Madurai Corporation

Tender Document

Madurai Corporation

Section – I

Notice Inviting Tenders

Tender No.	:	**Z1 / Est. No. 27 /22-23**
Name of the Work	:	**Maintenance Work to MC Office Building @ Sambakulam Main Road in Ward No-10**
Tender put value	:	**Rs.1.16 Lakhs**
E.M.D.	:	**Rs.1,200 /-**
Date & Time of Opening	:	**26.07.2022, 3.30P.M.**

For and on behalf of Corporation council sealed tenders are invited in the form prescribed for the work mentioned above and will be received by the Commissioner, Madurai Corporation up to **26.07.2022**, **3.00 P.M** as per office clock time.

1) Bidding document is available http://www.tenders.tn.gov.in and website from **upto 26.07.2022,** 3.00 P.M. **Any Bids received after the deadline for submission of bids will be considered as non response.**

2) Evaluation of tender will be done as per tender transparency act 1998 of government of Tamil Nadu and rules there us.

3) Tenders will be opened by the Corporation Engineer or by an officer authorized by the Commissioner in the absence of Corporation Engineer for this purpose at 3.30 P.M. on the said date in the presence of such of the tenderers or their authorized representatives as may attend.

4) The E.M.D should be in the form of Demand Draft from any nationalized bank or scheduled banks payable at Madurai in favour of Commissioner, Madurai Corporation or by cash remitted at treasury counter, Madurai. The EMD is received after the prescribed date and time will be rejected. The EMD will not bear any interest. Tenders not accompanied by **E**arnest **M**oney **D**eposit will be rejected. The Earnest Money Deposit will be returned to the unsuccessful tenderers within 15 days from the date of disposal of tender. In the case of successful tenderers, the EMD will be retained and converted as security deposit. **The Schedule cost should be Remitted at Treasury Counter Madurai Corporation (Original EMD copy must be submitted to the office, before the prescribed date and time otherwise the submitted bids will considered as non response)**

5) If the tender is made by an individual, it shall be signed by him or his power of attorney in which case a certified copy of the registered power of attorney shall accompany the tender.

6) If the tender is made by proprietary concern, it shall be signed by the proprietor with his usual signature and furnish his full name with the full name of firm and its current address or his power of attorney in which case a certified copy of the registered power of attorney shall accompany the tender.

7) If it is made by the firm in partnership, it shall be signed by all the partners of the firm with their full names and current address, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the registered power of attorney shall accompany the tender. A certified copy of the partnership deed, current address of all partners of the firm shall also accompany the tender.

8) If the tender is made by a limited company it shall be signed by a duly authorized person holding the power of attorney and a certified copy of the registered power of attorney shall accompany the tender. Such limited company may be required to furnish satisfactory evidence of its existence before the contract is awarded.

9) The tenderer shall read carefully the erratum if any, incorporated in the tender documents. At any time prior to the last date and time specified for submission of tender, the Municipal Commissioner may for any reason, whether at his own initiative or in response to a clarification requested by prospective tenderer, modify the tender documents by the issuance of an Addendum.

10) In order to afford prospective tenderers reasonable time to take an Addendum into account in preparing their tenders, the Corporation Commissioner may, at his discretion, extend the last date and time for the submission of tenders.

11) Each tenderer while submitting the tender must send a copy of valid certificate of income tax clearance from the appropriate income tax authority in the form prescribed there for.

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

13) Each tenderer while submitting their tender must also send a copy of certificate of Sales Tax clearance from the commercial tax department in the form prescribed therefore.

14) The tenders received without the certificates as aforementioned are liable to be rejected.

15) The tenderers who are themselves not professionally qualified shall undertake to employ qualified technical personnel at their cost to look after the work. The tenderers shall therefore state in clear terms whether they are professionally qualified or whether they undertake to employ technical staff, with qualifications required by the department (as indicated below) for the work. In case, the successful tenderer is professionally qualified or who has undertaken to employ technical staff, under him he shall see that one of the technically qualified staff is always present at the site of work during working hours personally checking all items of work and paying extra attention to such work which may demand special attention (e.g.,) R.C.C. work etc., The scale of qualification for the employment of technical staff and the rate of penalty for the failure on the part of the contractor to employ the technical staff for the work are as follows:

16) The tenderers shall present satisfactory evidence to the CE/ME that they have been regularly engaged in such works they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by the Tamilnadu Building practice and the other specifications for the particular work tendered for in the event of their tender being accepted. The tenderer shall furnish details of works on hand which are being executed by him in the proforma annexed.

17) No alteration whatever may be made in the text of the tender documents. Any remarks or explanations shall be set out in a covering letter. The form of agreement is furnished so that the tenderers may know what their liabilities and duties are. The tenderer shall sign each and every page of the tender documents issued by the Department and entire documents shall be submitted.

18) The rates quoted in the bill of quantities (Schedule A) shall be firm for finished work in site and no variation in the tendered rates is admissible.

19) It must be clearly understood that the prices quoted in the tender are to include everything required to be done at site of work according to the conditions of contract and specifications and by the drawing therein referred to and also, all such works as are necessary for the proper completion of the contract though special mention thereof may have been omitted in the specification/drawings.

20) The tenderer shall be solely responsible for the payment of all Central or State Government Taxes and levies etc., Rates of works shall remain unaltered by any change that may be made from time to time in the rate at which taxes and levies are payable.

21) The rates shall be written both in figures and words legibly. Corrections if any shall be made by crossing out, initialing dating and rewriting, overwriting if any, shall also be initialed. Where rate is quoted in whole Rupees …… without any decimal fraction, the word "only" shall be inserted after the rate quoted to prevent any manipulation. For example a rate quoted as "Rupees eight hundred" shall read "Rupees eight hundred only" after the insertion.

22) When there is difference in rate quoted by the tenderer in figure and in words, then the rate quoted in words only will be considered. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit prices shall prevail and the total price shall be corrected. The gross total amount of the tender will be finalized accordingly. If the contractor does not accept the correction of the errors, his bid will be rejected.

    a. The tenders shall be valid for acceptance for a period of 60 days from the date of opening of tenders.

    b. The acceptance of the tender by the tender accepting authority shall be deemed to result in and constitute a valid and concluded contract binding on the tenderer not-withstanding the non execution of the contract agreement.

c. **In respect of the successful tenderer, the EMD remitted along with the tender shall be converted as Security Deposit. The EMD remitted in any other approved forms by the successful tenderer converted to security deposit and he will be called upon to pay difference between 2% contract value and EMD remitted by the notified that and before signing the contract agreement.**

d. It is open to the Corporation Council to insist on a higher security deposit upto a maximum of 10% of the contract value, wherever the department feels necessary.

e. The successful tenderer shall enter into an agreement in the prescribed form in non-judicial stamp paper having a face value of not less than Rs. 20/- purchased in his favour at his cost within 15 days after notification of the acceptance of his/their tender. If the successful tenderer fails to execute the agreement within the stipulated time, the work order will be cancelled and EMD forfeited.

f. The tenderer shall examine closely the standard contract terms and conditions of department and the Tamilnadu Building practice and also other specifications and general conditions of contract contained therein before submitting his/their rates which shall be for finished work it site. He/they shall also carefully study the drawings additional specifications and all the documents connected with the contract.

23) Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He shall also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns etc., where from certain materials are to be obtained will be given in the lead statement (Schedule C). In every case the material must comply with the relevant standard specification and only the best class of materials shall be used on the work. No extra charge shall be claimed towards extra lead or for any other reason later on after the acceptance of contract.

24) The tenderer shall quote specific rates for each item in the (Schedule A) bill of quantities. The rates and prices entered in the schedules are to cover all the works and details described in the specifications or shown in the drawings and it is to be distinctly understood that no claim will be entertained which is based on the circumstances that works may be described in the specifications to which apparently no corresponding item is given in the schedules. Tenderer offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form will be rejected, except in case of percentage tender system.

25) It shall be definitely understood that the dept. does not accept any responsibility on the correctness or completeness of the bill of quantities (Schedule A) accompanying this tender notice and that this bill of quantities is liable to alteration by omission deductions or additions at the discretion of the Corporation Engineer or as set forth in the conditions of contract.

26) A tenderer submitting quotation which the tender accepting authority considers very exorbitant and/or unreasonably low indicative of the tenderer not having understood the implications in the contract or is attempting to frustrate the object of the department or to

exploit the board, will render himself liable to be debarred from tendering for such period as the tender accepting authority may decide.

27) No part of the contract shall be sublet without the written permission of the concerned Corporation Commissioner nor shall transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf. In the case of individual of proprietary firm or firm in partnership or limited company the holder of power of attorney may be allowed to receive the materials, to receive cheques and to participate in the opening of tenders, signing of tenders, agreement duly furnishing the certified copy of the registered power of attorney and signing acceptance of measurements in M.Books provided that these powers are delegated in the registered power of attorney.

28) The tenderer shall ensure the rate of progress as stipulated period.

29) If the contractor fails to undertake to commence the work within 30 days after notification of the acceptance of his/their tender, the EMD/Security Deposit will be forfeited and contract is liable to be cancelled or terminated and the Corporation Commissioner concerned may thereupon at such times as he may think fit, arrange through any other person or persons to undertake or perform, provide, execute and do all works, materials or matters and things described in the tender schedule at the risk and cost of contractor.

30) Tenderers shall give in their tender their place of residence and office with full postal address. The delivering at the above named place or postings in a post box regularly maintained by the post office Department, or sending letter by registered post for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor.

31) When the value of work put to tender is more than Rs.25.00lakhs, the tenderers will be prequalified for offering their tender. The prequalification bids will be given to the eligible contractor (with class and monetary limit as specified by the department) free of cost on the request. The tender schedule will be issued only to the prequalified contractors/firms.

