



WATER RESOURCES DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER, WRD.,
ALIYAR BASIN DIVISION,
POLLACHI-642003

TENDER SCHEDULE

NAME OF WORK : Construction of Bridge at LS
99.820 Km of Parambikulam
Main Canal

EMD : Rs.25,000/-

Tender Submitted by

Contractor



**WATER RESOURCES DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER, WRD.,
ALIYAR BASIN DIVISION,
POLLACHI-642003**

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**NAME OF WORK : Construction of Bridge at LS
99.820 Km of Parambikulam
Main Canal**

EMD : Rs.25,000/-

Last Date of Receipt of Tender : 03.06.2022 at 3.00 PM

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
6. Registered class of the tenderer : --
with monetary limit and
department which registered.
Certified copy of the
registration should be attached.
7. Recent works taken up (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 past
five consecutive years to be
furnished)
11. Whether Income Tax clearance :
certificate is enclosed. If not
when it will be produced?
- 12 **(i) GST Registration No**
(ii) Whether GST returns filed
details is enclosed? If not when
it will be produced?

TENDER NOTICE

(For Lumpsum Contract)

(as amended in G.O.Ms.No.618 PW dt.30.04.1985, 1660PWD dt.12.10.1988 and 813 PWD dt.28.04.1989)

1. On behalf of the Governor of TamilNadu, tenders will be received by the **Executive Engineer, WRD, Aliyar Basin Division, Pollachi** at his Office at **Pollachi** upto 3.00 PM on 03.06.2022 for the Work of **Construction of Bridge at LS 99.820 Km of Parambikulam Main Canal**.
- 1-1. The tenderers should be in the prescribed form obtainable from the Executive Engineer's Office. The tenders will be opened by the **Executive Engineer, WRD., Aliyar Basin Division, Pollachi** at 3.30.P.M at the place and on the date afore mentioned.
- 1-2. The tenderers or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening each tender, prepare a statement of the attested 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 what so ever.
2. Tenders must be submitted in sealed covers and should be addressed to the **Executive Engineer, WRD., Aliyar Basin Division, Pollachi** the name and address of the tenderer and the name of the work being noted on the cover.
- 2-1. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a Corporation, it shall be signed by a duly authorized officer who shall produce with is tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed to furnish evidence of its corporate existence.
3. Each tenderer must also send a Certificate of **Income tax verification** from the appropriate income tax authority in the form prescribed therefor. The certificate will be valid for one year from the date of issue, for all tenders submitted during the period
- 3.1 In the case of proprietary or partnership firm, it will be necessary to produce the certificate afore mentioned for the proprietor or proprietors and for each of partners as the case may be.

- 3-2 If the tenderer is a registered Public Works Department / Water Resources Department Contractor and if a certificate for the current year had already been produced by him during the calendar year in which the tender is made, it will be sufficient if particulars regarding the previous occasion on which the said certificate was produced are given.
- 3-3 All tenders received without a certificate as afore mentioned will be summarily rejected.
- 4. Each tenderer must pay, as earnest money, a sum of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** in the form of Demand draft obtained from the nationalized banks on the name of **Executive Engineer, WRD, Aliyar Basin Division, Pollachi** and enclose with his tender.

The earnest money deposit can also be paid in any other form i.e., the Earnest Money Deposit can also be paid in the form of National Savings Certificates/Small Savings Scripts/Deposits/Accounts/issued by the Post Office duly and endorsed in favour of Executive Engineers concerned. In case, the Earnest Money Deposit is produced in form of demand draft issued by the National banks and Scheduled banks, the successful tender will have to replace the Earnest Money Deposit in the shape of National Savings Certificate duly pledged in favour of Executive Engineers concerned vide G.O.Ms.No.43/Finance/Small Savings Department dated:27th February 1986 concerned. National Savings Certificates not pledged in favour of Executive Engineer will not be accepted. **Bank guarantee will not be accepted.** This earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of three months from the date of tender, whichever is earlier. This refund will be authorized by the Executive Engineer of suitable endorsement on the challan. The earnest money will not received in cash or currency notes by the WRD Officers.

- 4.1 The earnest money will be retained in the case of the successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
- 5. The tender will remain valid for a period of **90 days** from the last date for receipt of tender. The validity period can be extended further, if the contractor gives his consent in writing, specifying the period of extension.
- 5.1 The tenderer whose tender is under consideration shall attend the Executive Engineer's office before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before, the end of the specified period, his tender will not be considered. He shall forthwith. upon and intimation being given to him of acceptance of his tender by the officer duly authorized in this behalf under Article 299 (I) of the Constitution, herein after called “the accepting authority” make security deposit of 2 percent of the value of contract in one of the forms prescribed in Tamil Nadu Public Works Account Code” (i.e. by taking into account of the amount of Earnest Money Deposit, already deposited with the tender, it would be sufficient to pay the balance amount to make up the 2 percent of the value of contract, for the purpose of security deposit)

- 5.2 The security deposit together with earnest money deposit and amount withheld according to clause 64.1, of general Conditions to the contract, shall be retained as security for due fulfillment of contract. If a cash security deposit is made by the contractor, he shall follow the procedure laid down in the preceding paragraph for payment of earnest money deposit and such deposit shall not bear any interest.
- 5.3 On receipt of written communication of acceptance of tender, if the tenderer fails to pay the requisite security deposit within the period specified in the written communication or backs out from the tender or withdraws his tenders, the earnest money deposit shall be forfeited to the Government.
- 5.4 If the contractor fails to carry out the contract, after paying the requisite deposits, then he will be liable for the excess expenditure if any incurred to complete the work as contemplated in the General Conditions to the contract.
- 5.5 It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender from the accepting authority, there emerges a valid contract between the Governor of Tamil Nadu and the tenderer for execution of the work without any separate written agreement. Hence for this purpose, the tender documents, i.e. tender notice, tender offered by the contractor, General condition to the contract, special conditions to the contract, negotiation correspondences communication of acceptance of tender, etc., shall constitute a valid contract and that will be the foundation of the rights of both the parties of the contract. Provided that, it shall be open to the accepting authority to insist execution of any written agreement by the tenderer, if administratively considered necessary or expedient.
6. The tenderer shall examine clearly the TamilNadu Building practice and also the general conditions to contract contained therein and sign the divisional office copy of the TamilNadu Building practice and its addenda volume in token of such study before submitting his tender unit rates, which shall be finished work in site, he shall also, carefully study the drawings and additional specifications and all documents connected with the contract. The TamilNadu Building practice and other connected documents with the contract such as specification, plans, descriptive specification sheet regarding materials etc., can be seen at any time between 10A.M and 5.45.P.M. on office days in the office of the **Executive Engineer, WRD., Aliyar Basin Division, Pollachi.**

The tenderers attention is directed to the requirements for materials under the clause “Materials and Workmanship” in the general conditions to contract, Materials confirming to the standard shall be used on the work and the tenderer shall quote his rates accordingly.

7. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The name of quarries and kilns etc., where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries of other source, defined shall be used on the work. In every case of materials must comply with relevant standard specifications. Samples of materials called for in the

standard specification in this tender notice or as required by the Executive Engineer in any case shall be submitted for the Executive Engineer's approval before the supply to site of work begin. If the contractor after examination of the source of materials defined in the descriptive sheet is one of opinion that materials complying with the stand of 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.

8. The tenderer's particular attention is drawn to the sections and clause in the general conditions to contract dealing with

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

The Contractor should closely pursue all the specifications clauses which govern the rates which he is tendering.

- 8.1. The Government will not however after acceptance of contract rates pay for the 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 to contract regarding payments of seignior age, tools, etc.,

The tenderer whose tender is under consideration shall attend the Executive Engineer's office, before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith, upon and intimation being given to him of acceptance of his tender by the officer duly authorized in this behalf under article 299(1) of the constitution, herein after called "the accepting authority" make security deposit of 2% of the value of contract in one of the forms prescribed in Tamil Nadu Public Works Account Code (i.e.) by taking into account of the amount of earnest money deposit already deposited with the tender, it would be sufficient to pay the balance amount to make up the 2% of the value of contract for the purpose of security deposit.

The Security Deposit together with earnest money deposit and the amount withheld according to clause 64-1 of General Conditions to the Contract shall be retained as security for due fulfillment of contract.

9. A schedule of quantities accompanies this tender schedule. It shall be definitely understood that the government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations, omissions, deductions or additions at the discretion of the **Executive Engineer, WRD., Aliyar Basin Division, Pollachi** of as set forth in the condition of the contract. The tenderer will however base this lumpsum tender on this schedule of quantities. He should quote specific rates for each item in the schedule and the rates should be in rupees and in sum of five paise. The rates should be written both in words and in figures and the units in words.

The tenderer should also show the total of each item and the grand total of the whole contract and quote in the tender lumpsum for which he will undertake to do the whole work subject to the conditions of contract such lumpsum agreeing with the total amount of schedule 'A'. This Schedule accompanying the lumpsum tender shall be written legibly and free from erasers, over writings or conversion of figures. Corrections where unavoidable should be by crossing out, initialing, dating and rewriting.

10. 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 specially under percentage rate tender system) and those not submitted in proper form or due time will be rejected. Rates for lumpsum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form, the conditions of contract the drawings, specification or quantities accompanying the same will be recognized and if any such alterations are made by the tenderer will be a void.
11. The tenderers should work out his own rates without reference being made to the Public Works Department current schedule of rates or the Public Works Department estimate. However in case of tenders called for under percentage rate tender system, the tenderer should work out his own rate, but quote his percentage rate above or below the total estimated cost of work of the department indicated in the tender schedule.
12. Tenderers shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value for these materials, the charge of the contractor will remain as originally entered in the written contract. No centage, or incidental charges will be borne by Government in connection with the supply of materials.
13. The attention of the tenderers 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 its several parts. The following rate of progress and proportionate value of work done from the 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 this programme will be the date on which the site (or premises) is handed over to the contractor.

MILE STONE

	Period of Date of commencement	Percentage of work completed based on contract lumpsum amount
1	I st Month	30%
2	II nd Month	30%
3	III rd Month	40%
4	IV th Month	
5	V th Month	
6	VI th Month	
7	VII th Month	
8	VIII th Month	
9	IX th Month	
10	X th Month	
11	XI th Month	
12	XII th Month	

Note : The periods to be in column I for the purpose of defining the rate of progress may be fixed by the Executive Engineer to suit each case.

14. No part of the contract shall be sub let without written permission of the Executive Engineer, not shall transfer be made by power of attorney, authorizing others to receive payment on the contractor's behalf.
15. If, further necessary information is required, the Executive Engineer of the Division will furnish such, but it must be clearly understood that the tenders must be received in order and according to instructions.
16. The Executive Engineer or other accepting authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.
17. 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 be demand special attention (i.e.,) reinforced concrete work, etc.,

Value of contract	Qualification and No. of Technical Assistant to be employed
1.Upto Rs.1.00Lakh	Be Technical Assistant need be employed. If situation and nature of work warrants 1. A diploma holders in Civil Engineering (OR) 2. A Retired Junior Engineer may be employed

2.From Rs.1.00Lakh to Rs.5.00Lakhs	1. A diploma holders in Civil Engineering (OR) 2. A Retired Junior Engineer may be employed
3.From Rs.5.00Lakhs to Rs.10.00Lakhs	1. One B.E Civil (OR) 2. Equivalent degree holder (OR) 3. Not less than one retired AEE/ADE (OR) 4. One diploma holder with three year experience
4.From Es.10.00Lahs to 25.00Lakhs	1. One B.E. (Civil) with 3years experience plus one diploma in Civil Engineering (OR) 2. Equivalent degree holder with 3years experience plus one diploma in Civil Engineering (OR) 3. Not less than one retired AEE/ADE plus one diploma holder in Civil Engineering (OR) 4. One diploma holder with 3years experience with 3 and 5 years experience respectively
4.From Es.25.00Lahs to 50.00Lakhs	1. One B.E. (Civil) with 3years experience plus two diploma in Civil Engineering (OR) 2. One B.E. (Civil) with 3years experience plus two retired Junior Engineers (OR) 3. Equivalent degree holder with 3years experience plus two diploma holder in Civil Engineering or two retired Junior Engineers (OR) 4. One retired AEE or ADE plus two retired Junior Engineers (OR) 5. One retired AEE or ADE plus two diploma holders in civil engineering

If the tenderer, who is not professionally qualified, details to employ the technical men as indicated above on the works, penalty shall be levied as follows during the period of employment of technical men.

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

Note: The employment of Technical Assistants could be based only on the value of contract. A) Engineers with mechanical engineering qualification, retired from civil engineering department are also suitable to supervise the civil engineering works, because of their experience in civil engineering field.

Note : In case the contractor who is professionally qualified is not in a position to remain always at the site of work and to pay extra attention to such work as may demand special attention, he should employ technically qualified man as prescribed above.

