

TAMILNADU URBAN HABITAT DEVELOPMENT BOARD TENDER NOTICE

Number of Pages in the tender Schedule 31 (Thirty One only)

Number of Items in the tender Schedule 2 (Two only)

Tenders will be received by the Superintending Engineer, South Circle at his office up to 3.00 p.m. on 12.07.2022 for the work of "Providing External Sanitary arrangements at Rajakkur Ph-III in Madurai District under HFA-AHP."

The tender should be in the prescribed form obtainable from the Superintending Engineer's / Executive Engineer's Office. The tenders will be opened by the Superintending Engineer, Madurai Circle at the place and on the date aforementioned. The tenderers or their agents are expected to be present at the time of opening 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 tenderers concerned and initial all such corrections in the presence of the tenderer. If any of the tenderers or their agents find it inconvenient to be present at the time, then, in such a case, the tender receiving officer, will on opening the tender of the absentee tenderer make out a statement of the unattested corrections and communicated to him. The absentee tenderer shall then accept the statement of corrections without any question whatsoever.

2. Tenders must be submitted in sealed covers and should be addressed to the Superintending Engineer / Executive Engineer, Tamil Nadu Urban Habitat Development Board, the name of the tenderer and the name of the work being noted on the cover.

If the tender is made by an individual it shall be signed with his full name and his address shall be given. If it is made by a member of the 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 his tender, satisfactory evidence of his authorization. Such tendering corporation, may be required, before the contract is executed, to furnish evidence of its corporative existence.

3. Each tenderer must also send a certificate of income-tax authority in the form prescribed thereof. This certificate will be valid for one year from the date of issue for all tenders during the period.

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

If the tenderer is a registered S.C.B. Contractor and if a certificate for the current year had already been produced by him during the calender year in which the tender is made it will be sufficient if particulars regarding the previous occasion which the said certificate was produced are given.

Tenders received without a certificate as aforementioned will be summarily rejected.

4. Each tenderer must pay, as earnest money, a sum of Rupees.31,500/- (Rupees Thirty one thousand and Five hundred only) into as per CSII within the jurisdiction of the Executive Engineer concerned to the credit of Tamilnadu Urban Habitat Development Board under deposit and advance account on behalf of The Executive Engineer, TNUHDB, Madurai Division, Madurai and enclose with his tender and challan enclosed accordingly. 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 by suitable endorsement on the challan. The earnest money will not be received in cash or currency notes.

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.

Alternatively the E.M.D. to the required value will be accepted in any one of these forms.

- 1. Crossed demand draft from any Nationalised (or) Scheduled Bank into the Account of the Executive Engineer, Tamilnadu Urban Habitat Development Board concerned.
 - 2. Deposit receipt of Schedule Banks:
 - 3. State Government Securities, Madras State Electricity Board Loan Bonds, National Defence Certificates, at 5% below market value or face value whichever is less will also be accepted.
- When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the Superintending Engineer's / Executive Engineer's office before the end of the period specified by written intimation to him. If the tenderer fails to attend the Division / Circle Office before the end of the period specified, his tender will not be considered. He shall forthwith upon intimation being given to him by the Superintending Engineer / Executive Engineer of acceptance of his tender make a security deposit (which will be informed later) and sign an agreement in the proper departmental form for the due This security deposit together with the earnest money and the amount fulfillment of the contract. withheld according to clause 68 of the Standard Preliminary Specification of the Tamilnadu Detailed Standard Specifications shall be retained as security for the due fulfillment of his contract. If a cash security deposit is made by the contractor he shall follow the procedure laid down on the proceeding paragraph for payment of earnest money and such deposit will not bear interest. Failure to enter into the required agreement or to make the security deposit as defined in this paragraph shall entail forfeiture of The written agreement to be entered into between the contractor and the Slum the earnest money. Clearance Board 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 Tamilnadu Urban Habitat Development Board.
- 5. The tenderer shall examine closely the Tamil Nadu Detailed Standard Specifications and also the standard preliminary specifications contained therein and sign the Divisional officer copy of the Tamil Nadu Detailed Standard Specifications and its addenda volume in token of such study before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawings and additional specifications, and all documents which form part of the agreement to be entered into by the accepted tenderer. The Tamil Nadu Detailed Standard Specifications and other documents connected with the contract such as specifications, plans descriptive specifications sheet regarding materials etc., can be seen at any time during working hours on office days in the office of the Superintending Engineer, South Circle, 169. K.K.Nagar, Madurai 625 020. A copy of the set of contract documents can also be had on payment of **Rs.17,700**/-for each set, which will not be refunded on any account.

- 6. The tenderer's attention is directed to the requirements for materials under the clause "Materials and Workmanship" in the "Preliminary Specification" 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 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, 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 or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specification samples of materials as called for in Standard Specification, or in this tender notice, as required by the Executive Engineer in any case shall be submitted for the Executive Engineer's approval before the supply at site of work begun. If the contractor, after examination of the source of materials defined in the Descriptive Specification sheet, is of opinion the materials complying with the standard or other specification of the contract cannot be obtained in quality or sufficient from the source defined in the Descriptive Specification sheet, he shall so state clearly in this tender and state when from he intends to obtain materials subject to the approval of the Superintending Engineer / Executive Engineer.

Name of work

To be struck out if such copies are not to be issued for sale

The Tamilnadu Urban Habitat Development Board will not, however, after acceptance of a contract rate pay any extra charges for lead of for any, other reason, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard "Preliminary Specification" regarding payment of seigniorage toll etc.,

- 8. The tenderer's particular attention is drawn to the sections and clauses in the standard "Preliminary Specification" dealing with.
 - (1) Test inspection and rejection of defective materials and work.
 - (2) Carriage.
 - (3) Construction plant.
 - (4) Water and Lighting.
 - (5) Cleaning up during progress and for delivery.
 - (6) Accident.
 - (7) Delays.
 - (8) Particulars of payment.

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

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(9) A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Executive Engineers does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Executive Engineer.

Division or as set forth in the conditions of contract, the tenderer will however, have his lumpsum tender on this schedule of quantities. He should quote specific rates for each item in the schedule, and the rates

- 10. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or due item will be rejected. Rates or lump-sum amounts for items not called for shall not be included in the tender. No alteration which made by the tenderer in the contract from 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 void.
- 11. The tenderer should work out his own rates without reference being made to the Public Works Department current schedule of rates or to the Tamilnadu Urban Habitat Development Board estimate rates which are not open for inspection by tenderers.
- 12. The price at which and the source from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderers must accept the materials at these prices, and shall quote their price for finished work accordingly.
- 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 of proportionate value of work done from time to time, as 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.

