

THOOTHUKUDI CITY MUNICIPAL CORPORATION

APPLICATION FOR PRE-QUALIFICATION – TWO COVER SYSTEM

NAME OF WORK: Construction of Storm Water Drain Canal with Culvert at Murugesan Nagar Main and Thiraviyarathina Nagar Main to Madathur Main Railway Crossing at West Zone in Thoothukudi City Municipal Corporation.

DATE OF TENDER: 11.08.2022

ISSUED TO / DOWNLOADED BY:

Estimate Amount : Rs. 171.00 Lakhs

Commissioner,
Thoothukudi City Municipal Corporation

FOR THE SPECIAL ATTENTION OF THE APPLICANTS

1. Issuance of documents under two cover system i.e. Pre – Qualification Tender and Price tender (Commercial tender) to the Applicant purely based on the Basic Documents and information furnished along with the requisition and cost of tender documents. Application will not confer any right on the Applicant for automatic Pre – Qualification for Price Tender for the work.
2. Approval or otherwise of the pre – qualification tender will be strictly based on the detailed evaluation done on the basis of the Documents / Records / Evidences / Certificates produced by the applicant along with the pre qualification application.
3. The Qualification tender (Cover 1) will be opened as per Notice Inviting Tender and after detailed evaluation,
the date and time of opening of price tender will be intimated to the qualified applicants.

Commissioner,
Thoothukudi City Municipal Corporation

**TWO COVER SYSTEM
PRE QUALIFICATION TENDER AND PRICE TENDER**

File. No: E1/015116/2021 / Date:

From

To

Commissioner,
Thoothukudi City Municipal Corporation

Sir,

Sub: **Construction of Strom Water Drain Canal with Culvert at Murugesan Nagar Main and Thiraviyarathina Nagar Main to Madathur Main Railway Crossing at West Zone in Thoothukudi City Municipal Corporation.**

Ref: Pre – Qualification Tender Notice No. **E1/015116/2021** Dated. .

1. Having examined the Two Cover system documents in respect of Pre qualification tender and price tender including scope of work, Time Frame for construction and the criteria stipulated for Pre-Qualification. I / We hereby submit all necessary information and relevant documents for Pre- Qualifying me / us, to offer my / our tender for the above mentioned work.
2. The Application is made by me / us on behalf of (Partnership Firm / Private Limited Company / Public Limited Company) in the capacity of duly - - - - -
- - - - - authorised to submit the tender.
3. Necessary evidence admissible in law in respect of authority assigned to me / us on behalf of the Partnership Firm / Private Limited Company / Public Limited Company, for applying for Pre-Qualification is attached herewith.

4. I / We present my / our documents herewith taking into consideration all the instructions in the Qualification tender supplied to me including special instructions to Applicants, Criteria for Qualification, Information and Instructions in the detailed two cover system Tender Notice etc.,
5. The EMD amount is enclosed in the shape as notified in the Pre-qualification tender.
- I.
- II.
- III.
6. I / We understand that the Commissioner, Thoothukudi City Municipal Corporation reserves the right to reject any or all the Pre – Qualification Application to drop the proposal altogether.

Date:

Signature of the Applicant including Title
Capacity in which Application is made.

Name:

(in block letters)

Encl : 1) Pre – Qualification Application

2)

3)

4)

5)

QUALIFICATION AND PRICE TENDER NOTICE

FORM OF CONTRACT: - LEAST COST AGREEMENT TWO COVER SYSTEM

1. INVITATION

Tender under sealed two cover tender system i.e. pre-qualification Tender & price tender (Item rate tenders) are invited by the Commissioner, Thoothukudi City Municipal Corporation One (over contains EMD and Pre-Qualification conditions and other details and the second over containing price tender schedule.

2. FOR SPECIAL ATTENTION

- (i) Only the contractors, registered with the Government of Tamil Nadu or other State Governments/Government of India, or State / Central Government Undertakings, Urban Local Bodies under Class I (as per revised classification) with monetary limit Rs.75.00 lakhs & above (Rupees Seventy Five Lakhs) and with proven track record are eligible.
- (ii) The Applicant should have been in the same name and Style in the Civil Engineering Construction field atleast for the past **"Five"** years.
- (iii) The Applicants should have completed atleast one **"Civil"** work with value not less than **Rs 85.50 lakhs** (Rupees EightyFive Lakh Fifty Thousand Only) under a single agreement in any one of the past **"Five"** years.
- (iv) Annual turnover of the Applicant should not be less than **Rs 171.00 lakhs** (Rupees One Crore SeventyOne Lakh Only) per year in any one of the past **"Five"** years.

3. PURCHASE OF DOCUMENTS

- (a) Tenderers to download the Tender Schedule at free of cost and then submit the bids online through the web site and the web site is www.tenders.tn.gov.in www.tntenders.gov.in
- (b) Price Tender schedule will also be issued along with qualification tender documents.

4. DESCRIPTION OF THE PROJECT

Construction of Strom Water Drain Canal with Culvert at Murugesan Nagar Main and Thiraviyarathina Nagar Main to Madathur Main Railway Crossing at West Zone in Thoothukudi City Municipal Corporation.

5. SCOPE AND STATUS OF THE WORK UNDER THIS TENDER

Construction of Strom Water Drain Canal with Culvert at Murugesan Nagar Main and Thiraviyarathina Nagar Main to Madathur Main Railway Crossing at West Zone in Thoothukudi City Municipal Corporation.

- (a) The building will be of RCC framed structure.
- (b) Other amenities as per specification.

6. PERIOD OF COMPLETION

The period of completion shall be **6 (Six)** calendar months, which is inclusive of monsoon period from the date of handing over of the site to the successful contractor.

7. EARNEST MONEY DEPOSIT

7.1. Earnest money deposit of **Rs. 1,71,000/-** (Rupees One Lakh and Seventy one Thousand only) must accompany the Qualification Tender for this work.

7.2. The Earnest money deposit may be produced in any one of the following forms.

I. Demand Draft issued by Nationalized or Scheduled Banks drawn in favour of Commissioner, Thoothukudi City Municipal Corporation.

NOTE: Bank Guarantee will not be accepted towards E.M.D.

7.3 Qualification schedule not accompanied by Earnest Money Deposit will be rejected as Non – Responsive Tender.

7.4 If the tenderer withdraws his tender after the acceptance of the tender or fails to pay the requisite security deposit amount within the specified period of time, the Earnest Money Deposit paid with the tender will be forfeited.

7.5. Communication to the unsuccessful tenders will be sent in 7 days time from the date of communication to the successful tenderer. Within 15 days from the date of receipt of refund voucher duly stamped and signed from the unsuccessful tenderer, refund of Earnest Money Deposit will be made.

8. SECURITY DEPOSIT

8.1 The successful tenderer shall furnish a Security Deposit for an amount equivalent to 2 % of the total Contract value, which includes the Earnest Money Deposit already paid, within 15 days (Fifteen days) from the date of receipt of work order. If the successful tenderer fails to execute the contract, i.e., (sign the agreement) within the aforesaid 15 days time, the Earnest Money Deposit amount remitted with the Qualification Schedule will be forfeited.

8.2 The Security Deposit in the shape of irrevocable Bank Guarantee will also be accepted.

8.3 In addition to the aforesaid security deposit, Commissioner, Thoothukudi City Municipal Corporation. shall deduct from the running account bills an amount equivalent to 5 % (Five percent) of the total value of each bill as retention money.

8.4 2 ½ % (Two and a Half Percent) of the total value of the work will be retained in the final bill of the work for a period of one year reckoned from the date of completion of the work or as soon after the expiration of such period of one year as all defects shall have been made good according to the true intent and meaning hereof whichever shall last happen.

8.5 The Retention money of 2 ½ % of the total value of Contract after deducting any amount due to the department shall be refunded to the contractor after the defects liabilities attached to the contract is over (as per Pare 8.4 above) subject to the following conditions.

- (i) The Commissioner, Thoothukudi City Municipal Corporation concerned should certify that no liability is due from the contractor.
- (ii) The contractor should execute and produce an indemnity bond for a further period of "FOUR" years indemnifying the Government against any loss or expenditure incurred to rectify any defects noticed due to faulty workmanship by the contractor or Sub – standard materials used by the Contractor, during the period of "FOUR" years.

8.6 Concessions granted to standing contractors on payment of deposits are not applicable to this contract.

9. LANGUAGE OF TWO COVER TENDER SYSTEM

Tenders shall be offered only in the prescribed forms in "ENGLISH" only.

10. VALIDITY OF PRICE TENDER

The Price tender shall be valid for a period of 90 days (Ninety days) from the date of opening of tender.

11. SUBMISSION OF PRICE TENDER

- 11.1 The two covers (i.e. Qualification Schedule and Price tender) must be put into a wax sealed envelope while submitting the tender in person. The Cover No.1 Containing the Qualification schedule & documents and Earnest Money Deposit and Cover No.2 containing the Price tender (Called as Inner envelopes) must be super scribed as mentioned below and addressed to the tender inviting authority.
- 11.2 Bidders should quote their rates both in figures and in words for each item per unit and amount for each item of work for fully quantity.
- 11.3 Bidders should submit the tenders on or before 15.00 hrs as per office clock by person.
- 11.4 E –Submission of tenders should submit the tender on or before 15.00hrs (as per our server clock)
- 11.5 In the case of Bank Guarantee/D.D should be scanned and enclosed with bid document and original should be received before on the date and time of scrutiny. But if the Bank Guarantee/D.D is received after the prescribed date and time it has to be rejected.
- 11.6 If the cover is not sealed and super scribed as instructed, no responsibility will be assumed for any misplacement of tender on premature opening of the envelope or Parcel.
- 11.6 Bidders received late on any account or any reasons whatsoever will not be opened or considered and will be returned to the tenderer unopened.
- 11.7. E- Submission of tender will also be accepted
- 11.8 Telegraphic tenders will not be accepted.
- 11.9 The Corporation Council reserves to itself the right to reject all or any of the Tender or to accept any tender or part thereof without assigning any reason for so doing.

SHOULD BE SUPERSCRIBED AS FOLLOWS.

PRE-QUALIFICATION SCHEDULE COVER NO.1

- a. NAME OF WORK
- b. TENDER NOTICE NO.
- c. DUE DATE FOR OPENING OF TENDER
- d. E.M.D. Rs. **1,71,000/-** (Rupees One Lakh and Seventy one Thousand only)
- (To be furnished only with Qualification schedule)
- e. Technical Bid document
- f. NAME OF CONTRACTOR AND ADDRESS

PRICE TENDER COVER NO.2

- a. NAME OF WORK
- b. TENDER NOTICE NO.
- c. NAME OF CONTRACTOR AND ADDRESS
- d. Price Bid

These Two inner envelopes shall be put inside a sealed common cover and super scribed with all the details as in the case of Cover-I and addressed to the Commissioner, Thoothukudi City Municipal Corporation, Thoothukudi.

11.3. If the cover is not sealed and super scribed as instructed, no responsibility will be assumed for any misplacement of tender on premature opening of the envelope or Parcel.

11.4. Tenders received late on any account or any reasons whatsoever will not be opened or considered and will be returned to the tenderer unopened.

11.5. Telegraphic tenders will not be accepted.

12. OPENING OF TENDERS.

The Common Cover and Qualification schedule (Cover – I) will be opened by the Commissioner, Thoothukudi City Municipal Corporation at 15.30 Hours, on the notified date in the presence of the tenderers or their authorized representatives who choose to be present. After detailed evaluation of qualification Schedule, price Tender (Cover-II) after qualified tenderer will be opened. The date and time of opening of price Tender will be informed to the qualified bidders by the Commissioner, Thoothukudi City Municipal Corporation later. The price tender cover other unqualified tenderer will be returned to him unopened.

13. NEGOTIATION

Negotiation of rates will be made only with the lowest tenderer for reducing the quoted rates.

- 14.** Liquidated damages will be imposed on the contractor for the lapses / short fall in achieving the rate of progress as per existing schedule.

15. WHOM TO CONTACT

The Commissioner, Thoothukudi City Municipal Corporation may be contacted for further information in the matter.

Dated Signature of applicant With Seal

Commissioner,
Thoothukudi City Municipal Corporation

INFORMATION AND INSTRUCTION FOR TENDERERS UNDER TWO COVER SYSTEM

I. FOR SPECIAL ATTENTION

Qualification Schedule hereunder is invited in accordance with Tamilnadu Transparency in Tenders Act, 1998 & Tamilnadu Transparency in Tenders rules, 2000 with Engineering Manual/ PWD Procedure for Pre- Qualification of Tenderers.

II. MINIMUM CRITERIA FOR QUALIFICATION

1. (a) The Applicant in the same name and Style should have been in the Civil Engineering Construction field atleast for the past " **Five** " years.

EVIDENCE TO BE PRODUCED

- a. Audited balance sheet with Chartered Accountant's Certificate for the past "**Five**" years in the case of Individual Contractors, Partnership Firms, Private / Public Limited Companies.
- b. Registered Partnership deed in the case of Partnership Firms.
- c. Articles of Association and Memorandum of Association registered with Registrar of Companies as per Company Act in the case of Private Limited Companies and Public Limited Companies.