Note : It will not be incumbent on the part of the contractor to employ Technical Assistant / Assistants when the work is kept in abeyance due to valid reasons and if during such period, in one opinion of the Executive Engineer, the employment of Technical Assistant/ Assistants is not required for the due fulfillment of contract.

19. Tenderers who have not already registered themselves as Public Works Department / WRO contractor shall furnish evidence of good record and capacity to do work.
21. A tenderer submitting a quotation which the tender Accepting authority considers excessive and or indicative of the insufficient knowledge of current prices of definite attempt at profiteering will himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price for materials price permissible for the tenderer to charge private purchaser under the provision of clause 8 of boarding and profiteering prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
22. The contractor should offer employment to ex-toddy tappers as far as possible. The number of ex-toddy tappers to whom he can and he should undertake in the agreement to offer such employment to such number.
23. The Contractor shall comply with the provisions in 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 be at his discretion, cancel the contract or evoke any of the penalties for the breach of the contract provided in the conditions of contracts. The contractor shall also be liable to any pecuniary liability arising on account of any violation by him of the provisions of the act. Contractor shall during the currency 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 the said act including the liability to make payment to the apprentices as required under the said Act.
- 24.

Value of Contract	Category		No. to be appointed
One Lakh and upto Rs. 3.00 Lakhs	1	Building Constructor	1
	2	Brick Layers	1
Above Rs.3 Lakhs and up to Rs. 10.00 Lakhs	1	Building Constructor	1
	2	Brick Layer	1
	3	Diploma Holder in Civil	1
Above Rs. 10.00 Lakhs and upto Rs. 50.00 Lakhs	1	Building Constructor	1
	2	Brick Layer	1
	3	B.E. (Civil) or Equivalent Degree Holder	1
Above Rs. 50 Lakhs and upto Rs. 2.00 Crores	1	Project Manager (BE., Civil)	1
Above Rs. 2 Crores and upto Rs. 5.00 Crores	1	Project Manager (BE., Civil)	1
		Diploma holder in Civil	1
Above Rs.5.00 Crores	1	Project Manager (BE., Civil)	1
	2	B.E. Civil (or) Equivalent	1
	3	Diploma holder in Civil	1

“Unless the contractor has been exempted from engagement of apprentice’s by the Director or Employment and Training / State apprenticeship Advisor, a Certificate to the effect that the contractor had discharged his obligation under the said act “satisfactorily” should be obtained from the director of Employment and Training / State Apprenticeship Advisor and the same should be produced by the Contractor for final payment in settlement of the contract “.

25. The Contractor should employ one ITI Trained mason for every ten masons or part thereof. Incase on non availability of ITI Trained Masons the contractor should obtain the prior approval of the Executive Engineer concerned before preceding the contract with the other kinds of mason.

Contractor

**Sd/-
Executive Engineer, WRD.,
Aliyar Basin Division,
Pollachi -642003**

TENDER

(for L.S.Contract)

(As amended in G.O.Ms.No.618 PW Dated 30.04.1985 and 660 PWD Dated : 12.10.1988)

To

Date :

His Excellency the Governor of TamilNadu,
 Represented the **Executive Engineer, WRD.,**
Aliyar Basin Division, Pollachi

Sir,

I/We do hereby tender and if this tender be accepted, undertake to execute the following work, viz, **Construction of Bridge at LS 99.820 Km of Parambikulam Main Canal** as shown in the drawings and describing in the specifications prescribed by the **Executive Engineer, WRD., Aliyar Basin Division, Pollachi** with such variations by way of alterations or additions to, and omission from the said work and method of payment as are provided for in the "Conditions of Contract" for the sum of Rs. (Rupees

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

- 2.1. I/We have also completed the priced list of items in schedule 'A' annexed (in words and in figures) for which I/We agree to execute the work and receive payment on measured quantities as per the General Conditions to the Contract.
- 3.1. I/We do hereby distinctly and expressly declare and acknowledge that, before the submission of my or our tender. I/We have carefully followed the instructions in the tender notice and have read the Tamil Nadu Building Practice and the General Conditions to the Contract therein and the Tamil Nadu Building Practice addenda volume and that I/We have 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 enable me/us to thoroughly understand the intention of same and the requirement covenants, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the, Government, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, stipulations, restrictions and conditions.
4. I/We enclose an Income tax verification certificate

I/We being a registered Public Works Department contractors

I/We have already produced an income tax verification certificate during the current calendar year in respect of (here particulars of the previous occasions on which the certificate was produced should be given).

The legal address of the contractors for service of all letters and notices will be as follows,

- 5.(i) (a) I/We enclose herewith the certificates / Demand Draft etc for the payment of the sum of Rs. in earnest money.
 - 5.(i) (b) I/We have paid Rs. (Rupees only) against the EMD of Rs. .since I am/We are and eligible to pay the EMD at concessional rates.
 - 5.(i) (c) In lieu of cash deposits I/We have enclosed a bearing No. date issued by for a value of Rs. (Rupees only) drawn/endorsed/pledged in favour of the **Executive Engineer, WRD., Aliyar Basin Division, Pollachi**
 - 5.(i) (d) I am /We are and hence exempted from payment of EMD.
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 **90 days** from the date of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security deposit for the due fulfillment of contract. If upon intimation being given to me/us by the authority authorized by the Governor under Article 299 (1) of the constitution (herein after called “the accepting authority”) of acceptance of tender I/We fail to make the additional security, then, I/We agree to the forfeiture of earnest money deposit. Any notice required to be served on me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice shall, if sent by post be deemed to have been served on me/us at the time 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 Tamil Nadu and the tender documents i.e., tender notice, tender with schedule, General Conditions to the contract and special conditions of the tender, negotiation letter, communication of acceptance of tenders, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clause 5.(iv) of tender notice, provided that, it shall be open to the accepting authority to insist on execution of any written agreement by tenderer, if administratively considered necessary or expedient.
 8. I/We have also signed the copy of the Tamil Nadu Building Practice and National Building code and addenda volume thereto, maintained in the Aliyar Basin Division Office, in acknowledgement of being bound by all conditions of the clauses of the General Condition and all specification number in schedule “A”
 9. In consideration of the payment of Rs. (Rupees only) or such other sum as may be arrived at under the clause of the General Conditions to the contract, relating to payment on lumpsum basis or by final measurement at unit prices,. I/We agree subject to said conditions to execute and complete the works shown upon the said drawing serially from Number 1 to inclusive (Schedule B) and described in the specification (Schedule C) and to extent to probable quantities shown in (Schedule A) with such variations by way of additions to or alterations, deductions from, the said work and method of payment therefore as are provided for in the said conditions.

