



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

T.No.15/2022-2023

TENDER DOCUMENT

FOR

**FORMATION OF 30M WIDE MAIN ROAD – 150M LENGTH INCLUDING
CONSTRUCTION OF RCC SIDE DRAIN, KERB WALL AND BOX CULVERT AT
SIPCOT INDUSTRIAL PARK, SRIPERUMBUDUR (PHASE-IV).**

E.M.D. Rs.1,09,100/-

TENDER DUE ON: 21.07.2022

TENDER SUBMITTED TO:

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

**STATE INDUSTRIES PROMOTION CORPORATION OF
TAMIL NADU LIMITED**

TENDER NOTICE

1. For and on behalf of State Industries Promotion Corporation of Tamilnadu Limited sealed tenders will be received at their **"Formation of 30m wide main road – 150m length including Construction of RCC Side Drain, Kerb wall and Box Culvert at SIPCOT Industrial Park, Sriperumbudur (Phase-IV)"**.

The tender should be in the prescribed form obtainable from SIPCOT Head Office, Chennai-8. The tender will be opened at 3.30 p.m. on **21.07.2022** itself by the Superintending Engineer SIPCOT or any other officer authorized by him at Head Office, Chennai-8 on the date above mentioned. The tenderers or their agents are expected to be present at the time of opening of tender. The tender receiving officer will open each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all such corrections in the presence of the tenderer. If any of the tenderers or their agents find inconvenient to be present at the time, then in such a case, the tender receiving officer will open 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 corrections without any question whatsoever.

1. Tenders must be submitted in sealed covers and should be addressed to the Superintending Engineer, State Industries Promotion Corporation of Tamilnadu Limited, Chennai-8. The name of the tenderer with address and the name of the work must be superscribed on the cover.

If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his own name and the name and address of each member of the firm shall be given. If it is made by a Corporation, it shall be signed by a duly authorized officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering, Corporation may be required before the contract is executed to furnish evidence of its corporate existence.

2. a) Each tenderer must also send a certificate of GST verification from the appropriate Commercial tax authority in the form prescribed therefore. This certificate will be valid for one year from the date of issue for all the tenders submitted during the period.

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

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b) The tenderer should have executed any civil works in Single/Multiple agreement in the preceeding Five years.

3. Each tenderer must pay as Earnest Money Deposit a sum of **Rs.1,09,100/- (Rupees One Lakh Nine Thousand and One Hundred only)** by way of Demand Draft only drawn in favour of State Industries Promotion Corporation of Tamilnadu Limited, Chennai-8. 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 One month from the date of tender, whichever, is earlier. This refund will be authorized by the State Industries Promotion Corporation of Tamilnadu Limited, by suitable endorsement. The Earnest Money Deposit will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.

4. When a tender is to be accepted the tenderer whose tender is under consideration shall attend the SIPCOT Office, Chennai-8 before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the period so specified, his tender will not be considered. He shall forthwith upon intimation being given to him by the SIPCOT, of acceptance of his tender, shall produce the balance amount of Security Deposit equivalent to 2% of value of accepted tender less EMD paid and Non-Judicial Stamp Paper for the value of Rs.100/- for preparing Agreement. He shall then sign the original agreement first, which will be accepted and signed by the competent authority of SIPCOT. The security deposit together with the Earnest Money Deposit and the amount withheld shall be retained as security for the due fulfillment of his contract. Failure to enter into the required agreement or to make the security deposit as defined in this paragraph within 15 days from the intimation shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the SIPCOT shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of SIPCOT.

5. The tenderer shall examine closely the Tamilnadu Building practice specifications and sign the copy of the detailed standard specifications and its amendments volume in token of such study before signing the contract documents unit rates shall be for finished work in the site. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the accepted tenderer. The Tamilnadu Building Practice Specifications and other documents connected with the contract such as specifications, plans, descriptive specifications sheets regarding materials etc. can be seen during office hours from 10.00 am to 5.45 pm on any working day in the office of the SIPCOT, Chennai-8.

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6. The tenderer's attention is directed to the requirement for materials under the clause "Materials and workmanship" in the 'Preliminary specifications'. Materials conforming to the Indian Standard specifications shall be used on the work and the tenderer shall quote his rates accordingly.

7. Every tenderer is expected before quoting his/their rates to inspect the site of the proposed work, and the quarries where the materials, conforming to the standards and specifications is available sufficiently and he /they also shall have to examine and ascertain the lead involved from the quarries selected by them to the work site before quoting his rates and satisfy himself/themselves about the quality and availability of materials. Once the tenderer has quoted his/their rates, it is to be concluded that he/they have taken into account all the leads involved, availability of sufficient quantity of materials etc. Any litigation, later on in this regard will not be entertained. 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 relevant standard specifications or as specified in this tender notice or as required by the SIPCOT Officer in charge of the work. In any case, samples shall be submitted for the approval of the Engineer-in-charge of the work before the supply to site of work.

The SIPCOT will not however after acceptance or contract rates, pay any extra charges for lead or for any other reason in case the contractor has found later on to have misjudged the materials available. Attention of the contractor is directed to the standard "GENERAL CONDITIONS TO CONTRACT" in TNBP Vol.II regarding payment of seigniorage tolls etc.

8. The tenderer's particular attention is drawn to the sections and clauses in the standard 'GENERAL CONDITIONS TO CONTRACT' dealing with:

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

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

9. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the SIPCOT does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alteration by omissions, deductions or additions at the discretion of the SIPCOT Officer in

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charge of the work, or 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 paise. The rates should be written both in words and in figures and the units in 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 lump sum for which he will undertake to do the whole work subject to the conditions of contract, such lump sum agreeing with the total amount of schedule. This schedule accompanying the lump sum tender shall be written legibly and free from erasures. Overwriting or conversions of figures, corrections, where unavoidable, should be made by scoring out, initialing, dating and rewriting.