Period after date of commencement	Percentage of work completed (Based on contract lump-sum amount)	Period after date of commencement (3)	Percentage of work completed (Based on contract lump-sum amount)
(1)	(2)		(4)
1st Month	20%		
2 nd Month	30%		
3 rd Month	30%		
4 th Month	20%		

- 14. No part of the contract shall be sublet without written permission of the Executive Engineer nor shall transfer be made by the power of attorney authorising 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 tenders must be received in order, and according to instructions.
- 16. The Superintending Engineer / Executive Engineer reserves the right to reject any tender or all the tenders without assigning any reason there for.
- 17. The tenderers, who are themselves not professionally qualified or whether they undertake to employ technical men at their cost to look after the work, should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the departmental specified in the schedule below for the work. In case the selected tenderer is professionally qualified / or has undertaken to employ technical staff under him, he should see that one of the technically qualified staff is always at the site of the work during working hours personally checking all items of works and paying extra attention to such works as may demand special attention, e.g., reinforced concrete works etc.,
- 18. A tenderer submitting a quotation which the tender accepting authority considers excessive and / or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price for materials, if any, fixed by Government or the reasonable price permissible for the tenderer to charge a private purchaser under the provision of clause 8 of the Heading and Profiteering Prevention Ordinance, 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
- 19. The contractor should offer employment to toddy tappers to whom he can offer employment should be mentioned in the tender and he should undertake in the agreement to offer such employment to such number.
- 20. The fact of submitting the tender implies that the tenderers have actually inspected the site of works, and have examined before tendering the nature and extent of various kinds of soil at various depths and have based their tenders on such examination by them and no future representation in this regard will be considered.
- 21. A statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classifications should accompany the tender.
 - (a) Equipment (Transport) for materials, viz., lorries and carts concrete mixers)
 - (b) Organisation: (i) Technical and (ii) Unskilled.
 - (c) Resources in materials like teakwood etc., and extent to which departmental help is required for procurement of material 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 exserviceman number to be specified in the tender will receive preferential consideration. The tenderers are requested to report on this their COVERING LETTER.
- 23. Those who are not registered contractors should invariably attach income-tax clearance certificates with their tenders and registered contractors who had not already produced these certificates in the current year also should do so.

- 24. The Superintending Engineer / Executive Engineer reserved himself the right of allotting the different sub-works to the different contractors or to one and the same contractors as may decide after the receipt of tenders.
- 25. In the event of the work being transferred to any other Division the Executive Engineer who is in-charge of the Division having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Board.
 - C. S. I. As may be specified by the Superintending Engineer / Executive Engineer.
 - II. To be remitted in the form of Demand Draft drawn in favour of the Executive Engineer, Madurai Division.

TENDER

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Date	٠
Daic	

The Superintending Engineer / Executive Engineer Circle / Division

Sir,

I / We do hereby tender and, if this tender be accepted undertake to execute the following works viz., as

shown in the drawing and described in the specification deposited in the office of the Superintending Engineer / Executive Engineer

of

Circle / Division

with such various by way of alteration of addition to and omission from the said works and method of payment as and when provided for in the conditions of contract for the sum of Rupees

or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "Payment on lump-sum basis or by final measurement unit prices."

 $\rm I$ / We have also completed the priced list of items in schedule "A" annexed (in words and figures) for which $\rm I$ / We agree to execute the work when the lump-sum payment under the terms of the agreement is valid by payment on measured quantities.

I / We have hereby distinctly and expressly declare and acknowledge that, before the submission of my / our tender I / We have carefully followed the instructions in the tender notice and have read the Tamil Nadu Detailed Standard Specifications 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 to thoroughly understand the intention of some of the requirements, convenants, agreements, stipulations and restrictions contained with 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 convenants, agreements, stipulations restrictions and conditions.

Ι/	Webe	ing a	a registered	S.	C.	В.	/
P. W. D.							

contractor enclose an income-tax verification certificate in respect of (here particulars of the previous have already produced an income-tax verification

on which the certificate was produced should be given) I / We enclose herewith a chalan for the payment of sum

of	Rupees				
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If / my our tender is not accepted this shall be returned to me/us on my/our application when intimations is sent to me/us of rejection or at the expiration of three months 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 a security for the fulfilment of the contract. If upon written intimation me/us by the Superintending Engineer / Executive Engineer Officer 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 Superintending Engineer / Executive Engineer of acceptance of my/our tender I/We fail to make the additional security deposit or to enter into the required agreements defined in clause

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4 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 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 would be delivered at the address to which it is sent.

I / We fully understand that the written agreement to be entered into between me/us and the Board shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contracts on behalf of Board.

enter into con	enter into contracts on behalf of Board.				
I	am / We are professionally qualifie	d and my/our qualifications are given below:			
	Name	Qualifications			
them is alwa		cal staff for supervision the work and will see that one of ersonally checking all items of works and paying extra on (e.g.) reinforce concrete work.			
Name of	members of technical staff	Qualifications			
propo	osed to be employed				
NOTE :(a) Rs.10,000.	The last two clause should be s	cored out if the cost of the work involved is less than			
		t the last clause or the penultimate accordingly as they are alified or undertake to employ technical staff under them.			
Data of D	lua annaa	CONTRACTOR			
Rate of P					
(Fill in from	Tender Notice)				
		CONTRACTOR			
Extra from	n schedule of quantities				
(Fill in only	the table from Tender Notice.				

