

Qualification certificate Experience
certificate :

OR

1. Name :

If retired Civil Engineer, Designation
and date of retirement (copy to be
enclosed) :

15. Any other details :

NOTE : *The consent letter from the Technical Assistant proposed to be employed should be obtained and enclosed with the tender.*

Contractor

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Special Chief Engineer, P.W.D.,
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Coimbatore-1.**

DECLARATION TO BE GIVEN BY THE UNEMPLOYED ENGINEER

1. Name :
2. Address :
3. Age :
4. Native place :
5. District :
6. Qualification :
7. Year of passing :
8. No. of years of employment :
9. Name of the Division in which
registered as an unemployed Engineer :
10. Date of registration :
11. Class of contractor :
Monetary Limit
12. Previous experience in year
 - a) Irrigation
 - b) Head works
 - c) Building
 - d) Bridges
 - e) Others

(Details with regard to name of work, nature of work etc., may be furnished in a separate sheet)

Contracts	Name of work	Value of work	Period of work	Nomination of tender
(1)	(2)	(3)	(4)	(5)

13. Annual turnover for first three years :
14. Solvency / Immovable / Cash :
15. Tools and Plant owned :
16. Was there any default in fulfilling terms
of contract and result and penal action :
17. Special remarks if any :

Station :
Date :

Signature and name of the
Unemployed Engineer

Contractor

**Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
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ADDITIONAL GENERAL CONDITIONS (i.e.) IN ADDITION TO GENERAL CONDITIONS TO CONTRACT APPENDED WITH T.N.B.P.

1. POSTAL TENDERS :

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

2. E.M.D

The acceptance of EMD in various approved forms duly pledge in favour of the Executive Engineer concerned is subject to the specific condition that the successful tenderer should pay the Security Deposit (including E.M.D) in the form of small savings scripts\ deposits \ Accounts\ Irrevocable Bank Guarantee in the prescribed format in lieu of other mode of payment for E.M.D. If offering Indravikas patras, the Contractor should note his name in the back side of the said patras and to furnish a letter stating that he is submitting the Indravikas patras of such Indira Vikas Patras will only be taken for calculation.

3. SECURITY DEPOSIT:

In case of contracts for Buildings works the Security Deposit (i.e., 2% of the value of contract minus the E.M.D. already remitted) will be collected at one time only equivalent to 2% of the contract value including GST Amount). The Security Deposit can be paid to the contractor asking them to invest the amount so paid in small savings scripts and to hand over to the Executive Engineer concerned by pledging them in his favour, subject to the condition that unless the contractor remit the security deposit in small savings scripts (which will be returned after observing the rules in force), their further bill to the work carried out by them will not be paid.

Additional security deposit will have to paid by successful tenderer if called for, Irrevocable bank guaranty in the prescribed form shall be accepted towards security deposit retention money also **(G.O.Ms.No.283/PW(G2)Dept./Dt.21.05.99).**

4. GST:

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).

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5. WITHHELD AMOUNT:

The withheld amount at 5% percent be recovered from each bill based on the value of work done.

6. CLAIMS OF CONTRACTORS ON ACCOUNT OF LOSSES DUE TO UNPRECEDENTED FLOODS AND OTHER ACTS OF GOD:

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

7. STANDARD SPECIFICATIONS:

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

8. SAFETY CODE:

The safety measures and all amenities for the labours shall be made by the Contractor at his cost as indicated in the safety code vide appendix to General Conditions to Contract and clause 34,35 and 42.1 to 42.6 of General Conditions to Contract.

9. RETENTION OF 2½% FOR ONE YEAR:

In case of contract for construction of building either permanent or semi Permanent buildings, a sum equivalent to 2½ % of the value of work done will retained with the Government for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so retained with the Government will be refunded, only on expiry of one-year period referred to above and on execution of indemnity bond by the contractor for further period of four years.

The contractor shall be liable to set right all defect arising out his faulty Execution of sub standard work notice during the above five years period at his cost **(G.O.Ms.No.283/PW(G2) Dept. / Dt.21.05.99).**

In addition 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, 2½ % (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 2½% will be retained for a 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 2½% 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.

Contractor

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GOVERNMENT OF TAMILNADU

PUBLIC WORKS DEPARTMENT

Office of the Superintending Engineer, P.W.D.,

Buildings (Construction & Maintenance) Circle, Medical works, Coimbatore – 641 001.

Name of work : Providing Front Elevation to the main work of Construction of Institution Buildings for New Government Medical College and Hospital Buildings for 150 MBBS Students at Krishnagiri in Krishnagiri District.

Last Date for receipt of tender : 25.05.2022 upto 3.00 pm

Date and time of opening : 25.05.2022 at 3.30 pm

E.M.D to be remitted : Rs.58,000/- (Rupees Fifty eight Thousand only) including the Goods and Services Tax (GST).

Mode of E.M.D. to be remitted: In the shape of Demand draft of the Nationalized and Scheduled banks drawn in favour of Executive Engineer concerned and National Saving script / Deposit / Accounts of postal Department pledged in favour of the Executive Engineer concerned.

Note :

- 1. The tender document and E.M.D. should be enclosed and covered with sealed. Tenders not submitted in sealed cover will be summarily rejected.*
- 2. The rate In words and figures for each item of schedule should be furnished by the tenderer without fall In appropriate columns. Corrections scribbling overwriting and erasing (should be avoided as far as possible) should be attested by the contractor.*
- 3. The total value of each Item of work should be worked out and entered in the amount column. Proper care must be taken in working out the value of each item of work taking Into account the unit for which the rate is quoted and the quantity of work to be done under the Item.*
- 4. The total of each page should be noted at the end of each page and carried over to next page. The grand total value of the tender should be worked out and furnished at the end, both in words and figures.*
- 5. 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).*
- 6. The Tenderer shall quote the rates excluding GST for the quantity and units specified under metric units under schedule.*

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FOR SPECIAL ATTENTION OF THE TENDERER

1. Proof of registration in P.W.D. as a Civil & Electrical contractors shall be attached with the tender.
2. Current Income Tax clearance certificate shall be enclosed with the tender,
3. The Tenderer should furnish the **Copy of Goods and Services Tax(GST) Registration No.**
4. E.M.D. will be accepted in the shape of chalan, Deposit at call receipt, Demand Draft of the Nationalized and Scheduled banks drawn in the name of Executive Engineers concerned and National Saving Scrip/Deposit/Accounts of Postal Department pledged in favor of the Executive Engineer concerned Indravikas patras are acceptable. The tenderer should write in the back of Indrayikas Patra his name and address. He should also give an undertaking to the Executive Engineer in writing that the Indravikas patras bearing relevant register number are submitted as E.M.D. No other mode of payment will be accepted.
5. The successful tenderer should convert the E.M.D. already deposited and additional security deposit if any required for the fulfillment of contract into National Savings Certificates / Accounts pledged in favour of the Executive Engineer concerned.
6. The following particulars shall also be furnished by the contractor along with the tender.
 - a) List of details of works executed by the contractor with their value.
 - b) A list of details of work under execution by the contractor with their values.
 - c) Annual turnover of the last one year (necessary certificate to the effect issued by the respective bank shall be attached)
7. The tender documents will be issued to the contractors registered in Public Works Department in the appropriate class.