- 10.1 The term “Executive Engineer” in the said conditions shall mean the Public Works Officer in charge of the divisions having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved herein favour of the Government with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under article 299(1) of the constitution.
- 10.2. 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 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
- 11.1. I/We agree that the time shall be considered as the essence of this contract and to commence the work as soon as this contract is accepted by the competent authority as defined by the Tamilnadu Public Works Department Code and the site (or premises) is handed over to me/us as provided for in the said condition and agree to complete the work within _____ months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement “Rate of Progress” subject never the less to the provisions for extension of time contained in clause 56 of the General Conditions to the 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 the Executive Engineer, the security deposited by me /us herein before recited or such portion thereof as I/We may be entitled to, under the said conditions be paid back to me/us as provided in clause 64 of the General conditions to the contract.
13. I am/We are professionally qualified and my/our qualification are as follows.

I/We in pursuance of clause 17 of tender notice undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works as may require special attention (e.g.,) reinforced cement concrete.

S.No.	Name of Technical staff proposed to be employed	Qualification	Experience

14. (i) I/We agree that the Adjudicator for fulfilling the duties set forth in the arbitration clause of the General conditions to the contract shall be the Superintending Engineer, WRD, Bhavani Basin Circle, Erode in case the value of claim is upto Rs.50,000/- (Rupees Fifty Thousand only)
- (ii) I/We agree that in case the value of claim is Rs.50,001/- and above the remedy will be through the competent Civil Court only.

Sd/-

Signature of the Contractor with date

Executive Engineer,WRD.,
Aliyar Basin Division, Pollachi-3.

- a) The quantities here given are those up on which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided. for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions or omissions according to the conditions of the contract as set forth in the General Conditions to the contract of Tamil Nadu Building Practice and other conditions or specification of this Contract.
- b) It is to be expressly understood that the measured work is to be/taken· net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and 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 and complete in every respect.

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

**Sd/-
Executive Engineer, WRD.,
Aliyar Basin Division,
Pollachi-642003.**

SCHEDULE -A**PERCENTAGE FORM**

Name of Work : Construction of Bridge at LS 99.820 Km of
Parambikulam Main Canal

Value Put to tender : Rs.

I/We

offer to execute the above work with a tender percentage Excess / Less / at Estimate Rate

(in words) Over the estimated value of work indicated above. In case of variations in quantity of various items of works during execution, I /We agree that the amount payable for the individual items of work will be as per the Departmental unit rates indicated in the tender schedule for the items as varied in accordance with the tender premium and the total quantity of work done.

Contractor

Sd/-
Executive Engineer, WRD.,
Aliyar Basin Division,
Pollachi-642003.

SCHEDULE-B**LIST OF DRAWINGS**

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

SUPPLEMENTAL LIST OF DRAWINGS

As referred to in the specifications including the General Conditions to the Contract of Tamil Nadu Building Practice

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

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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 is always at site, during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention (e.g.,) reinforced cement concrete work etc.

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

Copy of certificates enclosed.

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

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

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SPECIAL CONDITIONS

(ie., in addition to General Condition to Contract appended with TNBP)

1. GST

Special Conditions on GST is enclosed separately

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

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

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

3. Standard Specifications :

For detailed description of various items of work to be executed in addition to the brief description given in the schedule and for the rights and obligations of the contractors etc., the attention of the contractors is invited 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 confirm to relevant specification of TNBP .or Indian Standard Specifications as may be specified.

4. Safety Code :

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

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5. Recovery of dues under-Revenue Recovery Act.

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

6. MASONRY WORKS

- 6.1. The masonry works shall consists of a facing of selected, stones .of as nearly the same size as possible Hammer dressed at faces and joints with only a small proportion of smaller stones to the hearting.
- 6.2. Face stones shall be of not less width in plan than 6" for walls 1' 3" thick. The face stone shall be laid headers and stretchers alternately so as to be break joint by atleast 3" cards to be taken to break joint vertically and long vertical joints shall be avoided. The stones shall be solidly bedded with joints not exceeding 1/2 inch in thickness. No pointing whatever shall be used on the face and face stones shall extent wall black into the hearting. Height of stones shall not exceed breath at face not length inwards. Bushings shall not project beyond the face .of the wall more than 1/2 inch in faces proposed to be pointed and 1/2 inch in faces proposed to be plastered.
- 6.3. One through stone shall be built in the wall at intervals of 6 feet in length and 2 feet in height. - Such stones shall be at least half a square feet in area at face and shall run through the wall if the wall is not more than 2 feet thick and if the wall is more than 2 feet a line of headers shall be laid from face to back each header over lapping the other by atleast6 inches. The bond stones shall be clearly marked on both the faces.
- 6.4. All stones chips spalls etc, shall be washed clear with water before use so as to ensure .of a clean surface for the mortar to adhere to and shall be sprinkled with water before actually placing in the work to prevent absorption of water from the mortar. Every stone shall be set flush in mortar and no dry work or hollow space shall be left small stones shall be carefully selected to roughly fit to the spaces between the larger .ones. Chips and spalls shall be wedged into the work wherever necessary to prevent thick beds of mortar.
- 6.5. Scaffolding etc., shall be provided by the contractor himself. Cleaning masonry and concrete surface for laying fresh masonry and concrete will have to be -done by the contractor.
- 6.6. Watering masonry and concrete surface will have to be done by the contractor as directed by the departmental officers.
- 6.7. The quantity of mortar to be used in masonry shall not exceed 3 .4.M³ for every 10M³ of masonry.