32) The Corporation council reserves the right to reject all or any of the tenders without assigning any reasons for so doing.

33) Tenders submitted by non registered or ineligible contractors will not be considered and will be returned to them unopened.

Section - II

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

1. (1) In the contract, as hereinafter defined; the following words and expressions shall have the meanings hereby assigned to them except where the contract otherwise refers.

(a) "Approved" means approved in writing including subsequent written confirmation of previous verbal and "approval" in writing as aforesaid.

(b) The dept. means the Corporation /Municipality

(c) "Contract" means the notice inviting tenders, letter tender, general conditions of contract, specifications, drawings, bill of quantities showing approximate quantities, quoted rates and amount against each item, rate of progress and the contract agreement.

(d) "Contractor" means the person or persons, firm or company whose tender has been accepted by the Board and includes the contractor's personal representatives, successors, heirs, executors and administrators, unless excluded by the contract and permitted assingness.

(e) "Contract price" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions of the contract.

(f) "Constructional plant" means all appliances or things whatever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work or temporary housing, hutting, office, stores etc.,

(g) "Department" – wherever occurring may be deemed to refer to ULB.

(h) "Engineer" means Municipal Engineer or any other engineer appointed from time to time by the department to act as such in connection with these works. Whenever any work is specified to be done or materials supplied to the satisfaction of the Engineer, it shall be taken as including his properly authorized assistants and duly authorized representatives.

(i) "Site" means the land and other places envisaged by the dept where the work or works are to be executed or carried out.

(j) "Specifications" means the standard specifications of TNPWD or Highways 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 Standard or sound engineering practice will apply.

(k) "Temporary works" means all temporary works of every kind required in or about the execution, completion or maintenance of the work.

(l) "Test" means such test or test or tests as per prescribed by the specifications or considered necessary by the Engineer.

(m) "Work" means works to be constructed, completed and maintained in accordance with the contract.

2. SINGULAR AND PLURAL

Words importing the singular only also include the plural and vice versa where the contract requires. Words importing persons shall include any incorporated company or a registered association or body of individuals or a firm of partnership.

3. HEADINGS OR NOTES

The clause headings or marginal notes in these general conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

4. 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 hereto, annexed and shown upon 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.

5. 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 Engineer in writing and receive his instruction, explanation or decision in the matter, before quotating the tender.

6. 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 noted in the bill of quantities (Schedule A) 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.

7. BILL OF QUANTITIES (SCHEDULE - A)

The contractor shall not be held responsible for the accuracy of the quantities set out in the schedules hereto attached but only for the accuracy of the prices, amount and totals therein appearing. The rate for each item of the work in the schedule shall be inclusive of the costs and charges of all materials labour, tools and plant necessary for full and complete execution of the

work as described in the specification and schedule unless otherwise specified and for the due fulfillment of all the requirements relating thereto as specified in the contract. If any errors, omission or misstatement shall be discovered in the said quantities the same shall not vitiate the contract or release the contractor from the execution and completion of the whole or any part of the said works or from any of the obligations or liabilities of the contractor under this contract or entitle the contractor to any damages or compensation from the Board.

8. PREPARATION OF CERTIFICATES

In presenting the interim or final certificates of payment of the contractor, the Engineer shall take into account the total quantities of work included in this contract as set out in the priced bills of quantities and should it appear after measurement that these quantities of work have been exceeded, he shall certify the amount so exceeded after getting the deviations approved by competent authority.

9. NET MEASUREMENT

Should the final measurement of the work show that the total quantities of the various works executed are less than those set out in the bills of quantities the Engineer shall in like manner deduct at appropriate quoted rates the value of such difference from the total sum of the contract. The measurements above referred to will be taken and recorded as prescribed in the T.N.B.P. (latest edition).

10. DRAWINGS

The drawings referred to in the contract will be detailed in schedule – B. They are signed by the Engineer authorized by the department. The Engineer may issue such further or amended drawings as he shall from time to time think fit and all such drawings signed by him shall be held to be included in this contract. Working drawings will be furnished from time to time by the Engineer to the contractor. No drawings shall be used by the contractor unless it has been signed by the Engineer.

11. CONTRACT GENERAL EXPLANATION

The works under the contract and every addition, alteration or deviation directed to be executed under the contract or that may be necessary or properly to be done in order to perfect and complete the same shall be executed by the contractor in the best and most substantial and workman like manner, with materials of the best and approved quality of their respective kinds, according to the particulars contained in or implied by the specification and schedule attached and the said drawings, referred to or such other, additional particulars, explanations and drawings as may be given or approved by the Engineer, and to the full and entire satisfactions and directions from time to time given by the Engineer. The Engineer shall have full liberty from time to time and at all times to inspect, examine and test the materials and workmanship and may at any time reject any or all of several purposes they are applied or not in accordance with the said, bills of quantities, specifications drawings, instructions or directions.

12. CONTRACTOR'S LIABILITY

The contractor shall be absolutely and solely responsible for whatever damages may be caused by of result from the execution of the works, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specification or not. To this end the contractor shall at his expense, shore, sling, project, support, alter, restore and make good all houses, bridges, barns, buildings, drains, culverts, water mains, sewers, electric posts, fences or any other properties or things which may be disturbed or damaged during the execution of the works, shall he fail to do so, the same shall be carried out by the Engineer and the cost thereof recovered from the contractor. Care shall be taken out to move without the consent of the proper authorities, any pipe, culvert, cable, pole wire, building or other structures. If instructed by the Engineer in writing, permanent supporting works shall be constructed by the contractor, or the position of any existing work shall be changed. Such permanent work that may be ordered in working by the Engineer, if specified by him to be an extra work will be paid for on the valuation fixed by the Engineer.

13. POWER TO VARY WORK

The description of work required to be executed by the contractor are set forth in the specifications, schedules and in the drawings, but the Engineer reserves the power to vary, extended or diminish the quantities of work, to alter the line, level or position of any work to increase, change or decrease the size, quantity, quality, description, character or kind of any work, to order the contractor to execute the works or any part thereof, by day or night work, or to add to or take from the work included in the contract as he may think proper without violating the contract and the contractor shall not have any claim upon the dept for any such variation, extension, diminution, alteration, increase, change or decrease other than for the work actually done, calculated according to the prices tendered and accepted in this contract.

14. EXTRA FOR VARIED WORKS

Any unforeseen additional work that may become necessary and is accordingly carried out under the contract under proper written orders from the Municipal Commissioner and shall be measured and value by the Engineer at the rates contained in the contractor's original agreement and if these rates do not apply then prior to execution of the additional work, a rate for such work shall ordinarily be agreed upon and entered in a supplement schedule and signed by both the Engineer and the contractor. If it is not possible to arrive at such an agreement, then the contractor shall be paid according to cost of labour employed and the materials used to which will be added 10 (ten) percent to cover the profit on the said work on his delivery of necessary vouchers to the Engineer.

15. NOTICES REG. SHORING ETC.,

In any case in which works of shoring or other works for the protection or security of buildings are necessary, the contractor shall within a reasonable period before the execution of such works serve notices upon the occupiers of the buildings intended to be shored up or otherwise secured and upon all other parties entitled to notice, apprising them respectively that such works are necessary, that the contractor is about to execute the same and will, at a time to be specified in such notice, enter upon the premises for the purpose of executing such works.

16. CONTRACTOR TO BE RESPONSIBLE FOR ALL TRESPASSES AND DAMAGES

(A) In the event of accident to any persons including employees of the department on duty, damages to property, trespass on land, injury to animals or damage injury of any description to any person or thing arising out of the execution of the work, the contractor shall be held responsible for and make good the same and shall indemnify the department from all claims or expenses on account thereof, any if the department has to pay any money in respect thereof, the sum so paid and the costs incurred by the department shall be charged to the contractor as so much money paid to him on account of his contract and the contractor shall not be at liberty to dispute or question the right of the department to make such payment for him or his account, notwithstanding the same may have been made without his consent or authority, and decision or determination in law or otherwise to the contrary notwithstanding.

(B) The department shall not be liable to, for or in respect of any damages or compensation or claim to therefore, under any act for the time being in force or common law because or by reason or in consequence of any accident or injuries to workmen or others in the employment of the contractor or any sub-contractor or of any person acting under him or on his behalf or the staff/persons employed by the department for supervision of the work under his contract and contractor shall save the department harmless and indemnify in respect thereof and of any and all costs and expenses incident there to or consequent thereon.

(C) On the occurrence of accident which results in the death of any of the workman employed by the contractor or which is so sellous as likely to result in the death of any such workmen, the contractor shall, within 24 hours of the happening of such accident, intimate in writing to the Engineer the fact of such accident. The contractor shall indemnify the department against all loss or damage sustained by the department resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the department as a consequence of department failure to give notice under the workman compensation act or otherwise conform to the provisions of the said act in regard to such accident.

17. ACCESS TO WORK

The contractor shall ascertain himself of the number and nature of the existing roads and cart tracks available for access to the site of the work and make due provision in the rate for any difficulty involved in carting materials and surplus excavation.

18. CONTRACTOR NOT TO COMMENCE WORK ON PRIVATE PROPERTY UNTIL AUTHORISED

The contractor shall not commence any work in or upon under across or through any land, house building, shed, yard, area, roadway, ground, garden or any other place being private property until authorized in writing by the Engineer so to do.

19. TEST

Every part of the works all the materials to be used therein shall be subjected to such tests from time to time during the exaction of the work as the Engineer may direct and the whole of such tests shall in all cases be made at the contractor's sole expenses.

20. CONTRACTOR RESPONSIBLE FOR FINISHED ACCURACY OF WORK

The work will be set out by the Engineer who will give proper lines positions, level, depths and particulars on the ground-the contractor providing poles, rails bowing rods, straight edges struts, pegs etc., and all labour for fixing the same. The contractor must check and satisfy himself of the accuracy of such setting out and shall be responsible for the same and for the finished accuracy of the work in accordance with the contract. The contractor shall take every care that the pegs or pillars for levels or lines are carefully preserved from disturbances. Should he neglect this precaution the cost of resetting shall be born by him.