- 10. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form/or in due time will be rejected. Rates of lump sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form, the conditions of contract, the drawings, specifications or quantities accompanying the same will be recognized and if any such alterations are made, the tender will be deemed to be void.
- 11. The tenderer should workout his own rates, without reference being made to the Public Works Department current schedule of rates or the SIPCOT estimate rates which are not open for inspection by tenderers.
- 12. No material will be supplied by SIPCOT. All materials conforming to the standards and specifications should be procured. Rates should be quoted taking into account the quality and lead involved from quarry to work site. Notwithstanding any subsequent change in the market value for these materials, no extra payment will be given.
- 13. The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from time to time as will be indicated by the SIPCOT Officer’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.

| ----- | |
|-------------------------------------|------------------------------------|
| Period after date of commencement | Percentage of work completed |
| (Based on contract lump sum amount) | |
| ----- | |
| First month | - 20% (Ten percentage) |
| Upto Second month | - 40% (Forty percentage) |
| Upto Third month | - 70% (Seventy percentage) |
| Upto Fourth month | - 100% (Hundred percentage) |
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14. No part of the contract shall be sublet without written permission of the SIPCOT nor 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 SIPCOT will furnish such, but it must be clearly understood that tenders must be received in order and according to instructions.
16. The SIPCOT reserves the absolute right to reject any tender or all the tenders.
17. (a) Preference in the selection from among the tenderers will be given, other things being equal to those who are themselves professionally qualified or who undertake to employ, qualified men at their cost to look after the work. The tenderers should therefore state in clear terms whether they are professionally qualified or whether they undertake to employ technical staff and if so to give their professional qualification or of the staff to be employed. In case, the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at the site of the work during working hours, personally, checking all items of work and paying extra attention to such works as may demand special attention e.g. reinforced concrete works. etc.
- (b) The tenderers who are themselves not professionally qualified shall undertake to employ the qualified Technical Staff 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 for the work.

| Sl. No | Value of contract | Qualification and number of Technical Assistant to be employed. |
|---------------|----------------------------------|--|
| 1. | Upto Rs.1.00 lakh | No Technical Assistant need be employed. If situation and nature of work warrant a Diploma holder in Civil Engineering / a retired Junior Engineer may be employed. |
| 2. | Rs.1.00 lakh to Rs.5.00 lakhs | One Diploma holder in Civil Engineering or not less than one retired Junior Engineer. |
| 3. | Rs.5.00 lakhs to Rs.10.00 lakhs | One B.E. (Civil) or equivalent Degree holder or not less than one retired Sub-Divisional Officer (A.E.E.) or (A.D.E.) or one diploma holder with three years experience. |
| 4. | Rs.10.00 lakhs to Rs.25.00 lakhs | One B.E. (Civil) or equivalent degree holder with three years experience in Civil Engineering works or not less than one retired Sub-Divisional Officer plus one diploma holder in Civil Engineering with five years experience. |
| 5. | Rs.25.00 lakhs to Rs.50.00 lakhs | One B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired Sub-Divisional Officer (Retired A.E.E. or A.D.E.) plus two diploma holders in civil Engineering or two retired Junior Engineers OR One B.E. (Civil) or equivalent degree holder with |

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| | | 3 years experience or not less than one retired Sub-Divisional Officer and one more B.E. (Civil) or equivalent degree holder. |
| 6. | Above Rs.50.00 lakhs | Two B.E. (Civil) or equivalent degree holder with three years experience or not less than two retired Sub- Divisional Officer (Retired A.E.E or A.D.E) plus two diploma holders in civil Engineering or two retired Junior Engineers OR Two B.E. (Civil) or equivalent degree holders with 3 years experience or not less than two retired Sub- Divisional Officer and one more B.E. (Civil) or equivalent degree holder. |

(c) In case the contractor who is professionally qualified is not in a position to remain always at the site of the work during the working hours, Personally checking all items of work and paying extra attention to such works, which may demand special attention.

(d)The contractor, whether he is professionally qualified or not, should see that technical personnel 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.

(e) 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 the opinion of the SIPCOT the employment of technical assistant/assistants is not required for the due fulfillment of the contract.

NOTE:

1. For non employment of such personnel penalty of Rs.2000.00 per month for Diploma holder and Rs.5,000.00 per month for Degree holder will be levied.
 2. An attendance register for the technical personnel is to be maintained. Every technical personnel should sign their initials in the register whenever they leave and arrive. The Register should be produced for inspection by the officials of SIPCOT as and when required.
 3. One Technical Assistant may be employed by the contractor for more than one work situated within one kilometre, provided the monetary limit prescribed for the nature of technical staff to be employed is adhered to by one and the same contractor.
18. Tenderers who have already registered themselves in PWD or in any other Government Department as contractors, shall furnish evidence of their good record and capacity to do works.
19. A tenderer submitting a quotation which the tender accepting authority considers excessive and / or indicative of the insufficient knowledge of current

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prices or definite attempt of 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 materials, if any fixed by Government or the reasonable price permissible for the tenderer to charges private purchaser under the provision of clause 8 of the Hoarding and profiteering prevention ordinance, 1943 as amended from time to time and on similar principles to labour and supervision of the construction.

20. The fact of submitting the tender implies that the tenderers have actually inspected the site of work and have examined before tendering, the nature and extent of various kinds of soil at various depths and have based their tender on such examination by them and no future representation in this regard will be considered.
21. Statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classification should accompany the tender:
 - a. Equipment (Transport for materials viz. lorries and carts, concrete mixers)
 - b. Organisations (i) Technical (ii) skilled (iii) Unskilled
 - c. Resources in materials such as lime, teakwood etc. and extent upto which departmental help is required for procurement of materials and transport of same.
 - d. Methods that will be adopted to speed up the work to ensure completion within or less than the time fixed for completion.
22. The tender of the contractor who agrees to employ the maximum number of ex-servicemen (number to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on this in their covering letter.
23. The contractors should invariably attach Registration as Contractor/Dealer under GST valid for the current period with their tender.
24. The SIPCOT reserves to itself the right of allotting the different sub works to the different contractor or to one and the same contractor as it may decide after the receipt of tenders.
25. Only tenders received within the prescribed time and date will be considered. Tenders received after 3.00 p.m. on the tender date (late tenders) will not be taken into account and will be summarily rejected.