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- 6.8. Scaffolding and pathways required for the anicut weir portion shall be provided by the contractor himself without claiming any extra.
- 6.9. Any small dressing required on rubble to secure proper joints shall be done by the contractor without any extra claim therefor necessary spalls will have to be procured by the contractor himself. '

R.C.C. WORKS AND CENTERING:

- 6.10. The arrangements of MS/RTS rods for reinforcement for such RCC works shall be in accordance with the department drawings furnished and as directed by the departmental officers.
- 6.11. The contractor shall make all arrangements to bend MS/RTS rods to the required shape as directed by the departmental officers.
- 6.12. The MS/RTS bend to shape shall be taken to the site of forming and laid in position after being approved by the departmental officers.
- 6.13. Sketches wherever necessary will be furnished to show the sizes of the rods and methods of arrangements for reinforcement and sketches shall be compulsorily followed
- 6.14. The grill so tied and kept ready shall be checked by the departmental officers before concrete is laid and any defects noticed shall be rectified forthwith by the contractor and he shall not be entitled for any extra claim therefore.
- 6.15. The concrete for RCC works shall be laid, only after the reinforcement grill has been checked up by the Departmental officers and assessed as being kept ready for concrete.
- 6.16. All cement concrete for RCC works shall be machine mixed and vibrated.
- 6.17. Payment for reinforcement and centering works for all RCC works shall be made, only after the concrete is laid even though separate items for centering and reinforcement works etc., included in the schedule.
- 6.18. The planks for forms and centering for RCC works shall be of well seasoned timber approved by the Executive Engineer according to clause 10 of TNBSS No.30. They must be made smooth and perfectly level at top so as to give smooth and even finish of concrete surface. Centering and form work shall be provided to the extent and as directed by the Executive Engineer during execution.
- 6.19. Any other materials other than those mentioned in the schedule supplied by the department, the cost thereof will be recovered from the contractor's bill at the rate fixed by the Executive Engineer together with the centage charge and sales tax prescribed by the Department from time to time.

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PLASTERING

- 6.20. The plastering shall be done for coping as per preliminary specification of TNBP and as directed by the departmental officers" The M.sand / P.Sand to be used shall be free from dirt and other impurities. Only clean water shall be used for mixing mortar.

POINTING

- 6.21. Pointing shall be done after racking out joints as per preliminary specification and as directed by the departmental officers.

CURING

- 6.22. Curing shall be done for all cement works by the contractor himself as directed by the departmental officers.

7. I. Cement:

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

- a) The contractor shall procure cement required for the work only from reputed cement factories (Main producer or their authorized agents, manufacturing cement to I.S.I. standards) acceptable to by the Executive Engineer). The contractor shall be required to furnish to the Executive Engineer, bills of payment and test certificates issued by the manufacturers or their authorized agent to authenticate procurement of quality cement from the approved cement factory. The contractor shall make his own arrangements for safe haulage and adequate storage of cement.
- b) The contractor shall procure M.43 grade portland cement standard packing of 50kgs per bag from the authorized manufacturers. The contractor shall make necessary arrangements at his own cost to the satisfaction of the Executive Engineer for actual weighment of random sample from the available stock and shall confirm with the specification laid down by the Indian Standard Institution or other standard foreign institutions as the case may be. Cement shall be got tested for all the tests as directed by the Executive Engineer atleast one month in advance before use of cement bags brought and kept at the site godown.
- c) The use admixtures and agents shall be made as per the instructions of the Executive Engineer. The cost of cartages, storing / handling batching mailing shall be borne by the contractor and shall included by him in the unit prices tendered for contracts.
- d) The contractor should store the cement of 60 days requirements atleast one month in advance to ensure the quality of cement so brought to site and shall not remove the same without the written permission of the Executive Engineer. The contractor shall forthwith remove from the works area any cement that the Executive Engineer may disallow for use on account of failure to meet with required quality and standard having capacity not less than the cement required for 90 days use at approved locations. The Executive Engineer or the representative shall have free access in such stores at all times.

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The contractor will have to construct sheds for storing cement having capacity not less than the cement required for 90 days at approved locations. The Executive Engineer or representative shall have free access in such stores at all times.

- e) The contractor shall further at all time satisfy the Executive Engineer on demand, by production of records and books, or by submission of returns and other proofs as directed that cement is being used as tested and approved by the Executive Engineer for the purpose and the contractor shall at all time keep his records upto date to enable the Executive Engineer to apply such checks as he may desire.
- f) Cement which has been unduly long in storage with the contractor or alternatively 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 forthwith remove from the work area any cement the Executive Engineer may disallow for use on work and replace it by cement complying with the relevant Indian Standard Specification.

7. II. Steel :

The Contractor shall provide mild Steel (M.S) Reinforcement high yield strength deformed (HYSD) bars, 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 of Bureau of Indian Standards requirements and licensed to affix ISI or other equivalent charge. Necessary ISI test certificate are to be produced to the Executive Engineer before use on works.

The diameters and weight of steel should be as follows :

Sl.NO.	Diametre of rods	Sectional weight in kilogram per running metre both for plain and HYSD steel.
1	6 Millimetres	0.22
2	8 Millimetres	0.39
3	10 Millimetres	0.62
4	12 Millimetres	0.89
5	14 Millimetres	1.21
6	16 Millimetres	1.58
7	18 Millimetres	2.00
8	20 Millimetres	2.47
9	22 Millimetres	2.98
10	25 Millimetres	3.85
11	28 Millimetres	4.83
12	32 Millimetres	6.31
13	34 Millimetres	6.71
14	36 Millimetres	7.99
15	40 Millimetres	9.86
16	42 Millimetres	10.88

Note: If any rods other than those specified above are used, the weight shall be as per standard steel tables

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8. Reinforced Cement Concrete Works:

8.1 Centering

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

8.2 Concrete for RC.C. Works:

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

9. Employment of technical assistant:

a) For more than one work:

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

b) Movement register :

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

c) Other engineering qualification:

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

10. Ban on Employment of child labour:

The contractor shall not employ the labour below the age of 12 years and shall note that he must offer employment to Ex-Servicemen, Ex-toddy tappers, unemployed agriculture labourers, and Burma, Malaya and Ceylon repatriates as far as possible .

11. Hold fasts :

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

12. Wood:

Teak wood shall be best Indian teak wood only and shall be subject to inspection and approved by the Executive Engineer before use on the work. Country-wood where specified shall be Karimarudhu, Pillaimarathu, Kongu, Ventek for scantling and Manjai Kadambu, Iyini for planks, as may be specified and approved by the Executive Engineer.

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13. Beams:

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

14. Plastering Corners :

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

15. Works in different floors:

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

16. Employment of qualified plumber:

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

17. Earth work for irrigation work:

- 17.1. Each and every borrow pit will be individual marked either by the section officers or by the Sub Divisional Officers and in urgent in cases, by the work inspector incharge of the works, subject to the approval of the section officer. Earth should be removed only from the places marked and to the depth ordered by, the above officers.
- 17.2. The contractor should not put borrow pits for removal of earth in a haphazard fashion and they should only be put in the place and in such a manner, as may be directed by the officers in charge of the work. If any such unauthorized pits are put in the contractors will have to fill up the pits at his own cost.
- 17.3. A deduction of 20% and 10% will be made in the quantity of the 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 the Executive Engineer or within the period fixed at the description of the Executive Engineer, the 20% and 10% deduction be final and will not be revoked.
- 17.4. The contractor shall arrange for sectioning of the bank immediately after the work on each reach is completed. The final sectioning must be completed within 15 days, after the completion of the work in the entire reach.