20. A) WORKS UNDER THE CONTROL OF THE ENGINEER WHO MAY REJECT MATERIALS OR WORKMANSHIP

The work shall be carried on and completed under the exclusive control, direction and supervision and to the satisfaction of the Engineer. The Engineer shall likewise have full power to reject or condemn any workmanship or materials that he may deem unsuitable. In case of workmanship or materials being rejected by the Engineer, the contractor shall immediately remove and replace the same to the satisfaction of the Engineer, or the Engineer is hereby authorized to remove and replace the same, deducting the value of the work rejected or material removed or the cost of replacing the same, as he may think proper, from any amount due or that may become due to the contractor.

21. CONTRACTOR LIABLE FOR MATERIALS SUPPLIED BY DEPARTMENT

(a) The contractor shall be responsible for all materials and other articles and things which may be supplied by department from the time he takes delivery thereof and shall use them only for the purposes of this contract and shall make good any loss, breakages, damages, wastage or undue wear and tear that may take place from whatever cause and pay to department for such loss, damage, wastage or undue wear and tear such sum as the Engineer may determine.

(b) The contractor shall take insurance for the total cost of the materials involved in the contract. The insurance premium will have to be paid by the contractor.

(c) The contractor shall have an account of all materials and other articles and things that are supplied by the department from time to time and also inform to the Engineer place of storing etc., The Engineer is authorized to inspect such stores as and when required.

(d) As and when the Engineer inspects the site of work the contractor shall produce the materials available at site as on that date. If any shortage is noticed the Engineer who has actually verified the stores is empowered to recover the cost from the contractor's bills or dues from this or any other work or from security deposit.

22. CONTRACTOR'S SUPERVISION OF WORK

(a) The contractor shall give or provide all necessary superintendence during execution of the works and as long thereafter as the Engineer may consider necessary. Such superintendence shall be given by suitable person having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be requisite for the satisfactory construction of the works.

(b) The contractor or a competent and authorized agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his attention whole time to the superintendence of the same. Such authorized agent or representative shall be in full charge of the works and shall receive on behalf of the contractor directions and instructions from the Engineer. The contractor or such authorized agent or representative shall be responsible for the safety of all operations. Such authorized agent/representative shall on behalf of the contractor receive and have charge of at the site of the works, all drawing, specifications and schedule and of all writings, papers, and documents (or copies thereof) which may be delivered to or for the use of the contractor or for his guidance, and such authorized agent or representative shall also on behalf of the contractor receive, execute and obey all such instructions, and directions as may be given by the Engineer, and he shall not be changed without the consent of the Engineer. Instructions given to such authorized agent or representative shall be considered as having below given to the contractor.

23. SITE ORDER BOOK

An order book will be kept by the (JE/AE) in-charge at the site of the works. Orders entered in this book by the Engineer, or any higher authorities shall held to have been formally communicated to the contractor. The (JE/AE) will sign each order as it is entered, and will hand over the duplicate to the contractor or his agent, who shall sign the original in acknowledgement of having received the order, or he can acknowledge receipt of orders in the book itself.

24. LEVELS ETC.,

The levels and the other particulars shown upon the drawings such as the size and position of existing main, cables, railway lines, storm water drain etc., are believed to be contract, but the contractor must verify the same, as well as all other particulars of the contract on the ground, and he will be held responsible for the consequence of any error contained therein or omission there from.

25. EXCLUDED MATTER

It is to be distinctly understood that the specifications are to receive their strict literal interpretations and that the works are in all respects to be carried out in accordance with them and the drawings, to the satisfaction of the Engineer. The decision, opinion, certificate or valuation of the Engineer with respect to all or any of the following matters shall be final and without appeal.

a) The true intent or meaning of drawings

b) The quality of the work carried out or materials supplied by the contractor

c) Any requirements of the Engineer under clause 29

d) Measurements recorded in the measurement book

26. MUNICIPALITY MAY OCCUPY THE SITE AND EMPLOY OTHER CONTRACTORS

The municipality expressly reserve to themselves the right to occupy for their own purposes of whatever kind, at any time and for so long a time as Engineer may by notice in writing to the contractor require, any portion or portions of the site of the works, whether the works to be executed thereon be commenced or be in progress or completed, and to employ thereon agents and workmen other than the contractor in the execution of any work not the subject of the contract and the contractor shall not obstruct such agents and workmen, but without extra charge and without relief from any liabilities or responsibilities incurred under the contract shall allow and provide them unrestricted access thereto and such facilities as in the judgment of Engineer may by him be reasonably demanded.

27. TEMPORARY DIVERSION OF ROADS AND COMMENCEMENT OF WORK

(a) During execution of the works the contractor shall make at his cost all necessary provision for the temporary diversion of roads, cart tracks, footpaths, drains, water courses, channels etc., shall he fail to do so, the same shall be done by the Engineer and the cost thereof recovered from the contractor.

(b) The contractor shall furnish a "PERT" chart before commencement of the work.

(c) The contractor must commence, execute and complete with such expedition as the Engineer shall require in a manner satisfactory to the Engineer all works for which he had accepted orders. Before commencing the work the contractor shall collect at the site all necessary materials required for the work. If required by the Engineer, the contractor shall commence and proceed with the work, at more than one place pointed out by the Engineer. He shall employ such numbers of men as may be considered necessary by the Engineer for the efficient and expeditious execution of the work.

WORKS ON PIPE LINES ALONG ROADS

(d) Before commencing the work, the contractor shall collect at the site all necessary materials required for timbering not less than 15% of the length involved in the contract subject to a minimum of 100m. If required by the Engineer the contractor shall commence and proceed with the work at more than one place pointed out by the Engineer along with the length of the pipelines included in the contract. He shall break up road way or ground only in such length at such times and at such places as may be ordered by the Engineer. The Engineer will from time to time lay down the minimum rate of progress for all classes of work based on the availability of pipes and other materials to be supplied by the board and the contractor must strictly adhere to the rates so laid down.

(e) For all other works, within 7 days from the date of handing over the site, the contractor shall submit to the Engineer for his approval a programme showing the order of sequence which he proposes to carry out the works within the stipulated period for the completion of work and thereafter shall furnish such further details and information as the Engineer may reasonably require in regard thereto. The contractor shall also indicate in his programme the date of completion of each section/subhead included in the contract.

(f) If the contractor does not maintain the tempo of works and maintain the rates of progress in the said manner, the Municipal Commissioner shall have the powers without vitiating the contract and he is authorized to take the whole or any part of works from the contractor and execute it either by direct labour or through the medium of other parties at the contractor's risk and cost.

(g) For judging the progress of the work, the contractor shall submit to the Engineer a monthly progress report in the form given below showing the correct progress of work each month so as to reach the Engineer not later than the sixth of every succeeding month.

Description of work	Qty. of work done up to end of last month	Qty. of work done during the month	Total Qty. done upto date	Total Qty to be done upto the month as per programme	Diff. More or less (5-4)	Remarks
1.	2.	3.	4.	5.	6.	7.

28. PENALTY FOR SLOW PROGRESS

If the contractor fails to maintain the rate of progress of work as stipulated in clause 27, the Engineer shall have the power to impose as penalty such amount as he may deem fit for every day that the work remains uncommented or unfinished after the proper date provided however the total amount of penalty imposed during the stipulated period of completion of the work shall not exceed 5% of the contract value.

29. SKILLED WORKMEN TO BE EMPLOYED

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

30. NOTICE TO TELEPHONE RAILWAY AND ELECTRIC SUPPLY UNDERTAKING

The contractor shall give all notices required by any law or custom or as directed by Engineer and whether notice be so required or so directed or not, shall in all cases give due and sufficient notice to all persons and authorities having charge of the telegraph water and other pipes, sewers, culverts, drains, water courses railway, telephone, highways roads, streets, foot and carriage highways, pavement and other works, prior to commencements and at the completion of any work under this contract in order that the proper bodies or persons and see the works within their jurisdiction and all matters and things incidental and appurtenant thereto are

secured, re-laid or reinstated in a proper and satisfactory manner and so that such bodies and persons may be enabled to attend and secure, shore up, alter the position or remove, relay and reinstate the works and things belonging to them but the contractor notwithstanding any notice given aforesaid shall be chargeable and responsible for the proper protection and restoration of all matters and things herein referred to.

31. OPENING FOR EXAMINATION

No work shall be covered up until it has been examined by the Engineer & directions given by him to that effect and if the contractor covers up any work before it has been so examined, he shall uncover the same when required by the Engineer at his expense and shall the Engineer require it for his further satisfaction, the contractor shall at any period during the continuance of his contract pull down any part of the works and make such opening and to such extent through any part of the said works as the Engineer may direct and the contractor shall make good the same again to the satisfaction of the Engineer at the contractor's cost.

32. NIGHT WORK

The works shall without extra charges be carried on day and night without intermission shall there be any cause whatsoever which in the judgment of the Engineer, shall require it but no work shall be carried on in the night or on Sundays or in other than ordinary working hours without the prior sanction of the Engineer in writing save when the work is unavoidable or absolutely necessary for the sake of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer.

33. WATCHING AND LIGHTING

The contractor shall at his expenses provide at the site of works sufficient lighting and watching and fencing by night and by day and shall in every respect conform to the police regulations in these matters and he shall free and relieve the department. Should be neglect to do so, the same shall be provided by the Engineer and the cost thereof recovered from the contractor.