Contractor

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Special Chief Engineer, P.W.D.,
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Coimbatore-1.**

SPECIAL INSTRUCTION TO THE TENDERERS

1. The Tenderer should carefully go through the tender schedule and quote their rates for all items.
2. The rates should be filled in neatly in figures and in words and taking into account the metric units specified in the tender, scribbling, over writings and erasing should be avoided as far as possible.
3. The amount of each item 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 under the item.
4. The total for each page should be arrived at and, carried out to every page and the grand total value of work should be worked out and shown at the end. And 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).
5. The tender should be submitted along with a covering letter giving full details, as called for in the tender notice together with the copy of letter registering them into the appropriate class.
6. In case the tenderers who are eligible for confessional Earnest Money Deposit and accordingly they should furnish the reference No. and date in which the concession was granted to them. A copy of the aforesaid reference may be enclosed along with the tender for ready reference.
7. Income tax clearance certificate for the current year should be submitted along with the tender or the tender in which the Income Tax clearance certificate for the current year was submitted to this office should be specified.
8. Details of previous work done by the Tenderers covering the cost of the work, the agreement, No. date, department in which the work was carried out, etc., should be furnished so as to assess the previous experience of the tenderers. Year wise details should be furnished so as to see that these tenderers have minimum experience of major building.
9. List of various machinery and other equipments at the tenderers disposal for use in the execution of the work, should be furnished.
10. The TENDER form should be filled in while submitted the tender. The tenders submitted without filling up the tender form are liable to be rejected.
11. The tender must be submitted in a sealed foolscaps cover duly signing all the conditions.

Contractor

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Add New Conditions for Goods and Services Tax (GST)

The Government of India has notified vide Notification No. 20 / 2017 – Central Tax (Rate), dated 22nd August, 2017 and Notification 21 No.24 / 2017 – Central Tax (Rate), dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) at 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

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

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

NEGOTIATIONS

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

AWARD OF CONTRACT

To be substantially responsive to the bidding documents and who has offered the lowest evaluated total tender price (Total Quoted Value including the Goods and Services Tax (GST) Amount).

MINIMUM CRITERIA FOR QUALIFICATION

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.

Contractor

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Special Chief Engineer, P.W.D.,
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APPENDIX - 1

TENDER NOTICE

(As amended in CO. M.S. No. 618/PW. Dt. 30.04.85)

on behalf of the Governor of Tamilnadu, Tenders will be received by the Superintending Engineer, PWD, Buildings (Construction & Maintenance) Circle, Medical works, Coimbatore – 641 001, at his office upto **3.00 PM on 25.05.2022** for the work of **Providing Front Elevation to the main work of Construction of Institution Buildings for New Government Medical College and Hospital Buildings for 150 MBBS Students at Krishnagiri in Krishnagiri District.** The tenders should be in the prescribed form obtainable from the **Superintending Engineer's office PWD, Buildings (Construction & Maintenance) Circle, Medical works, P.W.D. Campus, Coimbatore – 641 001.** The tenders will be opened by the Superintending Engineer at **3.30 P.M.** on the same day at the place aforementioned.

CONTRACTOR ELIGIBILITY

Registered Contractors in PWD Buildings Organisation, Water Resource Organisation in Class-I State Level (Above Rs.75.00 Lakh) with Live Certificate.

1. The tenderers or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening each tender prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. If any of the tenderers or their agents finds it inconvenient to be present at the time, then in such a case, the tender receiving officer will on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.
2. Tenders must be submitted in sealed covers and should be addressed to the Superintending Engineer, P.W.D. Buildings (Construction & Maintenance) Circle, Medical works, Coimbatore – 641 001, the name of the tenderer and 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 firm it shall be signed with the copartnership, name by a member of the firm who shall also sign his name and the name and address of each member of the firm shall be given. If the tender is made by a corporation it shall be signed by a duly authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.
3. Each tenderer must also send a certificate of Income Tax Verification from the appropriate Income Tax authority in the form prescribed therefore. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.
4. In the case of proprietary or partner firm it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
5. If the tenderer is a registered Public Works Dept. Contractor and if a certificate for the current year had already been produced by him during the calendar year in which the tender is made, it will be sufficient, if particulars regarding the previous occasions on which the said certificate was produced, are given.
6. All tenders received without a certificate aforementioned will be summarily rejected.

Contractor

**Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

7. Each tender must pay an Earnest Money, Deposit a sum of **Rs.58,000/- (Rupees Fifty eight Thousand only) including the Goods and service tax (GST)** either in the form of N.S.C. pledged in favour of the **Executive Engineer, P.W.D., Buildings (C&M) Division, Medical works, Salem** or in any other form as may be approved by the State Govt. from time to time as per para 155 of T.N.P.W.D. Code. This E.M.D. 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 authorized by the Superintending Engineer / Executive Engineer. The E.M.D. will not be received in cash or currency notes by the PWD Officers.
8. The EMD should be remitted in the shape of Small savings scripts, Deposits , Pass Books NSC KVP. If the Earnest money is remitted in the shape of National savings certificates and KVP., it must be Pledged In favour of the concerned Exertive Engineer. **If the EMD in the shape of NSC or KVP is not pledged in favour of Executive Engineers concerned, the tender will be summarily rejected.**
9. **The EMD will not carry any interest. It will be dealt with as provided in the tender.**
10. The acceptance of EMD in various approved forms duly pledged in favour of the Executive Engineer concerned is subject to the specific condition that the successful tenderer should pay the Security Deposit including EMD in the form of small savings scrip. Deposits account in lie of other mode of payment made for EMD before acceptance of the tender.
11. The tender will remain valid for a period of 90 days from the last date of receipt of tender. The validity period can be extended further if the contractor gives his consent in writing specifying the period of extension. The tenderer whose tender is under consideration, shall attend the Superintending Engineer's office before the end of the period specified by written intimation to him. In case, the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith upon intimation being given to him of acceptance of his tender, by the officer duly authorised in his behalf under article 299 (1) of the constitution hereinafter called "The accepting authority," make security deposit of 2% of the value of contract in one of the forms prescribed in Tamilnadu Public Works Account Code (ie) by taking into account of the amount of EMD already deposited with the tender it would be sufficient to pay the balance amount to make up the 2% of the value of contract for the purpose of Security deposit. However, the security deposit of one percent of the estimate cost of work can be deposited as one time deposit by the contractor. The security deposit together with earned Money Deposit and the amount withheld according to clause 64-1 of General conditions of Contract shall be retained as Security for the fulfilment of contract. It a cash 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 interest.
 - I. An additional Security deposit of 1 % of the value of the contract in one of the forms prescribed above will be remitted by the successful tenderer, if called for by the tender finalising authority.
 - II. 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 Govt.
 - III. If the contractor fails to carryout the contract, after paying requisite deposits, then he will be liable for the excess expenditure if any incurred to complete the work as contemplated in the General Conditions of Contract.
 - IV. It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender by the tenderer there emerges a valid contract between the Governor of Tamil Nadu and the tenderer, for execution of the work without any separate written agreement. For this purpose the tender documents ie., tender notice, tender offered by the contractor, General Conditions of Contract, special

Sd/-----

Contractor

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Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

conditions to the contract, correspondence, written communication of acceptance of tender etc., shall constitute a valid contract and that will be foundation of the rights of the 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.