1. (b) The Applicant should be Registered contractor of the Government of Tamil Nadu or other State Governments/Government of India, or State / Central Government Undertakings, Urban Local Bodies in Class I as per revised classifications with monetary limit above Rs.75.00 Lakh (Rupees Seventy Five Lakhs) with proven track record.

1 (c). The Applicant should produce Saral produced to income Tax department valid for the Tax year 2015-2016, Sales Tax Registration details and Sales Tax Verification Certificate valid for the current period.

EVIDENCE TO BE PRODUCED

Saral submitted to in I.T. department from the income tax assessment year 2015-2016.

- i. Attested Copy of Registration Certificate showing the TNGST / C.S.T Number assigned by the Commercial Tax Department issued by the competent State / Central Commercial Tax Department Officials.
- ii. Attested Photocopy of the Sales Tax Verification Certificate issued by competent State / Central Commercial Tax Department Officials.

1 (e) The Applicant should furnish the details of major building works and other civil works completed during the past "**Five**" years.

EVIDENCE TO BE PRODUCED

List of major building works and other Civil Engineering Construction works completed in the past Five years with full and complete details such as

- (i) Name of work
- (ii) Value of work
- (iii) Name of Employer
- (iv) Nature of work
- (v) Certificate issued by the competent authority.

Details furnished without supporting certificates will not be considered.

2. The applicant should have satisfactory completed atleast one "Civil" work with value not less than **Rs 85.50 lakhs** (Rupees Eighty Five Lakh and Fifty Thousand Only) under a single agreement in any one of the past "Five" years. For this purpose buildings like industrial shed, work shop will not be considered.

EVIDENCE TO BE PRODUCED

(i) Certificate issued by the Engineer – In – charge (Not below the rank of Executive Engineer) of the work clearly showing the following details.

- a) Name of work
- b) Location of the work (Town / Taluk / State)
- c) Name and Designation of the Employer / Owner
- d) Value of work (as per agreement)

3. Annual turn over of the applicant shall not be less than **Rs.171.00 Lakhs** (Rupees Rupees One Crore SeventyOne Lakh Only) in any one of the past "Five" years.

EVIDENCE TO BE PRODUCED

(i) Audited Balance sheet, Profit and Loss Account etc., duly certified by the Chartered Accountant for the past "Five" years.

(ii) The total contract amount received as shown in the Balance sheets should have been reflected in the Sales Tax Clearance Certificate also. In case there is difference in the contract amount received as depicted in the balance sheets and as furnished in the Sales Tax Clearance Certificate, lesser among the two figures alone will be taken for consideration.

4. The applicant should not have any of his contracts terminated / rescinded due to breach of contract on the part of the applicant during the past "FIVE" years by any agency.

EVIDENCE TO BE PRODUCED

i) Sworn in Affidavit duly certified by Notary Public, is to be produced (specimen appended) in Twenty rupee Non – Judicial stamp paper.

5. The Applicant shall have a Project Manager together with site Engineers with (B.E. Civil) Degree or Diploma (in Civil Engineering) holders with minimum field experience noted against each, available as given below, exclusively for this work.

1. Project Manager: 1 No – (One Number) - Degree in Civil Engineering with atleast Five Years Experience.

2. Site Engineers : 2 No – (One Number) - Diploma in Civil Engineering with atleast three Years experience.

DOCUMENTS TO BE PRODUCED

i) List of Technically Qualified personnel under permanent / regular employment available with the applicant with details such as (a) Name (b) Qualification (c) Total Experience (d) Under Regular Employment with the applicant since..... (e) Emoluments paid etc.,

ii) List of Technical Personnel to be deployed for this work along with their willingness attested xerox copy of the testimonials in support of the Technical Qualification of the personnel to be deployed.

iii) If required number of Technical Personnel is not under Regular Employment of the applicant, Names, Qualification, Experience etc., of the Technical Personnel to be employed for this work along with their willingness and xerox copy of the testimonials in support of these qualifications of the Technical Personnel proposed to be employed exclusively for the work, should be furnished.

6. The applicant shall have the following minimum construction equipments, Tools and Plants exclusively available for this work. (Either own or under lease with the applicant).

- | | |
|--|---|
| 1. Concrete Mixer with Hopper | : 1 No (One number) |
| 2. Vibrators | : 1 Nos (One number) |
| 3. Lorry / Tipper | : 1 No (One number) |
| 4. Steel centering materials to cover an area of | : 300 sq.m (Three Hundred square metre) |
| 5. Mechanical Spray set for curing | : 1 No. (One number) |

NOTE:

1. If any of the information furnished by the applicant is found to be concealed or false, at a later date, the contract will be terminated forthwith without prejudice to the rights thereon, consequent on termination and the contractor will be banned from business dealings.

2. All the documentary evidences should be stitched (Spiral **Binding should be avoided**) neatly and the pages should be serially numbered. Index of the Documents produced should be prepared and Reference to page number of the documents produced should be furnished in the Index.
3. The Qualification evaluation will be done on a PASS or FAIL basis against each of the above 6 (SIX) Criteria.
4. The evaluation will be done only based on the information, evidence, documents, records, particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidences without omission.
5. As far as possible, details shall be furnished in the schedules appended to this application. If the space left is found insufficient additional sheets may be attached to the schedules.
6. Photographs of the building works completed by the applicants may be pasted in thick white paper and produced along with the documents.
7. Brochures, Pamphlets etc., shall also be stitched along with the documents volume.
8. All applicants are cautioned that the Qualification Application containing any deviation from the contractual terms and conditions, specification or other requirements will be rejected as non – responsive and low performance reliability.

III. METHODS OF TENDERING

- (i) If the Qualification Application is made by an individual, it should be signed by the individual with his full name and his current address.
- (ii) If the Qualification Application is made by a sole Proprietary Firm, it shall be signed by the Proprietor along with his full name and full name of the Firm with its current address. Document with regard to Registration as FIRM by the Registrar of Firms should be produced.
- (iii) If the Qualification Application is made by a 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 authorised by the Firm (either as per Articles of the Deed of Partnership or by Power of Attorney) for signing in Tenders, Agreements etc., In which case, certified copy of the Registered Deed of Partnership along with the current address of all the partners and a certified Photocopy of the Registered Power of Attorney issued in favour of the Signatory, should be produced.
- (iv) If the Qualification Application is made by a "Limited Company" or a "Limited Municipality" it shall be signed by a duly authorised person holding the power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the application. Such limited company or Municipality shall also furnish satisfactory evidence of its existence along with the Pre – Qualification Application.
- (v) **Qualification applications from joint ventures are not acceptable.**
- (vi) All the Signatures in the Pre – Qualification Application and all the Signatures in the Documents produced, **shall be dated.**
- (vii) All the originals of the documentary evidences produced shall be produced, if asked for, for verification at the time of opening of Pre – **Qualification** tender or subsequently.

IV. OPENING OF PRE – QUALIFICATION APPLICATION

Qualification Application received in sealed cover up to 15.00 hours on will be 11.08.2022 opened on the 11.08.2022 at 15.30 hours by the Commissioner, Thoothukudi City Municipal Corporation in the presence of the Applicants or their authorized representative (who should produce the authorization issued by the Firm / Company) who choose to be present.

- i. The Qualification Tender and price tender received belatedly on account of any reasons whatsoever, will not be opened or considered and will be returned unopened to the applicant.
- ii. Telegraphic Applications will not be entertained.
- iii. The Qualification Tender cover received will be opened and evaluated on a **PASS or FAIL** basis against each of the 6 (SIX) Criteria.
- iv. The date of opening of Price tender will be notified to the qualified applicants after evaluation of qualification Schedule well in advance.

Dated Signature of applicant with seal.

Commissioner,
Thoothukudi City Municipal Corporation

SCHEDULE " 1 "
INFORMATION REGARDING CURRENT LITIGATION / DEBARRING / EXPELLING OF
APPLICANT OR ABANDONMENT OF WORK BY THE APPLICANT

1. (a) Is the Applicant currently involved in any Arbitration / litigation relating to the contract works. Yes / No

(b) If Yes, Details thereon

2. (a) Has the Applicant or any of its constituent partners been Debarred / Expelled by any agency during the past "**FIVE**" years Yes / No

(b) If Yes, Details thereon

3. (a) Has the Applicant or any of its constituent Partners failed to complete, any contract work during the past "**FIVE**" years Yes / No

(b) If Yes, give details thereon

Dated & Signature of Applicant with Seal

Note :- If any information in this Schedule is found to be incorrect or concealed, the Pre – Qualification application will be summarily rejected.

SCHEDULE "2"
AFFIDAVIT
(To be furnished in Twenty Rupees Non – Judicial Stamp paper
duly certified by Notary public)

1. I/WE the undersigned solemnly declare that all the statements made in the documents records etc., attached with this application are true and correct to the best of my knowledge.
2. I/WE, the undersigned do hereby certify that neither our firm / company nor any of its constituent partners have abandoned any work / works of similar nature and magnitude in India, during the last "FIVE" years.
3. I/WE, the undersigned do hereby certify that any of the contracts awarded to me / us has not been terminated rescinded, due to breach of contract on my / our part, during the last "FIVE" years.
4. I/WE, the undersigned authorise and request any bank / person / firm / Municipality / Government departments to furnish pertinent information deemed necessary and requested by the Commissioner, Thoothukudi City Municipal Corporation, Thoothukudi to verify the statements made by me / us or to assess my / our competence and general reputation.
5. I/WE, the undersigned, understands that further qualifying information / clarification on the statements made by me / us may be requested by the City Engineer and agrees to furnish such information / clarification within " SEVEN " days from the date of receipt of such request from the Commissioner, Thoothukudi City Municipal Corporation.

Dated Signature of Applicant with Seal.

(To be signed by the officer authorised by the Firm / company to sign on behalf of the Firm / Company with Company's Seal)

Note :- In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Firm / Company)

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at

And signed before me on this day of

(Seal)

(Signature of the Notary public)

SCHEDULE "3"
UNDERTAKING

(Under taking should be furnished in Twenty Rupees Non – Judicial Stamp paper with the Pre – Qualification Application and certified by the Notary public)

I / We

the applicant do hereby

undertake that I / We will abide by the terms and conditions if any modified by the Government in the contract conditions subsequent to submission of Pre – Qualification Tender / Price Tender or Subsequent to execution of the agreement.

Place :

Date :

Signature of the applicant with Seal

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at
and signed before me on this day of

Place :

Date :

Signature of the applicant with Seal

THOOTHUKUDI CITY MUNICIPAL CORPORATION

APPLICATION FOR PRICE TENDER – TWO COVER SYSTEM

NAME OF WORK: Construction of Storm Water Drain Canal with
Culvert at Murugesan Nagar Main and Thiraviyarathina
Nagar Main to Madathur Main Railway Crossing at West
Zone in Thoothukudi City Municipal Corporation

DATE OF TENDER : 11.08.2022

TENDER SCHEDULE FOR LEAST COST CONTRACT

THOOTHUKUDI CITY MUNICIPAL CORPORATION

Name of Work: **Construction of Strom Water Drain Canal with Culvert at Murugesan Nagar Main and Thiraviyarathina Nagar Main to Madathur Main Railway Crossing at West Zone in Thoothukudi City Municipal Corporation.**

Last Date for Receipt of Tender :11.08.2022.Up to 15.00 Hrs.

Date and Time for opening :11.08.2022/ 15.30 Hrs.

E.M.D. to be remitted : Rs. 1,71,000 /-

Nature of E.M.D. to be remitted : Demand Draft of the Nationalized and schedule Bank drawn in the name of the Commissioner , Thoothukudi in the name of the **Commissioner , Thoothukudi city Municipal Corporation.**

Date:-

- 1 The Tender and the E.M.D. should be submitted in a common sealed cover.
- 2 Tenders not submitted in sealed covers will be summarily rejected.
3. (a) The rate in words and figures for each item of schedule should invariably furnished by the Tenderer without fail in appropriate columns. Corrections, over writings (should be avoided so far as possible) should be attested by the Tenderer.
(b) The Total value of each items of work should be worked out and entered in the amount column. Proper care must be taken in working out the value of each item of work taking into account the unit for which the rate is quoted and the quantity of work to be done under the item.
(c) The total of each page should be noted at the end of each page and carried over to next page. The grand total value of the tender should be worked out and furnished at the end, both in words and figures.