34. PUMPING ETC.,

The contractor shall at his expense pump out or otherwise remove any water which may during the continuance of the contract be found in the mains, cuttings, excavations, banks, foundations, trenches or works and may hamper the programme of all the works and be detrimental to the quality of work and shall provide all dams, pipes, drains, chutes, sumps and other means necessary for keeping the works thoroughly drained and clear of water below the lowest level of any part of the work as long as may be required by the Engineer and if considered necessary by the Engineer continuously day and night, by pumping with hand or steam or oil or other pumps and engines without damaging the existing or new structures nearby during the operation. Where required by the Engineer, sumps are to be sunk and the pumps fixed outside the trenches. The contractor will not be allowed except by written sanction of the Engineer to use any sewers (including those finished by himself) to carry or serve as an outlet for any water or sewage.

35. FILLING HOLES AND TRENCHES ETC.,

The contractor immediately upon completion of the works shall fill up holes and trenches which may have been made or dug, level the mounds, or heaps of earth that may have been raised or made, and clear away all rubbish which may have become superfluous or have been occasioned or made in the execution of the works and the contractor shall bear and pay all costs, charges, damages and expenses which may be incurred or sustained on account or in consequence of any accident which may happen by means of holes and trenches connected with the works being dug and left unfenced or materials being left or placed in improper locations.

36. PROVISION FOR EXISTING DRAINAGE ETC.,

The contractor shall make all necessary provision for permanent sewage water now discharging through the existing sewers, pipes, culverts, channels and drains. Such conveyance is to carried out in a proper and workman like and hygienic manner to the satisfaction of the Engineer.

37. CONTRACTOR TO JOIN UP WITH WORK ALREADY EXECUTED

The contractor will be required at his cost to bond into join up with and continue any work already done by the department and shall do all the work necessary in order to ensure a perfect junction between existing and new work which shall be thoroughly cleaned and wetted if required.

38. MATERIALS IMPLEMENTS AND LABOUR PROVIDED BY THE CONTRACTOR

Except for such materials as are herein stated to be supplied by the department, the contractor shall at his cost and charges furnish all materials, planks, timber, carts, wagons, trucks, lights, pumps and cranes, iron work and metal work and also all plant, power and labour and everything necessary for the full and complete performance of this contract, including the construction, erection and maintenance of all fences, roadways paths and bridge ways for the traffic and he shall in like manner furnish lights and watchman and everything necessary for the safety of the public for the protection of properties adjoining the said contract works.

39. ENGINEER TO HAVE RIGHT TO INSPECT PLACES FROM WHERE MATERIALS ARE OBTAINED

All places wherein any materials are being made or obtained for the works and the whole of the process connected therewith and all the other operations of the contractor or any authorized sub-contractor, manufacturer and trade man shall be open to the inspection and control of the Engineer, and all persons authorized by him at all times.

40. MATERIALS AND WORKMANSHIP-INFERIOR WORK TO BE RECTIFIED

If any materials brought upon the site or works on to the places where any operation have been or being carried out in connection with or for the purposes of the work, be in the judgment of the Engineer are inferior or improper description or improper to be used in the work the said materials or workmanship shall where required by the said officer be removed or amended by the contractor forthwith or within such period or periods as the said officer may direct. In case of each and every breach by the contractor of this clause the Engineer is hereby authorized to remove or cause to be removed the materials and workmanship so objected to or any part thereof, and replace the same with such other materials and workmanship as shall be satisfactory to him at the risk and cost of the contractor and for this purpose the cost certified by the Engineer shall be final.

41. PROCEEDING IN CASE OF DEFECTIVE WORK OR NEGLECT

The provisions of the preceding clause shall also apply in the event of the contractor refusing or neglecting to pull down amend and reconstruct any work which, in the opinion of the Engineer, shall have been erected on insecure or insufficient foundation or shall not have been sufficiently secured and protected against immediate and future damage, pressure, action of water or otherwise, on being required so to do by the Engineer and within the period directed by him.

42. PLANT ETC. NOT TO BE REMOVED WITHOUT ENGINEER'S CONSENT

The plant tools and materials provided by the contractor shall, from the time they are brought to the site of the work and during the construction and until the satisfactory completion of the contract become and continue to be property of the department and the contractor shall not remove the same or and part thereof without the consent in writing of the Engineer.

43. CONTRACTOR NOT TO OCCUPY LAND ETC., AFTER NOTICE FROM THE ENGINEER

In no case shall the contractor continue to use or occupy or allow to be used or occupy any land or property either for the deposit of materials or plant or for any purpose whatever, after written notice from the Engineer is issued to the contractor at his usual or last known place of business and sent through the post office or other modes of delivery requiring the contractor to remove or cause to be removed all such materials from any such land or property as aforesaid or to give vacant possession of such land or property to the Engineer should any such materials or plant remain upon any such land or property or any such land or property remain occupied or be used after such notice for any purpose whatsoever as aforesaid, then and in every such case and as often as the same shall happen the contractor shall forfeit and on demand pay to the department charges fixed by the Engineer as and for liquidated and ascertained damages for each and every day during which the said lands or property are so used and occupied as aforesaid from the time such notice has been given.

44. RESPONSIBILITY FOR ACCIDENTS DAMAGES ETC

The care of the whole of permanent works until their completion as defined in clause 50 and for the period prescribed in clause 59 and of the whole of the temporary works until their removal shall remain with the contractors who shall be responsible for all accidents or damages from whatever cause arising and chargeable for anything that may be stolen, removed destroyed or damaged to whomsoever belonging and also for making good all defect and damages to the said works or to any property adjoining or any cause whatever, whether such damage or defects were occasioned by the negligence of the contractor or not or may be or might have been discovered during the progress of the works or in consequence thereof, or shall appear to be known after the completion whereof or whether payment may wholly or partially have been made or the works approved as supposed to have been properly done any no certificate of approval of any works by any officer or members of the department shall affect or prejudice the right of the department against the contractor or be considered or held as at all conclusive as to the sufficiency of any works or materials.

45. SCAFFOLDING INSTRUCTIONS

All requisite scaffolding shall be provided at the contractor's expense and shall be double legged, i.e., it must have two sets of upright supports. Care must be taken to ensure the safety of the work people and the contractor must comply with such instructions as the Engineer may issue to ensure such safety. The contractor will be entirely responsible for any damage or injuries to persons or properly resulting from ill erected scaffolding, defective ladders or otherwise arising out of his default in this respect. In this connection the contractor's attention is invited to the P.W.D. safety code prescribed in the T.N.B.P. P.349/Vo.II.

46. BLASTING

Blasting executed by contractors in connection with the department's works shall be carried out in the manner described under blasting operations instructions to contractors in T.N.B.P. The contractor is to protect the whole of the adjoining and where necessary the existing premises and all works and all fittings to all buildings on and adjoining the site against the structural and decorative damages caused by the execution of these works and make good in all respects all such damage done or occurring to the same and leave such reinstatement in perfect order. He is also to make good/any damage done to private footways and roadways.

47. COMPLETED WORKS TO BE DELIVERED THEN AND THERE

Portions of work ordered by the Engineer according to the minimum rate of progress, referred to in clause 27 above will have to carried out and completed in all respects and delivered to the municipality in a clean and perfect condition within the period of times mentioned in the said orders laying down such minimum rate of progress.

48. The contractor shall, without recompense claim or demand, delay or suspend the progress of the works any part thereof, if and when, and so often as required by the Engineer and for such time to times, as may in the judgment of the Engineer be necessary for the purposes or advantages of the undertaking, and shall, whenever directed by the Engineer and upon all needful occasions whether directed or not at the contractor's expense properly cover and secure so much of the work as may be liable to sustain damage from weather or any other cause and shall at all times and forthwith when required properly make good to the satisfaction of the Engineer all damage or injury which such works or any part thereof may have sustained.

49. TIME AS THE ESSENCE OF CONTRACT-PENALTY FOR MON COMPLETION

Time shall be considered as the essence of this contract on the part of the contractor and in case the contractor shall fail in the due performance of the works to be executed under this contract by and at the time, herein limited for completion thereof the contractor shall forfeit and on demand pay to the municipality as and for liquidated damages not by way of the penalty a sum not exceeding ¼ (One fourth of hundred percent) value of the work for each and every day which may elapse between the extended and actual dates of completion and stipulated date of completion subject to a maximum of five percent of the value of the work, such payment shall not in any degree release the contractor from any further or other obligations and liabilities under this contract or from the complete execution and performance of this contract.

50. DELIVERY WHEN PROVISIONAL AND WHEN COMPLETE CERTIFICATE OF COMPLETION EXECUTION OF WORKS BY DEPARTMENT DURING CONTINUANCE OF CONTRACT

The completion and delivery at the time referred to in clause 47 or at subsequent time shall be deemed to be completion and delivery only if the Engineer shall accept the same and when so accepted shall not be deemed a full, complete and sufficient completion and delivery of the said works by the contractor to the municipality unless and until a certificate in writing called a certificate of completion under the hand of the Engineer shall have been given to the effect that all the works contracted for and directed to be executed have been completed and are in a sound water-tight, workman-like, and complete and usable condition and that the contractor has in the opinion of the Engineer reasonably fulfilled and completed his contract and undertaking, except so far as it relates to the maintenance of the works as hereinafter provided. Provided always and notwithstanding anything contained in the contract, it shall be lawful for the department to undertake and execute either departmentally or through other parties at any period during the continuance of this contract, any kind of work, matter or thing whatsoever, which they may consider necessary or proper to be performed and executed for the purpose of and in connection with any or all of the works under this contract and that without in any way relieving the contractor from any of his liabilities and responsibilities under this contract or in any way vitiating or voiding this contract.