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No of corrections

SPECIAL CONDITIONS

- 1. The tenderer should quote his specific rates for each item both in words and in figures and furnish the total of each item and components of every work and the grand total of the whole contract, otherwise the tender will be rejected.
- 2. The National savings certificate produce towards Earnest Money Deposit along with the tender will be accepted only when it is pledged in favour of the Executive Engineer, Tamil Nadu Urban Habitat Development Board concerned.
- 3. In the case of Fixed Deposit Receipts drawn towards EMD / ASD., the same should be discharged in the name of Executive Engineer, Division concerned duly affixing the signature of the contractor, one on the revenue stamp and another below the revenue stamp.
- 4. In the case of Indira Vikas Patra towards EMD/ASD., the name of the contractor along with permanent address should be indicated on the back side of Indira Vikas Patra. Also a letter must be furnished by the contractor stating that he is submitting the Indira Vikas Patra indicating the registration No. of IVP as EMD/ASD., to the officer accepting the tender.
- 5. An attendance register must be maintained at site. The site representative shall sign in the register in token of his presence proportionate penalty will be levied for the days of absence calculating from the penalty for a month.
- 6. As per the G.O.(Ms.) No.555, dt.17.11.1999 of PWD (G2) Department, "On evaluation of tender, it is found that if the overall quoted amount of the tender is less than 5% to 15% of the departmental value put to tender, the contractor shall pay an additional security deposit at 2% of the estimated value put to tender in addition to normal ASD. If the tender discounts exceed 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimated amount in addition to the normal ASD. 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 with forfeiture of EMD furnished".

GENERAL CONDITION FOR THE TENDER

- 1. If any corrections or alternations in the specification are made in the Tender Schedule by the tenderer, such tender will be summarily rejected.
- 2. The successful tenderer should not assign or sublet any portion of the contract.
- 3. The contractor shall himself arrange for the necessary installation and supply of electricity power etc., and the water for the work. The department will not incur any expenditure on this account. The charges towards temporary connections for temporary supply of electricity and water shall also be borne by them.
- 4. Tenderer should thoroughly acquaint themselves with the tender notice drawings, specifications articles of agreement and conditions of contract each tender should contain not only rates but also the value of each item of work entered in a separate column. All the items being totaled in order to show the aggregate value of each tender. The rates quoted by the tenderer is expressed both in words and figures.

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5. SPECIFICATION

'Specifications means the standard specifications of, TNPWD, highways Department and any particular specifications set out for this particular contract. In the absence of any specification issued by the Department, the specifications issued by the Bureau of Indian Standards or sound engineering practices will apply.

6. WORKS COMPRISED IN THE CONTRACT

This contract comprises the execution and completion of the work described or mentioned in these specifications and in the schedules here to, annexed and shown up on the drawings herein referred to, and all extra works, which may be ordered under the powers herein contained. The drawings, specifications, schedules etc., are to be considered as explanatory of each other and no advantage shall be taken of any omission in any of these documents

7. DISCREPANCIES

Should any discrepancy appear in any of the documents and drawings included in the contract, or between different parts of the same documents or any ambiguity or insufficiency of information, the contractor shall point out the same to the SUPERINTENDING ENGINEER Engineer-in-charge in writing and receive his instruction, explanation or decision in the matter, before quoting the tender.

8. OMISSIONS

In the event of anything reasonably necessary or proper to the due and complete performance of the work (of which the Engineer shall be the sole judge) being omitted to be shown or described in the drawings, specification and schedules, the contractor shall execute and provide at the rates quoted in the Bill of Quantities all such omitted works and things as if they had been severally shown and described and according to the directions of the Engineer and to his satisfaction.

- 9. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years
- 10. Bids from Joint ventures are not acceptable'
- 11. To qualify for a package of contracts made up of this contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 12.. Each bidder shall submit only one bid for one contract
- 13. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense

- 14. A prospective bidder requiring any clarification of the bidding documents may notify the Superintending Engineer in writing. The Superintending Engineer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids.
- 15. All duties, taxes, and other levies 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.
- 16. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- 17. Bid evaluation will be based on the bid prices / negotiated price.
- 18. Any Bid received by the Superintending Engineer after the deadline prescribed in Clause 20 will be returned unopened to the bidder
- 19. Modification and Withdrawal of Bids are not accepted.
- 20. Negotiation is permitted.
- 21. The Superintending Engineer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Superintending Engineer shall not be taken into account in Bid evaluation.
- 22. Superintending Engineer's Right to Accept any Bid and to Reject any or all Bids
- 23. Mobilisation / Secured advance will not be entertained
- 24. Selection for qualification will be made by a Tender evaluation committee on the basis of competence of individual bidders
- 25. The Superintending Engineer, Tamil Nadu Urban Habitat Development Board, Madurai reserves the right to accept or reject any Bid or to reduce the scope, cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever and The Superintending Engineer, Tamil Nadu Urban Habitat Development Board, South Circle on qualifying contractors will be final and binding on all the contractors.

- 26. It shall be the responsibilities of the successful contractor to undertake their own studies on soil testing and structural design before actual commencement of works. These studies should be duly certified by reputed institution like IIT/Anna University. Any lapse in the future, due to failure on account of soil testing and or (structural design) shall be total responsibility of the contractor in terms of monitory value (or) otherwise.
- 27. The contractor should take the responsibility to justify the suitable structural designs and any damages to physical properties due to structural failure or soil failure before handing over to the Superintending Engineer and it should be borne by the contractor.
- Any change in the existing levy/charges announced by the Government / Authorized body from time to time will be recovered from the payment to the Contractor without any prior information (B.R.No.5.06/461, Date:03.06.2014 and CEs circular No.4/14/SCB/T.Cell/D1/10182/08, Dt:12.06.14)
- 29. **GST** will be applicable for this work as per Government norms.

GENERAL CONDITIONS

- 1. The superintending engineer, TNUHDB, SOUTH CIRCLE, MADURAI-20. (herein after called superintending engineer) reserves to himself the right of rejecting all or any of the tenders without assigning any reasons whatsoever for so doing or of accepting a tender in parts.
- 2. Any tender not received in proper order as per department schedule and according to instructions, given in the notice and in due time is liable to be rejected.
- 3. All the materials used and the work done must be of the best quality and upto the departmental specifications and should be got approved by the executive engineer, in charge of the work.
- 4. The tenderer is requested to state clearly whether he has the machinery and staff ready to commence the work immediately upon acceptance of his tender. the whole work consisting of pile foundation pile caps and grade beams should be completed within a month from the date of handing over of site and according to schedule attached.
- 5. The contractor will be permitted to do work at nights, subject to the availability of department staff for supervision but no extra rate will be allowed on account of over-time wages cost of lighting or on any other account.
- 6. The successful tenderer should not assign or sublet any portion of the contract without the written permission of the Executive Engineer.