PARTICULARS TO BE FURNISHED BY THE TENDERER

1	Name of the Tenderer and Address	
2	Name of Work	
3	Date of Tender	
4	Details about EMD enclosed for this Tender and: its validity	
5	Registered class of the tenderer with monetary limit and department in which Registered, Certified copy of the registration should be attached. Registration Live Certificate should be produced for the current year.	
6	Recent works executed (Details about name and place of work value of work etc., should be furnished)	
7	Works under execution (Details about name and place of work value of the work etc., should be furnished)	
8	Command of Labour in brief	
9	Turnover previous years (particulars for a period of three consecutive years to be furnished)	
10	Whether income tax clearance certificate (Saral : form) is enclosed, if not when it was produced? (the particulars regarding the previous occasion on which this certificate was produced may be furnished)	
11	i. Sales Tax Registration No	
	ii. Whether Sales Tax clearance certificate is enclosed? if no, when it will be produced?	
12	In case of Registered Cooperative societies they Should furnish name of the nominee with their Credential details at the time of tender itself. They should also certify that the nominee of the Society is not registered contractor in the department	
13	Technical Assistants details:- a: Name Qualification certificate Experience certificate	
	b: Name Qualification certificate Experience certificate	
	c: If registered Civil Engineer Designation	
14	List of Various machinery and other equipment at the tenderer disposal for use in the execution of work	
15	Any other details Note: The consent letter from the Technical Assistant proposed to be employer should be obtained and enclosed with tender.	

ADDITIONAL GENERAL CONDITIONS

(I.E) ADDITIONS TO GOVERNMENT CONDITIONS TO CONTRACT

APPENDED WITH NBP POSTAL TENDERS:-

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

E.M.D.

The acceptance of EMD in various approved forms duly pledged in favour of the Commissioner, Thoothukudi city Municipal Corporation concerned is subject to the specific condition that the successful tenderer should pay the security deposit including EMD in the form of Demand Draft.

SECURITY DEPOSIT

In case of contracts for buildings works the security deposit (i.e) 2% of the value of contract minus the E.M.D. already remitted should be produced. The Security Deposit collected from the contractors can be paid to the contractor asking them to invest the amount so paid in small savings scrip's and to hand over them to the Commissioner / Engineer concerned by pledging them in his favour, subject to the condition that unless the contractor remit the security deposits in small savings scripts (which will be returned after observing rules enforce,) their further all to the work carried out by them will not be paid.

- 3.3 Additional Security Deposit will have to be paid by Successful tenderer if called for.

SALES TAX

All rates quoted in the tender shall be inclusive of sales payable under General Sales Tax Act as amended from time to time (including amended, Act of 29/94) and the contractor is responsible to file Sales Tax return and pay the amount of tax as demanded by commercial tax department. No request for payment of Sales Tax separately in additional to tendered rate due to any Peal of subsequent levy or increase in tax will be entertained.

WITHELD AMOUNT

The with held amount at 5% be recovered from each bill based on the value of work done Claims of Contractors on account of losses due to unprecedented floods and other act of God. The work executed by the Contractor under this contract shall be maintained at the contractor's risk until the work is taken over the Commissioner ,Thoothukudi city municipal corporation. The Corporation shall not be liable to pay for, any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earth quake, other convulsions of nature and all other natural calamities, risk arising of acts of God during such period and that the option whether to take assurance coverage or not to cover such risks is left to the contractor.

STANDARD SPECIFICATIONS.

For detailed description of various items of works to be executed in addition to the brief description given in the schedule for the rights and obligations of the contractors, etc/ the attention of the contractors, is invited to Tamil Nadu Buildings Practice which should be followed in all respect both in letter sprit. The materials used, the workmanship, the mode of execution of the work etc., should confirm to relevant specification of TNBP or NBC (or) Indian standard specification as to be specified.

SAFETY CODE

The safety measures and all amenities for the labours shall be the contractor at his cost as indicated in the safety code appendix to General conditions of contractor and clause 34, 35 and 42.1 of General conditions to contract.

TENDER NOTICE

1. On behalf of the Council of Thoothukudi, Tenders will be received by the Commissioner, Thoothukudi City Municipal Corporation, Thoothukudi up to 3.00 P.M. on 11.08.2022.
 - 1.1. The Tenders should be in prescribed form obtainable from the Commissioner, Thoothukudi City Municipal Corporation, Thoothukudi and at the place and on the date afore mentioned.
 - 1.2. The Tenderer or their authorized agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderer. If any of the tenderer or their agents find it inconvenient to be present at the time then in such case, the tender receiving officer will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.
2. Tenders must be submitted in sealed covers and should be addressed to the Commissioner, Thoothukudi City Municipal Corporation, Thoothukudi the name and address of tenderer and the name of the work being noted on the cover.
 - 2.1 If the Tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the Co-partnership name by a member of the firm who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with this tender satisfactory evidence of this authorization. Such tendering corporation may be required before the contract is executed to furnish evidence of its corporate existence.
3. Each tender must also send a certificate of Income Tax verification (Saral form) from the appropriate income tax authority in the form prescribed therefore. The certificate will be valid for the year from the date of issue for

all tenders submitted during the period.

- 3.1. In the case of propriety or partnership firm, it will be necessary to produce the certificate Aforementioned for the proprietors or partner and for each if the partners as the case may be.
- 3.2. If the tenderer is a registered Public Works Department contractor, if a certificate for the current year had already been produced by him during the calendar year in which the tender is made, it will be sufficient. If particulars regarding the previous occasions on which the said certificate was produced are given.
- 3.3 All Tenders received without a certificate, as aforementioned will be summarily rejected.
4. Each tenderer must pay as Earnest Money, a sum of **Rs. 1,71,000/- (Rupees One Lakh Seventy one Thousand only)** in the prescribed form and pledged in favour of the Commissioner , Thoothukudi city Municipal Corporation, Thoothukudi enclose with his tender accordingly. The Earnest Money deposit it can also be paid in any other form as may be approved by the state Government from time to time as per para 155 or TNPWD code. This Earnest Money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of three months from the date of tender whichever is earlier. This refund will be authorized by the Commissioner by suitable endorsement. The Earnest Money will not be received cash or currency notes.
 - 4.1 Earnest Money will be retained in this case of the successful tenderer and will not carry any interest; it will be dealt with as provided in the tender.
- 5 The tender will remain valid for a period three calendar months from the last date for receipt of tender. The validity period can be extended further, if the contractor gives his consent in writing Specifying the period of extension.
 - 5.1. The tenderer whose tender is under consideration shall attend the Commissioner before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith, upon and intimation being given to him of acceptance of his tender, by the officer duly

authorized in his behalf under Article 290(1) of the constitution herein after called the accepting authority make security deposit of 2% of the value of contract in one of the forms prescribed in Tamil Nadu Public Works Account Code (i.e) by taking in account of the amount of Earnest Money Deposit already deposited with the tender. It would be sufficient to pay the balance amount to make up the 2% of the value of the contract for the purpose of security deposit.

- 5.2. The Security Deposit together with Earnest Money Deposit and the amount with held according to clause 64-1 of General condition to contract, shall be retained as Security for due fulfillment of contract.
- 5.3. On receipt of written communication of acceptance of tender if the tenderer fails to pay requisites Security Deposit with in the period specified in the written communication or back out from the tender or withdrawal his tender, the Earnest Money Deposit shall be forfeited to the Government.
- 5.4. If the contractor fails to carry out the contract, after paying the Security Deposit, then he will be liable for the excess expenditure if any incurred to complete the work as contemplated in the General Conditions to the contract.
- 5.5. It shall be expressly understood by the Tenderer that in receipt of written communication of acceptance of tender by the Tenderer, there emerges a valid contract between the Government of Tamil Nadu and the Tenderer, for execution of the work without any separate written agreement. Hence for this purpose, the General conditions to the contract, special conditions to the contract, Negotiation correspondences, written communications acceptance of tender etc., shall be open to the accepting authority to insist of execution of any written agreement by the tenderer, if administratively considered necessary or expedient.
6. The Tender shall examine early the Tamil Nadu Building practice and also the General conditions to contract contained therein and sign the Corporation Office copy of the Tamil Nadu Building practice and its addenda volume in token of such study before submitting his Tender unit rates, which shall be for finished work in site. He shall also carefully study the drawing and additional specifications and all the documents connected with the contract. The Tamil

Nadu Buildings practice and other connected documents with the contract such as specification, plans, descriptive specification sheet regarding materials etc., can be seen at any time between 11.00 AM and 5.00PM on all office day in the office of the Thoothukudi city Municipal Corporation.

7. The Tenderer attention is directed to the requirements for materials under the clause "Materials and Workmanship" in the General Conditions to the contract, materials confirming to the ISI standards shall be used on the work and the tenderer shall quote his rates accordingly.
8. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries and kilns etc. The best class of materials to be used on the work. In every case the materials must comply with the relevant standard specifications. Sample of materials as called for in the standard specification or as required by the Commissioner in any case shall be submitted for the Commissioner approval, before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the descriptive, specification sheet is of the opinion that materials complying with the standard or other specifications of the contract cannot be obtained in quality of sufficient quantity from the source defined in the descriptive specification sheet, he shall so state in his tender and state where from the indents, to obtain materials, subject to the approval of the Commissioner .
- 9.1. (a) The tenderer particular attention is drawn to the section and clause in the General conditions to the contract dealings with:
 - 9.1 (b) 1. Test, inspection and rejection of defective materials and work
 2. Carriage
 3. Construction plant
 4. Water and lighting
 5. Cleaning up during progress and for delivery
 6. Accidents
 7. Delays
 8. Particulars of payment
 9. The Contractor should closely peruse all the specifications clauses which govern the rates which he is tendering.
- 9.1 (c) The Government will not, however, after acceptance of contract, rate, pay any extra charges for lead or for any other reasons in case of contractor is

found later on to have misjudgment the materials available. Attention of contract or is directed to the "Generals Condition to the Contract" regarding payments of seignior age, tolls etc.,

10. A schedule of quantities accompanies this tender notice. It should be definitely understood that the Government does not accept any responsibility for the correctness of completeness of this schedule and that this schedule is liable to alterations by omissions deductions or additions at the discretion of the Commissioner, Thoothukudi city Municipal Corporation, Thoothukudi or as set forth in the conditions of Contract. The tenderer will, however, base his lump sum tender on this schedule of quantities. He should quote specific rates for each item on the schedule and the rate should be written both in words and figures and the units in words.
- 10.1 The tenderer should also show the totals of each item and the grant total of the whole contract and quote in the tender a lump sum for which he will undertake to do the whole work subject to the conditions of contract such lump sum agreeing with the total amount of schedule accompanying.
11. Tenderer offering a percentage deduction from or increase on the estimate amount, called for specifically under percentage tender system and those not submitted in proper form or in due time will be rejected.
12. The tender should work out his own rates without reference being made to the Public Works Department current schedule of rates or the Public works Department Estimate. However, in case tender called for in percentage tender system the tender should work out his own rate, but quote his percentage above or below the total estimated cost of work of the department indicated in the tender's schedule.
13. Tenderer shall quote their price for finished work accordingly. Not with standing any subsequent change in the market value for these materials, the change to the contractor remain as originally in the written contract. No centage or incidental charges will be borne by Government.
14. The attention of the tenderer is directed to the contract requirements as to the time of beginning work, the rates of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from time to time as will be

indicated by the Executive Engineer's certificate of the value of work done will be required. Date of commencement of this programme will be date on which the site (or premises) is handed over to the contractor.

PERIOD AFTER DATE OF COMMENCEMENT	PERCENTAGE OF WORK COMPLETED (BASED ON CONTRACT LEAST COST AMOUNT)
SEPARATELY ENCLOSED	

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

15. No part of the contract shall be sub-let without written permission of the Corporation Engineer, nor shall transfer be made by power of attorney, authorizing others to receive payment on the contractor's behalf.
16. If further necessary information is required the Corporation Engineer of the Corporation will furnish such but it must be clearly understood that tenders must be received in order and according to instruction
17. The Corporation Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.
18. The tenderer who are themselves not professionally qualified shall undertake to employ qualified Technical men at their cost to look after the work. The tenderer should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the Department specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technical men under him he should see that one of the Technically qualified men is always at the site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention (or) reinforced concrete work etc., (In the format below: enter or incorporate the latest norms fixed by the Government for the employment of Technical Assistants from time to time and penalty for non employment of such Technical Assistant etc.,)

Value of Contract	Qualifications and No. of Technical Assistants to be employer
Rs. 171.00 Lakhs	As per Pre Qualification

Note:

1. A penalty of Rs.2,000/- per month, for Diploma holder and Rs.5000/- per month for degree holder, be levied in case of default on the part of the Contractor in following the norms laid down above.
 2. The Employment of Technical Assistant could be based only on the value of contract
 3. Engineers with Mechanical Engineering qualification and retired from Civil Engineering department are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineering field.
 4. In case of contractor who is professionally qualified is not in a position to remain always at the site of work and to pay extra attention to such work as may demand special attention (e.g. RCC work etc.,) he should employ Technically qualified man as prescribed above
 5. It will not be in unbent on the part on the contractor to employ Technical Assistant/ Asst. when the work is kept in a balance due to valid reasons and if during such period in the opinion of the Corporation Engineer, the Employment of Technical Assistant/ Assistants is not required for the due fulfillment of the contract
20. A tenderer submitting a quotation which the tender accepting authority consider excessive and /or indicating of the insufficient knowledge of current prices or definite attempt to profiteering will render himself liable to debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price purchaser, under the provision of clause 39 hearing the profiteering prevention ordinance 1843 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
21. The contractor should after employment to ex-today tapper as for as possible. The number of etude tappers to whom he can so after employment should

mentioned in the tender and he should undertake in the agreement to officer such employment to such number

22. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issue there under from time to time. If he fails to do so, his failure will be a breach of the contract and the competent authority, may at his description, cancel the contract or invoke any of the penalties for the breach of contract provided in the conditions of agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act, contractor shall, during the currency of the contract ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training / State apprenticeship adviser, Tamil Nadu The contractor shall train them as required under the apprentice Act 1961 for all obligations of the employer under the said Act including the liability to make payment to the apprentices as required under the said Act.