26. PERFORMANCE SECURITY AND ADDITIONAL PERFORMANCE SECURITY

- 1.1. a) Within 15 days from the date of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a **Performance Security Strictly in the form of Demand Draft/irrevocable BG** in favour of SIPCOT, Chennai

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for the difference in amount equivalent to 2% of the total value of the contract less EMD amount paid as laid down in clause No.5 above. b) 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 **Additional Performance Security** at 2% of the estimated value **Strictly in the shape of Demand Draft**. If the tender savings exceeds 15%, the contractor shall pay an **Additional Performance Security** of 50% of the difference between quoted amount and estimated amount **Strictly in the shape of Demand Draft or irrevocable BG**. Failure to produce Security Deposit additional performance security within 15 days from the receipt of acceptance order and execute the agreement shall entail cancellation of award of tender and forfeiture of E.M.D.

The Security Deposit & additional performance deposit amount will not carry any interest and shall be refunded only after one year defect liability period after completion of the work.

27. The work should be executed in conformity with the Technical specification, specified for various items of work in the Tamilnadu Building practice.

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FORM OF TENDER

To
The SUPERINTENDING ENGINEER
State Industries Promotion Corporation of Tamilnadu Limited,
Chennai – 8

Sir,

I/we do hereby tender and, if this tender be accepted, undertake to execute the following works. Viz., **“Formation of 30m wide main road – 150m length including Construction of RCC Side Drain, Kerb wall and Box Culvert at SIPCOT Industrial Park, Sriperumbudur (Phase-IV)”** as shown in the drawings and described in the specifications of the State Industries Promotion Corporation of TamilNadu Limited 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 Rs...../- (Rupees only) or such other sum as may be arrived at under the clauses of the standard preliminary specification relating to payment on lump sum basis or by final measurement at unit prices”.

I/WE have also completed the priced list of items in schedule-I annexure (in words and figures) for which I/WE agree to execute the work when the lump sum payment under the terms and conditions of the agreement is varied by payment for measured quantities. I/WE hereby distinctly and expressly declare and acknowledge that, before the submission of my/our tender I/WE have carefully followed the instructions in the tender notice and the preliminary specification therein and that I/WE have made such examination of the contract documents and of the plans, specifications and 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 material required to be furnished as to 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 State Industries Promotion Corporation of Tamilnadu Limited based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirement covenants, stipulations, restrictions and conditions. I/WE being a registered PWD/Highways and Rural Works Contractor enclose TAX verification certificate in respect of (the particulars of the previous occasion on which the certificate was produced should be given).

I/We enclose herewith a Demand Draft for the payment of the sum of **Rs.1,09,100/- (Rupees One Lakh Nine Thousand and One Hundred only)** as earnest money not to bear interest. If my/our tender is not accepted, this sum shall be returned to me/us on my/our application when intimation is sent to me/us or

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rejection or at the expiration of four months from the date of this tender whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the State Industries Promotion Corporation of Tamil Nadu Limited as security for the due fulfillment of the contract. If upon written intimation to me/us by the SIPCOT officers, I/we fail to attend the said office before the end of the period specified on such intimation, the tender will not be considered and if, upon intimation being given to me/us by the SIPCOT of acceptance of my/our tender, I/We fail to enter into the required agreement as defined in clause of the tender notice, then I/We agree to the forfeiture of the earnest money. 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 to me/us (Registered or ordinary) of left at my/our address given herein. Such notices shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

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 and the site is handed over to me/us and agree to complete the work within **Four months** from the date of such handing over of the site and to show good progress as defined in the tabular statement "Rate of Progress", subject, nevertheless to the provision for extension of time contained in the General Conditions of Contract.

I/We fully understand that the written agreement to be entered into between me/us and the State Industries Promotion Corporation of Tamilnadu Limited, shall be the foundation of rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contracts on behalf of State Industries Promotion Corporation of Tamilnadu Limited.

I/We will 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. **Civil work**)

| Name of Technical Staff proposed to be employed | QUALIFICATION |
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SPECIAL CONDITIONS

1. Location of the work site:-

The site of construction is located at **SIPCOT Industrial Park, Sriperumbudur**. Attached hereto are the tender drawing giving the general layout, details and sanctions of the proposed works. Further details and working drawings necessary for execution of the construction of work will be prepared and issued by SIPCOT from time to time. All the works shall be carried out in accordance with the instructions and directions given by the SIPCOT Officer in-charge of the work from time to time.

1. Submission of the tender shall mean that the contractor has seen the site and studied the plans, specifications, conditions and instructions and agree to abide by the same and execute an agreement with the employer. For the work engaged he must satisfy himself to the nature of the soil, facilities for access and storing of materials and other site condition.
2. A schedule of probable quantities is attached here with but it must be clearly understood that these quantities are liable to alterations, omissions, deductions or additions at the discretion of the SIPCOT and the unit rates quoted by the tenderer shall be valid irrespective of fluctuations in quantities.
3. Withdrawal of the tender when it is once accepted or failure on the part of the successful tenderer to execute the contract agreement within seven days after intimation being sent of acceptance of the tender would entail forfeiture of the Earnest Money.
4. In complying with these conditions and the specifications, schedule of quantities and contract agreement, the following works shall have the meaning herein assigned to them except where the subject or context otherwise requires.
 - a. "Employer" shall mean "SUPERINTENDING ENGINEER", SIPCOT LIMITED, CHENNAI-8 and shall include their representative / and assigns / or successors.
 - b. "Contractor" shall mean shall include his (tenderer's) legal representatives / and assign(s) or successors.
 - c. "SIPCOT" shall mean State Industries Promotion Corporation of Tamilnadu Limited and shall include their legal representative/s/ and assign/s/ successors.
 - d. "Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the employer for the contractor's use.
 - e. "This Contract" shall mean the Articles of Agreement, the conditions, the appendix, the schedule of quantities or specifications attached hereto duly signed.