51. RECOVERY OF MONEY PAYABLE TO DEPARTMENT ETC.,

All loses, costs, damages and expenses and other money payable to the municipality by the contractor under any stipulation in the contract may be retained out of any money then due to contractor or which may subsequently become due from the department to the contractor under any contract. If this amount shall be insufficient to pay such losses, costs, damages it shall be lawful for the Engineer without any further consent on the part of the contractor, to sell and dispose of any or all of the Government, promissory notes or securities deposited with the municipality by the contractor and out of the proceeds of such sale, after payment of all expenses connected therewith pay to the municipality all such losses, costs, damages and expenses. If still the available amount shall be insufficient for such purpose then and in that case, it shall be lawful for the municipality to recover the residue thereof if necessary by legal proceedings and or by resorting to revenue recovery act against the contractor.

52. MUNICIPALITY MAY TERMINATE THE CONTRACT IN CASE OF INSOLVENCY OF WANT OR DUE DILIGENCE

a) Should the contractor during the continuance of the contract die or become bankrupt or insolvent or go into liquidation or shall suspend payment or compound with his creditors or from any other cause whatever become unable or fail to carry on the contract with efficiency or unable to not progress with any portion of the work assigned to him in the programme given by the Engineer from time to time in the manner intended by the contract or his preparations for commencement and his subsequent rate of progress be slow from any cause whatever that in the opinion of the Engineer or his representative he shall be unable to complete the work by the expiration of the specified period or shall he refuse or neglect to comply with the directions given to him by the Engineer or his representative or in any other respect act contrary to the terms of the contract, the municipality shall have power to declare the contract as an end in which case the contractor or person shall only be entitled to receive and give discharge for the payment for such portion of the work as shall have been actually delivered in a serviceable condition at the date of such declaration, after due deduction of any sum that may be livable under the contract.

(b) The contractor shall in addition be liable to pay to the department or the department at their option shall be entitled to further deduct the amount of all losses, damages or expenses including any excess between the contract price of the works to be done under this contract or such portions there of as may not have been delivered at the date of such declaration as aforesaid and the price which the department may have to pay for the similar work provided in lieu of such portion as may not have been so delivered which the department may be put to or sustain by reason of or in consequence of the contractor's breach of contract. The above liability shall be in addition to forfeiture of the retention money and the security deposit specified in clause 55 hereunder.

When a contractor become insolvent/company winding up/contractor dies the loss should be recovered from the bill or any amount due to be paid to him.

53. MEASUREMENT OF WORK

The work will be measured by the JE/AE. The contractor will be at liberty to accompany them in order that they may agree on the measurements but shall be neglect to do so, the measurements as recorded by the said officers shall be taken as final and conclusive. The measurements of works will be recorded as prescribed in the T.N.B.P., and as amended from time to time.

54. CERTIFICATE

So long as he is satisfied with the rate of progress of the works and with the manner in which they are being carried out, the Engineer shall subject to the provisions herein contained, certify each month payments on account based on the actual quantity and description of the finished works executed by the contractor calculated according to the prices in the schedules hereto attached and measured in accordance with the provision contained herein, and the final certificate will be issued only for work which has been completely finished, tested and passed as satisfactory.

55. PAYMENTS AND RETENTION

(a) Retention money or withheld amount from each running bill will be at 5% of contract value. Under the certificate to be issued by the Engineer on the completion of entire work, the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of contract except security deposit and the retention amount equal to 5% of the total value of work done provided there is no recovery from or forfeiture by the contractor to be made. The amount withheld from the final bill will be retained under 'Deposits' and paid to the contractor together with security deposit after six months reckoned from the date of completion of work or as soon after the expiration of such period of six months as all defects shall have been made good according to true intent and meaning hereof whichever shall last happen. In the event the final bill remains unpaid even after the period of six months aforesaid the Engineer shall refund the security deposit and also the withheld amount on a separate bill if requested for by the contractor in writing. No certificate of Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials nor shall it relieve the contractor from his liability to make good defects as provided by the contract. The contractor when applying for a certificate shall prepare a sufficient detailed bill based on the original figures of quantities and rates in the contract schedule to the satisfaction of the Engineer to enable the Engineer to check the claims mentioned in the application as are allowed by the Engineer shall be issued within (14) fourteen days of the application. In the case of road works, the security deposit and retention money will be released 12 months after completion of work.

(b) Income tax shall be deducted at two (2) percent of the gross amount of each bill or at the ruling rates fixed by the Government of India from time to time.

(c) In the event of the death or insanity or insolvency or imprisonment of the contractor or where the contractor being a partnership firm becomes dissolved or being a corporation goes into liquidation voluntary or otherwise, the contractor may at the option of the Municipal Commissioner, be terminated by notice in writing posted at the site of the works and all accepted and acceptable works shall forthwith be measured up and paid for at the rates provided in the contract schedule where such apply or otherwise, by the most recent schedule of rate approved by the competent authority to the person or person entitled to receive and give a discharge for the payment.

56. LIMITATION OF CERTIFICATES

No certificate made by the Engineer or other person appointed as aforesaid upon any bill submitted by the contractor shall be taken or deemed as certifying that the contractor has duly executed his contract or any portion thereof and no certificate thereof shall relieve the contractor of any obligation he would have been under, in the absence of such certificate, but the certificate given by the Engineer or other officer aforesaid shall be deemed to mean no more than that, at the time such certificate is given, the Engineer or other than temporary work, in respect of which the department might pay the sum stated in such certificate. No payment or certificate shall protect or be deemed to protect the contractor in case of over payment or in case it shall at any time appear that the works or any part of them have not been executed in accordance with this contract.

57. TIME FOR COMPLETION OF WORKS

The contractor shall complete and deliver to the department the whole of the works comprised in this contract and shall complete the removal of all temporary works, plant and surplus materials within the stipulated period from the date of handing over of site. The whole of the works shall be delivered complete in every respect in a clean and perfect condition. Provided always that if by reason of the non-possession of any site or sites required for the purpose of undertaking the work or the non-supply of materials which the department has undertaken to supply for the work or enlargements of the work (which additions or enlargements the Engineer is hereby authorized to make) or for any other just cause arising with the said department or in consequence of any unusual inclemency of the weather, or general or local strikes or for want of deficiency of any orders, drawings or directions or by reason of any difficulties, impediments, obstructions, oppositions, doubts, disputes difference whatsoever and howsoever occasioned, the contractor shall in the opinion of the Engineer (whose decision shall be final) have been unduly delayed or impeded in completion of this contract, it shall be lawful for the Engineer to grant from time to time and at any time or times by writing under his hand such extension of time either prospectively or retrospectively and to assign such other day or days for completion without thereby prejudicing or in any manner or affecting the validity of the contract or the adequacy of the contract price or the adequacy of the sums or prices mentioned in the schedules and any and every such extension of time shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual or probable loss or injury sustained or sustainable by the contractor in the premises and shall not entitle him to claim or demand department for and in respect of the delay occasioned by the cause or causes in respect of which any and every such extension of time shall have been granted.

58. FINAL CERTIFICATE

When the works of this contract are completed, the contractor shall submit a demand that the Engineer shall make a final measurement of the works and take over the whole of the works on behalf of the department and issue a final certificate to enable him to submit a final bill for payment. The Engineer shall thereupon unless he shows reasons in writing to the contrary, make a final measurement of the works and take them over on behalf of the department and sign a certificate purporting to be a last certificate. Nothing in this clause or in the agreement shall prohibit the department taking over and using any portion of the works which may be completed prior to the completion of the whole works of this contract.

59. DEFECTS OR FAULTS APPEARING WITHIN DEFECT LIABILITY

Notwithstanding any certificates issued by the Engineer under clause 54 and clause 58 any defect, shrinkage or other faults whatsoever which may appear.

(a) In respect of original civil works, within 6 months and

(b) In respect of roads electrical, mechanical and pile laying works within one year from the completion of the respective works and the grant of final certificate and arising out of defective or improper materials or workmanship upon the direction of the Engineer, to be amended and made good by the contractor at his cost within 15 days and in case of default, the Engineer may cause such work to be executed or may take any measure or do anything which may in his opinion be necessary for rectifying the defect or fault in the works and the cost of so doing shall be recoverable from the contractor.

60. PERIOD OF LIABILITY

The contractor notwithstanding such execution of works, matters and things as lastly provided and any act, matters and things done, permitted, happening or suffered in pursuance of during the continuance of this contract as lastly provided shall be responsible for and shall effectively maintain and uphold in good, substantial, sound perfect and water tight condition all and every part of the said works, for a period of (a) six months in respect of original civil works and (b) Twelve months in respect of electrical, mechanical and pipe laying works, and roads from and after the date of such last mentioned certificate of completion and shall pay and make good to the department and all other persons or parties legally entitled thereto all losses, damages, costs and expenses they incur or in consequence of the operations of the contractor or of the failure from whatever causes of the works or any of them during the time the contractor is responsible there for and shall indemnify and keep indemnified the department and other persons or parties as aforesaid from the against the same and from and against all actions, suits, claims and demands whatsoever by reasons or on account thereof or the department may deduct and retain or pay to such other persons or parties entitled as aforesaid the amount of such losses, damages, costs or expenses out of any amount in the hands of the department or occurring or due to the contractor. If any portion or portions of the work are found to be defective during the period of liability and repaired as stated in clause 59 above, the period of liability for that portion of the work which has been so repaired shall be extended to a further period of (a) six months in respect of original civil works and (b) Twelve months in respect of electrical, mechanical and pipe laying works roads from the date of completion of the repairs.

61. PAYMENT OUT OF PUBLIC FUNDS

The payments to the contractor shall be made out of the funds under the control of the department in their public capacity and no member or officer of the department shall be personally responsible to the contractor.