Value of Contract	Category	No. to be appointed
Rs.1 Lakh and upto Rs.3.00 Lakhs	1. Buildings Constructor	1
	2. Brick layer	1
Rs. above 3.00 lakhs and Upto 10.00 lakhs	1. Buildings Constructor	1
	2. Brick layer	1
	3. Diploma in Civil Engineering	1
Rs. above 10.00 lakhs	1. Buildings Constructor	1
	2. Brick layer	1
	3. B.E. (Civil) or Equivalent Degree	1

"Unless the Contractor has been exempted from engagement of apprentices by the Director of Employment and Training/ State Apprenticeship advisor, a certificate to the effect that" the contractor had discharged is obligation under the said Act, satisfactorily should be obtained from the Director of Employment and training / State Apprenticeship Adviser and the same should be produced by the Contractor for final payment in the Settlement of Contract.

23. In case of Contract for construction of buildings either permanent or semi permanent buildings, a sum equivalent to 2 ½" of the value of work done will

be retained with the Government for a period two year reckoned from the date of completion of the work in order to enable to Departmental Officers to watch the effect of all seasons on the work by the contractor. The amount so retained with the Government for a period of one year reckoned from the date of completion of the work in order to enable to Departmental Officers to watch the effect of all seasons on the work by the Contractor. The amount so retained with the Government will be refunded only on the expiry of one year period referred to above and on execution of Indemnity bond by the contractor for four years shall be liable to set right all defects arising out his faulty execution or substandard work notice during the above five years period at his cost.

The Contractor shall not employ the child labourers/ Labourers below age of 12 years and shell also note that they must offer employment to Ex-Servicemen, Ex-today tappers and employ agriculture labourers as for as possible. The work contract assigned to the Contractor's shell be cancelled, If they engage child labourers in executing works and such contractor should be black listed for three years.

Dated

To

For and on the behalf of Thoothukudi Municipal Council,

By the Commissioner, Thoothukudi city Municipal Corporation
Sir,

I/We do hereby tender and if this tender be accepted under take to execute the following works viz., as shown in the drawings and described in the specification prescribed in the office of Commissioner , Thoothukudi city Municipal Corporation, Thoothukudi with such variation by way of alternations or additions to had omission from the said works and method of payment as are provided for in the Conditions of contractor for the sum of Rs.175.00Lakhs. (Rupees One Crore and Ten lakh Only) or such other sums as may be arrived at under the clause of the General conditions to the contractor relating to payment on lump sum basis or by fine measurements at unit prices.

2.1. I /We have also completed the priced list of items in schedule 'A' annexure (in words and figures) for which I /We agree to execute the work and receive

payment on measured quantities as per the General conditions to the contract.

3.1. I /We do hereby distinctly and expressly declare and acknowledge that before the submission of my or our tender I /We have carefully followed the instruction in the tender notice and have read the Tamil Nadu Buildings practice addenda volume and general condition of the contract and that I / We have made such examination of the contract document and of the plans specifications quantities and of the location, where the said work to be done, and such investigation of work required to be done and in regard to the materials required to be furnished as to enable me us/to their understand the intention of same and the requirement covenants, stipulations and restriction contained in the contract and in the said plane and specifications, and distinctly agree that I /We will not thereafter make any claim or demand up to the Government based upon or arising out of any alleged misunderstandings or misconception or mistake on by /our part of the said requirements convents, stipulations restrictions and conditions.

4. I /We enclose an Income Tax verification certificate

I/We being registered Public Works Department Contractor.

I /We have already produced an Income Tax verification Certificate during the current calendar year in respect of (here particulars of the previous occasions on which the certificate was produced should be given. The legal address of the Contractor for service of all letters and notices will be as follows;

4. (i) I/We enclose herewith a Challan for the payment

as Earnest Money not to hear
interest.

5. (i) (b) I/We have paid Rs. (Rupees

only) as and eligible to pay the EMD at concessional rates

Against at EMD of Rs. (Rupees
only)

5. (i) (c) In lieu of cash deposits I / We have enclosed a bearing No.

Dated issued for a value of Rs.
(Rupees only)

Drawn/endorsed/ pledged in favour of the Commissioner , Thoothukudi city
Municipal Corporation,

6. (i) I am / We are on and hence excepted from payment of EMD If my/ out tender is not accepted this sum shall be returned to me /us on my / our applications when intimation is sent to me / us of rejection or at the expiration of three months from the date of this tender, whichever is earlier. If my / our tender is accepted the Earnest Money shall be retained by the Government as Security Deposit for the due fulfillment of contract. If upon intimation being given to me /Us/ by the authority authorized by the Governor under Article 299(i) of the constitution hereinafter called the "Accepting Authority" of acceptance of Tender. I /We fail to be making the additional Security Deposit then I / We agree to forfeiture of E.M.D. Any notice required to be served on me/us personally or forwarded me /us by post (registered or ordinary) or left at my /our address given herein. Such notice shall if sent by post be deemed to have been served on my/Us at the time when in due course of post it would be delivered at the address to which this sent.
7. I/We fully understand that on receipt of communication of acceptance of tender from the accepting authority, there emerges a valid contract between me/us and the Governor of Tamil Nadu Valid and the Tender documents/i.e tender notice, tender conditions schedule, General conditions to the control and special conditions of the tender, Negotiation letters, communication of acceptance of tenders shall constitute the contract for this purpose and be the foundation of rights of both the parties as defined in clause (iv) of tender Notice, provided that if shall be open to the accepting authority to insist on execution of any written agreement by tenderer, if administratively considered necessary or expedient.
8. I/We have also signed the copy of the Tamil Nadu building practice and addend volume there to maintain in the Corporation Office, in acknowledgement of being bound by all conditions of the clauses of the General conditions to the contract and all specification for items of work described by the specifications number in schedule.
9. On consideration of the payment of Rupees or such other sum as /may be arrived at under the clause of the General conditions to the contract, relating

to payment on lump sum basis or by final measurement at unit prices. I /We agree subject to said conditions to execute and complete the works shown upon the drawing specially from number 1 to inclusive (Schedule B) of probable quantities shown (Schedule A) with such variation by way of addition to or alterations, deduction from the said work and method of payment there for as are provided for in the said conditions.

- 10.1. The term Commissioner in the said conditions shall mean the Municipality officer in charge of the Divisions having jurisdiction for the time being over the work who shall be competent to exercise all the powers and privileges reserved herein favour of the Government with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under Article 299 (1) of the constitution.
11. I /We agree that the time shall be considered as the essence of this contract and to commence the work as soon as this contract is accepted by the competent authority as defined by the Thoothukudi, code and the site (or premises) is handed over to me/us provided for in the said conditions and agree to complete the work within **Six (6)** months from the date of such handing over to the site(or premises) and to show progress as defined in the tabular statement "Rate of progress" subject Nevertheless to the provision for extension of time contained in clause 56 of the General condition to the contract appended to the Tamil Nadu building practice.
12. I /We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of the Commissioner the Security Deposited by me/ us herein before recited or such portion therefore as I/ We may be entitled to under the said condition be paid back to me/ us provided to clause 64 of the General condition to the contract.
13. I / We are professionally qualified and my our qualifications are as follows;
I /We in pursuance of clause 18 of tender notice undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works as may require special attention (e.g) reinforced cement concrete.

ANNEXURE AT TENDER NOTICE- SCHEDULE 'A'

SCHEDULE FP RATES AND APPROXIMATES QUANTITIES

- a) The quantities here given are these which the least cost tender cost of the work is based but they are subject to alterations, omissions, deduction or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rate noted below are these governing payment of extras or deductions for omissions according to the conditions or the contract as set forth in the General conditions or specifications of this contract.
- b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawing or as may be ordered from, time to time by the Commissioner and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary and contingent Works connected there with. The rates quoted are for works in site and complete in every respect.

Item No.	Probable Quantity Figures and in words	Description of work	TNBP No.	Rate in figures and words		Unit	Amount
				Figures	Words		

The Municipality of this (i.e) column 3 is for entering description of works such as numbers, cubic metre, kg etc.,
LIST OF DRAWINGS

SUPPLEMENTAL

Note: All Drawings to be signed by the Contractor as Well as the officer entering into the contract		As referred to in the specification including The General condition to the contract of Tamil Nadu building practice.
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Sl.No	Drawing No.	Description	Sl.No.	Drawing No.	Description	Date on which The drawing was supplied.
1	2	3	4	5	6	7

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

1. The contractors shall employ the following Technical staff for supervising the work and shall see that one of them is always at site during working hours, personally checking all items of work and paying extra attention to which works as may demand special attention (e.g) Reinforced cement concrete work etc.,

Name of the Member of the Technical Qualification	Staff to be employer
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Note: In case the contractor is himself professionally qualified the above specification should be suitably altered and in case in which the contractor selected has not given as undertaking to employs qualified men it should be scored out.

Note: Additional specification if any, which have to be entered in Schedule 'C' should be entered below items (1) above and numbered continuously.

ADDITIONAL CONDITIONS

EMPLOYMENT OF TECHNICAL ASSISTANTS

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

VALUE OF CONTRACT

EMPLOYMENT OF TECHNICAL PERSONNEL

- | | |
|--|--|
| 1. From one to Rs.5.00 lakhs | 1. One Diploma Holder in Civil Engineering
(OR)
2. Not less than one retired Junior Engineer |
| 2. From Rs.5.00 lakhs to Rs.10.00 lakhs | 1. One B.E., (Civil) (OR)
2. Equivalent Degree Holder (OR)
3. Not less than one retired sub-Corporation Officer.AEE / ADE (OR)
4. One Diploma Holder with three years experience. |
| 3. From Rs.10.00 lakhs to Rs.25.00 lakhs | 1. One B.E., (Civil) with 3 years experience plus One Diploma Holder in Civil Engineering (OR)
2. Equivalent Degree Holder with 3 years experience plus One Diploma Holder in Civil Engineering (OR)
3. Not less than one retired sub- |

Corporation Officer plus One Diploma Holder in Civil Engineering
(OR)

4. Two Diploma Holders in Civil Engineering with 3 and 5 years experience respectively.

4. From Rs.25.00 lakhs to Rs.50.00 lakhs
1. One B.E. (Civil) with 3 years experience plus two Diploma Holder in Civil Engineering (OR)
 2. One B.E., (Civil) with 3 years experience plus Two retired Junior Engineers. (OR)
 3. Equivalent Degree Holder with 3 years experience plus Two Diploma Holder in Civil Engineering Or Two retired Junior Engineers (OR)
 4. One retired Sub-Corporation Officer (AEE or ADE plus Two Diploma Holders in Civil Engineering or and retired SDO (AEE or ADE) plus Two retired Junior Engineers.

5. Above Rs.50.00 lakhs
1. To be examined in individual cases depending upon the nature of work and Technical skill involved and defined in the tender notice regarding the No. of qualified Technical personnel to be employed by the contractor.

6. A penalty of Rs.2, 000/- PM for Diploma Holder and Rs.5000/-P.M. for Degree Holder is levied in case of default on the part of contractors in the norms mentioned above.

7. The employment of Technical Assistance should be based only on the value of contract. Engineers with Mechanical Engineering qualification and retired from Civil Engineering Departments and also suitable to supervise the Civil Engineering works because of their Experience in Civil Engineering field.
8. It will not be incumbent on the part of the Contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and if during such period on the opinion of the Corporation Engineer. The Employment of Technical Assistants are required for the due, fulfillment of the Contract.
9. A movement register should be opened and maintained for Technical Assistants employed by the Contractor or for the Technical or qualified contractor. The Technical Assistant or Technically qualified contractor may be noted their arrival and the departure timings every day along with their initials. Such Register should be produced during inspection of the Inspecting Officer.
10. Without prejudice to the Generosity of the above clause the Contractor shall during the currency of the contract, when called upon the Engineer-in-charge engaged and also ensure engagement by the sub contractors and other employed the contractor in connection with the work, such number of apprentices in the category and for such period as may be required by the Engineer in charge. The contractors shall train them as required under the Apprentices Act. 1961 and the Rules made there under and shall be responsible for all obligations of the employer under the said act including the liability to make payments to apprentice as required under said Act.

On evaluation of Tender if it is found that it the overall quoted amount of the Tender is less than 5 to 15% of the value put to tender, the contractor shall pay an additional security at 2% of the estimated value. If the tender discount exceeds 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimate amount, failure to furnish the Additional Security Deposit within 15 days from the date of receipt of acceptance order and execute the agreement shall entail cancellation of award of contract and forfeiture of EMD furnished.