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- f. "Notice in writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- g. "Act of Insolvency" shall mean an act of insolvency as defined by the Provincial Towns Insolvency Act or any other Act amending such original.
- h. "Net Prices": If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in tender as the price of that item. A similar percentage or proportionate sum provided of the sum so added or deducted by the contractor, the total amount of any price cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or net prices when used with reference to the contract or amounts shall be held to mean or process so arrived at". Words importing persons including firms and corporations. Words importing the singular also include the plural and vice versa where the context so requires.

5. SCOPE OF CONTRACT:

The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions or and to the satisfaction of employer viz. the SIPCOT. The SIPCOT may from time to time issue further drawings and / or instructions, details, directions and explanation which are hereafter collectively referred to as instructions, in regard to:

- a. The variation or modification of the design, quality or quantity or works or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings in between the schedule of quantities and / or drawings and / or specification.
- c. The removal from the site of any materials brought thereon by the contractor and the substitution of any other materials thereof.
- d. The removal and / or re-execution of any works executed by the contractor.
- e. The dismissal from the works of any persons employed there upon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defect under clause 24, the contractor shall forthwith comply with and duly execute any work comprised in each such SIPCOT instructions, directions and explanations given to the contractor or his representatives upon the works by the SIPCOT shall, if involving a variation, be confirmed in writing by the contractor within seven days.

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6. DRAWING AND SCHEDULE OF QUANTITIES:

The contract shall remain in the custody of the employer and a duplicate copy of the contract shall remain in the custody of the Project Officer. The contractor on the signing thereof shall be furnished by the employer free of cost, a copy of the priced, schedule of quantities, one copy of each of the said drawings, the specifications and one copy of all further drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall always keep one copy of all drawings in the works and the Employer/ SIPCOT site officer shall, at all reasonable times, have access to the same.

7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancy in the drawings, in between the drawings, schedule of quantities and specification, he shall immediately and in writing refer the same to the project officer / SIPCOT Officers who shall decide in consultation with the Employer which is to be followed.

8. AUTHORITIES, NOTICES AND PATENTS:

The contractor shall conform to the provisions of any act of the legislature relating to the works and to the regulations and bye-laws of any authority and/or any water, lighting and other companies and/or authorities with those system, the structure is proposed to be connected and shall before making any variations from the drawings or specification that may be necessitated by so conforming give to the employer written notice, specifying the variations from the proposed to be made and the reason for making and apply for instructions thereon. In case, the contractor shall not within the ten days receive such instructions, he shall proceed with the work, conforming the provision, regulations or bye-law in question and any variation so necessitated shall be dealt with under clause No.18.

The contractor shall bring to the attention of the employer any notices required by the said Act/s, Regulations or bye-laws to be given any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer. The contractor shall indemnify the EMPLOYER against all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort/s that may be legally incurred in respect thereof.

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9. SETTING OUT WORK:

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time error in this respect shall appear during the progress of the works, the contractor shall at his own expense rectify such error if so required to the satisfaction of the EMPLOYER.

10. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

All materials and workmanship shall so far as procurable be of the respective kinds described in the schedule of quantities and/or specifications and in accordance with the employer's instructions and the contractor shall upon the request of employer furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the employer may require.

- a. Clean M.Sand/P.Sand shall be used in all cases
- b. Only clean & fresh water shall be used on the work. The contractor shall make his own arrangements for water and shall meet all charges therefore. The special attention of the contractor is drawn in clause 36 of General conditions of contract of TNDSS regarding water and lighting.
- c. The broken stones for concrete and RCC work should be of hard blue granite and passed by the SIPCOT Officer.
- d. The work will be carried out with least hindrance to the adjoining building and the contractor will be responsible for any damages, causes to the existing fixtures, electric fittings etc. in the course of execution and the contractor shall make good any damage, without any claim for extra.
- e. Concrete works: All exposed concrete surfaces will be required to be finished by cement plaster as instructed.
- f. Plastering: All external corners, edges of doors and window openings etc. shall be finished sharp using rich mortar and also finished truly vertical or horizontal as the case may be. The rate for plastering shall include the cost of finishing as above and no separate extra for the corners, edges, beams etc. shall be paid.
- g. The SIPCOT reserves the right, to split up the work and entrust the split up portions to different contractors without assigning any reason therefor.
- h. Projections if any required in the masonry will be measured under the relevant items and no extra will be paid of for finishing the same.
- i. The arrangement of M.S. rods for all RCC works shall be in accordance with the working drawing supplied.

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- j. (i) The planks for forms and centering for RCC works shall be of well seasoned timber approved by the officer according to clause 10 of TNDSS No.30. They must be made smooth and perfectly level at the top so as to give smooth and even finish to the RCC ceilings.

Alternatively, the contractor may use steel sheets over wooden forms, provided the required finish to the underside of the slab is obtained.

Mango planks shall not be used under any circumstances. Centering and formwork shall be provided to the extent and area ordered by the Officer.

- ii. Payment for centering works for all RCC items shall be made only after the concrete is laid.
 - iii. All cement concrete for RCC works shall be machine mixed and vibrated.
 - iv. All lime mortar shall be ground in mortar mill as per TNDSS.
- k. Wherever dewatering of sub soil water is necessary for the execution of works the cost of the same should be borne by the contractor only and no extra claim whatsoever on this account will be admitted.