12. The tenderer shall examine closely the Tamilnadu Building practice and also the General Conditions of Contract contained therein, and sign the divisional office copy of the Tamil Nadu Bldg., Practice and its addenda volume in token of such study before submitting his tender unit rates, which shall be for finished work in situ. He shall also carefully study the drawing and addl. specifications and all the documents connected with the contract. The Tamilnadu Bldg., practice and other connected documents with the contract such as specifications, plans, descriptive specifications sheet regarding materials etc., can be seen at any time between 11.00 a.m. and 5.00 p.m. on office days in the office of **Superintending Engineer. P.W.D. Buildings (Construction & Maintenance) Circle, Medical works, Coimbatore – 641 001.**
13. A copy of the set of contract documents can also be had on payment of **Rs.16,800/- including the Goods and Service Tax(GST)** for each set inclusive of Value Added Tax.
14. The tenderers attention is directed to the requirement for materials under the clause "Materials and workmanship" in the General Conditions of Contract. Materials conforming to the ISI Standards shall be used on the work, and the tenderer shall quote his rates accordingly.
15. **Tender Schedule Head of Account: 03902-Public Works - Buildings 005980800 AC22705 GST: 33AAAGE1085L1ZJ credited to Executive Engineer, PWD, Buildings Construction and Maintenance Division, Medical works, Salem.**
16. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work'. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The name of quarries and kiln etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in the tender notice or as required by the Executive Engineer shall be submitted for Executive Engineer's approval before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the descriptive specification sheet is of the opinion that materials complying with the standard or other specification of the contract cannot be obtained in quality or sufficient quantity, from the source defined in the descriptive specification sheet, he shall so state in his tender and state where from he intends to obtain materials, subject to the approval of the Executive Engineer.
17. The Govt. will not, how ever, after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the "General Conditions of Contract" regarding payment of seignior age tolls etc.
18. The tenderer's particular attention is drawn to the sections and clause in the General Conditions of Contract dealing with.
 1. Test, Inspection and rejection of defective materials and work.
 2. Carriage
 3. Construction plant
 4. Water and Lighting
 5. Cleaning up during progress and for delivery
 6. Accidents
 7. Delays
 8. Particulars of payment.

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

Contractor

**Sd/-----
Special Chief Engineer, P.W.D.,
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Coimbatore-1.**

19. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Govt. does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions deduction or additions at the discretion of the **Executive Engineer, Building Construction & Maintenance Division, Medical works, Salem or the Superintending Engineer, P.W.D., Buildings Construction & Maintenance Circle, Medical works, Coimbatore – 641 001**, as set forth in the conditions of contract. The tenderer will, however base his lump sum tender on this schedule of quantities. He should quote specific rates for each item in the schedule and the rates should be in rupees and in sums of five paise. The rates should be written both in words and figures and the units words. The tenderer should also show the totals of each item and the grand total of the whole contract and quote in the tender a lumpsum of which he will undertake to do the whole work subject to the conditions of contract such lumpsum agreeing with the total amount of Schedule A. The schedule accompanying the lumpsum tender shall be written legibly and free from erasures, over writings, or conversion of figures. Corrections, where unavoidable should be made by crossing out, initialing dating and rewriting.
20. Tenderers offering a percentage deduction from or increase on the estimate amount except in the case of tender for maintenance and repair works called for specifically under percentage rate tender system and those not submitted in proper form or in due time will be rejected.
21. The tenderer should workout his own rates, without reference being made to the Public Works Dept. schedule of rates or the public works department estimate. However in case of tenders called for under % rate tender system the tenderer should workout his own rate but quote his percentage rate above or below the total estimated cost of the work of the department indicated in the tender schedule.
22. The price at which and the sources from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderer must accept the materials at these prices and shall quote their price for finished works accordingly. Notwithstanding any subsequent change in the market value for these materials, the charges to the contractor will remain as originally entered in the written contract. No cent age or incidental charges will be borne by Govt. in connection with this supply.
23. The attention of the tenderer is directed to the contract requirements as to the time of beginning of work the rate of progress and the dates for the completion of the whole work and several parts. The following rate of progress and proportionate value of works done from time to time as will be indicated by the Executive Engineer's certificates of the value of work done will be required. Date of commencement of the programme will be the date on which the site (or Premises) is handed over to the contractor.

Contractor

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Coimbatore-1.**

Period after date of Commencement for	Percentage of work complete (Based on contract lump sum amount)
1st One Month	35%
2nd One Month	35%
Last One Month	30%
TOTAL	100%
(Total THREE Months)	

Note : The period to be entered in col. 1 for the purpose of following the rate of progress may be fixed by the Superintending Engineers or Executive Engineer to suit each case.

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

ADDITIONAL CONDITIONS

EMPLOYMENT OF TECHNICAL ASSISTANTS

The tenderer who himself is not professionally qualified should undertake to employ qualified technical men at his cost to look after the work. The tenderer should state in clear terms whether he undertakes to employ technical men required by the Department specified in the Schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ. Technical men under him he should see that one of the technically qualified men is always at the site of work during working hours, personally checking all items of works and paying extra attention to such works as may demand special attention eg., reinforced cement concrete works etc.

Contractor

Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.

Employment of Technical Personnel

(GO Ms.No.1645 PWD dt.06.10.1981 & CE (B)'s No.CTO/(A) 172653/80 dt.08.08.1984

GO Ms.No.181 PW (GI) Dept.dt.16.05.2003

Value of Contract	Qualification and No. of Technical Assistant to be employed
1. Upto 1 Lakh	1) No Technical Assistant need be employed if situation and nature of work warrants. i) A Diploma Holder in Civil Engineering (or) ii) A retired Junior Engineer may be employed.
2. From one to Rs.5.00 Lakhs	1) One Diploma Holder in Civil Engineering (or) 2) Not less than one retired Junior Engineer
3. From Rs.5 to 10 lakhs	1) One B.E., (Civil) (or) 2) Equivalent Degree holder (or) 3) Not less than one retired Sub Divisional Officer AEE / ADE (or) 4) One Diploma Holder with three years experience.
4. From Rs. 10 to 25 lakhs	1) One B.E., (Civil) with 3 years experience plus ONE DIPLOMA Holder in Civil Engg. (or) 2) Equivalent Degree holder with 3 years experience plus one Diploma holder in Civil Engg. (or) 3) Not less than one retired AEE/ADE plus one Diploma holder in Civil Engg. (or) 4) Two diploma holder in Civil Engg. with 3 and 5 years experience respectively.
5. From Rs. 25 to 50 lakhs	1) One B.E., Civil with 3 years experience plus two diploma holders in Civil Engg. (or) 2) One B.E., (Civil) with 3 years experience plus two retired Junior Engineers. (or) 3) Equivalent degree holder with 3 years experience plus two Diploma holders in Civil Engg. / Two retired Junior Enggs

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(or)

- 4) One retired Sub Divisional Officer (AEE or ADE) Plus two diploma holders in Civil Engg.

(or)

- 5) One retired SDO (AEE or ADE)
Plus two retired Junior Engineers

6. Above Rs. 50 Lakhs

- 1) To be examined in individual cases depending upon the nature of work and the technical skill involved and defined in the tender notice regarding the No. of qualified technical personnel to be employed by the contractor.