SPECIAL CONDITION

The successful tenderer must furnish the Design Mix proportion to be adopted in the Ready Mix Concrete works as per the agreement specification, obtained from Anna University, Chennai / IIT, Madras / P.W.D for using in this work within 45 days from the Date of acceptance of Agreement in consultation with the Executive Engineer concerned. The site will be handed over to the successful tenderer immediately after obtaining the Design Mix proportion or 45 days from the date of signing of the Agreement, which ever event occurs earlier and the period of contract will be reckoned from the date of handing over of the site. In the event of failure to submit the Design Mix within the stipulated period of 45 days, it can be submitted after the handing over of the site on the 45th day. However, the connected concrete works should be commenced only after the submission of the Design mix to the satisfaction of the S.E/E.E.. Obtaining of Design Mix in time as stated above, is the sole responsibility of the successful tenderer and TNUHDB will not be held liable in whatsoever manner it may be. No price escalation will be allowed on account of this provision which is mainly intended to provide a reasonable work plan for the completion of works. The Superintending Engineer reserves the right to cancel the agreement or to withdraw this time concession at his/her site discretion and if necessary at the risk and cost of the contractor if there is a delay or wilful misuse of the provision by the successful tenderer in this regard. This condition is applicable only when Design Mix parameters are involved in the contracts. Otherwise this condition will not be applicable.

Special Condition Regarding Employment of Labour

Employer Means Superintending Engineer, South Circle / Executive Engineer or any other authorized persons and Contractor means successful Tenderer or the Agency with whom agreement is signed.

LABOUR:

- 1. The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 2. The contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the site and such other information as the Employer may require.

3. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the state or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the central Government or the local authority. The contractor shall keep the Employer indemnified incase any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for

Contractor

No of corrections

non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of contractor, the Employer shall have the right to deduct any money due to the contractor including his amount of security deposits in any form. The Employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

he employees of the contractor in no case shall be treated as the employees of the Employer at any point of time.

4. Contractor's Risks:

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the contractor.

5. In addition to the conditions stated in TNDSS clause 42, the contractor shall register the names of all labours engaged by him / her for this work with the appropriate Agencies as notified from time to time as per the rules and laws in force. He shall take all preventive measures in the Execution of works to safe guard the lives of the labours engaged. The contractor will be soley held responsible for any act of negligence in protecting the lives of the labours engaged.

6. Insurance

The Contractor shall provide, insurance cover from the start date in complete shape to the Employer concerned.

A: Till the handing of the Project for,

- a. Loss of or damage to the Works, plant and Materials.
- b. Loss of or damage to Equipment.
- c. Loss of or damage of property (except the works, Plant, Materials and Equipment) in connection with the contract; and.

B.Till the completion of works

- a. personal injury or death of the labour and staff engaged by the contractor.
- 7. Policies and certificates for insurance shall be delivered by the contractor to the Employer for the Employer"s approval before the 1st payment from TNUHDB. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 8. If the contractor does not provide any of the polices and certificates required, the Employer may effect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 9. Alternations to the terms of an insurance shall not be made without the approval of the Employer.

CONDITIONS REGARDING THE SCALE AND QUALIFICATION FOR THE EMPLOYMENT OF TECHNICAL STAFF AND THE RATES OF PENALTY FOR FAILURE ON THE PART OF THE CONTRACTORS TO EMPLOY THE TECHNICAL STAFF

SCHEDULE

Sl.	Value of	Qualification and No. of Technical	Penalty for the failure to
No.	contract	Assistants to be employed	employ the technical
1.	Rs.1 lakh to	One Diploma Holder in Civil Engineering or	Rs.2,000/-
	Rs.5 lakhs	not less than one retired Junior Engineer	Per month
2.	Rs.5 lakhs to	One B.E. (Civil) or equivalent degree holder	Rs.5,000/-
	Rs.10 lakhs	or not less than one retired sub-divisional	Per month
		officer (Assistant Executive Engineer) or	
		one diploma holder with three years	
		experience	
3.	Rs.10 lakhs to	One B.E. (Civil) or equivalent degree holder	Rs.7,000/-
	Rs.25 lakhs	with three years experience in Civil	Per month
		Engineering works or not less than one	
		retired sub-divisional Officer plus one	
		diploma holder in Civil Engineering with three and five years experience respectively.	
4.	Rs.25 lakhs	One B.E. (Civil) or equivalent degree holder	Rs.9,000/-
7.	to	with three years experience or not less than	Per month
	Rs.50 lakhs	one retired sub-divisional officer or (Retired	1 Ci montii
	10.50 lakiis	Assistant Executive Engineer) plus two	
		diploma holders in Civil Engineering or two	
		retired Junior Engineers.	
		Alternative:	
		One B.E. (Civil) or equivalent degree holder	
		with three years experience or not less than	Rs.10,000/-
		one retired sub-divisional officer and one	Per month
		more BE. (Civil or equivalent degree holder.	
5.	Above	Three B.E. (Civil) or equivalent degree	Rs.15,000/-
	Rs.50 lakhs	holder with three years experience or not	Per month
		less than one retired sub-divisional officer	
		and two more B.E. (Civil) or equivalent	
		degree holder.	

Note: Revised tariff for levy of penalty for non employment of Technical Assistant (As per G.O.Ms. No.181 P.W.(G2) Department, Dt:16.05.03)

BR No.28, dated:05.12.2003

(i) For Diploma holder Rs.2,000/- per month / each (ii) For Degree holder Rs.5,000/- per month / each

Contractor

No of corrections

SPECIAL CONDITION

1. <u>Defection Liability period:</u> The defects liability period begins upon actual completion of the works in all aspects. The defects period is fixed for 5 years as per the G.O. During this period any defects that arises have to be rectified by the Contractor at no extra cost within a reasonable time.

2.

Shrinkage Period: The shrinkage period is the period during which the effects of all seasonal variations are checked on the completed works. The G.O.Ms.No.283, Public Works (G2) Department, dated: 21.05.1999 has fixed the period as 1 year. During this shrinkage period the deposits are retained and will be returned at the end of the period as per the above G.O. An Indemnity bond will be executed by the Contractor for a further period of 4 years in an approved format which makes up the defects liability period.

The Board resolved to reduce the shrinkage period to 1 year from 2 years and an indemnity bond shall be obtained for a period of 4 years as per G.O.Ms.No.283, Public Works (G2) Department, Dated:21.05.1999.