11. CONTRACTOR'S SUPERINTENDANCE AND REPRESENTATIVE OF THE WORK:

The contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the employer may consider necessary until the expiration of the "Defects Liability period", stated in the Appendix hereto. The contractor shall also during the whole time, when the works are in progress employ a competent representative who shall be constantly in attendance at the site. Any direction, explanations, instructions or notices given by employer to such representatives shall be held as given to the contractor.

12. DISMISAL OF WORKMAN:

The contractor shall on the request of the employer immediately dismiss from the work any person employed thereon by him who may in their opinion be incompetent or misconduct himself and such person shall not be again employed on the worksite without the permission of the employer.

13. ACCESS OF SIPCOT OFFICER TO WORKS:

The Employer/SIPCOT site officers shall, at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the contractor shall give every facility to the Employer/SIPCOT site officers necessary for inspection and examination/test of the material and workmanship. No person unauthorized by the employer except the representatives of public authorities shall be allowed on the works at any time.

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14. PROJECT OFFICER:

The term Project Officer shall mean the person duly authorized to inspect the work in the absence of the Employer, the contractor shall offer the Project Officer/SIPCOT every facility and assistance for inspecting the works and materials and for checking and measuring items and materials. The Project Officer shall have power to give notice to the contractor or to his representatives of non approval of any work or materials and such work shall be suspended or the use of those of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to time be examined by the Project Officer or any site officer not in any way to exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the contractor shall take instructions only from the SIPCOT officer.

15. ASSIGNMENT AND SUB-LETTING:

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly transfer, assign or underlet/sublet the contract or any share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

16. VARIATION NOT TO VITIATE CONTRACT:

No alteration, omission or variation shall vitiate this contract but in case the employer thinks proper at any time during the progress of the works to make any alterations and addition to or omissions from the works or any alterations in the kind and quality of the materials to be used therein and shall give in notice thereof in writing under his hand to the contractor, shall alter and add to or omit from as the case may be, required in accordance with such notice, but the contractor who shall not do any work extra to or any deviation from any of the provisions of the contract, stipulations, specification or contract drawing without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the employer in accordance with the provisions of Clause-22 thereof any of the same shall be added to or deducted from the contract amount accordingly.

17. SCHEDULE OF QUANTITIES:

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement of such works as per the Tamilnadu Building Practice.

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Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under clause-22 thereof shall be added to or deducted from the contract amount (as the case may be) provided there shall be no rectification of errors in the contractor's schedule of rates.

18. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

19. The Project Officer may from time to time intimate to the contractor that he requires the works to be measured and the contractor shall forthwith attend and send a qualified agent to assist the Project Officer or site officer in taking such measures, measurements and calculations and to furnish the particulars or to give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such Agent then the measurement taken by the Project Officer or site officer shall be taken to be correct measurements of the works. Such measurement shall be taken in accordance with the standard method of measurement for building works.

The contractor or his agent may at the time of measurement take such note and measurements as he may require.

All authorized extra works, omissions and all variations made without the Employer/Project Officer's knowledge, if subsequently sanctioned by the Employer in writing shall be included in such measurements.

20. PRICES FOR EXTRAS ETC./ASCERTAINMENT OF:

Should it be found after the completion of the works from measurements taken in accordance with the previous paragraph that any of the quantities or amounts of works thus ascertained are less or greater than the quantities or amounts specified for the works in price-schedule of quantities and (or) tender or that any variation is made, the calculation of such quantities / amounts or variation unless previously or otherwise agreed upon, shall be made in accordance with the Employer's instructions. The measurement and valuation in respect of the contract shall be completed within the 'period of final measurements' stated in appendix. Materials, when taken into account will be the property of the Employer. Wherein any certificate of which the contractor has received payment, the Employer has included the value of any unfixed materials intended for and/or advance payment to the works, such materials shall become the property of the Employer and they shall not

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be removed except for use upon the works, without the written authority of the Project Officer. The contractor shall be liable for any loss or damage to such materials.

21. REMOVAL OF IMPROPER WORK:

The Employer shall during the progress of works, have power to order in writing from time to time removal from the works, within such reasonable times as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the specification or the instruction of the Employer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Employer have the power to employ and pay other person etc. to carry out the same and all expenses consequent on incidental thereto shall be borne by the contractor, or may be deducted by the employer for any money due or that may become due to the contractor.

22. DEFECTS AFTER COMPLETION:

Any defect, shrinkage, settlement or other faults which may appear within the defects Liability period stated in the appendix, arising in the opinion of the Employer and from materials or workmanship not in accordance with the contract shall upon the directions in writing of the Employer and within such reasonable time as shall be specified therein be amended and made good by the contractor at his own cost such defects, shrinkage, settlements or other faults and all damages loss and expenses consequently thereon or incidental thereto shall be made good and borne by contractor and such damage, loss and expenses shall be recoverable from him by employer or may be deducted from any money due or that may become due to the contract or the Employer may in lieu of such amending and making good by the contractor, deduct a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 36 being in sufficient recover the balance from the contractor, together with any expense the employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated or suggested by the employer, as provided in Clause-26 of the contract shall be liable to make good in the same manner as if such work or materials had been done or supplied by the contractor and been subject to the provision of this clause and clause-26 thereof.

The contractor shall remain liable under the provisions of this clause notwithstanding the signing of the Employer or any certificate of the passing of the accounts.