SPECIAL CONDITION OF CONTRACT

SALE TAX DEDUCTION IN THE BILL

As per section 7 F of the Tamil Nadu Act of 1999 with effect from 10-6-99 deduction of Sales Tax at source in respect of works contracts -every persons responsible for paying any sum to any dealer for execution of work contract shall at the time of payment of such sum deduct " TWO PERCENT " in respect of Civil Works and 'FOUR PERCENT' in respect of all other works contracts from the Total amount payable of such dealer and the amount so deducting shall be deposited to the assessing officer concerned within 7 days.

SPECIAL CONDITIONS FOR CEMENT AND STEEL

CEMENT

The Contractor makes his own arrangements to procure of cement to required specification for the works

- a) Contractor shall procure cement required for the works only from the reputed cement factories (Main produce of their authorized agents) Manufacturing cement (ISI Standards) acceptable by the Corporation Engineer. The contractor shall furnish to the Commissioner bill of payment and certificate issued by the manufactures of their authorized agents to authenticate procurement of quality cement from the approved cement factory. The contractor has made his own arrangements for safe package and adequate storage of cement.
- b) The contractor shall procure cement in standard packing of 50 Kg. per bag from authorized manufactures, the contractor shall make necessary arrangements for actual weighment of random sample from the valuable stock and shall confirm with the specification laid down by the ISI
- c) Cement shall be got tested for all the tests atleast one month advance before use of cement bags brought and kept at site godown. The cement shall be tested as and when required by the departmental officers in Corporation laboratories or any other laboratories as directed

by the Commissioner. The cost of testing charges shall borne by the contractor. Separate payment need not be made to the contractor for testing the cement.

- d) The use of admixtures and agents shall be made as per the directions of the Commissioner. The cost of centage storing stocking, handling, batching, and building shall be borne by the contractor.
- e) The contractor should store the cement 60 days requirement atleast one month in advance to ensure the quantity of cement so brought to site and shall for with remove the same without the written permission of the Corporation Engineer.
- f) The contractor shall forth with remove the cement from the work site, any cement that the field officer of Corporation may disallow for us on account of failure to meet the required quality and standard.
- g) The contractor shall have to construct sheds storing cement having capacity not lower than the cement required for 90 days use at approved locations. The field officers of Corporation shall have free access to such stores at all times.
- h) The contractor shall further at all times satisfy the Engineers and or production of proofs and tools by submission on of returns and other proofs as directed that the cement is being used as an approved by the Commissioner for the purpose and the contractor shall at all taxes, keep his records up to date to enable the Commissioner to apply such checks as may be desired.
- i) Cement which has been unduly long in storage with the contractor on alternatively has Deterioration due to inadequate storage and thus became unfit for use on works will be rejected by the department officers and on claim will be entertained. The contractor shall forth with remove from the work site any cement the Corporation Engineer may disallow for use on works and replace it by cement complain with the relevant Indian Standards.

STEEL:

The contractor shall provide mild steel RTS Steel bars at their own cost. High yield strength deformed bars, rods and structural steel etc., required for the works only from the main and secondary produced manufacturing steel or their authorized agents to prescribed specification of Indian standards require marks and acceptable to Commissioner. Necessary ISI test certificates are to be produced to Corporation Engineer before use on works. The cost forwards the test shall be contractor own cost, the testing of rods shall be done by the contractor in any of the PWD laboratories or any other laboratories at directed by the Commissioner. The diameter and weight of size shall be as per standard steel tables.

BILL OF QUANTITIES

GENERAL CONDITIONS OF CONTRACT

A PREFACE

Intent and reference to Tamil Nadu Building Practice

1. It is intended by this Tamil Nadu Practice to describe.

(a) the character of the materials to be used;

(b) the method of execution of work and

(c) the contractor's responsibilities to the Public, Government and his workmen and general contract conditions which are to be accepted by every contractor who executes work entrusted to him by the Department.

1.2. Wherever the term "Standard Specifications" or "Specifications" or to the abbreviation T.N.B.P. No: or TNBP is used in the specifications or in estimates or contract documents, it shall refer to the relevant, specification in the Tamil Nadu Building Practice.

3. The. Abbreviation "I.S." shall mean "Indian Standard-".

2. Applicability of the Tamil Nadu Building Practice.

2.1. It shall be-unnecessary to include in any contract documents a specification for any item of work which is defined in the tender notice or in the contract schedule of work to be done by a Tamil Nadu Building Practice number (TNBP No.) The fact that the item Is defined as specification, shall mean that the contractor is to execute the work according at such specification modified as may be necessary by an addendum specification for that particular item of work. In the absence of specification for any work or material in the T.N.B.P. such. work should carried out in accordance with the instruction given by the Corporation Engineer.

2.2. THESE GENERAL CONDITIONS OF CONTRACT SHALL APPLY TO ALL AGREEMENTS ENTERED INTO BY CONTRACTORS WITH THE COMMISSIONER , THOOTHUKUDI CITY MUNICIPAL CORPORATION etc and shall form an inseparable condition of contract, and it shall not be necessary to append a copy of the same to the agreement.

3. Contractor to sign in the Division (or the sub-Divisional) copy of the T.N.B.P.

3.1. Every contractor who executes work for the Public Works Department or the Highways Board and Rural Works Department shall carefully study the schedule for work to be done and his drawings, obligation under the "General Conditions of Contract" which apply to all agreements, and he shall sign in the Corporation ity coy of the T.N.B.P. (or the Sub-Divisional copy if so arranged by the Corporation Engineer) as evidence that be understands clearly the conditions of contract governing his agreement and accepts the same.

3.2. It shall not be necessary for the contractors to sign the Corporation it's copy of the T.N.B.P. for every contract awarded to him, but his signature therein will be evidence that the accepts the conditions of contract (which include the standard specifications) as detailed in the T.N.B.P. for every contract into which he enters. It shall also be the contractor's responsibility by frequent perusal of the Corporation it's copy to become conversant with sanctioned alterations or additions made to the T.N.B.P. as soon as they are made. A separate volume of addenda to the T.N.B.P. will be maintained

in the Corporation it's as the case may be in which will be entered all sanctioned corrections and additions. This must also be studied and signed by every contractor before executing an agreement. Interleaving correction slips will not be made for his purpose. The contractor should purchase copy of, the T.N.B.P. for his reference while executing work.

4. Sub-specifications:

4.1 Works of similar nature having many common clauses in their specification are grouped under one specification number with a "General" preface thereto, and the sub-specification are therefore given an alphabetical affix.

5. Additions and alterations to the T.N.B.P.

5.1 Additions and alterations to the T.N.B.P. will be incorporated in the addenda volume as authorised by the Chief Engineer.

6. Powers of Corporation Engineers to supplement or alter the T.N.B.P.

6.1 Corporation Engineer may alter the specification for any particular which is within their respective powers of sanction, when such alteration is found necessary by attachment of a correction sheet to the contract form, bearing the T.N.B.P. Number, the corrections and the signature of the Corporation Engineer as the case may be, together with the signature of the contractor. Similarly additional specifications, for items for which there are no standard specifications will be made by attachment to the contract documents of addendum specifications sheet bearing the signature of the Corporation Engineer as the case may be and the signature of the contractor.

A.I. DEFINITIONS AND INTERPRETATIONS.

7. Definition of terms:

7.1. Wherever the words and expression defined in this clause or pronouns used in their status occur in contract documents which includes the T.N.B.P, they shall have the meanings hereby assigned to them except where the context otherwise requires:

(a) "Corporation Engineer" means the Corporation Engineer for the time being in charge of the concerned work under execution or such other departmental assistants or subordinates to whom the Corporation Engineer may have delegated certain duties, acting severally within the scope of the particular duty entrusted to them.

(b) No delegation by Corporation Engineer which affects agreements. It is however, to be distinctly understood that the Corporation Engineer or the higher authority who is vested with the powers of acceptance of the particular agreement under reference will make no delegation of powers to such assistants or subordinates which in any affects the agreement and its contract condition when such agreement is to be or has been accepted by the "Corporation Engineer" or by the other higher authority respectively- The duties of such assistants or subordinates will be solely duties of supervision to ensure compliance with contract conditions.

(c) "Contractor" means the particulars persons, firm or corporation with whom an agreement has been made by the Corporation Engineer or higher authority as the case be, for executing work defined in the concerned agreement, and for purposes of instructions regarding compliance with contract conditions, it shall include the contractor's authorized agent, who is maintained on the work by the contractor.

(d) Works or work means the works by or by virtue of the contractor contracted to be executed whether temporary or permanent and whether original, altered substituted or carriage or additional or connected, with the supply repairs or carriage of tools and plant and supply or manufacture of other stores.'

7.2. Words importing the singular only also include the plural and vice-versa where the context requires.

8. Evidence of experience -Tenderer shall, if required, present satisfactory evidence to the Corporation Engineer that they have been regularly engaged in constructing such works, as the proposed 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 T.N.B.P. and the other specifications for the particular work If tendered for, in the event of their tender being accepted,

9. Legal address Notices:

9.1 Tenderers should give in their tender their place of residence and postal address. The delivering at the above named place or posting in a post box regularly maintained by the Post Office Department or sending by loiter registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor is writing as maybe changed at any time by an instrument executed by the contractor, and delivered to the Corporation Engineer.

9.2. Nothing contained in the agreement and his contract conditions shall be deemed to prejudice render inoperative the service of any notice, letter or other communications upon the contractor personally.

B. STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE - A

10.1 The quantities mentioned in tender notices and in agreement schedule A are worked out from the relevant drawings in office and may or may not be the actual required for execution. The Corporation Engineer does not expressly or by implication agrees that the actual amount of work to be done will correspond therewith but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.

10.2 Tenderer must satisfy themselves by a personal examination of the site of the proposed work by examination of the plans and specifications and by other means as they prefer as to the accuracy and sufficiency of the statement of quantities and all conditions affecting the work and shall not any time after the submission of their tender, dispute or complain of such statement of quantities or assert, that there was any misunderstanding in regard to the nature or amount of the work to be done nor in consequences apply for extension of time for completion beyond the agreement date.

11. Approximate not to mean deviation from drawings and specifications:

11.1. This declaration of the approximate nature of the statement of quantities in Schedule. A does not, however, in any way imply that the quantities will be increased for departure by the contractor from strict compliance with sanctioned drawings and specifications to suit his own convenience or reduce his costs.

12. To compare tenders:

12.1. The quantities in Schedule A are given for a uniform comparison of lump-sum tenders.

C. DRAWINGS AND SPECIFICATIONS

13. Purpose:

13.1. The contract drawings if any, read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type and class of materials to be used.

14. Conformance:

14.1. The works shall be carried out in accordance with the drawings and specifications which form part of the contract and in accordance with the details and instructions, supplementing or explaining the same as may from time to time be given by the Corporation Engineer.

14.2. If the work shown on any such further drawings or details, or other work necessary to comply with any such instructions, directions or explanations be in the opinion of the contractor, of a nature which the schedule rate in the contract does not legitimately cover he shall before proceeding with such work, give notice in writing to this effect to the Corporation Engineer. In the event of the Corporation Engineer and contractor failing to agree as to whether or not there is any excess rate to be fixed and the Corporation Engineer deciding that the contractor is to carry out the said work, the contractor shall accordingly do so, and the question whether or not there is any excess and if so the amount there of, shall failing agreement, be settled by an arbitrator as provided in the arbitration clause, unless the subject is one which is left to the sole discretion of the Corporation Engineer under the clauses of these conditions of contract and the contractor shall be paid accordingly.

14.3. It shall be the responsibility of the contractor to give timely notice to the Corporation Engineer regarding anything shown on the drawings and not mentioned in the specification, or mentioned in the specifications and not shown in the drawings or any error or discrepancy" drawings or specifications and obtain his orders thereon. Figure dimensions are to be taken and not those obtained from scaling the drawings. In any discrepancy between drawings and specifications, the latter shall prevail. In any such cases or in case any feature of the work is not fully described and set forth with the drawings and specifications the contractor shall forthwith apply to the Corporation Engineer for such further instructions, drawings or specifications as he requires it, being understood that the subject to be dealt with under the building procedure of best modern practice. The Corporation Engineer will furnish the further instructions, drawings or specifications if in his opinion; they are required by competent workmen, for the proper execution of the work.

15. Variations by way of modifications omission or additions.

15.1. For all modifications, omissions from or additions to the drawings and specifications, the Corporation Engineer will issue revised plans, or written instructions or both, and no modifications, omissions or additions shall be made unless or authorized and directed by the Corporation Engineer in writing.

15.2. The Corporation Engineer shall have the privilege of ordering modifications, omissions or additions at any time before the completion of the work and such orders shall not operate to annul these portions of the specifications with which said changes do not conflict.

15.3. The contractor shall submit to the Corporation Engineer a statement giving details of the claims for any additional work with 30 days of the order of the work and no claim for any such work will be considered which has not been included in the statement.