- 3. After retaining as stipulated and stated above, the balance amount such as E.M.D. may be returned only after the expiry of six months from the date of completion.
- 4. To accept irrevocable Bank Guarantee in lieu of With held Amount recovered from the bills. The Bank Guarantee should bear the time upto the shrinkage period.
- 5. The Agreement Conditions will govern all other financial requirements in respect of works. Vide Board Resolution No.3.08/481, Dated:31.08.2017.

ARBIRATION CLAUSE

The arbitration for fulfilling the duties set forth in the arbitration clause of the standard preliminary specification shall be

Claims upto Rs.10,000/- Superintending Engineer,

South Circle of TNUHDB

Claims upto Rs.50,000/- Chief Engineer, TNUHDB

Claims above Rs.50,000/- Court of Law under jurisdiction of Madurai City

SPECIAL CONDITION FOR GST

- 1. The details of supply of Goods & Services are subject to GST rules applicable with effect from 1.7.2017.
- 2. All the tenderers are requested to submit the GSTIN registration number at the time of tenders or at the time of submitting their invoice / Bill claim, without which the payment will not be paid to the contractor.
- 3. All the tenders while quoting the rates should clearly indicate the basic rates and applicable GST separately as per GST rules which are in force.
- 4. The GST and all taxes should be borne by the Contractor.

SPECIAL CONDITION FOR CEMENT

- 1. The contractors should make their own arrangements to procure the required quantity of good quality of cement for the works form the approved manufacturers confirming to ISI standard with the prior approval of the Executive Engineer.
- The cement shall be of fresh and good quality confirming to the specification as per IS 8112/1989
 43 grade.
- 3. The cement in each consignment shall be tested by the contractors at their risk and cost for its strength and quality in approved Government laboratories and necessary certificate to be produced before its actual use in the work, with the prior approval of the Executive Engineer.
- 4. The samples for the test should be collected only in the presence of the Executive Engineer or the officers authorized by him.
- The contractors should inform the Executive Engineer in charge of the work about the arrival of cement consignment, each time and maintain minimum stock of cement quantity as specified by him.
- 6. The rejected cement consignment if any should be removed from the site immediately at their risk and cost.
- 7. The quantity of cement required for testing shall be supplied by the contractors at free of cost.
- 8. The contractors are responsible for the storage of cement and make all arrangements for the stock and safety at site of work.
- 9. The contractors should produce the manufacturer's certificate for which the cement supplied by them.
- 10. The contractors shall procure in standard packing of 50kg per bag from the authorized manufactures. The contractors shall make necessary arrangements at their own cost to the satisfaction of Engineer-in-charge for actual weight of random sample from the available stock and shall conform with the specification laid down by the Indian Standards Institution as per IS 8112/1989. Cement shall be got tested for all the tests as directed by the Engineer-in-charge at least one month in advance before the use of cement bags brought and kept at site godown.

- 11. The contractor shall store the cement of 30 days requirement at least in advance to ensure the quality of cement to be brought to site and shall not remove the same without the written permission of Engineer-in-charge.
- 12. The contractor will have to construct sheds for storing cement having capacity not less than the cement required for 30 days use at approved locations. The Engineer-in-charge or the representative shall have free access to such store at all times.
- 13. The contractor shall further at all times satisfy the Engineer-in-charge on demand by production of records and test books or by submission of returns and other proofs as directed that the cement is being used as tested and approved by Engineer-in-charges for the purpose and the contractor shall at all times keep his record upto date to enable the Engineer-in-charge to apply such cheeks as he may desire.
- 14. Cement which has been unduly long in storage with the contractor or alternatively has deteriorated due to inadequate storage and thus become unfit for use on the works will be rejected by the Department and no claim will be entertained. The contractor shall forth with remove from the work area any cement if the Engineer-in-charge may disallow for use in work and replace the cement complying with the relevant Indian Standards.

SPECIAL CONDITION FOR STEEL

- 1. a) The Contractors have to make their own arrangements to procure standard quality of steel from the reputed dealers with prior approval of the Executive Engineer.
- b) The quality of steel should confirm to Indian Standard specification Fe 500 D (Ductile) Grade steel shall be adopted for projects located in Seismic Zone III areas and Fe 500 Grade Steel for Seismic Zone II areas of Tamilnadu.
- c) The steel supplied shall be sound and free from cracks harmful surface flaws, lamination, rough and imperfect edges other defects.
- 2. The contractors with prior approval of the Executive Engineer have to make their own arrangement to test each consignment of steel from the Government testing laboratory at their risk and cost for strength, section weight and diameter and produce the test certificate before its actual use in the works which will be allowed in bills.
- 3. The result should pass the test. Test also inclusive of physical properties such as weight 0.2% proof stress, Tensile strength percentage of elongation and Bend test.
- 4. Tolerance on weight:- The tolerance on weight for bars shall confirm to relevant ISI specifications.
- 5. The contractor should produce the manufacturer's test certificate for each consignment.
- 6. 6mm MS steel is to be supplied only in the form of coils.