6. A penalty of Rs.2,000/- PM for diploma holder and Rs.5,000/- PM for Degree Holder be levied in case of default on the part of contractors in the norms mentioned above.
7. The employment of Technical Assistant should be based only on the value of contract. Engineers with Mechanical Engineering qualification and retired from Civil Engineering Departments are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineering field.
8. It will not be incumbent on the part of the Contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and during such period in the opinion of the Executive Engineer, the employment of Technical Assistant is not required for the due fulfillment of the Contract.
9. A movement register should be opened and maintained for Technical Assistants employed by the Contractor or for the Technically qualified contractor. The Technical Assistant or Technically qualified Contractor should note the arrival and the departure timings every day along with their initials. Such Register should be produced during inspection of the Inspecting Officers.
10. Without prejudice to the generality of the above clause the contractor shall during the currency of the contract, when called upon by the Engineer-in-charge engage and also ensure engagement by the Sub Contractors and others employed by the contractor in connection with the work such number of apprentices in the category mentioned, below and for such period, as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act 1961 and the rules made thereunder and shall be responsible for all obligations of the employer under the said act including the liability to make payments to apprentice as required under that said act.
11. Deleted.
12. A tenderer submitting a tender which the tender accepting authority considers excessive and/ or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price for

Contractor

**Sd/-----
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materials - price permissible for the tenderer to charge a private purchaser under the provision of clauses 8 of hoarding and profiting prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

13. The contractor should offer employment to ex-toddy tappers as far as possible.

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

14. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the competent authority, may at his discretion, cancel the contract or invoke any of the penalties for the breach of contract provided in the conditions of agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act. Contractor shall, during the currency of the contract, ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training/State Apprenticeship Adviser, Tamil Nadu. 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 said Act including the liability to make payments to the apprentices as required under the said Act.

Value of contract	Category	No. to be appointed
Rs. 1.00 lakh and upto Rs. 3.00 lakhs	1. Building Constructor 2. Brick layer	1 .
Above Rs. 3.00 lakhs and upto 10.00 lakhs	1. Building Constructor 2. Brick layer Diploma 3. holder in Civil Engineering	1 1 1
Above Rs. 10 lakhs and upto 50.00 lakhs	1. Building Constructor Brick layer B.E., (Civil) or 2. equivalent degree holder	1 1

15. "Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and Training/State Apprenticeship Adviser, a certificate to the effect that "That 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.
16. "Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and Training/State Apprenticeship Adviser, a certificate to the effect that "That 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.
17. In the case of contracts for construction of buildings either permanent or semi permanent buildings, a sum equivalent to 2 1/2% of the value of work done will be retained with the Govt. for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so retained with the Govt. will be refunded only on the expiry of one year period referred to above and on execution of Indemnity bond by the contractor for a further period of four years. The contractor shall be liable to set right all the defects arising out of his faulty execution or sub

Contractor

**Sd/-----
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standard work noticed during the above five years period at his cost.

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

- a) Equipment (Transport of materials viz. lorries and carts, concrete mixers)
- b) Organisation
 - (i) Technical & (ii) Unskilled

19. The tender of the contractor who agrees to employ the maximum No. of Ex. service Men (No. to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on their covering letter.

20. The Superintending Engineer 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 tenders.

21. 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).

22. No seigniorage shall be charged where due for materials quarried from the PWD or other Govt. Quarries. Assistants as necessary shall be given to the contractor by the Department to obtain access to quarries approved by the Executive Engineer. No plotrent will be charged for materials stocked on Govt. land during the course of construction provided all such materials are removed within one month after the work is completed.

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

Contractor

Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.

I. TENDER

To

His Excellency the Governor of Tamilnadu,
represented by the
Superintending Engineer, PWD
Buildings Construction & Maintenance Circle,
Medical works, 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 specification deposited in the office of the Circle/Division with such variations by way of alterations or additions to and omission from the said works and method of payment as are provided for in the conditions of contract for the sum of Rupees (in figures and words) _____ or such other sum as may be arrived at under the clause of the General Conditions of Contract relating to "Payment on lumpsum basis or by final measurements at unit prices"
2. I/We have also completed the priced list or 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 of Contract.
3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my or our tender, I/We have carefully followed the instruction in the tender notice and have read the Tamilnadu Building Practice and the General Conditions of 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 to thoroughly understand the intention of the same and requirement, covenants, stipulations and restrictions contained in the contract and in the said plans and specification, and distinctly agree that I/We will not hereafter make any claim or demand upon the Govt. based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements covenants stipulations restrictions and conditions.
4. I/We enclose an income tax verification certificate.

I/We being a registered PWD contractor have already produced an Income Tax verification certificate during the current calendar year in respect of _____ (here particulars of the previous occasions in which the certificate was produced should be given) The legal address of the contractors for service of all letters and notices will be as follows. _____

5. (i) (a) I/We enclose herewith a chalan for the payment of the sum of Rs

..... (to be entered in words and figures) as Earnest Money not to bear interest.

- (i) (b) I/ We have paid Rs(Rupees ,
.....as against the E.M.D. of Rs. ,
(Rupees) only.

Since I am/We are eligible to pay the EMD, at concessional rates.

Contractor

**Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

(i) (c) in lieu of a cash

I/We.....have enclosed a
bearing No Date
issued by
for a value of Rs
drawn/enclosed /pledged in favour of the Executive Engineer, PWD.

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

6. If my/our tender is not accepted this sum shall be returned to me/us on my/our applications when intimation is sent to me/us of rejection or at the expiration of three months from the date of this tender whichever is earlier. If tender is accepted, the Earnest Money shall be retained by the Govt. as security for the due fulfilment of contract. If upon intimations being given to me/us by the authority authorised by the Governor under article 299 (1) of the constitution (hereinafter called the accepting authority) of acceptance of tender (I/We) fail to make the additional security Deposit, then I/We agree to the forfeiture of Earnest Money Deposit. Any notice required to be served on me or us hereunder shall be sufficiently served on me or us if delivered to me or us personally or forwarded to me or us by post (Registered or ordinary) or left at my or our address given herein. Such notice shall, if sent by post be deemed to have been served on me or 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 ie. Tender notice tender with schedules General Conditions of Contract and special conditions of the tender negotiation letters, communications of acceptance of tenders, shall constitute a contract for this purpose and be the foundation of rights of both the parties provided that it shall be open to accepting authority to insist on execution of any written Agreement by the tenderer, if administratively considered necessary or expedient.

8. I/We have also signed the copy of Tamilnadu Building practice and addenda volume, thereto maintained in the Division office in acknowledgement of being bound by all conditions of the clauses of the General Conditions of Contract and all specifications for item of works described by a specification number in Schedule A.

9. In consideration of the payment of Rupees or such of the sum as may be arrived at under the clause of the General conditions of 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 I to inclusive (Schedule - B) and described in the specifications (Schedule - C) and to the extent of probable quantities shown in (Schedule - A) with such variations by way of alterations additions to or deductions from the said work and method of payment therefore as are provided for in the said conditions.

10.(i) The term "Executive Engineer" in the said condition shall mean the Public Works Department officer in charge of the Division having jurisdiction for the time being over the work who shall be competent to exercise all the powers and privileges reserved herein in favour of the Govt. with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorised under articles 299 (1) of the constitution.

(ii) In the event of the work being transferred to any other circle/division/sub division, the Superintending Engineer / Executive Engineer / Assistant Executive Engineer who is incharge of the work will exercise the powers and privileges reserved in favour of Govt.

Contractor

Sd/-----
**Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

11. I/We agree that the time shall be considered as the essence of the contract and I/We hereby agree to commence the work as soon as this contract is accepted by the competent authority as defined by the Tamilnadu Public Works Department code and the site (or premises) is handed over to me/us as provided for in the said conditions and agree to complete the work as **Three (3) Months** from the date of such handing over of the site(or premises) and to show progress as defined in the tabular statement "rate of progress" subject nevertheless to the provisions for extension of time contained in clause 56 of the General Conditions of Contract appended to the 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 portions 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 of Contract.
13. I am/We are professionally qualified and my/our qualification are as follows.

I/We in pursuance of clause 18 of tender notice, undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works „ as may require special attention (eg.,) reinforced cement concrete.

	Name of technical staff proposed to be employed (1)	Qualification (2)	Experience (3)
1.			
2.			
3.			
4.			
.			