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23. CERTIFICATE OF VIRTUAL COMPLETION:

The work shall not be considered as completed until the site officer has certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

24. NOMINATED SUB-CONTRACTOR:

All specialists, Merchants, Tradesman and others executing any work or supplying and filling any goods for which time cost prices or provisional sums are included in the schedule of quantities and/or specifications may be nominated or selected by the Employer are hereby declared to be sub-contractor are employed by the contractor and are therein referred to as nominated sub-contractor. No nominated sub-contractor shall be employed on or in connection with the works against whom the contractor shall make reasonable objection or save where the employer and contractor shall otherwise agree, who will not enter into a contract provided,

- a. That the nominated sub-contractor shall indemnify the contractor against the same conditions in respect of the sub contract as the contractor is under, in respect of his contract.
- b. That the nominated sub contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor/ his servants or agents or any issues by him or them of any Workmen- Compensation Act in force.
- c. Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the site officer certificate provided that before any certificate is issued, the contractor shall upon request to furnish to the site officer's proof that all nominated sub-contractor accounts included in previous certificates have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the site officer and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privity of contracts as between Employer and sub-contractor.

25. OTHER PERSONS ENGAGED BY EMPLOYER

The Employer with the concurrence of the SIPCOT site officer reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract which he may desire to carry out by other persons and the contractors to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangements with the Employer. Such work shall be carried out in such a manner as not to impede the progress of works included in the contract and the contractor is not be responsible for any damage or delay, which may happen to or be occasioned by such work.

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26. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

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

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

27. The contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire in an office, to be approved by the SIPCOT in the joint names of the Employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium for such further sum being allowed to the contractor as an authorized extra such policy shall cover the property of the Employer only. The contractor shall deposit the policy and receipt for the premium with the Employer within twenty one days from the date of signing the contract. Unless otherwise instructed by the SIPCOT in default of the contractor, insuring as provided above, the Employer on his behalf may so insure and may deduct the premium paid from any amount due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, the work reinstated by Insurance Office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or SIPCOT in default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct he premium paid from any money due or which may become due to contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as SIPCOT site officer deems fit.

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

28. DATE OF COMMENCEMENT AND COMPLETION:

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

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commence the work as instructed by SIPCOT or fails to complete the work within **Four months** from the date of handing over of the site, he shall be liable for all the damages and consequences arising there from and further, the earnest money deposit and security deposit shall be forfeited.

29. DAMAGE FOR NON-COMPLETION:

If the contractor fails to complete the works or part of the works by the due date stated in the appendix or within any extended time under Clause-32 thereof and the SIPCOT site officers certify in writing that in his opinion the same ought reasonable so, to have been completed, the contractor shall pay or allow to the employer the sums claimed in the appendix as 'Liquidated Damages for the period during which the said works shall so remain incomplete and the Employer and deduct such damages from any moneys due to the contractor.

30. DELAY AND EXTENSION OF TIME

a. If the work is not completed as per the time schedule, a fine not exceeding 5% of the value of the contract will be imposed on the contractor for slow progress of work.

a. If in the opinion of the employer the works be delayed (a) by force measure of (b) by reason of any exceptionally inclement weather conditions (c) by reasons of proceedings taken or threatened by or dispute with adjoining or neighbouring owners by Public Authorities arising otherwise than through the contractor's own default or (d) by the works or delays of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specification of or (e) by reason of site officer(s) instructions as per clause-2 of (f) by reason of Civil Commotion, local combination of workmen or strike or lockout effecting any of the building trades or (g) in consequences of the contractor not having received confirmation in due time, necessary instructions from the Employer on the recommendation of the Site Officer for which he shall have specially applied in writing, the Employer shall make a fair and reasonable extension of time for completion of the contract shall, as soon as may be given written notice thereof to the employer the contractor shall nevertheless continue his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Employer to proceed with work.

31.FAILED BY CONTRACTOR TO COMPLY WITH SIPCOT INSTRUCTIONS:

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

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officer as a debit or may be deducted by him from any money due or to become due to the contractor.

32.TERMINATION/DETERMINATION OF CONTRACT BY THE EMPLOYER:

- a. If the contractor being an individual or firm commit any "act of insolvency" or shall be adjudge insolvent or being an Incorporated Company shall have an order for compulsory winding up made, against with or pass an effective resolution for winding up voluntarily or subject to the liquidation, such acts of insolvency or winding up shall be liable within seven days after notice to him inquiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and to give security, there for, if so required by the employer or if the contract (whether an individual, firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign or sublet to this contract without the consent in writing of the Employer/Project Officer first obtained or shall charge or encumber this contract for any payments due or which may become due to the contractor there under, or if the Project Officer shall certify in writing to the Employer that the contractor,
 - ii) has abandoned the contract, or
 - iii) has failed to commence the works, or had without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Employer/Project Officer, written notice to proceed or
 - iv) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
 - v) has failed to remove materials from the site or pull down and replace work for seven days after receiving from the Project Officer's written notice that the said materials or work were condemned and rejected by the Employer/Project Officer under these conditions or
 - vi) has neglected or failed persistently to observe and perform all or any of the facts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same or
 - vii) has to the detriment of good workmanship or in defiance of the Employer/Project Officer's instructions to the contrary subject any part of the contract. Then and in any of the said cases the Employer with the written consent of the Project Officer, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor determine the contract, but without hereby affecting the functions of the Project Officer or the obligations and liabilities of the contractor, the whole of which shall/continue in force as

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fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the contractor, and further the employer on the recommendation of the Project Officer may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utilities and materials lying upon the premises or the adjoining lands or roads, and use the same at his own property nor may employ the same by means of his own servants and workman-in-carrying "on" and completing the works or by employing any other contractor or other person or persons to complete the works and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing the finishing or using the materials and plant for the works. When the Employer/Project Officer shall give a notice in writing to the contractor to remove his surplus materials, tools and plant, and should the contractor fails to do so within a period of 14 days after receipt thereto by him, the employer shall sell the same by public auction and shall give credit to the contractor for the amount realized. The Project Officer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to, in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer, as the case may be and the certificate of the Project Officer shall be final and conclusive between the parties.