16. Copies of drawings and specifications:

16.1. One copy of the available drawings and specifications (apart from the T.N.B.P. a copy of reference) shall be furnished free of cost to the contractor for his own use. Such copies and copies of supplementary details furnished by the Corporation Engineer shall be kept by the contractor on the work until the completion thereof, and the Corporation Engineer shall at all times have access to them.

17. Signed drawings -No authority to the contractor.

17.1. No signed drawing shall be taken as in itself and order for variation, unless either is it entered in the agreement schedule of drawings under proper attestation of the contractor and the Corporation Engineer, or unless it has been sent to the contractor by the Corporation Engineer, with a covering letter confirming that the drawing is an authority for variation of the contract under reference.

D. MATERIALS AND WORKMANSHIP

18. To be the best quality:

18.1. All materials, articles and workmanship shall be the best of their respective kind for the class of work described in the contract specification and schedule, materials being obtained from sources approved by the Corporation Engineer. The word "best" as used in these specifications shall mean, that in the opinion of the Corporation Engineer there is no other superior quality of materials or finish of articles on the market and that there is no better class of workmanship available for the nature of the particular item described in the contract schedule. The contractor shall, upon the request of the Corporation Engineer, furnish him with the vouchers to prove that the materials are such as are specified.

18.2. Samples of materials shall be furnished at the contractor's expenses to the Corporation Engineer when called for in the tender notice or ordered to be furnished by the Corporation Engineer prior to execution of any work.

19. Conventions for proportions:

19.1. Wherever the proportions are written by figures without further description and where the meaning is otherwise clear as to which figure is intended to apply to each material, then the usual conventions will be understood to apply to each material then the usual conventions will be understood to apply.

For example:

1.2. Means 1 lime (or cement in accordance with the context) and 2 sand;

1.2.4. Means 1 lime (or cement in accordance with the context) 2 sand and 4 broken stone (or other aggregate in accordance with the context).

20. Measurement and mixing:

20.1. In the case of loose materials such as lime sand, cement, broken stone, surki, mortar, etc the proportions demanded by the specifications must be measured in properly constructed measuring boxes or weighed or in such other manner as shall be instructed by the Corporation Engineer.

Measurement is not to be done in loose heaps when intimate mixtures such as mortar, concrete, etc., are to be formed. The mixing must always be done on closely constructed platforms. So that there will be no leakage of any of the materials through the floor of the platform and also that no foreign materials can be incorporated during the mixing. These platforms must be approved by the Corporation Engineer. The cost of such measuring boxes and platforms and all the work referred to herein shall be borne by the contractor.

21. Data:

21.1. The materials and labour utilized in the execution of work by the contractor shall not be less than that given in the Tamil Nadu P.W.D. Standard Data for the relevant item.

NOTE: In case the contractor considers that the materials and labour provided in the T.N.P.W.D. standard data for the execution of particular items of work are in excess, the contractor may furnish detailed data for such items along with tender with reason for variations from P.W.D. Standard Data.

22. Layout of materials stocks:

22.1. The contractor shall deposit materials for the purpose of the work on such parts only on the ground as may be approved by the Corporation Engineer. He shall submit for the approval of the Corporation Engineer before starting work, a detailed site survey clearly indicating positions and areas where materials shall be stacked and sheds built.

23. Source of purchase of materials and stores

23.1 The Corporation Engineer shall, during the progress of the work, have power to cause the contractor to purchase and use such materials or supplies from Government brick fields, stores or other sources as may be specified in the contract for the purposes therein specified.

2.4 Contractor liable for materials supplied by Government.

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

24.2. If at any time subsequent to the execution of the agreement Government materials other than those specified in the Agreement are to be supplied to the contractor for use on the work they will be charged at the market value prevailing at the time of supply or stock issue rate whichever is greater. The contractor will be informed in writing the rate which he demands for finished work in view of the fact that he is to use Government materials.

24.4. Storage charges:

24.4. Govt. do not undertake to take over from contractors whether before or after the completion or determination of contract surplus materials which were originally procured by the contractors themselves or were issued to them and charged to their accounts. Such materials are the property of the contractor and can be taken over by Govt. if required for use on the works in progress only by special arrangement at the prevailing market rates viz., the rate at which the article or articles of a similar description can be procured at a given time at the stores Godown from public market suitable to the division for obtaining a supply therefore of the materials were originally supplied by the Govt.

Price allowed to the contractors on requisition should not exceed the amount charged to the contractors excluding the element of storage charges if any. Contractors are however not at liberty to remove from the site of work, without the written permission of the Commissioner, materials, which have been issued to them for use on works.

25. Test inspection and rejection of defective materials and works:-

- 25.1. The contractor shall provide proper facilities at all for the testing of materials and inspection of the work by the Corporation Engineer, and the Corporation Engineer shall accordingly also have access at all times to the places of storage or manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.
- 25.2. The contractor shall, upon demand, also forward for the Corporation Engineer's inspection, test certificate supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which such certificates are usually available.
- 25.3. The Corporation Engineer shall have power to reject at any stage, any work which he considers to be defective in quality of material or workmanship and he shall not be debarred from rejecting rough materials by reasons of his having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with the drawings and specifications, shall be taken down and removed from the work site at the contractor's expense, within 24 hours after written instructions to that effect have been given by the Corporation Engineer. Replacement shall at once be made in accordance with the specifications and drawings at the contractor's expense.
- 25.4. In case of default on the part of the contractor to carry out such orders the Corporation Engineer shall have power to employ and pay. Other persons to carry out the orders at the contractor's risk and all expenses consequent thereon and incidental thereto shall be borne by the contractor.
- 25.5. In lieu of rejecting work not done in accordance with the contract, the Corporation Engineer may allow such work to remain and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable.
- 25.6. Works opened for inspection The Contractor shall at the request of the Corporation Engineer within such time as the Corporation Engineer shall name open for inspection any work covered up; and should the contractor refuse or neglect to comply with such a request, the Corporation Engineer may employ other workmen to open up the same. If the said work has been covered up in contravention of the Corporation Engineer's instructions or if on being opened up, it be found not in accordance with drawing and specifications of the written instructions of the Corporation Engineer the expenses of opening it and covering it up again, whether done by the contractor or such other workmen, shall be borne by or recovered from the contractors. If the work has not been covered up in contravention of such instructions or if on being opened up it be found i.e. to be in accordance with the drawings and specifications or the written instructions of the Corporation Engineer, the expenses aforesaid shall be borne by Government and shall be added to the contract sum. provided always that in the case of foundations, or any other urgent works so opened up and requiring immediate

attention the Corporation Engineer shall, within reasonable time after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection there of to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover up the same, and shall not be required to open it up again inspection except at the expense of Government.

26. Defects, shrinkages, etc., after completion.

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

26.1. (A) The shrinkage period of six months referred to in main clause 26.1 above will be five years in respect of all contracts for construction of original buildings either semi-permanent or permanent to ensure structural stability of the building.

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26.2. Provided that in the event of Government taking over portions of the works as and when they are completed the liability of the contractor under this clause shall extend to a period of years from the date of final taking over of the work irrespective of the actual dates on which portions the works were taken over,

27. Corporation Engineer's decision:

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

28. Dismissal of Workmen:

28.1. The contractor shall employ in and about execution of the works only such persons as are careful, skilled and experience in their several trades and callings and the Corporation 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 workshops in the opinion of the Corporation Engineer misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shell not be again employed upon the works without the permission of the Corporation Engineer.

D.1. GENERAL OBLIBATIONS

29. Contractor's maistri or agent and contractor's staff:

29. 1. The contractor shall in his own absence keep constantly on the works a competent mastery or agent and any directions or explanations given by the Corporation Engineer or his representatives to suet" mastery or agent shall be held to have been given to the contractor.

29.2. The contractor shall further provide all staff which necessary for the proper supervision, execution and measurement of the work to ensure full compliance with the term of the contract.

30. Government masteries or agents:

30.1. The Government may be represented on the work by an agent clerk of the works, or mastery who is not borne on the Official or officers and subordinates of the Regional Executiveity. He (if appointed) shall, in the absence of the Corporation Engineer, furnish the contractor with the Corporation Engineer's or his representative's instructions of the works and the contractor shall duly comply with such instructions and directions and shall on the written requisition of the mastery Clerk of works or agent, stay the-further progress of any portion of the works which in his judgment is being constructed with unsound or improper mastery or workmanship, until the opinion and determination of the Corporation Engineer shall be obtained thereon, but such mastery, clerk of works or agent is to have no power whether to order any extra works or deviation from the specification and drawings.

E. INCLUDED IN CONTRACT RATES

31. Defining contract schedule rates:

31.1. The rate entered in a contract schedule for any class of work shall be for finished work in site and shall include all contingent expenses whether direct construction expense involved in the building in place in accordance with the drawings and specifications or whether they be expenses imposed by an outside authority such as a local body. Such contingent expenses snail not entitles the contractor to claim an extra in respect thereof.

32. CARRIAGE.

32.1. Rate's for finished work shall always include the cost of conveyance and all leads, lifts, loading, unloading and stacking in the manner and at the place ordered by the officer in immediate charge of the work, unless circumstances necessitate provisions for a separate schedule item, in which class such will be specified in the tender notice or schedule.

32.2. Wherever the term "Carriage" or "Conveyance" is used in a schedule item, it shall in the absence of other schedule provisions or modifying description, in the specification, be taken to include all leads, lifts, loading, unloading and stacking in uniform stocks to the satisfaction of the Corporation Engineer with careful attention to close packing in casa of materials which are to be measured in stacks as a basis of payment for finished work.

NOTE- 1. In the case of important leads and lifts as may occur in river conservancy and other such works, where lifts over flood banks and long leads may be involved, it is usual to make separate schedule item provision with a specification defining the exact work to be done for each tendered rate.

NOTE - 2. Payment for carriage will originally be by bulk or weight at a rate between specified places and on the basis of the method adopted in the standard schedule of rates for carriage of materials.

The distances will be measured by the nearest practicable and cheapest routes, whether metalled or unmetalled road or cart track.

32.3 when carts or vehicles of any sort are engaged by the day, the quantity of materials to be conveyed, the distance to be travelled and the number of trips to be made shall, if he considers necessary be fixed by the Corporation Engineer.

32.4. The contractor is responsible for making good all loss in transporting materials entrusted to him or his agents, whether caused by wastage, breakage, theft or any other cause.

32.5. No payment shall in any case be made on the return trips with carts. Where there are loads also for the return trips the agreement rates should allow for the reduced cost thereby on each set of materials so conveyed,

33. Construction plant.

33.1. The contractor shall include in his tendered price and shall provide and install all necessary construction plant and shall use such methods and appliances for the performances the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which, in the opinion of the Corporation Engineer will ensure the completion of the work within the time specified. If at any time before the commencement, during the progress of the work or any part of it such methods or appliances appear to the Corporation Engineer to be insufficient or inappropriate for securing the quality of the work required or the said rates of progress. he may order the contractors to increase their efficiency or to improve their character, and the contractor shall comply with such orders, but the failure of the Corporation Engineer to demand such increase of efficiency or improvement shall not relieve the contractor from his obligation to secure the quality of work and the rate of progress required by the contract and the contractor alone shall be responsible for the efficiency and safety of his plant, appliances and methods.

33.2. It is however open to the Corporation Engineer to lend or supply to the contractor any tools, implement materials and machinery that the Corporation Engineer may consider desirable but for any such tools, implements materials and machinery that: may be lent or supplied to contractor by Government the contractor shall may be so lent or hired to the contractor shall be the Regional Executive Engineer before the final bill or work is paid and any shortage or damage shall be such rate as may be determined by the Regional Executive Engineer after making such allowance as he may consider suitable for fair wear and tear.

34. Scaffolding instructions:

34.1. All requisite scaffolding shall be provided at the contractor's expense and shall be double, 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 Corporation Engineer may issue to ensure safety. The contractor will be entirely responsible for any damage or injuries to persons or property resulting from ill erected scaffolding, defective ladders, or otherwise arising out of his default in this respect. The contractor's attention is also invited to the "safety code".

35. Temporary structure:

35.1. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places and in a manner approved by the Corporation Engineer for keeping materials under cover. The contractor shall also provide and maintain at his own expenses such temporary fences, guards, bridges and roads as may be necessary for the execution of his contract work or for safeguarding or accommodating the public if the Corporation Engineer shall order any departure he shall comply with such orders as the Corporation Engineer may issue to safeguard or accommodate the public, sheds for housing workmen shall be provided at the contractor's expenses if, in the opinion of the Corporation Engineer, such are necessary or desirable.

36. Water and lighting

36.1. The contractor shall pay all teas and provide water and light as required from Regional Executive mains or other sources and shall pay all charges therefore (including storage tanks, meters, etc.) for the use of the work and workmen unless otherwise arranged and decided on, in writing with the Corporation Engineer. The water for the works shall be, so far as practicable, free from earthy vegetable, or organic matter and from salts or other substances likely to interfere with the setting mortar otherwise prove harmful to the work

37. Sun protection keeping dry and pumping

37.1. The contractor shall at his own expense arrange all requisite protection of the work and materials against sun or rain effects and shall keep all portion of the work free from water to the satisfaction of the Corporation Engineer and shall use his own plant for the purpose unless otherwise specifically provided in the contract specification.