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

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

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

18. Forming of bunds and embankments:

- 18.1. Payment for earth work for forming bund and embankment will be made excluding the quantity of pebbles, boulders and other such materials which shall not be used along with the earth work for formation of bund.
- 18.2. For payment of earthwork for embankment portion the quantity should be on final level measurement and the quantity based on borrow pit measurements whichever is less will be paid for the contractor
- 18.3. Departmental machinery if possible will be supplied to the contractor and the hire charges will be recovered at the rates which will be fixed then and there.

19. Hard rock requiring blasting :

- 19.1. In the case of earth work excavation in hard rock requiring blasting, the tenderer should observe the following conditions:
 - a) The blasted rock shall compactly be stacked for measurement. The net quantity of blasted rock shall be arrived at by allowing a deduction of 40% for voids and compared with the premeasured quantity and only the lesser of the two shall be paid.
 - b) Where the rock other than hard rock and are mixed up on ground the two kinds of rocks shall be stacked separately for measurement. The net measurement of two kinds of rock shall be arrived by applying 40% deduction for voids. The total of the net measurement of two kinds of rock shall be compared with the premeasured quantity and only the lesser of the two shall be paid for. If the total of net measurements of the two kinds of rock exceeds (or) falls short of the measurement 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.

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Note:

- i) 40% deduction for voids shall be adopted for compact and proper stacking but such percentage shall be increased loose (or) improper stacks.
- ii) The blasted rock material, stacked, measured and paid for shall become the property of the department
- iii) I.S.Code No. 1200 (Part I) 1969 method of measurement of buildings and civil Engineering work, part, I 'Earth Work' maybe referred as and when necessary.
- iv) Gun powder / Gellatine / Deternator etc., required for blasting operations in hard rock will have to be procured by the contractor at his cost. The Contractor shall follow specification No. 19 blasting operation of Tamil Nadu Building Practice.

20. Water Supply :

The Contractor shall make his own arrangements for using water on works. Only clear fresh water shall be used in the works.

21. Revetment.

- a. The, stones shall be perfectly sound as regular in shape as possible and with their lengths equal to the thickness of the required revetment and each stones shall not be less in size than 0.012 m³. The smaller sizes stones required for filling in interstices and wedging shall only be supplied to the actual requirements for the works as defined and shall not be used in two or more layers as a substitute for the full thickness stones specified.
- b. The stones shall be laid closely in position on the prepared be firmly set with their broadest face down wards and with the top of the stone level with the finished surface of the packing. The stones are to be placed perpendicular to the slope for revetments.
- c. The final wedging shall be done with the largest sized chip practicable, each chip being well driven with a hammer so that no chip is possible of being picked up or removed by hand.

22. Cross Masonry Works :

- a) The masonry works shall consists of facing of selected stones of as nearly the same size as possible, hammer dressed at faces and joints with only a smaller stones to hearting.
- b) Face stone shall be of not less than 6" for wails 1'3" thick. The face stone shall be laid headers and stretchers alternatively so as to break joints vertical and long vertical joints shall be avoided. The stones shall be solidly bedded with joints not exceeding inches in thickness. No pinning whatever shall be used on the face stones shall extend will back into the hearting. Height of stones shall not project beyond the face of the wall more than ½ inch in faces proposed to the pointed and ½ inch in faces proposed to be plastered.
- c) One thorough stone shall be built in the wall at intervals of 6" feet' in length and 12 feet in height. Such stones shall be atleast half a square feet in area at faces and shall run through the wall if the wall is not more than 2 feet thick and if the wall is not more than 2 feet a line of headers shall be laid for face to back each header overlapping the other by atleast 6 inches. The bond, stones shall be clearly marked on the faces.

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- d) All stones chips spell as etc., shall be washed clear with water before use so as to ensure of a clean surface for the mortar to adhere to and shall be sprinkled with water before actually placing in the work to prevent absorption of water from the mortar. Every stone shall be set flush on mortar and no dry work or hollow space shall be left. Small stones shall be carefully selected to thought fit to the places between the larger ones. Chips and spalls shall be wedged into the work where necessary to prevent thick beds or mortar.
- e) Scaffolding etc. shall be provided by the contractor himself. Cleaning masonry and concrete surfaces for laying fresh masonry and concrete will have to be done by the Contractor.
- f) Watering masonry and concrete surface will have to be done by the contractors directed by the Departmental officers
- g) The quantity of mortar to be used in masonry shall not exceed 3.40 m³ for every 10 m³ masonry

23. Deduction of Tax at source from payments to contractors (Sec.194C)

- 23.1 Consideration in excess of Rs.20,000/- in subject to tax deduction:
- 23.2. No tax is to be deducted at source in respect of contract, the consideration for which does not exceed Rs.20,000/- where payments are made under several contract during a financial year and the consideration for any individual contract does not exceed Rs.20,000/-, no deduction is required to be made under the section though the total payment exceeds Rs.20,000/-.
- 23.3. Rate of tax deduction - during the financial year in respect of payments to Contractors/Sub-Contractors.
 - a. Payments to a contractor (Being a company) 2%
 - b. Payments to a contractor (Being a person other than a company) 1%

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SPECIAL CONDITION TO ACCOMPANY THE TENDER SCHEDULE :

1. The entire works should be carried out as per specifications of the TamilNadu Building practice and MORTH.
2. The rates specified in the schedule for the difference items of works are for finished work and no extra rate will be paid for baling water, shoring, strutting etc. All baling charges Incidental on the works shall be born by the Contractors. If pumping of water is necessitated the department will make necessary arrangements for pumping water at free of cost.
3. The shed for storing materials should be put up by the Contractor, at his own cost. The Contractor should also provide accommodation for labourers and technical staff.
4. The Contractor's rate are Inclusive of sales tax payable by the Contractor to Govt. as per Tamilnadu General Sales Tax Act 1939 amended from time to time. No enhanced rates of sales tax etc. will enable the Contractor for any upward revision of rates within the currency of the Contract
5. In case the work could not be carried out in one reason being the reasons beyond the control of the Contractor and if the Executive Engineer satisfying about the conditions, the balance work, can be taken up and finished during the next closure period. The Contractor is not eligible for any extra payment
6. The rates should be written in figures and in words. In case by discrepancy while expressing rates in words and figures whichever is advantage to Govt. will only be taken into account.
7. Tenders containing over writings or corrections which are not attested by the Tenderer will be liable for rejection.
8. The rates entered into in the agreement are firm will the completion of the work for the period specified for completing the work. Any escalation of rates claims will not be entertained on any circumstances.
9. All tools required for the work will have to be supplied by the Contractor himself at his / their cost.
10. The Contractor shall take risk insurance at his own cost against losses due to unprecedented floods and other natural calamities or losses or damages caused due to natural forces. Any claim from the contractor for compensating the losses incurred on account of unprecedented floods and other natural calamities (act of God) cannot be considered under term of ex-gratia or extra legal payment.
11. The Contractor will have to make his own arrangements for the conveyance of materials.
12. If any other materials not covered in this schedule are issued to the Contractors, the cost there of will be recovered of the Issue rates to be fixed by the Department.