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

33. PRIME COST AND PROVISIONAL SUMS:

- a. Where 'Prime cost' (PC) prices or Provisional Sums of money are provided for any goods or work in the specification or schedule of quantities the same are exclusive of any trade discounts of allowances, discount for cash, or profit which the contractor may require and of carriage and fixing.

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- b. All goods or works for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturers or firms at the discretion of the Project Officer or Employer and the Employer reserves to himself the right of paying direct to any such goods, or work and deducting the said prices or sums, from the amount of contract. Should any goods or work for which prime cost prices or provisional sums are provided or portions of same be not required, such prices or sums, together with the profits allowed for the same and such additional amounts as the contractor may have allowed for carriage and fixing will be deducted in full from amount of the contract whether the goods be ordered by the contractor or otherwise, the contractor shall, at his own cost fix the same if called upon to do so and the contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.
- c. In cases in which provisional quantities of materials are contained in the contract, the contractor shall provide such materials to such amounts or to greater or less amounts as the Project Officer shall direct in writing as the net rates at which he shall have priced such items in his schedule of quantities. Should however any such item be entirely omitted which omission shall be at the Employer/Project Officer's discretion, no profit on such items shall be allowed to the contractor.
- d. If the contractor neither produces the receipt nor gives authority to the Employer to issue a certificate in favour of such sub-contractor direct, the SIPCOT officer may upon giving the contractor seven days notice in writing of his intention to do so, issue to the sub-contractor such certificate direct. The Employer may obtain the receipt from the sub-contractor which receipt shall be deemed as a discharge for the amount of such certificate as though given by the contractor. In the event of such default on the part of the contractor, he shall not be allowed any profit he may have added in the schedule of quantities upon such sub-contract.
- e. The exercise of the option before referred to by the contractor and the issue of certificates as before described to sub-contractor upon the contractor's request of the issue to the sub-contractor direct of certificate by the Employer shall not, however relieve the contractor from any of the liabilities in respect of insufficient/faulty or in-completed work of the sub-contractor for which he may be liable under the terms of contract.
- f. If any provisional items provided for work of a nature usually carried out by the contractor in the ordinary course of his business, the Employer shall give the contractor an opportunity of tendering for the same without prejudice to the right to accept the lowest or any tender.

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34. CERTIFICATE AND PAYMENTS:

The contractor shall be paid by the Employer from time to time in installments under interim certificates to be issued by the Project Officer to the contractor on account of the works executed when in the opinion of the site officer, work to the approximate value of work for interim certificates or less at the reasonable discretion of the Employer has been executed in accordance with this contract, subject, however, to retention of 5% of bill amount from each bill. The Project Officer shall with the concurrence of the Employer include in the interim certificate such amount as he may consider proper on account of materials delivered upon the site by the contractor for use in the work. And when the works have been critically completed and the Project Officer should have certified in writing that they have been completed, the contractor shall be paid by the SIPCOT in accordance with the certificate to be issued by the Project Officers the sum of money named in the Appendix as 'Installment after virtual completion' being 50% of the said total retention money. The balance 50% of the retention amount, EMD and Security Deposit will be released, after one year from the completion of work, to the contractor on receipt of indemnity bond for a further period of four years, provided always that the issue by the Project Officer of any certificate during the progress of the works or their completion shall not relieve the contractor from his liability under Clause 2 and 25 nor relieve the contractor of his liability or case of all defects and insufficiencies in the works or materials which a reasonable examination would have disclosed. New certificate of the Project Officer shall be the conclusive evidence that any works or materials to which it relates are in accordance with the contract. The Employer shall have full power on the advice of the Project Officer withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction. The Project Officer may by any certificate make any correction in any previous certificate, which shall have been issued by him.

Payments upon the Project Officer's certificates shall be made within 15 days named in the Appendix as period for honouring of Certificates' on such certificates have been delivered to the Employer.

35. FORFEITURE OF PERFORMANCE SECURITY:

The performance security is liable to the forfeited in case, where the contractor fails to carry out the work in accordance with the specifications, terms and conditions of the Contract, leading to termination of the contract.

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

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37. SETTLEMENT OF DISPUTES:

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

38. The contractor shall be responsible for the safe custody and storage of the materials under dry condition at the place of the work spot approved by the Officer.

39. No royalty shall be charged, where due for materials quarried from the Public Works Department or District Board or other Government quarries. No plot rent will be charged for materials stacked on the SIPCOT land during the course of construction provided all such materials are removed within a month after the work is completed.

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

41. The contractor shall form his own approach road in the works site for which no extra will be due to him. On completion of work, the contractor shall not be permitted to remove the materials laid for formation of road. If the contractor is allowed to use the existing roads, he shall maintain them in good condition at his own cost throughout the period of the contract.

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

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

44. If night work is required to fulfill the agreed rate of progress, all arrangements shall made by the contractors inclusive of lighting without any claim for extra.

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45. The contractor shall not employ the labour below the age 14 years and shall also note that he must offer employment to ex-servicemen, ex-toddy tapers and unemployed agricultural labourers as far as possible.

46. Any of the items in the schedule may be omitted or radically altered no variation in a rate shall become payable to contractors on account of such omissions or variation in quantities.

47. Reference to TNBP in the schedule of quantities at the reprint 1952 and Addenda and Corrigenda issued thereafter.

48. The formation of roads will be deemed to be completed only if all the items of works including finishing items contemplated herein are executed.

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

50. The contractor shall at his own expenses provide arrangements for the provision of footwear for any labour doing cement mixing work and all other similar type of work involving the use of tar, mortar, etc. to the satisfaction of employer's / Officer and on his failure to do so the SIPCOT shall be entitled to provide the same and recover the cost from the contractor.

51. When there are complaints of non-payment or wages to the labour, bills of the contractor may be withheld pending a clearance certificate from the labour Department.