38 Tools and Seigniorage:

38.1 The contractor shall, unless otherwise specifically stated in the tender notice and subsequently on this basis in the contract be responsible for the payment wherever payable of all import duties, tools octopi duties, seignior ages, quarry fees, etc., on all materials and articles that he may use.

38.2. The contractor shall be solely responsible for the payment of sales tax under the provision of the payment of sales tax under provision of the payment Sales Tax Act, 1939 (Madras Act IX of I 1939 as in force for time being and the rates for the various items of the work shall remain unaffected by any change that may be made from time to time in the rate at such tax is payable.

38.3. Notwithstanding anything contained in section 10 of the Indian Traffic Act of 1894. the rates for items involving, the use or supply of articles obtained by the contractor from outside India shall remain unaffected by any changes that may be introduced in Customs duties.

NOTE: For works carried out on behalf of the Government of India, Seigniorage fees. etc., referred to in this clause will have to be levied in every case

38.4. No Seigniorage shall be charged where due for materials quarried, from the P.W.D. or other Government quarries. Assistance as necessary will be given to the contractor by the department to obtain access to quarries approved by the Corporation Engineer. No plot rent shall be charged for materials stacked on the Government land during the course of construction provided all such materials are removed within one month after the work is completed.

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

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

39. Setting out works:

39.1 The contractor shall be responsible for the true and proper setting out of works and for the correctness of the position, levels, dimension and alignment of all parts of the works and for the provision of all materials, staff and labour in connection therewith.

40. Cleaning up during progress and delivery:

40.1. All rubbish shall be burnt or removed from the site, as it accumulates. All floors, stairs, landing windows, surface and soil drains shall be cleaned down and put in a thoroughly complete clean, sound and workman like state to the satisfaction of the Corporation Engineer having first been removed by the contractor. The contractor shall give notice in writing to the Corporation Engineer before the work is finally handed over all rubbish and surplus materials not required by the Corporation Engineer having first been removed by the contractor. The contractor shall give notice in writing to the Corporation Engineer when the work is so ready to be handed over and shall be responsible for its maintenance until it is taken over by the Corporation Engineer.

F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTORS.

41. Observance of laws, local regulations and notices. Attachments:

41.1. The contractors shall conform to the regulations and by-laws of any local authority and or of any water or lighting companies with those systems the structure is proposed to be connected and shall, before making any variations from the drawings or specification that may be necessitated by so conforming, given to the Corporation Engineer written notice, specifying the variations proposed to be made and the reasons for making them, and apply for instructions thereon. In case the contractor shall not receive such instruction within seven days. he shall proceed with the work conforming to the provisions regulating or by-law in question and any variations in the drawings or specification so necessitated shall be dealt with under clause.

41.2. The contractor shall give all notices required by the said Act, regulation or by-laws and pay all fees in connection therewith unless otherwise arranged and decided on in writing with the Corporation Engineer. He shall also ensure that no attachments are made against materials of work forming part of or for the use of the contract. In every case referred to in this clause the contractor shall protect and indemnify Government against any claim or liability arising from or based on the violation, of any such law ordinance, regulations order, degree, a attachment whether by himself or by his employees.

42. Accidents - Hoarding - Lighting observation - Watchmen:

42.1. When excavation have been made or obstacles have been put in public thorough fare or in places where there is any likelihood of accidents, the contractor shall comply with any requirement of law or the subject and shall provide suitable hoarding and watchmen necessary.

42.2. It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against and claims for 'damages for injury to person a property, resulting from any such a claim and shall where the provisions of the

- Workmen's Compensation Act apply, take step to properly insure against any claims there under.
- 42.3. On the occurrence of accident which results in the death of any of the workmen employed by the contractor or which is so seriousness as to the 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 concerned section officer of the Department the fact of such accident. The contractor shall indemnify Government against al loss or damage sustained by Government resulting, directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.
- 42.4. In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principal it shall be lawful for the Corporation Engineer to retain out of money due and payable to tile Contractor such sum or sums of money as may, in the opinion of The Corporation Engineer shall be final in regard to all matters arising under, this clause.
- 42.5. The contractor shall indemnify Government from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark, or name of other protected rights in respect of any constructional plant, machine work or material used for or in connection with the works or temporary works, or any of them and from and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect thereof in relation thereto.
- 42.6. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to complied with all the rules framed by the Government from time to time for the provision of health and sanitary arrangements to workers employed by P.W.D. and Highways and Rural Works Department and their contractors Vide Appendix. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid the Corporation Engineer shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.
- 42.7. In respect of all labour directly or indirectly employed .in the works for the performance of the contractor's part of this agreement, the contractor at his own expense shall arrange for the safety provisions as per "Safety Code" framed from time to time and shall at his own expense provide for al facilities in connection therewith. In case the con tractor fails to make arrangements and provide facilities as aforesaid and recover the costs included if that behalf from the contractor.
- 42.8. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall arrange to furnish in triplicate particulars to each working the Performa Vide Appendix XXXVIII b) the end of every month to the Corporation Engineer charge of the work.

43. Blasting:

- 43.1 Blasting executed by contractors in connection with Government works shall be carried out in the manner described under "Blasting operations Instructions to Contractor of the TNBP.
44. The contractor is to protect the whole of the adjoining and where necessary, the existing premises and all works land alt fittings to alt buildings or an 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 or roadways.

45. Permit other Workmen Co-operation Afford facilities:

45.1. The Corporation Engineer shall have full power to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract, but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works, provided he complies with the Corporation Engineer's instructions in connection therewith, and provided that the damage is not caused by himself or his workmen.

45.2. The contractor shall, at all times, cooperate, assist, attend, and afford facilities for such specialists as may be employed by the Corporation Engineer on other works in connection with the building, allowing them free of charge the use of all plant, light and water installed in the works. The contractor shall cause such special work or protect it as instructed to avoid injury during progress of the works. For failure so to protect, the contractor must make good any damage caused.

45.3. When two or more contractors are engaged on installation or construction work in the same vicinity, the Corporation Engineer shall have authority to direct the manner in which each shall conduct the work so far as it affects other contractors. :

46. Holes for water services, gas, electrical and sanitary fittings:

46.1. The contractor shall leave all holes in masonry and floors for the insertion of water services, gas and electrical connections and sanitary fittings in the exact positions indicated by the Corporation Engineer during the progress of the work. These holes must be properly built up in a workmanlike manner at the contractor's cost, as soon as the fittings have been installed in cases, where the installations are made during the construction of the buildings and where in the opinion of the Corporation Engineer, delays in settlement of accounts will not thereby occur.

47. Contractor's risk and insurance:

47.1. The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Corporation Engineer. The Govt. should not be liable to pay for any loss or damages occasioned by (or) arising out of fire, flood, volcanic eruptions, earthquake or other convulsion of nature and all other natural calamities, risks arising out of acts of God during such period and that the option whether to take Insurance coverage or not to cover risks, is left to the contractor.

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

48. Holidays:

48.1, Subject to any provision to the contrary contained in the contract none of the permanent work shall save as herein after provided be carried on during the night or on Sundays and other holidays without the permission in writing of the Corporation Engineer or of the officer in charge of the work:

save when the work is un avoidable or absolutely necessary for the save of life or property or for the safety of the works in which case the contractor shall immediately advice the Corporation Engineer.

G. MISCELLANEOUS

49. Sand and gravel:

49.1. The contractor shall not make any excavations upon the site for the purpose of obtaining gravel, sand or soil other than that shown or implied by the drawings, except with the previous permission of the Corporation Engineer.

50. Old curiosities:

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

51. Assignment or sub - lettings:

51.1. The contractor shall not without the written consent of the Corporation Engineer, assign the contract nor sub-let any portion of the same. Ordinarily no subletting will be permitted, but in case such should be permitted by the Corporation Engineer, it shall in no way free the contractor from any of his responsibilities under any clause of these "Conditions of Contract" or of the "Articles of agreement".

52. Specialties:

52.1. The Corporation Engineer, shall, during the progress of the work have powers to select, - nominate or recommend tradesmen or specialists to supply material or execute such portion of the work as he may consider desirable in the interests of the Government.

53. Ratification of the orders of the Corporation Engineer

53.1. Should the acceptance of the tenders be beyond the authorized powers of the Corporation Engineer as laid down in the P.W.D. code, the orders and decisions of such Corporation Engineer with regard to the employment of specialists for certain portion of the work as described in the previous clause will be subject to the ratification of the higher authority who accept the tender.

Powers for sanction of Extension of time:

53.1 .A. Should the acceptance of tender beyond the authorized powers of the Corporation Engineer as laid down in TN P.W.D. code, the orders or decisions of such Corporation Engineers with regard to the extension of time for completing the contract will be subject to the ratification of Chief Engineer for all works for which tenders were accepted by the Chief Engineer.

Powers for termination of LS contract.

53.1 .B. Should the acceptance of tender beyond the authorized powers of the Corporation Engineers laid down in TN P.W.D. code, the orders and decision of such Corporation Engineers with regard to the termination of contract will be subject to ratification of the Chief Engineer for all works for which tenders were accepted by Chief Engineer.

54. Order Book.

54.1. An order book shall be kept at the Regional Executive office on the site of the work. As far as

possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Regional Executive officer in direct charge of the work and by the contractor or by his representative. In important cases, the Corporation Engineer will countersign the entries, which have been made. The order book shall not be removed from the work except with the written permission of the Corporation Engineer.

54.2. No photographs' of the site or of the work of any part thereof shall be taken except with the permission in writing of the Corporation Engineer and no such photographs shall be published or otherwise circulated without the permission, of the Chief Engineer.

H. DATE OF COMMENCEMENT, COMPLETION, DELAYS, EXTENSION, SUSPENSION OF WORK AND FORFEITURE.

55. Date of Commencement and completion:

55.1. On notification of possession of the site (or premises) being given to the contractor by letter registered for acknowledgement as provided in clause

9.1. supra, he shall forthwith begin the work, shall regularly and continuously proceed with them, and shall complete the same (except for painting or other work which in the opinion of the Corporation Engineer, it may be desirable to delay) by the date of completion, as defined in the "Articles of Agreement subject nevertheless to the provisions of extension of time mentioned in the next clause. The contractor shall under no circumstances be entitled to claim any damages from Government if he incurs any expenses or liabilities to payment under the contract before the date of commencement defined above. The contractor shall have the right to withdraw from the contract and obtain refund of his security deposit if such intimation of handing over the site is delayed by more than two months from the date of acceptance of the agreement by competent authority.

56. Delays and extension oft/me:

56.1. No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie except as hereinafter defined.

Reasonable extension of time will be allowed by the Corporation Engineer or by the officer competent to sanction the extension for unavoidable delays, such as may result from causes which in the opinion of the Corporation Engineer are undoubtedly beyond the control of the contractor. The Corporation Engineer shall assess the period of delay of hindrance caused by any written instruction issued by him at Thirty Seven five percent in excess of the actual working period so lost. If at any time the Corporation Engineer is of the opinion that there has been avoidable delays and the contractor fails to maintain the "rate" of progress specified in the article of agreement, it shall be lawful for the Corporation Engineer to impose penalty or order forfeiture from the Deposit sanction the extension of time for such delays, provided however, the penalty and forfeiture shall be governed as per clause 51.2 and 51.3.

56.2. [n the event of the Corporation Engineer to failing to issue necessary instructions and thereby causing delay and hindrance) the contractor the latter shall have the right to claim an assessment of such delay by the Corporation Engineer of the Office. The contractor shall lodge in writing to the Corporation Engineer a statement of claim for any delayer hindrance referred to above within fourteen days from its commencement, otherwise no extension of time will be allowed.

56.3. Whenever, authorized alterations or additions made during the progress of the work are of such nature in the opinion of the Corporation Engineer as to justify 8" extension of time in consequence thereof, such extension of time will be granted in writing by the Corporation Engineer or other competent authority when ordering such alteration or additions.

57. Delays in commencement or progress or neglect of work or suspension of works by the contractor and forfeiture of Earnest Money, Security Deposit and withheld amount.

57.1. Time shall be considered as the essence of the contract. If at any time the Corporation Engineer, shall be of the opinion that the contractor is delaying commencement of the work, neglecting or delaying the progress of work as defined in the tabular statement... Rate of Progress in the Article of Agreement or the contractor fails to maintain the Rate of Progress in the Articles of Agreement plus any CA tension of time or the contractor shall suspend the works.. or sublet the work or d portion thereof without the sanction of the Corporation Engineer or violates any of the provisions of the contract the Corporation Engineer shall so advise the contractor and at the same time demand compliance. If the contractor neglects to comply with such demand within seven days after receipts of such notice, it shall then or at any time be awful for the Corporation Engineer to impose a penalty or forfeiture on this contractor from the deposit or to determine the contract.

57.2. The penalty or forfeiture referred to in Clause

57.1. shall not exceed 10% of the work executed and is imposed in cases where the contractor is allowed to proceed with the whole or part and complete the whole or such part of the works. The penalty or forfeiture imposed by the Corporation Engineer under this clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Corporation Engineer.