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13. The Contractor should make his own arrangements to keep the materials supplied by the Department in the safe custody and he shall maintain day to day accounts to be produced to the Departmental officers regularly whenever called for. The contractor will be entirely responsible for the safety of the Department materials Issued to him.
14. Any amount fallen as due from the Contractor on account of Contract even after effecting recoveries from the bills of this work and other works entrusted to the Contractor will be arranged to be recovered from the Contractor under the provision of the Revenue Recovery Act.
15. The rates shall be inclusive of all incidental charges whether specifically mentioned or not.
16. The Contractor should not enter any private land for removal of earth there from without the prior written consent of the land owner. If he does so unauthorisedly, the contractor alone will be hold fully responsible for any consequence arising there from.
17. The tenderer shall have experience in executing similar nature of works.
18. The work should be carried out in accordance with the guide lines issued by Chief Engineer / State ground and surface water resources data centre, Tharamani, Chennai for construction of various artificial recharge structures.

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ADDITIONAL CONDITIONS FOR CONTRACTORS SPECIAL ATTENTION

1. The work shall be executed and measured as per metric dimension given in the schedule of quantities, drawings, etc. (T.P. unit wherever indicated are for guidance only)
2. Unless otherwise specified all the rates quoted by the contractor shall be for works at all levels of the construction.
3. Rates for every item of works to be done under the contract shall be for all Lead and lifts, heights, depths, lengths and width except when specifically mentioned in the item otherwise nothing extra will be paid on this account.
4. The work shall be carried out as per drawings and designs supplied by department and as directed by Engineer-in-Charge.
5. The rate for all items in which use of cement is involved is inclusive of charges for curing.
6. The contractor has to make his own arrangements for procuring water for construction purpose. Concreting and curing should be done with water free from injurious amount of deleterious materials. Portable waters are generally considered satisfactory for curing and concrete and masonry: However, the water to be used should be periodically tested at contractor's cost for its suitability for using on construction work and get approved from Departmental Engineer.
7. **Electricity:**
The contractor should make his own arrangements for obtaining electricity for all types of the use like lighting etc.,
8. The contractor should submit the PERT chart for the programme of work from the date of taking over site.
9. Any damage to work resulting from rains or from any other cause until the work is taken over by the Department after completion, will be made good by the contractor at his own cost.
10. The centering and form works shall be true rigid and adequately braced both horizontally and diagonally and leak proof. The form work should be sufficiently strong enough not only to withstand dead load or live load, but also to withstand the effects of vibration. In all the case, the standards as per IS code and T.N.B.P should be followed. It should be specifically ensured that it is leak proof in joints.
11. Payment for additions and deductions for omissions etc. will be dealt with as per clause 59-1 to 59-B-4 of General conditions to contract in T.N.B.P.

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SCHEDULE D

ADDITIONAL CONDITIONS FOR CONTRACTOR'S SPECIAL ATTENTION

Rules for the provision of Health and a sanitary arrangements for workers employed by the P.W.D / W.R.D and the contractor.

The contractor's special attention is invited to clause 37,38,39 & 51 of the general condition to contract to T.N.B.P and he is requested to provide at his own expenses the following amenities to the satisfaction of the Executive Engineer WRD.

1. First Aid- At the work site, there shall be maintained in a readily accessible place, first aid appliances and medicines including an adequate supply of sterilized dressings and sterilize cotton will. The appliances shall be kept in a good order. They shall be placed available during working hours.

2. Drinking water

- a) Water of good quality fit for drinking purposes shall be provided for the work, people on a scale not less than three gallons per head per day.
- b) Where drinking water is obtained from an intermittent, public water supply each work place shall be provided with storage tank where such drinking water shall be stored.
- c) Every water supply, and storage shall be at a distance of not less than 10 feet from any latrine drain or, other existing wall, which is within such proximity to latrine, drain or any other source of pollution, the wall shall be properly closed, water is drawn from it for drinking. All such wells shall be entirely closed and be provided with a trap door which shall be dust and water proof.

3. Washing and bathing place :

There shall be provided within premises at each work place, latrines and urinal in an accessible place and the accommodation separately for act of them shall be on following scale or on the scale selected by the Executive Engineer in any particular case.

- i) Where the number of persons employed do not exceed
50 = 2 seats
- ii) Where the number of persons employed exceed
50 3 Seats (but does not exceed 100)
- iii) For every additional 100 (per hundred = 3) If women are employed separate latrines and urinals screens. From those for man shall be provided on the same scale. Except in working places provided with water flushed, latrines shall be provided a water flushed, latrines shall be provided a water borne sewage system which will be cleared atleast four time daily and atleast twice during working hours and kept in a strictly sanitary condition.

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4. The excreta from the latrines shall be disposed off at the contractor's expenses, in outlay bits, approved by the local public Health authority. The Contractor shall also employ adequate number of conveyance staff to keep the latrines and urinals in a clean condition.

5. Shelters during rest :

At the works site there shall be provided at Contractors own cost, two suitable sheds one for males and another for Women labours.

6. Creaches :

At every work place at which 25 or more women working ordinarily employed their shall be provided two huts of suitable size for the use of children under the age of 6 years belonging to such women, one hut shall be used for infants names and play and the other as there in bedroom. The huts shall not be constructed on a lower stand and than the following:

- i) Thatched roofs
- ii) Mudfloor and wells
- iii) Planks spread over the mud floor and covered with matting

The Site of the creach or creaches should vary according to the number of women workers. The creaches should be properly maintained and necessary equipment like toys etc. should be provided huts shall, be provided with suitable and sufficient sweepers to keep the place clean. There shall be two ayah in attendance, sanitary utensils shall be provided to the satisfaction of the Health officer of the area concerned.

These creaches or huts shall be restricted to children and their attendants.

7. Canteen

Cooked food canteen on a moderate scale shall be provided for the benefits of the workers it is considered if expedient.