14. I/we agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General Conditions of Contract shall be : **The Superintending Engineer, WRD, of the Bhavani Basin Circle, Erode** In case, the value of claim does not exceed Rs.50,000/-

Signature of the Contractor with Date

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
is accepted on this day of

Signature and Designation

*Signature of Witness in full
and address with name in block letters*

Contractor

**Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

SCHEDULE - A
(Schedule of Rates and Approximate Quantities)

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

Item No	Probable Quantities	Class and Description work	T.N.E.B.P No or other special specification no if any	Rate World Figure	Unit Words	Amt figure
VIDE SHEETS ATTACHED SEPARATELY						

SCHEDULE -B

LIST OF DRAWINGS

Note: All drawings to be signed by the contractors as well as the officer entering into the contract.

SUPPLEMENTAL LIST

As referred to in the specification including the General Conditions of contract in Tamilnadu Building practice

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

Description Specification Sheet

Item	Materials			
	Size alternative to Std. Specification size or size prescribed Mortar and concrete	Source from which item is to be obtained	Approximate lead	remarks
DELETED				

Contractor

30/-----
**Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

SCHEDULE -C

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

1. The contractor shall employ the following technical staff for supervising the work and shall see that one of them always at site during working hours personally checking all items of work and paying extra attention to such works as may demand special attentions eg. Reinforced cement concrete works etc.

Name of the members of the technical staff to be employed	Qualification
1) Site Engineer - B.E., 1 No. 2) Site Engineer – D.C.E., 2 Nos.	BE(Civil) 5 Years Experience DCE(Civil) 3 Years Experience

Note 1 : In case the contractor Is himself professionally qualified the above specification should be suitably altered and In case In which the contractor selected has not given In undertaking to employ qualified men it should be scored out.

2. A penalty of Rs.2,000/- per month for Diploma Holder and Rs.5,000/- p.m. for Degree holder be levied in case of default on the part of the contractors as per norms fixed by the Government for employment of Technical Assistant.
3. The employment of Technical Assistant should be based only on the value of contract Engineers with Mechanical Engineering qualification and retired from Civil Engineering Departments are also suitable to supervise the civil Engineering works because of their experience in Civil Engineering Field.
4. In case of the contractor who is professionally qualified is not in a position to remain always at the site of the work during hours personally checking all items of the work and paying extra attention to work as may demand special attention (eg.,) R.C.C. work etc. he should employ technically qualified men as prescribed for the works.
5. A movement register should be maintained for Technical Assistants employed by the Contractor or for the technically qualified Contractor. The Technical Assistants or Technically qualified contractors should note the arrival and the departure timings every day along with-their initials. Such register should be produced during inspection of the Inspecting Officer.
6. It will not be incumbent on the part of the contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and if during such period in the opinion of the Executive Engineer, the employment of Technical Assistants is not required for the due fulfillment of the contract.
7. Without prejudice to the generality of the above clause the contractor shall during the currency of the contract, when called upon by the Engineer-in-charge engage and also ensure engagement by the Sub Contractors and others employed by the contractor in connection with the work such number of apprentices in the category mentioned, below and for such period, as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act 1961 and the rules made thereunder and shall be responsible for all obligations of the employer under the said act including the liability to make payments to apprentice as required under that said act.

Contractor

Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.

Details of Technical personnel under regular employment of the tenderer who can be made available for the work of Construction of : Construction of integrated center for Hemophilia and Haemolobinopathy (ICHH) on the first floor of the existing DEIC building in Government Medical College Hospital at Dharmapuri in Dharmapuri District.

Sl. No	Designation	Name	Educational Qualification	Under regular employment with tenderer since	Total Span of experience	Salary being paid	Remarks
a)	Site Engineers- 1 No. (With degree (B.E.) Civil qualification with at least 5 years experience)						
b)	Site Engineers- 2 Nos. (With Diploma (D.C.E) Civil qualification with at least 3 years experience)						

II. TENDER

1. Tenders with tampered seals will not be accepted.
2. Tenders in which the rates are not written in words will generally be rejected. In case of any discrepancy while expressing rates in words, the rate whichever is advantageous to Govt. will only be taken into account. Tenders containing overwriting, corrections which are not attested by the tenderers will be liable for rejection.
3. The contractor should satisfy himself about the availability of the various materials at the quarries specified in the tender schedule for the work before tendering. In case, the contractor feels any difficulty in procuring the material from the stipulated quarries he should make a special mention of the fact with details of the quarry / Quarries from which he proposes to bring the required materials for the work in the covering letter to accompany his tender. Any claim for payment of extra cost on account of increase in the lead for materials at the later stage will not be accepted.
4. In case it is found by the Departmental Officers that the contractor has brought any of the required materials from a quarry with lesser lead than that is specified. in the schedule, proportionate deductions will be made from the contractors rate of payment for the finished work for the respective item / items of work.
5. A deduction of 2% will be made towards income Tax in every payment made to the contractor.
6. The successful tenderer should convert the E.M.D. already deposited and additional security deposit if any required for the fulfillment of contract into National Savings Certificates / Accounts pledged in favour of the Executive Engineer concerned Bank Guarantee for the Security deposit may be furnished vide G.O.No.283/PW(G2)Dept./dated 21.05.1999.
7. Irrevocable Bank Guarantee shall be accepted towards security deposit Retention money only G.O.Ms.No.283/PW(G2)Dept./Dated 21.05.1999.
8. Under Section 7F of T.N.G.S.T. Act 1999 and Notification dated 31.5.99 2% of deduction will be made for Civil work and 4% will deducted in respect of all other works.

9. Percentage Tender Conditions :

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

Contractor

**Sd/-----
Special Chief Engineer, P.W.D.,
Buildings (C&M) Circle, Medical Works,
Coimbatore-1.**

(As per the Office of Engineer - in - Chief, WRO and Chief Engineer (General), P.W.D. Chepauk, Chennai - 5. Circular Memo No. H.D.O. (A) / 65964 / 99.1, dt. 02.12.99).

CONDITION AN ITEM NO.23 OF TENDER NOTICE ACCOMPANING THE TENDER

SI.No.3:- An irrevocable Bank Guarantee will be accepted towards Security Deposit in the prescribed form. An affidavit in prescribed form is to be taken up the contractor on a non-judicial stamp paper before a Judicial Magistrate.

SI.No.4:- As per GO Ms No.296, Finance (Salaries) Department, dt.09.10.2017, the entire GST of the supply will have to finally borne by the procuring entities.

SI.No.5:- In the case of contracts for the Construction of buildings either permanent or semi permanent buildings, a sum equivalent to 2 1/2% (Two and half percent) of the value of work done will be retained with the Government for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so retained with the Government will be refunded only on expiry of one year period referred to above and on execution of Indemnity bond by the contractor for a further period of four years.

Otherwise on irrevocable Bank Guarantee and affidavit in the prescribed form will be accepted in lieu of retention money.