62. SUBLETTING TRANSFERRING OR ASSIGNING CONTRACT

The contractor shall not sub-let the whole of the works except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Engineer and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen as fully as if they were the acts, his agents servants or workmen. Provided always that the provision of labour on a piece-work basis shall not be deemed to be a sub-letting under this clause. In the case of individual or proprietary firm or firm in partnership or limited company, the holder of power of attorney may be allowed to receive the materials, to receive cheques and to participate in the opening of tenders, signing of tenders. Agreement duly furnishing the certificate copy of the registered power of attorney and signing acceptance of measurements in measurement books provided that these powers are delegated in the registered power of attorney.

63. PROTECTION AGAINST CLAIMS FOR THE USE OF PATENTS

All fees for any patented invention articles or arrangements that may be used upon or in any manner connected with the construction erection and maintenance of the works or any part thereof embraced in these specifications, shall be included in the price mentioned in the bills of quantities and the contractor shall protect and hold harmless the department against any and all demand for such fees or claims and before the final payment and settlement is made on account of this contract the contractor if required must furnish acceptable proof of a proper and satisfactory release from all such claims.

64. OLD CURIOSITIES

All old curiosities, relics, coin, minerals etc., found in excavating or pulling down, shall be the property of the department and be handed over to the Engineer. Should any ancient masonry or other old work of interest be opened up, the Engineer's attention shall be called to the same before demolition or removal.

65. ARBITRATION

(I) If the contractor claims that the decisions or the instructions of the Municipal Commissioner are unjustified and that accordingly, he is entitled to extra payments on account thereof, he shall forthwith notify this to the Municipal Commissioner to record his decisions and reasons therefore in writing and shall within two weeks state his claims in writing to the Municipal Commissioner thereafter. The Municipal Commissioner shall thereafter within four weeks of the receipt of the claim, reply to the points raised in the claim. Unless resolved by negotiation or discussion immediately thereafter, within further four weeks, the question of liability for such payment will be treated as a dispute.

(ii) In the contract whenever, there is a discretion or exercise of will, by the Engineer/Department during the progress of the work, the mode or manner of the exercise, of discretion shall not be a matter for arbitration.

(iii) The decision of Engineer/Department shall be final and binding on all parties to the contract upon all questions relating to the meaning of specifications, designs, drawings and instructions, and to the quality of workmanship of materials used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the erection of or failure to execute the same arising during the course of works. The above shall not be subject matter of arbitration and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Engineer/Department.

(iv) In case any question, difference or dispute shall arise on maters other than sub clauses (ii) and (iii) above and except any of the "excluded matters" mentioned in clause 24 touching the construction of any clause herein contained on the rights, duties and liabilities of the parties hereto, or any other way touching or arising out of these presents, the same shall.

(a) In cases where the total value of claims, under the contract is less than Rs. 50,000/- be referred to the interpretation decision and award of a Superintending Engineer of the department as the sole Arbitrator whose decision shall be final and binding on the parties to the contract.

(b) In case where the value of claims is more than Rs. 50,000/- the parties will seek remedy through the competent civil court having local jurisdiction.

(c) The provisions of the Indian Arbitration and Reconciliation Act 1998 and the Rules there under and any statutory, modification thereof shall be deemed to apply to such references and deemed to be incorporated in the contract. The Arbitrator, shall state the reasons for the award.

(d) Provided always the contractor shall not except with the consent in writing of the Engineer, in any way delay carrying out works in any such matter, question or dispute being referred to Arbitration but shall proceed with the works with all due diligence and shall until the decision of the Engineer/Department and no award of the Arbitrator competent civil court shall relieve the contractor of his obligations to adhere strictly to the instructions of the Engineer/Department with regard or the actual carrying out of the works.

66. CONTRACTOR'S RISK AND INSURANCE

The work executed by the contractor under the contract shall be maintained at contractor's risk until the work is taken over by the Engineer. The contractor shall accordingly arrange his own insurance, against fire and other usual risk during such period which includes natural calamities such as floods, or any other acts of God and no claim by the contractor for the above mentioned will be entertained by Department at any stage. The contractor shall also take personal accident insurance policy in favour of each worker employed by him in any job pertaining to this contract. He may also ensure that similar personal accident insurance policy available in the market is taken in respect of each workman employed by his sub contractor. If the contractor fails to take out the personal accident insurance policy available in the market as above and accident occurs, an amount equivalent to the compensation payable to the personnel will be deducted from the bills payable to the contractor for the work done or from any other work in department and kept in deposit account for being paid ultimately to the injured person or to the heirs in case of death.

67. CONTRACTOR RESPONSIBLE FOR THE PROVISION OF HEALTH AND SANITARY ARRANGEMENTS FOR THE WORKERS EMPLOYED

The contractor shall provide at his own expense first-aid appliances and medicines including an adequate supply of sterilized dressing and sterilized cotton wool kept in good order under the charge of a responsible person who shall be readily available during working hours. Water of good quality fit for the drinking purposes shall be provided for the work people on a scale of not less than 15 litres per head per day. Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollution.

Where water has to be drawn from any existing well which is within such proximity of latrine, drain or other sources pollution, the well shall be properly chlorinated before water is drawn from it for drinking. Adequate washing and bathing places shall be provided separately for men and women and such places shall be kept in clean and drained condition. Latrines and urinals shall be provided with the precincts of work place and the accommodation separately for each of them shall be at the rate of 2 seats upto 50 persons, 3 seats above 50 persons but not exceeding 100 persons, and 3 seats for every additional 100 persons. The contractor shall employ adequate number of scavengers and conservancy staff to maintain the latrines and urinals in a clean condition. Two sheds one for meals and the other for rest shall be provided separately for the use of men and women workers. Creches shall be provided according to the number of workmen workers and properly maintained. All these amenities shall be provided at the contractor's own expenses besides providing sheds for his workmen.

68. TECHNIC AL AUDIT CLAUSE

It is a term of this contract that department shall have the right to carry out post payment audit and technical audit by the engineers of technical audit cell located in Commissionerate of Municipal Administration or elsewhere. The technical audit officer shall have the powers to inspect the work or supply, examine running account bills, final bills and other vouchers, measurement books, test reports and other documents either during progress of work or after completion of same and order recoveries from the contractor for recorded reasons even though he might have been paid earlier. These recoveries are enforceable against the contractor from any amount due to him or security deposits or withheld amounts or any amounts due to contractor or may become due to him from the department on any other work or supply.

69. As all the roads are proposed as Paver finish roads, the tenderer should have paver mixing plants.

Section - III
Special Specifications

General :

Before commencing the work and also during the progress the progress of works the contractors shall give the notice to the concerned authorities viz. the corporation the highways department, the electricity board the telephone department the traffic department attached to police and other departments or companies as may be required to the effect that work is taken up in a particular locality and that necessary diversion of Traffic may be arranged for. The contractor shall co-operate with the department concerned and provide for necessary barricading of road, protecting co-existing water main and service pipes underground cables etc., met with during the excavation of the pipeline trench. The contractor shall also provide at his own expenses watching and lighting arrangements by day and night and put up the required notice boards such as 'CAUTIONS' 'ROAD CLOSED FOR TRAFFIC' etc. Trenches and valve pits shall be property barricading and the fence to prevent accidents. He shall also provide and maintain at his own cost the necessary support for the water mains underground, cables and service pipes Electric and Telephone posts, etc., to afford best protection to them in consultation with authorities in charge of the properties and to their satisfaction. Clean fresh water shall be used for the works which consume water and the contractor shall make his own arrangements for procuring water.

2. EXCAVATION OF TRENCH AND REFILLING:

Road metal and soling stones if any in the line of trench-shall first be excavated and stacked separately without being mixed with excavated soil at the contractor's expense. The metal so stacked shall be used to relay the road after the trenches are backfilled and the surface shall be brought to original condition and level. The contractor shall provide necessary gangways or bringing over the excavated trench for the Pedestrian traffic. The work on that road portion shall be carried out with all necessary precaution such as fencing, provision of danger lights, caution boards etc. to cause the minimum inconvenience to the traffic and to avoid accident as per clause 45 of T.N.P.C

2. (a) The cutting open of tarred or concrete road including the removal of soiling stones will be treated as separate items of work.

(b) **ROCK BLASTING**

Rock required for blasting shall exclude all rock such as soft rock, disintegrated rock, shale boulders all of which can be removed either by pickaxes or crow bars and shall apply only to rock which cannot be removed by any one of those means. In case of difference of opinion the Engineers decision as to which rock shall be considered as rock requiring blasting shall be final. Refilling of the trenches as in reaches where the excavation is originally in rocky soil shall be with surplus soft soil or from new barrow pits located within hundred metres from the reach in question. Where soft soil or earth barrow pits has to be brought from a greater distance of refilling separate extra-payment will be made for the conveyance. It is to distinctly understand that no extra payment will be made for the excavation of barrow pits located within hundred metres for obtaining of the soil from excavated surplus to unsuitable for refilling. The prior orders of the department authorities shall be obtained in writing for bringing earth beyond 100 metres for refilling Rock will be measured and paid for on stock measurement with deduction of 40% for voids.

3. **TRENCH WORK**

The rate of excavating trench shall include charges for socket hollows baling and pumping water wherever necessary and no extra payment shall be made for any of the contingent, works excavated foil which is surplus to the requirements for refilling will have to be removed, spread and sectioned at place as shown by the corporation Engineer, or his representative not exceeding one K.M. from the site of work or at the site during execution.

4. **SUPPLY OF PIPES AND JOINTING MATERIALS**

All pipes and jointing materials will be supplied only at corporation stores mentioned in Schedule "D" safe custody of the pipes and accountability rest with the contractor as soon as the pipes are delivered to the contractor at corporation Stores.

5. **LAYING PIPES**

It shall be the responsibility of the contractor to make sure about the soundness of the pipes before laying in position.