8. Sheds for worked :

The contractor should provide at him own expense sheds for housing the workmen. The sheds shall be on a standards not less than the cheap shelter type to live in which the worker pertaining in the locality are accustomed to.

A floor area of about 6' x 5' person shall be provided. The sheds are to be in row with a clear space between sheds and 80' clear space between row if conditions permit. The work people camp shall be laid out in line of 400 persons each unit to have a space of 40 around.

Contractor

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ADDITIONAL CONDITIONS FOR CONTRACTOR'S SPECIAL ATTENTION.

1. The contractor is bound for recovery under Revenue Recovery Act for any liabilities under this contract.
2. "It at any time the Executive Engineer shall be of the opinion that the contractor delaying commencement of the work or violating any conditions of the progress of work, as defined in the tabular statement" rate of progress in the Articles of Agreement" the Executive Engineer will so advise the contractor in writing and at the same time demand compliance. If the contractor neglects to comply with such demand, within 7 days after the receipt of such notice it shall be then or at any time thereafter be lawful for the Executive Engineer to impose penalty or forfeiture on this contractor from the Deposit or to determine the contract.
3. GST Conditions appended separately.
4. Any amount fallen due from the contractor on account of this contract even after recovering from the bills for this work and any other contract awarded to the contractor, then the amount is liable to be recovered under the provisions of Revenue Recovery Act.
5. **Additional Conditions for Percentage Tender System :**
 - a. It is enough that the tenderer quote tender premium along (i.e., percentage below / above the total estimate value above and the percentage quoted by the tenderer shall be for two places of decimal only).
 - b. If the tenderer quoted the amount mistakenly, then only the tender premium should be taken as correct and tender compared.
 - c. On evaluation of tender if it is found that if the overall quoted amount of the 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 tenders discount exceeds 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimated amount. Failure to furnish the additional security deposit within 15 days from the date of receipt of acceptance order and execute the agreement shall entail cancellation of award of contract and forfeiture of E.M.D furnished.

The tenderer should work out his own rate, but quote his percentage rate above or below the total estimated cost of work of the department indicated in the tender schedule.

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TENDER CONDITION FOR GST

1. The Tenderer should furnish the ‘**Copy of Goods and Services Tax (GST) Registration No.**
2. The Tenderer shall quote the rates and prices (both in figures and words) for all the items of the works described in the Bill of quantities excluding GST along with sum of the quoted tender value excluding GST at the end (both in figures and words).

GST RATES AT 12% FOR WORKS CONTRACT

Add New Condition

3. Government of India has notified vide Notification No.20/2017-Central Tax (Rate), dated 22nd August, 2017 and Notification No.24/2017- Central Tax (Rate), dated 21st September, 2017 the concessional rate of the Goods and Services Tax (GST) at 12% [CGST at 6% + SGST at 6%] is leviable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.

And the GST amount will be calculated at 12% (or) 5% 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.

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. INPUT TAX CREDIT (ITC)

Add New Condition

- 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 person 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.

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- 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

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

7.SIMILAR WORK

The Applicants should have completed satisfactorily at-least one work of similar nature with value not less than 50% of the value put to tender **(including the Goods and Services Tax (GST) Amount)** under a “single agreement” in any one of the preceding “three” years in Government of Quasi Government Organization only.

Annual minimum financial turnover of the Applicant in any one the proceeding “Three” years should be more than 50% of the estimated value **(including the Goods and Services tax (GST) Amount) for which bid has been invited .**

The Applicant should have a minimum cumulative financial turnover of 150% of the estimated value **(including the Goods and Services tax (GST) Amount)** of works for which bid has been invited from the civil engineering constructions in last three years.

8. EARNEST MONEY DEPOSIT

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

9. SECURITY DEPOSIT

The successful Bidder shall furnish Security Deposit in the shape of National Savings Certificate or Kisan Vikas Patra or Term Deposit received from Nationalised Bank drawn in favour of **Executive Engineer, WRD, Aliyar Basin Division, Pollachi** for an amount equivalent to 2% of the contract value **including the GST Amount**.

Contractor

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10. IN RETENTION AMOUNT (THIS CONDITION IS APPLICABLE FOR CERTAIN DEAPRTMENTS)

In addition to the aforesaid security deposit, retention amount shall be deducted for the running account bills, a sum equivalent to 5% (Five Percentage) 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 Percentage) 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 contract without interest.**

The balance 2½ % will be retained for a period of 6 (MONTH) Year reckoned for 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.

11. NEGOTITATIONS

The lowest tenderer will be identified who quotes lowest total tender price which including GST. 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% (or) 5% as the case may be 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.

12. 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.....**

Contractor

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13. PAYMENT

- a) “Part or complete Payment will be made only on satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the Measurement Book.

For every Bill, “12% (or) 5%” of GST will be paid to the contractor based on the value of work done for Construction by the Employer. After the payment including “12% (or) 5%” of GST, the Contractor should pay the GST Amount to Government through his GST Registration No. Also the contractor needs to submit the Material purchase bill mentioning the name of the work/s in the package and GST No. to the Employer.

b) First Bill Payment:

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

c) Intermediate Bill Payment:

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

d) Final Bill Payment:

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

e) Submission of GST paid details of Final bill:

“The GST paid details for the final work will payment of construction work to be submitted by the Contractor to the Employer in few days, after getting payment..”

14. 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.**

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15. IN SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

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

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

The Tenderers should quote their rates **excluding GST** for the quantity and units specified under metric units under Schedule “**12% (or) 5%**” as the case may be substituted.

16. IN BILL OF QUANTITIES, PREAMBLE

The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties (**except GST**), together with all general risks, liabilities and obligations set out in the Contract. The GST amount will be calculated at “**12% (or) 5%**” of sum of the Bid value (**excluding GST**) quoted by the bidder for construction Cost specified in the BoQ. The BoQ should include **GST (Goods and Services Tax) Amount**”, shall be substituted.

17. SALES TAX REGISTRATION & DEDUCTION OF SALES TAX FROM BILLS

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

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

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G.O.(3D)No.14 Municipal Administration and water supply (GI) 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 above ground level and 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.

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- (xi) District Collector should be empowered to verify that the above guidelines are being followed 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 found open, no. of abandoned bore wells / tube wells properly filled up to ground level and balance number of abandoned bore wells / tube wells to be 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.

In case of urban areas, the monitoring of the above is to be done through Junior Engineer and the Executive from the concerned Department of Ground Water / Public Health / Municipal Corporation etc.,

- (xiii) 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

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