III. Execution of Work

1. The entire work should be carried out as per specifications in the National Buildings code and Tamilnadu Building Practice.
2. The contractor shall make his own arrangements for clean and fresh water and shall meet all charges therefore. The special attention of the contractor is drawn to clause 36 of General Conditions of Contract regarding water and lighting.
3. The rates specified in schedule for the different items of works are for the finished work.
4. 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.
5. All minor baling and pumping incidental on the work shall be borne by the contractor, where heavy pumping is required the baling will be done departmentally. If the contractor is asked to do, the charges will be paid as per actual plus 10%. The Executive Engineer in charge of the work will be the final authority to decide whether pumping is minor or heavy.
6. The payment for Earthwork will be made for embankment excluding the quantity of pebbles, boulders and other such materials which shall not normally be used along with the earth for formation of bund.
7. The cement concrete for reinforced cement concrete works shall be machine mixed.
8. The lime mortar shall be ground in mortar mill as per T.N.B.P.
9. More than 90 cm height of concrete should not be laid in one day. At the place where the concrete is stopped, it should end in the form of steps so as to facilitate receiving of the next length of concrete. Once a height of 90 cm of concrete is laid, it should be cured for three days before further concrete is laid.
10. The teakwood or country wood (Karimarudhu or pillaimarudu) shall be of best quality and shall be subject to inspection and approval by Executive Engineer before use on the work.
11. PAINTING : Paint used for the work shall be of approved brand and colour.
12. Plastering : All external corners, "TEE" beam edges and doors and windows opening etc, shall be finished truly vertical or horizontal as the case may be. The rate for plastering shall include the cost of finishing. No separate extra for finishing the corners edges of beams etc. will be paid.
13. The planks for form work and centering for reinforced cement concrete works shall be well seasoned timber approved by the Executive Engineer according to clause 8 of T.N.B.P. No. 30. They must be made smooth and perfectly level at top so as to give smooth and even finish to the reinforced cement concrete ceilings. Alternatively, the contractor may use steel sheets over wooden frames provided the

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required finish to the underside of the slab is obtained. Mango Planks shall not be used under any circumstances. Centering form works shall be provided to the extent and area ordered by the Executive Engineer during the execution.

14. The arrangements of steel rods for reinforcement for reinforced concrete works shall be in accordance with the working drawing supplied.
15. The Executive Engineer will be at liberty to carryout any portion of the work at any time either departmentally or through any other agency in the interest of Govt. without assigning any reasons therefore to the contractor who is actually doing the work. The contractor is not entitled for any comprehension on account of the same. The contract will be only subject to this condition.
16. In the event of the work being transferred to any of the Circle/Division/Sub-division the Suptg. Engineer/ Exe.Engineer/Asst. Exe.Engr. who is incharge of the Circle/Division/Sub-division having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Government.
17. Earth work : Each and every borrow bit will be individually marked by the Section Officer and in urgent cases by the Masteries incharge of the work subject to the approval of the Section Officer. Earth should be removed only from the places marked and to the depth ordered by the above officer.
18. (a) The contractor should locate pits for earth work in open places away from the old pits.
(b) No excavation shall be made inside of the tank bund nearer to the toe of the slope than twice the height of the bund and the point not on the outside of the bund than three times in the height of the bund, unless specifically approved by the Executive Engineer.
19. The contractor should not enter any private lands for removal of earth there from without the prior written consent of the landowners. If he does unauthorisededly, the contractor alone will be held fully responsible for consequences arising there from.
20. No borrow pit should be less than 45 cm deep. Gap of 90 cm should be allowed between any two consecutive pits. When the pits are excavated for more than 2m in width longitudinal thandus should be provided.
21. The contractor should not put in borrow pits for removal of earth on a haphazard/fashion and they should be put in the place and in such a manner as, may be directed by the officers in charge of the work. If any such unauthorized pits are put, the contractor will have to fill up the pits at his own cost.
22. A deduction of 20% and 10% will be made in the quantity of earth work measured for thandus and muttus respectively and the amount on account of this deduction will be paid after satisfactory removal of Thandus and muttus. If thandus and muttus are not removed within a month from the date of check measurement by the sub-divisional officer or Executive Engineer or within the period fixed at the discretion of the Executive Engineer, the 20% and 10% deductions will be final and will not be revoked.
23. The contractor shall arrange for sectioning of the bank immediately after the work in each reach is completed. The final sectioning must be completed within 15 days after the completion of the work in the entire reach.
24. Payment for earthwork for New Banks
Payment for earthwork for New Banks will be made as follows (i) Quantity as per pit measurement
(ii) Quantity of New bank after consolidation based on level
} whichever is lesser

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IV. SUPPLY OF MATERIALS

1. The contractor's rate for the different items of work involving the use of cement are inclusive of the cost of Cement
2. The cement required for the work will be supplied by the contractor himself
3. The contractor should make his own arrangement at his own cost to take delivery of the cement from the dealer and to convey the same to his store shed at site of work. The stock of cement with contractors should be accessible to the Departmental Officers for verification at any time.
4. To be procured from authorised stockiest and dealers with details of printing in the Cement bag as approved by ISI (Pozzolona Cement printed in red colour and other Cement bags including OPC in black colour)
5. All Cement quantity should be supplied in paper bags only at site of work.
6. Test certificate to be obtained from Government institutions and Quasi Government institutions only by mentioning the name of work & period of contract and should not be from private institutions.
7. The minimum content of cement is to be ensured in use for works as specified in IS : 450-1978 Table - 19.

8a. TABLE - PHYSICAL CHARACTERISTIC REQUIREMENTS OF CEMENT (OPC)

Sl. No.	Characteristics	Requirements		
		33 Grade IS: 269-1989	43 Grade IS: 8112-1989	53 Grade IS : 12269-1989
1.	Minimum compressive strength in N/ Sq. mm 3 days 7 days 28 days	16 22 33	23 33 43	27 37 53
2.	Fineness (minimum) (Sq. m/Kg)	225	225	225
3.	Setting Time (minutes) Initial - (minimum) Final - (maximum)	30 600	30 600	30 600
4.	Soundness, Expansion Le Chatleier - (maximum) m m Autoclave Test (maximum) %	10 0.80	10 0.80	10 0.80

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Engineer-In-Chief, WRO & Chief Engineer (General), Chepauk, Chennai - 5.

Circular Memo No. AEE/TI/AE.I/40322/96, Dt. 28.05.2002

If the Tender of the successful tenderer is seriously unbalance in relation to the Engineers estimate of the real cost of work to be performed under the contract, the Government may require that the amount of performance security be increased at the expense of the successful tenderer to a level sufficient to protect the Government of Tamilnadu against financial loss in the event of subsequent default tenderer under the contract.

8.b. Cement Conditions :

The Procurement of cement of required specifications for the works subject to the followings.

- A. The contractor shall procure cement required for the works only from reputed cement factories (main producer of their authorized agents, manufacturing cement to ISI standard) acceptable to the Engineer-in-charge. The contractor shall be required to furnish to the Engineer-in-charge bills of payment and cost certificates issued by the manufactures or their authorized agents to authenticate procurement of quality cement from the approved cement factory.
- B. The contractor shall procure in standard packing of 50Kg. Per bag bearing manufacturers. The contractor shall make necessary arrangement 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 non-destructive test materials etc, as directed by the Engineer-in-charge in advance before the use of cement bags. In case test results indicate that the cement arranged by the contractor does not conform to the relevant code, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a day's time of written order from the Engineer-in-charge to doso.
- C. The employer will furnish air recreating 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 tones or as decided by the Engineers-in-charge for large works
- E. The Cement Go down 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 Go down 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 or records and test book or by submission of returns 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 up to date and enable the Engineers-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 Department and no claim will be entertained. The Contractor shall forth with remove from the work area any cement the Engineer-in-charge may disallow for use of work

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and replace it by cement complying with the relevant Indian Standards

9. Steel required for the work will be supplied by the Contractor himself
10. No separate charges will be paid to the contractor for straightening of mild steel rods. The contractor shall make his own arrangements for cutting to sizes, bindings and tying grills etc. Mild steel rods, should be cut and placed as reinforcements with proper care according to the available rods at site so as to ensure minimum possible wastage.
11. To be procured from authorised dealers and test certificate for strength as well as for unit weight to be produced before use in order to ascertain the size of rod and quantum of Steel actually used in the work.
12. Excessively rusted Steel rods should be rejected.
13. To be delivered at site of work and to be under the custody of contractor only.
14. Use of Steel rods shall confirm to the structural designs approved for the work.
15. Steel supplied shall confirm to standard specifications specified in Table : 16 of IS : 456-1978 as detailed below :
 - a) Mild Steel - Grade I of IS : 432/Part 1/1966. '
 - b) HYSD bars - IS : 1786 - 1985/
 - c) Cold worked - IS : 786-1979 (Grade Fe 415)
16. Steel manufactured from the waste Steel through the process of re-rolling shall be rejected since guarantee for the strength and quality is not certified by the authorised dealer or by the manufacturers.