FOR CONTRACTOR'S SPECIAL ATTENTION

- 1. Clean fresh water and river sand shall be used in all cases.
- 2. Only clean fresh water shall be used on the work. The Contractor shall make his own arrangement for water and shall meet all charges therefore. The special attention of the contractor is drawn to clause 36 of the Preliminary Specification in the T.N.D.S.S. regarding water and lighting.
- 3. The broken stone for concrete and R.C.C. work should be of granite as passed by the Executive Engineer.
- 4. All Iron work or Steel work of every kind except such as is to be embedded in cement concrete shall immediately on arrival at the site be properly scrapped and wire brushed and give a priming coat of approved red lead paint without claim or extra.
- 5. All fittings and furniture of doors and windows shall be of best quality steel machine made and well happened. The iron hold fasts shall be built up in the walls in cement mortar 1:3 at the time of construction of wall no extra claims shall be due for the same. Wherever hold fasts are to be provided 9" thick walls, these should be fixed with C.C. 1:3:6 using 3/4" size hard broken granite stone jelly proper anchorages and for proper binding. No separate rate for such of concrete filling at hold fasts point will be allowed and this will be measured as masonry along with adjacent masonry.
- 6. The teakwood shall be best Indian teakwood only and shall be subject to inspection and approved by the Executive Engineer before use on the work. Country wood where specified shall be of best Karimarudu and Mongu for scantling and Aiyni for planks.
- 7. Holes and chases for electric wiring, water supply and drainage etc., shall be provided as directed during progress of work without any claim for extra.
- 8. The work shall be carried out with the least hindrance to the adjoining buildings and officers and the contractor will be responsible for any damages, caused to the existing fixtures, electric fitting etc., in the course of execution and the contractors shall make good any such damages without any claim the extra.
- 9. In the case of 'T' beams and 'L' beams, the quantities given in the schedule is the quantity of rib portion only. The top flange portion will be always measured with the general slab portion and paid for at the slab rate only. For all R.C.C. work the rate shall include the treatment of bearing as per plate W. No.2 of 1946 as per M.D.S.S. (Page 52 of 952 edition.)
- 1. Plastering all external corners, edges of beams, edges of doors and windows, openings etc., shall be finished sharp using richer mortar if necessary and also finished truly vertical or horizontal as the case may be the rate of plastering shall include the cost of finishing as above and no separate rate for finishing the corners, edges of beams, etc., will be paid.
- 11. Fixing iron bars to windows: The methods of measurements for this item of work shall be area of the window frames.
- 12. If rates are not separately called for similar items of work in different floors the contractor should note one rate applicable for all the floors indicating in the detailed plans. Any claim for extra rates for such items floor-war will not be entertained under any circumstances.
- 13. The revised preliminary specification of the T.N.D.S.S. are applicable of the contractor as per G.O.2659 P.W.D. dated 23-12-79.

ADDITIONAL SPECIFICATION

- 1. The planks for forms and centering for R.C.C. works shall be of well-seasoned timber approved by the Executive Engineer according to Clause (10) of M.D.S.S. No.30. They must be made smooth and perfectly level at top so as to give smooth and even finish to the R.C. Ceilings. Alternatively the contractor may use steel sheets over wooden form provided the required finish to the under-side of the slabs is obtained. Mango planks shall not be used under any circumstances. Centering and forming shall be provided to the extent and as ordered by the Executive Engineer during the execution.
- 2. All cement concrete for R.C.C. work shall be machine mixed and vibrated.
- 3. All lime mortar shall be ground in a mortar mill as per M.D.S.S.
- 4. M. S. Steel rods should be cut and placed as reinforcements with proper care according to the available rods at site so as to ensure the minimum possible wastage.
- 5. The cut bits shall be to the account of the contractors themselves and the same will not be taken back.
 - 6. The quantity of steel issued in excess of 5% over and above theoretical requirements and not returned to the Department in good condition, penal recovery will be made at double the issue rate, in addition to the normal recovery rate.
- 7. For the quantity of cement issued in excess of the theoretical requirement with an allowance indicated in the circular cited above and not returned to the department in good condition, penal recovery will be made at double the issue rate, in addition to the normal recovery rate.

Value of works

Upto Rs. 2.00 lakhs

Percentage of allowance
5% (Five)

Upto Rs. 2.00 lakhs to Rs. 5.00 lakhs

4% (Four)

Above Rs. 5.00 lakhs

3% (Three)

8. If at any time subsequent to the execution of this agreement, department, materials other than those specified in the agreement are supplied to the contractor for use on the work, they will be charged at the market value prevailing at the time of supply or stock issue rates whichever is higher. The contractor will be informed in writing of this charge and he should intimate in writing the rate which i.e., demand for finishing the work in view of the fact that he is to use department materials. No centage or incidental charges will be borne by the Government in connection with the supply of the materials.

ADDITIONAL CONDITIONS I AND II

- 1. The materials noted in the list enclosed will be supplied departmentally at the work site stores and their cost recovered from the contractors bills at issue rates noted against each.
- 2. The contractor shall be responsible for safe custody and storage of the materials under dry conditions at the place where the works got approved by the Executive Engineer.
- 3. Royalty or charges due for use of private quarries and private land shall be paid by the contractor.

Contractor No of corrections Superintending Engineer

- 4. The contractor shall form his own approach road to the work site for which no extra will be due to him. On completion of the 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.
- 5. The contractor's special attention is invited to clauses 35, 36 of Appendix of the P.S. to T.N.D.S.S. and he is requested to provide at his own expense sheds, latrines and urinals for his workmen.
- 6. If night work is required to fulfill the agreed rates for progress, all arrangements shall be made by the contractor inclusive of lighting without any claim for extra rate.
- 7. The contractor shall not employ the labour below the age of 12 years and shall also note that he must offer employment to ex-serviceman, ex-toddy tappers and unemployed agricultural labourers as far as possible.
- 8. Payment will be made on detailed measurement. Any of the items in the schedule may be omitted for radically altered, no variation in the rate shall become payable to the contractor on account of such omissions or variations in quantity.
- 9. Reference to T.N.D.S.S. No. in the schedule quantities referred to reprint 1952 and addenda and corregenda issued thereafter.
- 10. The contractor shall abide by the contract labour regulation formed by the Tamil Nadu Government.
- 11. The contractor shall at his own expense provide or arrange for provision of foot wear for any labour doing cement mixing work and all other similar types of works involving the use of tar, mortar, etc., to the satisfaction of the Engineering chief and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.
 - 12. When there are complaints of non-payment of wages to the labour, bills of the contractor, may be with held pending a clearance certificate from the labour department.

SPECIFICATIONS FOR SANITARY FITTINGS DRAINAGE AND WATER ARRANGEMENTS

- 1. Water closets, basins, urinals sinks and other sanitary ware shall be of approved make as required in the relevant items. The fixing of these shall be in accordance with the special specifications separately attached.
- 2. The rates shall include all dismantling making holes in walls of slabs and restoring the structures to the original conditions after the completion of the work.
- 3. The work shall be carried out with least hindrance to the adjoining building and the contractor shall be responsible for any damages caused to the existing fixtures, electric fittings etc., in the course of execution and the contractor shall make good any such damages without claim for extra.
- 4. The rate of laying stoneware pipes shall include necessary earthwork excavation for trenches (irrespective of nature of all incidental charges such as shoring strutting and bailing out water

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No of corrections

refilling trenches) after the completion of works and consolidating, removing the surplus earth to places shown within compound and making good the damages to roads and other structures.