6. The actual quantity of lead required for each joint will be decided by the Superintending Engineer, with respect to the details specification 109. Any excess consumption of lead and yarn over these actual requirements during execution shall be immediately brought to the notice of Superintending Engineer, who will then decide whether such excess is reasonable and may be allowed. The cose of any excess consumption beyond these quantities will be recovered form the contractor at the rate of Rs…….per tone or market rate together with 10% centage and 5% storage charges whichever is highter.

7. **TESTING JOINT FOR PIPES**

The pipeline has to be pressure indicated below as per IS 4985/1968 for PVC pipes and IS 6530/1972 for AC pipes as amended upto date at the contractors cost as per clause 6 of MDSS 109. The testing flanges etc., and water required gauges, testing shall be provided for by the contractor at his own cost. If any fine cracks are observed in any pipes or specials before the hydraulic test in the shape of sweating through such cracks when 1.75kg/sq.m (25 lbs/sq. inch) pressure applied does not exceed then the pipe or such portion of the pipe line shall be removed and new pipes that will by the department shall be laid and jointed at the contractor's cost. If during the tests, the pipes burst due to cause beyond the control of the contractor the removal and replacing of such pipe will be paid for at the rates fixed by the Superintending Engineer whose decision will be final in the matter.

TEST PRESSURE:

1. For A.C Class 10 pipes : 7.5kg/cm^2
2. For PVC pipe (4 ksc) : 6.0kg/cm^2
3. For AC class 15 pipe : 11.25kg/cm^2
4. For PVC pipe (6ksc) : 9.0kg/cm^2

8. The short lengths of pipeline which come in between tested lengths shall be carefully laid, jointed and rendered water tight. The contractor shall expose if so required the said length of pipes for examination by the AE/AEE or his representation until the pipeline is put in actual service and secure the requisite test certificate for the water tightness thereof.

9. The unused articles out of those issued to the contractor shall be returned in good condition to the corporation stores.

10. Sheds for the safe custody of the pipes and jointing materials supplied to contractor will have to be laid wherever necessary along the pipe line at the contractor's cost.

CUTTING THE PIPES:

11. Cutting the pipes during execution if found necessary shall be done true to axis and ends trimmed. The pipes shall be tested on wooden batons and marked with chalk around the circumference where it is to be cut. An initial groove shall first be made around and extended by working round the circumference of the pipe until it breaks apart the edges of the cut pipe shall be filed true to axis.

12. FIXING DOUBLE AIR VALVES:

T. B. No. Fig "H40" section "B" of G&K catalogue. The air valve shall be fixed as per Fit H40 section B of G & K catalogue. The walls of the valve chamber will be of brick work with country bricks in cement mortar (1.5) over a bed of concrete using hard granite stone 40mm size C.M. (1.4) the thickness being as per drawing. The air valves will rest over the concrete floor already laid and plastered with CM (1.5) 12mm thick. In the top of the RC slab 100mm thick (1:2:4) shall be provided. The CI surface box to rest as shown in the drawing. The inside wall of the chamber including floor and outside walls upto 150mm ground level will be provided with cement mortar 1:3, 12 mm thick. The CI surface box will be fixed to be flush with the top of masonry and set properly in concrete hard broken stone in CM (1:3). The rate quoted by the tenderer include cost of the above work including excavation for foundation in all soils and refilling after completion of the works the proposed disposal of arrangements for still **water whatever necessary.**

13. FIXING SCOUR VALVE:

T.D.No.8/CD/(P&D)/MDS/91-11 : The scour valve shall be fixed as shown in T.D.No.8/CE(P&D)MDS/91-11. The wall of the valve chamber will be of brick work with country bricks in C.M. 1:5 and thickness beings 23cm. The scour valve will rest over the concrete foundation plastered over with C.M. 1.5 12mm thick. The chamber wall will be provided with the R.C. Cover slab of 100mm thick and 2 to 3 pieces with lap joint and groove in the cover slab for fixing surface box. The inside walls of the chamber including floor and outside walls upto 150mm below ground level will be plastered over with C.M.1:3) 12mm thick. The C.I. surface box at the top will be laid on the top on the RC slab and flush with the road level. The rate quoted includes necessary earth work excavation in all soils and refilling after completion and forming drain if necessary for the disposal of scour water.

14. FIXING SLUICE VALVES – PLAN NO 2 PLATE/91/CE P&D:

The sluice valve shall be fixed as shown in Plan No.2 Plate / 91/CD P&D. The wall of valves chamber shall be brick work with country bricks in C.M.(1:5) over a bed of concrete using broken stone of 40mm sizes shall rest over concrete foundations plastered with C.M.(1:3) 12 mm thick. The chamber wall will be provided with RCC cover slab of 100 mm thick in two or three piece with lap joint and groove in the slab for fixing surface box. The inside wall of the chamber and outside wall upto 150 mm below G.L. will be plastered with cement mortar (1:3) 12mm thick. The C.I Surface box at the top shall be laid on the top of RCC slab and flush with road level. The rate quoted shall include necessary earthwork excavation in all soils and refilling after completion of work.

15. CONSTRUCTION OF PUBLIC FOUNTAINS:-t.no.9/91-92:

The fountain shall be constructed as per the above plan. The rates quoted includes necessary earth work excavation in all soils and refilling after completion of works. The pipes fittings ferrule, waste not tap etc., required for the work will be supplied by the contractor and the rates include CI pipes connections to the fountain from the main.

16. The rate for earth work excavation and refilling trenches for the removing of old pipes will be paid as quoted against item 1 to 3 of schedule "A". The contractor shall take care not to cause any damage to the old pipes to be removed to the extent possible and he shall disjoint the lead joints carefully. Collect and hand over the lead removed from the joints to the departmental officers. The rate for the item shall be only for disjointing the pipes and removing them from trenches and stacking them at the places shown by the departmental officers without causing any damage to the pipes to the extent possible.

17. UNIT OF CALCULATION:

The rates for all the items shall be quoted for in the metric units. To enable the tenders easily understand the equivalent of F.S.S and C.G.S. The following details are furnished.

CONVERSION OF EXISTING UNITS INTO METRIC UNITS:

1. 1rft	-	0.3048 metres
2. 100 rft	-	30.48 metres
3. 1 cft	-	0.0283 cubic metre
4. 100 cft	-	2.83 cubic metre
5. 100cft	-	28.32 cubic metre
6. 100 sft	-	0.0929 square metre
7. 100 sft	-	9.29 square metre

Municipal Administration and Water Supply Department

Madurai Corporation

Section – IV

FORM OF AGREEMENT

Articles of Agreement made this ……. Hundred and ninety nine …….. between Thiru…… hereinafter referred to as the contractor which expression shall where the context so admits include his helrs, executors, administrators and legal representatives of the one part and the Corporation (hereinafter called the Department) which expression shall where the context so admit include its successors in office and assigns) of the other part. Whereas the contractor delivered to the Department the tender which was opened on …….. one thousand nine hundred and ninety where by the contractor offered and undertook to carry out the works specified under this contract and accessory work in name of work.

In the state of Tamilnadu in India, and provide the works, materials matters and things described or mentioned in these presents at the prices set forth in the schedule annexed to such tender and the contractor also undertook to do all extra and varied works which might to ordered as part of the contractor on the terms provided for in the conditions and specifications hereto annexed and Department accepted such tender in pursuance where of the parties here have entered into this contract.

And whereas the contractor in accordance with the terms of the said tender has deposited in the office of the…….. Engineer, the due and faithful performance by the contractor of this contract, the sum of Rs……. (Rupees…….)

And whereas the contractor fully understands that on receipt of communication of acceptance of tender from the accepting authority, there emerges a valid contract between the contractor and Department represented by the officer accepting the agreement and the tender documents i.e., tender notice, letter of tender, bill of quantities and other schedule, general conditions to the contractor and special conditions of the tender, negotiation letter communications of acceptance of tenders, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined clause of tender notice. Now hereby agreed that no consideration of payment of the said sum of Rs…… (Rupees…….) or such other sum as may be arrived at under the clause of the General conditions of the contract relating to payment of final measurement at unit prices, the contractor shall and well within the time specified in his letter of tender thoroughly and efficiently and in a good workman like manner perform, provide, execute and do all the works, materials matters of things incidental to or necessary for the entire completion of the works specified under this contract and necessary works including all works shown in the drawings hereinafter referred to or described or set forth the said specifications and schedule hereto annexed and in accordance with such further drawings and instructions as the Engineer of the Department or other Engineer duly authorised in that behalf thereinafter and in t he annexed documents referred to as the Engineer) shall at any time in accordance with the said schedule

(Bill of quantities) and specifications provide and give together, with any alternations in the works or additions thereto, in the time and manner in such schedule (Bill of quantities) and specifications stipulated to the entire satisfaction of the Engineer, and their successors covenant and agree with the contractor that during the progress of the works and on the completion of contract to the satisfaction of the Engineer, the Department shall and will from time to time on receiving the certificate in writing of the Engineer, the Department shall and will from time to time on receiving the certificates in writing of the Engineer pay to the contractor according to such certificates and the terms of this contract subject nevertheless to deductions or additions thereto or there from which may be lawfully made under terms of t his contract. It is hereby mutually agreed and decreed as follows.

a) All certificates or notices or orders for items or for extra varied or altered works which are t o be the subject of an extra or varied charge shall be in writing shall not be valid or binding or be of any effect whatsoever.

b) T he terms contract shall include these presents and the notice inviting tender, letter or tender, bill of quantities and other schedules general conditions and specifications hereto annexed and plans drawings herein and hereafter referred to.

c) The arbitrator for fulfilling the duties set forth in the arbitration clause of the general conditions of the contract shall be.

i) If the contractor claims that the decisions or the instructions of the Engineer/Department are unjustified and that accordingly, he is entitled to extra payments on account thereof he shall forthwith notify this to the Engineer/Department to record his decisions and reasons there for in writing and shall within two weeks state his claims in writing to the Engineer/Department thereafter. The Engineer/Department shall thereafter within four weeks of t he receipt of t he claim, reply to the points raised in the claim. Unless resolved by negotiation or discussions immediate thereafter within further four weeks the question of liability for such payment will be treated as a dispute.