STEEL :

The contractor shall provide mild steel Ribbed Tor Steel Rods and Structural Steel etc., required for the works only from the main and secondary producers manufacturing steel or their authorized agents to the prescribed specifications Bureau or Indian Standards requirements and licensed to affix ISI or other equivalent certificates are to be produced to the Engineer before use of works.

The diameter and weight of steel should be as follows :-

Sl.No.	Diametre of Rod	Sectional weight in kilogram per running meter both for plain and HYSD STEEL
1)	6 Milli metres	0.222
2)	8 Milli metres	0.395
3)	10 Milli metres	0.617
4)	12 Milli metres	0.888
5)	14 Milli metres	1.208
6)	16 Milli metres	1.578
7)	20 Milli metres	2.466
8)	25 Milli metres	3.853

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CENTERING WORKS

17. Payments for centering works for all R.C.C. items shall be made only after concrete is laid, even though separate rate is called for, for centering work in the Schedule.
18. The contractor will be held responsible for the proper safe custody of all the Departmental materials which are handed over to the contractor until they are finally used on the work or taken over by the Department.
19. The shed for storing materials should be put up by the contractor at his own cost.

V. Special Conditions for Earthwork Excavation in Hard Rock Requiring Blasting

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

- a. The blasted rock shall be compactly stacked for measurement. The net quantity of blasted rock shall be arrived at by allowing a deduction of 40% for voids and compared with the pre-measured quantity and only the lesser of the Two shall be paid.

Where the rock other than hard rock and hard rock are mixed upon ground, the Two kinds of rocks shall be stacked separately for measurement. The net measurement of two kinds of rock shall be compared with the pre-measured quantity and only the lesser of the Two shall be paid for. If the total of net measurement of the two kinds of rock exceeds (or) falls short of the measurements of mixture, the volume of mixture proposed to be paid shall be apportioned in the proportion of the net actual measurements of stacks of the Two kinds of rocks.

- Note :
- i) 40% deduction for voids shall be adopted for compact and proper stacking but such percentage of deduction shall be increased for loose (or) improper stacks.
 - ii) The blasted rock material, stacked, measured and paid for shall become the property of the department.
 - iii) I.S. Code No. 1200 (Part I) 1969 method of measurement of buildings and Civil Engineering of work. Part I "Earthwork" may be referred as and when necessary.

VI MOSAIC FLOORING

1. Cement concrete flooring tiles shall be manufactured from a mixed cement natural aggregates and colouring materials where required by pressure process. During manufacture the tiles shall be subjected to a pressure of not less than 140 kg. per. sqm. (or) 2000 lbs. sq.inc)
2. Proportion of cement to aggregate in backing of the tiles shall be not less than 1:5 by weight.
3. On removal from mould, the tile shall be kept in moist condition continuously for at least 7 days and subsequently if necessary kept in moist for such a longer period that would ensure their conformity, to the requirements of Traverse strength, Resistance to wear and tear absorption and would minimize shrinkage and cracking. Tiles shall be stored under cover.
4. TOLERANCE : Tolerance on length and breadth shall be plus or minus one millimeter.

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Thickness of Wearing Layers

Class of tiles	Minimum thickness of wearing layer (mm)
Plain cement and plain coloured tiles for general duty	3
Plain cement and plain coloured tiles for heavy duty	6
(Mosaic) terrace tiles with chips of size varying from the smallest upto 6mm (1/4")	5
(Mosaic) terrace tiles with chips of size varying from the smallest upto 12 mm (1/2")	5

5. Colours and Appearance: The colour and texture of the wearing layer shall be uniform throughout its thickness.
6. When specifying the tiles, the contractor should specifically indicate whether the chips to be used are from the smallest units 6mm from smallest upto 12mm or from the smallest upto 200mm size. The officers of the department shall also specify size of chips by referring the approximate photograph given in figure 4 to figures 6 in Indian Standard 1237/1959.

Test inspection and rejection of defective materials and works

- 1) The contractor shall provide proper facilities at all for the testing of materials and inspection of the work by the Executive Engineer, and the Executive Engineer shall accordingly also have access at all times to the places of storage of manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.
- 2) The contractor shall, upon demand, also forward for the Executive Engineer's inspection test certificate supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which certificates are usually available.
- 3) The Executive Engineer shall have power to reject at any stage, any work which be considered to be defective in quality of material or workmanship and be shall not be debarred from rejecting wrought materials by reasons of his having previously passed them in an unworked conditions. Any portion of the work or materials rejected or pronounced to be inferior to or not in accordance with the drawings and specifications, shall be taken down and removed from the work site at the contractor's expense, within 24 hours after written instruction to that effect have been given by the Executive Engineer. Replacement shall at once be made in accordance with the specifications and drawings at the contractors expense.
- 4) In case of default on the part of the contractor to carry out such orders the Executive Engineer shall have power to employ and pay other reasons to carry out the orders at the contractor's risk and all expenses consequent thereon and incidental there to shall be borne by the contractor.
- 5) In lieu of rejecting work **not** done in accordance with the contractor, the Executive Engineer may allow such work to remain and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable.

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

II) Defects, shrinkages, etc, after completion

1) Any defects, shrinkage or other faults which may appear within six months from the completion of the works arising, in the opinion of the Executive Engineer from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Executive Engineer shall, upon the directions in writing of the Executive Engineer and within such reasonable time as shall be specified there, be amended and made good by the contractor at his own cost, unless the Executive Engineer shall decide that the contractor ought to be paid for the same at the rates agreed on such reduced or other rates, as the Executive Engineer may fix and in case of default, the Executive Engineer may employ and pay other persons to amend and make good such defects, shrinkage or other faults or damage, and all expenses consequent thereon and incidental thereto shall be borne by the contractor.

2) The shrinkage period of six months referred to in main clause 26.1 above, will be five years in respect of all contracts for construction of original buildings either semi permanent or permanent to ensure structural stability of the building. (G.O.Ms. No. 181 PWD 28.1.86)

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

3. Executive Engineer's Decision

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

4. Dismissal of workmen

1) The contractor shall employ in and about the execution of the works only such persons as are careful, skilled and experienced in their several trades and callings and the Executive Engineer shall be at liberty to object to and request the Contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Executive Engineer misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Executive Engineer.