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

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

a. FIRST AID:

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

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b. DRINKING WATER:

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

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

c. WASHING AND BATHING PLACES:

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

d. LATRINE AND URINALS:

There shall be provided within the premises of every work place and accommodation for labourers latrines and urinals in an accessible place separately for each of them. The number of seats to be provided shall not be less than the following in any particular case.

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

If women are employed, separate latrine and urinals screened from those for men shall be provided on the same scale. Except in work places provided with water flushed latrine connected with a water borne sewerage system, all latrines shall be provided with receptacle dry earth system which will be cleared atleast four times daily and atleast twice during working hours and kept in a strictly sanitized conditions.

The latrine and urinals shall be tarred inside and outside atleast once a year. The excreta from the latrines shall be disposed off at the contractor's expenses in outside pits approved by the local Public Health

Authority. The contractor shall also employ adequate number of scavengers, conservancy staff to keep the latrine and urinals in a clear condition.

e. SHELTER DURING REST:

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

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f. CRECHES:

At every work place at which 25 or more women are working there 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 infant's, games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following:

- i. Thatched roofs
- ii. Mud floors and walls
- iii. Planks spread over the mud floor and covered with matting.

The size of the crèches should vary according to the number of women workers. The crèches should be properly maintained and necessary equipment like toys, etc. should be provided and huts shall be provided with suitable and sufficient sweepers to keep the place clean. There shall be two Ayas in attendance.

Sanitary facilities shall be provided to the satisfaction of the Health Officer of the area concerned. The number of huts shall be constructed to children their attendants and attendants of the children.

g. CANTEEN:

A cooked food canteen on a moderate scale shall be provided for the benefit of the workers, if it is considered expedient.

h. SHEDS FOR WORKSMEN:

The contractor should provide at his own expense, shed for housing the workmen. The sheds be on a standard not less than the clean shelter type to live in which the workers pertaining to the locality are accustomed to. A floor area of about 6' x 5' for 2 persons shall be provided. The sheds are to be in a row with 5' clear space between sheds and 80' clear space between row if conditions permit. The work people's camp shall be laid out in units of 400 persons each. Each unit to have clear space of 48' around.

53. GENERAL RULES TO SAFETY EQUIPMENT AND FIRST AID:**ARTICLE – 10**

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

ARTICLE – 11

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

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ARTICLE – 12

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

ARTICLE – 13

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

54. SPECIAL CONDITION FOR GST:

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

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

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

GST will be charged on the amount collected from the tenderer on account of rent, electricity, water charges etc., if availed by them.

55. RECOVERY/UNDER REVENUE RECOVERY ACT:

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

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56.CONTRIBUTION TO WORKERS WELFARE FUND:

Towards contribution of fund for the benefit of manual workers employed in the construction works an amount equivalent to 1.00% of estimate amount will be paid by the Employer direct to the Labour Welfare Board as per G.O.MS.NO.295 / Labour and employment(I2) Dept.dt.17.12.2013.

57. RECOVERY OF MONEY FROM CONTRACTOR IN CERTAIN CASES:

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

58. RECOVERY/UNDER REVENUE RECOVERY ACT :

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

59. CONTRIBUTION TO WORKERS WELFARE FUND:

Towards contribution of fund for the benefit of manual workers employed in the construction works an amount equivalent to 1.00% of estimate amount will be paid by the Employer direct to the Labour Welfare Board as per G.O. Ms. No. 283 / MA & WS Dept / Dated: 11.11.2010 & G.O. Ms. No. 295/ Labour and Employment(I2) Dept/ Dated:17.12.2013.

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

61. The Govt. of India has notified vide notification No:20/2017-Central Tax (Rate) dated:22nd August 2017 and Notification:21 No.24/20017-Central Tax (Rate) dated 21st September 2017, 40 CONTRACTOR the concessional rate of the Goods and Services Tax(GST)at 12% (CGST6%+SGST6%) is liveable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Service Tax(GST) rate applicable on purchase of goods used in the execution of Government contract.

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62. Bonus to the contractors in advance:

Bonus as incentive for advance completion of works to the contractors and any work completed in advance by not less than 10% of agreement period can be considered and Bonus of 1% on the value of actual quantum of works executed at tendered rate may be paid, by adopting G.O(MS.). No.60 Public works (G2) Department, dt.14.03.2008 and the procedure laid down in PWD/Buildings Organisation memorandum No. H.D.O(A)/24179/2002-1, dt.22.04.2002”.

63. Procurement of cement:

Arasu Cement from TANCEM or its equivalent brand should be used in the construction works.

64. (i)Appropriate charges will be received for any materials supplied by SIPCOT to the contractor for the execution of work (ii) Necessary charges will be recovered from the contractor for the usage of water, electricity and rent, if availed by the contractor from SIPCOT. (iii) Necessary GST will be charged extra on the above.

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APPENDIX HEREIN BEFORE REFERRED TO CLAUSE NUMBERS

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| 1. Defect Liability Period | Five Years |
| 2. Date of commencement of the Work | The date of commencement of the work will reckon from the date of handing over of site. |
| 3. Period of completion | Four Months |
| 4. Agreed liquidated damages | Rs.7000 /- per day (Rupees Seven thousand Only) |
| 5. Minimum value of work for interim certificate | Rs.5,00,000/- (Rupees Five lakhs only) |
| 6. Earnest Money Amount | Rs. 1,09,100/- |
| 7. Security Deposit | 2% of Contract value less EMD/- |
| 8. Retention Amount | 5% of the Contract value |
| 9. Release of security deposit & performance security deposit (if any) | <p>a. 50% of the total withheld amount shall be refunded after completion of work, along with final bill.</p> <p>b. Remaining 50% of the total amount along with the Earnest money deposit, security deposit and additional performance security deposit shall be refunded after one year from the date of completion of work and on production of Indemnity bond for the balance defect liability period of four years.</p> |
| 10. Period of honouring certificate | Two weeks from the date of receipt of the certified copy of bill from the Project Officer. |

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