5. The rates for laying C.I. Pipes and G.I. Pipes shall include earthwork for trenching and refilling them and fixing with plug, clamps and screws where the pipes are fixed to walls the rates for G.I. Pipes shall also include wrapping them with tarred tape where they are buried in earth tarring

the portions embedded in masonry and painting with white lead paint, two coats for portions above ground level.

- 6. The clamps for G.I. Pipes fittings should not be spaced more than 6 feet apart, the wooden plugs for pipe and bracket fittings should be properly fixed in cement mortar 1.3 in holder make, in masonry with the wide end of wedge plugs inside and no hammered with them and into the walls. The size of plugs should not less than 1" square at this end and 1 1/2" at the other end with depth of not less that 3".
- 7. Painting with two coats of best white paint (or any other colour approved by the Executive Engineer) over a priming coat of red lead to all flushing tanks, brackets clamps used for fixing pipes) and all lead connections. Painting with two coats of anti corrosive paint of approved colour to all C.I. Soils waste and anti syphonage pipes.
- 8. The rates shall include all dismantling making holes in the slabs and restoring the Structure to the original condition after the completion of the work.

SUPPLYING AND FIXING INDIAN TYPE WATER CLOSETS

- 1. The Indian type water closet shall be fixed in position at floor level in a bed of concrete brick jelly in lime mortar the proportion being 32:12 1/2 so as to completely embed the closet trap and foot rest. The existing masonry structures after dismantling the floor, making the holes, etc., shall be restored to its original condition after completion of the work. The flooring around the closet shall be finished off in cement mortar 1:3, 1/2" thick with adequate slope all round for draining into the closets. The foot rest should be fixed at an angle shown in sanitary Engineer's type designs.
- 2. The cast iron flushing tank shall be of three gallons capacity of Indian make of approved brand supported G.I. brackets with necessary G.I. chain and handle for pull float ball valve 1/2" lead and brass connections to the closet including necessary connection to the water main and closet complete and wiped solder joints. The flushing tanks and bracket must be painted with white glazed enamel paint 2 coats over a priming coat of red.
- 1. The fixing of water closets shall include the dismantling of existing floors wherever indicated making holes in masonry walls etc., and restoring structure to original condition after completion of the work. The flushing tank and accessories will be fixed to the walls with necessary clamps and brackets in cement mortar 1:0.

SPECIAL CONDITION

"The tenderer should quote his specific rate for each items both in words and figures and furnish the total of each item and the grand total of the whole contact otherwise the tender will be rejected".

SPECIAL CONDITION

"Wherever the M.S. and R.T.S. rods, supplied to the contractors for use in the work, are found to differ from standard section weight, due to variance in size, sufficient number of samples of rods of each section from each consignment, as and when the rods are received should be tested in a recognised laboratory, well before the commencement of fabrication work after getting the approval of the Superintending Engineer. The actual weight as per test report shall be adopted in the bills".

SCHEDULE "D"

Applicable to all cases of works where a minimum of fifty workers are employed except works relating to roads, channels and canals.

FOR THE PROVISION OF HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

The contractor's special attention is invited to clauses 35, 36, 42 (60) & 48 of the Preliminary Specification of the Madras Detailed Standard Specification and he is requested to provide at his own expense the following amenities to the satisfaction of the Superintending Engineer.

1. FIRST AID:

At the work site there shall be maintained in a readily accessible place, first aid appliances and medicines including as adequate supply of sterilised dressings and sterilised cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of the responsible person who shall be readily 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 of not less than 8 gallens per head per day.
- (b) Where drinking water is obtained from an inter mittence public water supply, each work place shall be provided with storage tank where such drinking water shall be stored.
- (c) Every water supply storage shall be at a distance of not less than 50 ft, from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- (d) A reliable pump shall be fitted 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.

3. WASHING AND BATHING PLACES:

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

4. LATRINES AND URINALS:

There shall be provided within the precincts of every work places, latrines and urinals in an accessible place and the accommodation, separately for each of them shall be on the following scale or on the scale so directed by the Superintending Engineer in any particular case:

		Seats
(i)	Where the No. of persons employed exceed 50	2
(ii)	Where the No. of persons employed exceed 50 but does not exceed 100	3
(iii)	For every additional 100	3

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

Except in work places provided with water flushed latrines connected with a water store sewage system all latrine shall be provided with receptable on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receiptances shall be tarred inside and outside at least once a year.

The excreta from the latrines shall be disposed off at the contractor's expenses to the out way pits approved by the local public health authority. The contractor shall also employ adequate No. of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.

5. SHEDS DURING REST:

At the work site there shall be provided, free of cost two suitable sheds one for male and the other for female, rest for the use of labourers.

- 6. At every work place at which 50 or more women workers are ordinarily employed there shall be provided two huts of suitable for the use of children under age of 5 years belonging to such women. Out hut shall be used for infants games and play and the other as their shed room. The huts shall not be constructed on a lower standard than following.
- (i) Thatched Roofs.
- (ii) Mud floors and walls.
- (iii) Planks spread over the mud floor and covered with matting.

The use of the huts shall be restricted to children, their attendants and mothers of the children.

7. CANTEENS:

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

8. SHED FOR WOMEN:

The contractor should provide at his expense sheds for housing his workmen. The shed shall be on a standard not less than the cheap shelter type to live in which the work people in the locality are accustomed to, floor area of about 6' x 5' for 2 person shall be provided. The sheds are to be in rows

Contractor

No of corrections

with 5ft, clear space between rows if conditions could permit. The work people camp shall be laid out in units of 400 persons each unit to have clear a space of 40 ft, all round.

CONDITION REGARDING CONTRACTOR'S RISK AND INSURANCE

The second para in clause 47 of the Preliminary Specification to T.N.D.S.S. is not operative and stands cancelled.

CLAUSES REGARDING ENGAGEMENT OF APPRENTICES

- 1. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules an orders issued there under from time to time. If the fails to do so, his failure will be a breach of the contract and the competent authority, may at his discretion cancel the contract or invoke any of the penalities for the breach of contract provided in the agreement. The contractor shall also be liable for and pecuniary liability arising or account of any violation by him of the provisions of the Act.
- 2. Contractor shall during the currency of the contract ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training / State apprenticeship Adviser, Tamil Nadu. The contractor shall train them as required under the Apprentice Act 1961, and the rules made these under, and shall be, responsible for all obligations of the employer under the said Act including the liability to make payments to the apprentices as required under the said Act.