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APPENDIX - IX – XXXVIII

MONTHLY REPORT OF CONSTRUCTION EMPLOYEES UNDER CONTRACTORS

1. Name, location and type of work
2. Name of Contractor
3. Works engaged in
(i) P.W.D, Work
(ii) Government work other than PWD (iii) Other works
4. Name and address of Manager(s) of works
5. Value of contract
6. Employment earnings

Category	Men	Women	Employees boys	Girls
1	2	3	4	5

- I. Total number of employees during months:
- II. Number of employees in the works on the last working day of the month:
- EL Total wages paid for
- IV. Total numbers of working days during the month
- V. Length of normal wage period

Date : Place :

To

Signature of the Contractor or Manager

1. The Employment Officer, District Employment Office,
2. The Executive Engineer, Division.

Instruction to complete the Performa

1. The Contractor means the person who has contracted to execute the works.
2. Manager means any person who manages, supervises the work(s) on behalf of the contractor.
3. Item-6(i) The cumulative total of daily employment on all days in a Calendar month, if the last day of the Calendar month is a holiday, the working day immediately previous to the holiday Item 6 (ii) Wages means basic wage, dearness allowance project allowances etc. including work benefits paid in cash or kind. Item 6 (iii) Columns 2 and 3 refer to adults who are 18 years of age or over. Item 6 - Columns 4 and 5 refer to others not covered by columns 2 and 3.
4. Returns should cover a calendar month.
5. Completed returns to reach the employment exchanges concerned on or before 5th of the month Succeeding the month to which the return relates.

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AMENDMENT

(Issued in Govt. P.W.D., Letter No. 2163/Y2/95-l/dU9.9.96)

In the said preliminary specifications after clause 56.3 the following clauses shall be inserted, namely:

56.4 In cases where the Government under the terms of the contract with the contractor are liable to supply any materials, article or things to the contractor for the performance by him of his part of the contract, the executive Engineer, may at his absolute discretion extend the time with in which such materials, articles or thing maybe supplied by the Government, and the Government may supply to the contractor such materials, articles or things within the time so extended without any liability on their part to compensate the contractor by reason of the extension of time for the supply of the materials, articles or things.

56.5 In cases where the Government under the terms of the contract are liable to supply any materials, articles or things to the contractor for the performance by him of his part of the contract and the Government for any reason are unable to supply such materials, articles or things either within the time specified in the contract or within the time extended under clause 56.4 the Executive Engineer may at his discretion or at the request of the contractor determine the whole or any part of the contract which cannot be performed by reason of the failure to supply such materials, articles or things and the contractor shall not be entitled to claim any damages or compensation in respect of such determination. The contractor shall however, be paid the value of the work already done by him and the cost of the materials articles or things if any collected by him up to the date of such determined and left unused on the work-spot (Which shall be taken over by the Executive Engineer either at the contract rates or at values deducted form the through rates included in the contract) when the contract is determined at the discretion of the Executive Engineer, he shall give notice in writing to the contractor and the decision of the Executive Engineer to determine the contract shall be final and binding on the contractor

Explanation: The expression through rules means the rate for the finished items of work or the allinrates that is to say, the rates for finished items of work inclusive of the cost of materials and labour

56:6 If, at any time after the acceptance of tender the Government shall, for any reason what so ever not required the whole or any part of the works to be carried out, the Executive Engineer shall give notice in writing of the fact to the contractor who hare no claim to any compensation or other payments what so ever, on account of any profit or advantage he might have derived from the Execution of of the work in full but which he did not drive in consequence of the termination of the works, he shall be paid at contract rates, for the work executed by him including any additional works such as clearing of site etc. may be rendered necessary by such determination. He shall also be allowed a reasonable payment as decided by the authority which accepted the tender, for any expense incurred by him on account of labour and materials, articles or thing collected, but which could not be utilized on the works as verified by the Executive Engineer such decision shall be final and binding on both the parties and shall not be subject to arbitration under clause 69

AMENDMENT

(G.O.Ms.No.309, Finance (Salaries), 17th October 2017, Purattasi 31, Hevilambi, Thiruvallur Andu – 2048)

All the Contractors and Sub- Contractors hired by main contractors shall engage construction workers registered with the Construction Workers Welfare Board as required under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Central Act 27 of 1996).

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குழந்தை தொழிலாளர் முறையினை அகற்றுவதற்கான உறுதிமொழி

இந்திய அரசியலமைப்பு விதிகளின்படி கல்வி பெறுவது குழந்தைகளின் அடிப்படை உரிமை என்பதால் 14 வயதுக்குற்பட்ட குழந்தைகளை ஒருபோதும் எந்தவித பணிகளிலும் ஈடுபடுத்த மாட்டேன் எனவும் அவர்கள் பள்ளிக்கு செல்வதை ஊக்குவிப்பேன் எனவும் குழந்தை தொழிலாளர் முற்றிலுமாக அகற்றிட சமுதாயத்தில் விழிப்புணர்வு ஏற்படுத்துவேன் என்றும் தமிழகத்தை குழந்தைத் தொழிலாளர் அற்ற மாநிலமாக மாற்றுவதற்கு என்னால் இயன்றவரை பாடுபடுவேன் எனவும் உளமாற உறுதி கூறுகிறேன்.

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ADDITIONAL SPECIAL CONDITION

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

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G.O. (3D) No.14 Municipal Administration and Water Supply (GL) Dept.
dt:01.06.10

General Guidelines regarding the safety measures to be observed for the prevention of children being trapped and falling into bore wells and tube wells or abandoned wells as follows.

- i. "The owner of the land/premises, before taking any steps for constructing bore well/tube well must inform in writing at least 15 days in advance to the concerned authorities in the area, i.e., District Collector / District Magistrate/ Sarpanch of the Gram Panchayat / concerned officers of the Department of Ground Water / Public Health / Municipal Corporation, as the case may be, about the construction of bore well / , tube well.
- ii. Registration of all the drilling agencies, viz., Government / Semi Government / Private etc., should be mandatory with the district administration.
- iii. Erection of signboard at the time of construction near the well with the following details:
 - (a) Complete address of the drilling agency at the time of construction/ rehabilitation of well.
 - (b) Complete address of the user agency / owner of the well.
- iv. Erection of barbed wire fencing or any other suitable barrier around the well during construction.
- v. Construction of cement / concrete platform measuring 0.50 x 0.50 x 0.60 meter (0.30 meter below ground level) around the well casing.
- vi. Capping of well assembly by welding steel plate or by providing a strong cap to be fixed to the casing pipe with bolts & nuts.
- vii. In case of pump repair, the tube well should not be left uncovered.
- viii. Filling of mud pits and channels after completion of works.
- ix. Filling up abandoned bore wells by clay / sand / boulders / pebbles / drill cuttings etc., from bottom to ground level.
- x. On completion of the drilling operations at a particular location, the ground conditions are to be restored as before the start of drilling.
- xi. District Collector should be empowered to verify that the above guidelines are being following and proper monitoring check about the status of boreholes / tube wells are being taken care through the concerned State / central Government agencies.
- xii. District / Block / Village wise status of bore wells / tube wells drilled viz., No. of wells in use No. of abandoned bore wells / tube wells properly filled up to ground level is to be maintained at District Level. In rural areas, the monitoring of the above is to be done through Village Sarpanch and the Executive from the Agriculture Department.
- xiii. In case of urban areas. The monitoring of the above is to be done through Junior Engineer and the concerned Department of Ground Water/ Public Health /Municipal Corporation etc.,
- xiv. If a bore well / tube well is 'Abandoned' at any stage, a certificate from the concerned department of Ground Water / Public health / Municipal Corporation / Private Contractor etc., must be obtained by the aforesaid agencies that the 'Abandoned' bore wells / tube well is properly filled up to the ground level. Random inspection of the abandoned wells is also to be done by the Executive of the concerned agency / department. Information on all such data on the above are to be maintained in the District Collector / Block Development office of the State.

Contractor

Sd/-----
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