ii) Engineer/Department during the progress of the work, the mode or manner of the exercise of discretion shall not be a matter for arbitration.

iii) The decision of t he Engineer/Department shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of specifications, design, drawings and instructions, and as t o the quality of workmanship or material used on t he work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the erection of or failure to execute the same arising during the course of works. The above shall not be the subject matter of arbitration and in case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instruction of the Engineer/Department.

iv) In case any question, difference or dispute shall arise on matters other than sub clauses (ii) and (iii) and above and except any of the “exclude matters” mentioned in clause 24 touching the construction of any clause herein contained on the rights, duties and liabilities of the parties hereto or any other way touching or arising out of these presents the same shall.

a) In cases where the total value of claims, under the contract is less than and up to Rs . 50,000/- be referred to the interpretation decision and award of a Su pretending Engineer of the Department at the sold Arbitrator whose decision shall all be final and binding on the parties to the contract.

b) In case where the value of claims is more than Rs. 50,000/-the parties will seek remedy through the competent civil court having local jurisdiction.

c) The provisions of the India Arbitration and Reconciliation Act 1998 and the rules there under the statutory modification thereof shall be deemed to apply t o such reference and deemed to be incorporated in t he contract. The arbitrator shall state the reasons for the award.

d) Provided always t he contractor shall not except with the consent in writing of the Engineer in any way, delay carrying out works with all the diligence and shall until the decision of the Engineer/Department and no award of the Arbitration/Competent Civil court shall relieve the contractor of hi obligations to adhere strictly to the instructions of the Engineer/Department with regard t o the actual carrying out of the works.

e) Time shall be considered as essence of the contract and the contractor hereby agrees to commence the work within 30 days from the date of acceptance of his tender by the Department complete the work within. Three/Six/Nine months and to show pr ogress at the stipulated rate subject nevertheless to the provisions for extension of time contained in clause 57 of he general conditions of contract.

In witness where of the contract ……. On behalf of the Department have caused there common seal to be affixed the day and year first above written. Signed, sealed and delivered by the said.

In the presence of

Signature of Contractor

Name and seal.

Signature, Name and
Designation of work.

Signed, by on behalf of
Municipal corporation/Municipality / ULB
Signed, Name and
Designation of witness.

Commissioner _____ Madurai Corporation /

SECTION V

LETTER FOR NEGOTIATION

In pursuance of negotiation with the Superintending Engineer of ……. Corporation on……

I/We agree to reduce the rates for the items in the Scheduled s follows.

Sl.No.	Item No. in the Schedule	Reduced rate per unit

Signature of contractor.

SECTION-VI

FORM FOR EXTENSION FO TIME

1. Name of work as in Agreement :

2. Estimate No. and amount :

3. Estimate value put to tender :

4. Agreement No. and amount :

5. Date of handling over of site :

6. Date fixed for completion :

7. Extension of time already granted :

			Reasons		
Extension	Executive Engineer's Reference No. and Date	Period	Due to contractor	Due to Depart-ment	Due to natural calamities
I. Extension					
II Extension					

(Copies of orders shall be enclosed)

8. Period for which now extension as applied for by contractor.

			Reasons		
Extension	Executive Engineer's Reference No. and Date	Period	Due to contractor	Due to Depart-ment	Due to natural calamities
1.					
2.					
3.					

9. Extension time now recommended :

10. a) Remarks for the justification for Recommendation of extension of Time (If not recommended as Requested by the contractor, Reasons for rejection or Shortening the duration) :

10. b) Whether any penalty has been Imposed already :

11.. Whether any penalty has been proposed For the delay cause due to the hindrance Of the contractor :

12. Whether any penalty imposed is to be Refunded :

13. Remarks regarding the progress shown by Contractor after imposing penalty :

14. Details of extra work and amount involved (Additional item, etc.,) :

(a) Total value of extra work :

(b) Proportionate period of extension of Time based on estimated amount put to Tender on account of extra work :

15. Total extension of time required for 9 and 14:

Date: Superintending Engineer

Madurai Corporation

LETTER OF CONSENT

“ I AGREE TO ABIDE BY ALL THE STANDART CONTRACT TERMS AND CONDITIONS NOTIFIED BY THE CE WHICH I HAVE AND UNDERSTOOD”.

“ I CERTIFY AND CONFIRM THAT NONE OF MY FAMILY MEMBERS (FAMILY AS DEFINED IN THE CORPORATION ACT) ARE HOLDING ANY OFFICE IN THE CORPORATION.

CONTRACTOR

“A” SCHEDULE

"A" Schedule

Name of Work : Maintenance Work to MC Office Building @ Sambakulam Main Road in Ward No-10

Ref. No : Z1 / Est. No. 27 /22-23

Sl.No	Qty		Description of Work	Per		Rate (Rs in words)
1	26.00	m2	White washing two coats with freshly burnt shell lime white in colour in all floors including cost of lime and other materials brushes scaffolding charges etc.complete complying with standard specification and as directed. -100sq.m S.I.333	1	m2	
2	213.00	m2	Painting two coats with ready mixed Plastic Emulsion Paint approved quality and colour over a priming coat, including thorough scrapping, clean removal of dirt, etc complete and including necessary plaster of paris, putty, wherever required etc, complete as per standard specification. - 10 sq.m.	1	m2	
3	15.00	m2	Painting two coats on old iron work with best synthetic enamel paint of approved colour and quality.	1	m2	
4	1.00	No	Supplying and fixing of 450mm wall mounting fan with regulator with complete set	1	No	

Sl.No	Qty		Description of Work	Per		Rate (Rs in words)
5	2.00	No	Supplying and fixing of 48” AC ceiling fan with 300mm down rod on the existing clamp with regulator with complete set	1	No	
6	4.00	No	Supply and fixing of single box type 4'40W flu Fitting complete with copper choke and condensor with TW round blocks on wall or ceiling with flu. Tube with PVC unsheated leads from terminals to the fitting.	1	No	
7	1.00	No	Supplying and fixing in position european water closet of size 580 X 440mm, white glazed earthen ware of approved quality with 'P' trap or 'S' trap confirming to IS:2556 - Part XII with sand cushion and forming flooring alround the closet using 40mm broken brickjelly in lime concrete 1:2:5 (one part of lime, two parts of sand and five parts of brick jelly) 100mm thick and finishing the top to required slope and including giving necessary connection to cast iron soil pipes/ PVC pipes by dismandling brick masonry, reinforced cement concrete roof/floor slab and making good the disturbed portion to original condition without leakage etc., complete complying with standard specifications and as directed by the departmental officers. . (D)	1	No	
8	1.00	No	Supplying and fixing in position best quality approved make white glazed earthenware wash hand basin of size 550 X 400 mm with a pair of cast iron brackets, including cost of 15mm diametre brass chromium plated piller tape,32 mm diametre C.P. Waste union, 32 mm diametre P.V.C. waste pipe with rubber plug and chain, 15mm diametre G.M.wheel valve, 15mm dia brass nipple, 15mm dia nylon connections etc., including fixing the wash hand basin in the wall in position with a pair of C.I. brackets with teak wood plugs and screws and giving necessary water supply connection and paintiung the brackets with two coats of paint over a primimg coat of anticorrosive paint including testing for leackage etc., complete complying with standard specifications (D)	1	No	

Sl.No	Qty		Description of Work	Per		Rate (Rs in words)
9	1.00	No	Supplying and fixing in position 15mm dia C.P.Shower rose & stop cock of approved make confirming to IS specifications and qulity including cost of Shellac thread etc. complying with standard specification. PWDsor pg.no:48	1	No	
10	1.00	No	Supplying and fixing in position Indian make bewelled edge mirror of size 600 x 450mm quality including cost of Rawal plugs, brass screws. etc. complying with standard specification.(D)	1	No	
11	1.00	No	Supplying and fixing best approved quality Brass C.P / Al anodised Towel rail 600mm. long and 20mm Diameter with brackets of same material including cost of Teak-Wood plugs and C.P.Screws etc., complete complying with standard specifications(D)	1	No	
12			Supply and delivery and fixing of G.I. Pipes and specials as per IS Specification.			
	8.00	m	110mm PVC. Pipe	1	m	

Sl.No	Qty		Description of Work	Per		Rate (Rs in words)
	12.00	m	32 mm PVC. Pipe	1	m	
	4.00	m	32 mm GI. Pipe	1	m	
	8.00	m	25 mm PVC. Pipe	1	m	
	1.00	No	110mm PVC Coupler	1	No	
	2.00	No	110mm PVC Elbow	1	No	

Sl.No	Qty		Description of Work	Per		Rate (Rs in words)
	1.00	No	32mm PVC Coupler	1	No	
	3.00	No	32mm PVC Elbow	1	No	
	1.00	No	32mm PVC Tee	1	No	
	1.00	No	32mm x 25mm Reducer	1	No	
	1.00	No	25mm PVC Coupler	1	No	

Sl.No	Qty		Description of Work	Per		Rate (Rs in words)
	4.00	No	25mm PVC Elbow	1	No	
	5.00	No	25mm x 20mm Tee	1	No	
	3.00	No	1/2" CP tap	1	No	
13			Supply of Executive Table, Executive Chair and PVC Chair Arrangements as per IS Specification.			
	1.00	No	For Executive Table	1	No	

Sl.No	Qty		Description of Work	Per		Rate (Rs in words)
	1.00	No	For Executive Chair	1	No	
	4.00	No	For PVC Chair	1	No	
			GST 12%			

Contractor's Signature

Challan No:

Mobile No:

Contractor Class & Registration No:

Address