Sl. No.	Value of Contract		Category	No. to be appointed
1.	Rs. 1 lakhs and upto	1.	Building Constructor	1
	Rs. 3 lakhs	2.	Brick layer	1
2.	Above Rs. 3 lakhs and	1.	Building Constructor	1
	upto Rs. 10 lakhs	2.	Brick layer	1
		3.	Diploma holder in Civil Engineering	1
3.	Above Rs. 10 lakhs and	1.	Building Constructor	1
	upto Rs. 50 lakhs	2.	Brick layer	1
		3.	B. E. (CIVIL) or equivalent degree holder	1

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

TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD CONDITIONS FOR LIME

1. The lime shall be burnt from shells, lime stone or kanker as specified and shall be carefully free

from earth impurities.

- 2. The process of burning shall be carried out in such kilns and,, with such fuel of the Executive Engineer may approve.
- 3. In all cases, the lime shall be delivered at the site of the mortar mill quite fresh, i.e., within seven days of the date on which it was drawn fresh from the kiln. In case where compliance herewith is not possible due to seasonal closure of kilns, written permission of the Executive Engineer is necessary before stored slacked lime can be used.
- 4. The lime shall be slacked, if so required in the presence of a departmental representative before being put into the mill. All impurities, ashes, or pieces improperly or carelessly burnt shall be screened or picked out before slacking and removed at once from the work.
- 5. The lime shall then be screened through sieve of such size as the Executive Engineer may direct and all stuff that will not pass through the sieve shall be rejected. In the absence of separate orders under this clause a wire screen of 94 meshes to the square inch shall be used, except for plastering second and third coats or for any fine work defined accordingly by specification in which case the lime is to pass through a sieve of 324 meshes to the square inch.
- 6. Lime which has perished or which has been damaged by damp, rain or inter mixture of dirt, or which has become partially air-locked, shall on no account be used on the works but shall be removed at once from the site. Lime which given a residue of more than 10 percent by weight when tested hydrochloric acid shall be rejected.

7. Lime is to be obtained from the source defined in the Descriptive Specification sheet.

- 8. The Lime at work site is to be protected from weather action by being kept in a weather proof shed with in previous floor and sides.
- 9. When time permits, the following test is to be made for stone limes:

The lime to be tested shall be passed through a sieve having 64 meshes per square inch. Briquettes shall be made of 1 lime 2 sand adding sufficient water to the lime till a stiff paste is formed, this stiff paste is to be well pressed down into the mould, which is to rest on a sheet of glass. The upper surface of the mortar in the mould shall be struck off level with a trowel. The mould shall then be laid aside till the briquette attains initial set. After this period, the briquette (still in the mould) shall be placed in wet sand for two days to allow it to get gradually. It shall then be taken out of its mould, placed in water for 25 days taken out and allowed to dry for 24 hours and then finally tested. The briquette, which is to have cross sectional area of one square inch, should take a minimum tensils strain of 20 lb. If less than this the Executive Engineer shall have the right to reject the lime, and the contractor shall then remove the rejected materials at once from the work site.

Note: The two general classes of lime are

(a) Fat limes: and (b) Hydraulic limes. Shell lime comes under class (a) and is largely used for plaster and whitewash limes from kankar and limestone come under class (b) and should always be used for masonry work unless written permission of the Executive Engineer has been given to the use of shell lime.

Contractor

No of corrections

Non hydraulic lime mortar should not be used in well locations. Works which are likely to be exposed to the action of water within a month from date of completion should be constructed with a cement mortar or a surki mortar if the latter is found to be sufficiently hydraulic.

10. Vide instruction in note 2 under 'Materials'. which shall apply.

DESCRIPTIVE SPECIFICATION SHEET

Sl. No.	Materials	Sources from where item is to be obtained	Approximate Lead	
1.	Sand for mortar			
2.	Sand for Filling			
3.	Hard broken stone of differen	t sizes		
4.	Rough Stone and Bond Stone			
5.	Brick, Brick jelly Flyash Brick of size 23cm x 1	1cm x 7cm		
6	Country Bricks of size 83/4x41	/4x2"		
7.	Pressed titles			
8.	Gravel			
9.	Lime			
8.	Gravel			

BRAND NAMES OF THE PAINTS TO BE USED FOR THECONSTRUCTION OF SLUM TENEMENTS

Sl. No. Name of the Paint Company		Brand Name of the Paint class	
1.	British paints		Parrot
2.	Asian paints		Three Mangoes
3.	Goodlass		Glossolite
4.	Jonson and Nicholson		Jensolin
5.	Shalimar		Durolac
6.	I. C. I.		Duwel
7.	Blundel		Kinglac

SCHEDULE 'B'

LIST OF DRAWINGS

Serial	Drawing	Description	Remarks
Number	Number		

SCHEDULE - A

SCHEDULE OF APPOXIMATE QUANTITES TO ACCOMPANY THE TENDER FOR THE WORK OF "Providing External Sanitary arrangements at Rajakkur Ph-III in Madurai District under HFA-AHP."

- (A) The quantities here given are those upon which the lumpsum tender cost of the work is based. But they are subject to alternation, omissions, deductions or additions as provided for in the conditions of this contract and not necessarily shown the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions or omissions according to the conditions of the contract as set forth in the preliminary specifications of the detailed standard specifications and other conditions of the specification of this contract.
- (B) It is to be expressly understood that the measured work is to be taken net (Not withstanding) any custom of practice to the contrary according to the actual quantities where 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 charges for the necessary contingent works connected herewith. The rates quoted are for works in site and complete in every aspects.

Name of work: Providing External Sanitary arrangements at Rajakkur Ph-III in Madurai District under HFA-AHP

Sl.	Otro	Description of work	Rate	Unit	Amount
No.	Qty.	Description of work	(Both in figures and wording)	Omt	Amount
1	2	3	4	5	6
1		Supplying of UPVC -non pressure pipes as per IS 15328/2003[SN8-SDR(S 16.5)] and laying and jointing of UPVC pipes to the proper grade and alignment as indicated in drawing / design and hydraulically testing of the pipe line. The rate shall include cost of all necessary jointing materials testing charges with water conveyed within a lead of 1km, labour etc. complete etc complete in all respect as directed by the departmental officers.			
a	1208.00 RM	160 mm dia UPVC Pipe		1RM (One running metre)	

Contractor No of corrections Superintending Engineer