57.3. It shall be a further right of the Corporation Engineer to give any port of the work to any other contractor at his discretion or have it done departmentally in order to maintain the rate progress and the contract shall then be determined for only that portion of the work given to the contractor or done departmentally. The for feature under clause

57.2. will in these circumstance be applied any excess expenditure incurred on this account shall Le recovered from the original contractor.

57.4. Determination of the contract referred to in Clause 47." shall carry with it the forfeiture at the Security [deposit. After determining the contract, the Corporation Engineer shall have the right to give any part of the work to any other contractor in the unexecuted portion of contract, in which case any expenses which may be incurred in excess of such amount which would have been paid to the original contractor if the whole work had been executed deducted from any money due t a him by Government it under this contract or any other account what so ever. Provided, also that if the expenses incurred by the Government are less than the amount payable to the contractor at his agreement rates the difference will not be paid to the contractor.

57.5. In the event of anyone of the above clauses being adopted by the Corporation Engineer, the contractor shall have no compensation for any loss sustained by him reason of his having purchased or processed any materials or entered into any engagements or made any advances on account or with a view to the execution of the work art h e performance of contract, and in case action is taken

under any of the provisions aforesaid, the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until the Corporation Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid' the value so certified.

57.6. In the event of the Corporation Engineer putting in force all or any of the powers vested in him under the clause 57.4. he may if he so desires after giving a notice in writing to the contractor take possession of the works, and site and such plants and materials thereon (or any ground contiguous thereof) and all such plant and materials as above mentioned shall thereupon be at the disposal of Government absolutely for the purpose of completing the work. After such notices shall have been given, the contractor shall not be at liberty to remove from the site or works or from the ground contiguous thereto any plant or materials belonging to him which shall have been placed thereon for the purpose of the above work. Government shall not be liable to make any payment to the contractor on account of use such plant for the completion of the works, under the provisions herein before contained. On taking possession of the materials and stores belonging to the contractor or procured by the contractor and intended to be used for the execution of the work or any part thereof the contractor rates to be certified there of shall be final.

Otherwise, the Government may give notice in writing to the contractor to remove any of his plant or materials from the site and not required or any completion of the works, if such plant and or materials are not removed within fourteen days after notice, shall have been so given, Government may remove and sell the same, holding the proceeds less the cost of removal and sale, to the credit of the contractor. The expense, of any such removal and the amount of the proceeds and expense of any such sale. shall be final and binding on the contractor.

I. PARTICULARS OF PAYMENT

58. Payment of lump sum basis or by final measurement lit unit prices:

58.1. Final measurements need not be taken unless either the contractor or the Corporation Engineer claims extras to or deductions from, the quantities of Schedule A,

58.2. In case final measurements are claimed, they shall be taken only for those items for which either the contractor or the Corporation Engineer claims final measurements and the quantities of the remaining items in Schedule. A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by adding thereto or deducting there from as the case may be, the difference if any between the amounts mentioned in Schedule A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurements aforesaid.

58.3. It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of Government from all further claims by the contractor under the contract.

59. Payment for additions and deductions for omissions.

59.1. No authorized variation shall vitiate the contract, but additions and omissions shall be measured up and dealt with in accordance with clause

59.2. If there is no rate in Schedule 'A' for additional work ordered to be carried out by the Corporation

Engineer, when prior to execution of the additional work, shall be worked out in accordance with the methods indicated in 59.3 and with the rate agreed upon a supplemental agreement shall be entered in the proper department's form signed and dated by the contractor and the Corporation Engineer and or any other officer for the time being authorised to accept such agreement and supplemental agreement shall on such acceptance form part of the original agreement. A copy of the supplemental slip shall be given to the contractor.

59.3.1. The rate for additional works shall be derived from the rate for similar items of work in the accepted agreement,

59.3.2. In the case of works for which supplemental agreement is to be entered into during the period when the schedule of rates has not changed from the date of execution of the original agreement, then the rates for supplemental agreements may be the prevailing schedule of rates plus or minus tender premium in case the rates cannot be derived from the items in the original agreement, in other case where the schedule of rates has change in the intervening period, the rates prevailing as per the schedule of rates at the time of execution of supplemental items will be adopted with no tender premium over this rate.

59.3.3. If the rate for a particular item of work is not in the schedule of rates, the prevailing market rates when the work was done shall be adopted.

59.3.4. If the rates cannot be determined as above, the rates shall be fixed on the cost of labour and materials plus 10 percent thereon, provided the vouchers shall have been delivered to the Corporation Engineer within 7 days after such work is completed. If the Corporation Engineer considers that the vouchers are unduly high, the Corporation Engineer can evaluate work as reasonable and fair and make payment if the value of payment is less than Rs.1,000. If the value of additional payment exceeds Rs.1,000 the contractor shall have the right to submit the matter to arbitration.

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

59.B. In cases where the Government under the terms of the Contract are liable to supply any materials, articles or things to the contractor for the performance by him of his part of the contract and the Government for any reason are unable to supply such materials, articles or things either within the time specified in the contract or within the time extended under clause 59.A. the Corporation Engineer may at his discretion or at the request of the contractor determine the whole or any part of the contract which cannot be performed by reason of the failure to supply such materials, articles or things and the contractor shall not be entitled to claim any damages or compensations in respect of such determination. The contractor shall, however, be paid the value of the work already done by him and the cost of the materials, articles or things if any collected by him upto the date of such determination and left unused on the work- on shall be taken over by the Corporation Engineer

either at the contract rates or at values deduced from the through rates deduced in the contract. When the contract is determined at the discretion of the Corporation Engineer, he shall give notice in writing to the contractor and the decision of the Corporation Engineer to determine the contract shall be final and bind on the contractor.

EXPLANATION:

The expression "Through rates' means the rate for the finished items of work or the all in rates, that is to say, the rates for finished items of work inclusive of the cost of materials and labour.

59.C. if, at any time after the acceptance of the tender the Government shall, for any reason whatsoever not required the whole or any part of the work to be carried out, the Corporation Engineers shall give notice in writing of the fact to the contractor. Who shall have no claim to any compensation or other payments whatsoever, who shall on account of any profit or advantage he might have derived from the execution of the work in full but which he did not derive in consequence of the termination of the works. He shall be paid at contract rates, for the work executed by him including any additional works such as clearing of site etc. that may be rendered necessary by such termination. He shall also be allowed a reasonable payment as decided by the authority next higher in rank to the authority which accepted the tender, for any expense incurred by him on account of labour and materials, articles or things collected, but which could not be utilized on the works as verified by the Corporation Engineer. Such decision shall be final and binding on both the parties and shall not be subject to arbitration under clause 73.

60. No payment for unsanctioned extras:

60.1. It shall be distinctly understood that no payment whatever will be made to the contractor for variations by way of extras, in cases where such variations have been made without the written sanction of the Corporation Engineer.

61. Accounts Receipts and Vouchers;

61. The contractors shall at any time upon the request of the Corporation Engineer furnish him with all invoices; account, receipts and other vouchers that he may require in connection with the contract.

62. Fraud, willful neglect or default:

62.1. No final or other certificate of payment or of completion, acceptance or settlement of account shall, in any circumstances, relieve the contractor from his liability for any fraud, or willful neglect or default in the execution of the contract or any willful or unauthorized deviations from drawings, specification, instructions and directions for the time being binding upon him.

63. Unfixed materials:

63.1. No payment or advance will be made for unfixed materials when the rates are for finished work in site.

64. Payments and certificates:

64.1 Payments will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the Corporation Engineer, within 14 days of the date of each certificate an intermediate payment will be made by the Corporation Engineer of a sum equal to 95 percent of the value of work as so certified and the balance of 5% will be withheld and retained as security for the due fulfillment of the contract.

Under the certificate to be issued by the Corporation Engineer on the completions of the entire works, the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except security deposit and the withheld amount equal to 2 1/2 percent of the total value of the work done provided there is no recovery from or forfeiture by the contractor to be made under clause 57. The amount withheld from the final bill will be retained under. "Deposits" and paid to the contractor together with the 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 the true intent and meaning thereof whichever shall last happen, in the event the final bill remains unpaid even after the period of six months before said, the Corporation Engineer shall refund the security deposit which includes the E.M.D. and also the withheld amount on a separate bill if requested or by the contractor in writing. No certificate of Corporation Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which is not related 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 sufficiently detailed bill based on the original figures of quantities and rates in the contract scheduled to the satisfaction of the Corporation Engineer, to enable the Corporation Engineer to check the claims and issue the certificate. The certificate as to such of the claim mentioned in the application as are allowed by the Corporation Engineer shall be issued within fourteen days of the application. No application for a certificate shall be made within fourteen days of a previous application.

64.1 .A. Notwithstanding the above clause, the withheld amount of 2 1/2 % from the final bill in respect of contract for construction of original building, will be retained by the Govt. for a total period of one year in lieu of six months period referred to in clause.

64.1 .B. and will be released after the expiry of one year period on execution an indemnity bond by the contractor to the satisfaction of the Corporation Engineer for a further period of four years to ensure structural stability of the building under clause 26.1.A.

(G. O. MS. No. 181 PWD 28.1 .86)

64.2. When there are complaint from the Labour Department about non-payment of wages to the Labourers employee by the Contractors for the execution of work under agreement, the Corporation Engineer, shall have full powers to withheld the bills claimed by the contractor pending clearance certificate from the Labour Department and to act as per the direction given by the Labour Department.

65. Interest and money due to the contractors:

65.1. No omission by the Corporation Engineer to pay the amount due upon certificate. shall vitiate or make void the contract nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrears, not upon any balance which may, on the final settlement of his accounts, be found to be due to him.

66. Acceptance of final measurements:

66.1. The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Corporation Engineer either in the measurement book or otherwise as

demand? valid release and discharge from any and all claims and demands whatsoever for all matters arising out of or connected with the contract and also produce a certificate from the Incomes tax Authorities that all income tax payable by him upto-date has been duly paid provided that nothing in this clause shall discharge or release the contractor from his liabilities under The contract. It is further expressly agreed That Corporation Engineer in supplying the final measurement certificate need not be bound by the proceeding measurements and payments. The final measurements, if any of the Corporation Engineer shall be final conclusive and binding on the contractor.

67. Recovery of money from contractor in certain case.

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

67. A. Recovery under Revenue Recovery Act:

Whenever any amount has to be paid by the contractor in view of determination of the contract by virtue of clause 57 (4) or any amount that may be due or may become due from the contractor under these presents and the contractor not responding to the demands for the payment of the said amount, then the Govt., shall be entitled to recover the said amount under the provisions of the Revenue Recovery Act. (G. O. Ms. No.3659 PWD 23.12.70)

68. Contractor dying becoming insolvent, insane or imprisoned:

68.1. In the event of the death or insanity or insolvency or imprisonment of the contractor or where the contractor being a partnership or firm 'becomes dissolved or being a corporation goes in to liquidation, voluntary or otherwise, the contract may at the option of the Corporation Engineer, be terminated by notice in writing posted at the site of the works and advertised in one issue of the local district Gazette 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 most recent schedule of rates of the division approved by competent authority '0 the person or persons entitled to receive and give a discharge for the payment.

J. SETTLEMENT OF DISPUTES

69. Arbitrations:

69.1 In case of any dispute or difference between the parties to the contract either during the progress or after the completion of the works or after the determination, abandonment or breach of the contract, or as to any matter or thing arising there under except as to the matters left to the sole discretion of the Corporation Engineer under clauses 18,20.25.3, 27, 34, 35 and 37 of "General conditions of contract" or as to the withholding by the Corporation Engineer of payment of any bill to which the contractor may claim to be entitled, the either party shall forthwith give to the other notice of such dispute difference and such dispute or difference shall or be and is hereby referred to the Director of Regional Executive Administration of the nominated Regional Executive mentioned in "Articles of Agreement" therein after called the "Arbitrator" in cases when the value of claim is less than & upto Rs.50000. In cases when the value of claim is more than Rs.50000 the parties will seek remedies to the competent civil courts. (G.O.Ms.No.253 pass 24.9.81) The Arbitrators shall give

detailed reasons in their findings and conclusion (G.O.Ms.No.1 844 pass off 18.7.86)

69.2. Subject as aforesaid to the provisions of the arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause.

69.3. Upon every and such reference, the costs of and incidental to the reference and award respectively shall be discretion of the arbitrator. Subject to the condition that the amount of such costs to be awarded to either party shall not, in respect of a monetary claim exceed the percentage set out below of any such award irrespective of the actual fees, costs and expense incurred by either party provided that where a monetary claims disallowed in full they said percentage shall be calculated on the amount of the claim. The arbitrator may determine the amount of the costs be awarded or direct the same to be taxed as between solicitor and client or as party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

69.4. The fees for arbitrators shall be levied based on the value of claims referred to for arbitrations. The fees shall be calculated at 5 percent of the first Rs.10000/- and 3 percent of the next Rs. 40000/- (G.O.Ms.No. 1844 pms dt 18.7.86)

69.5. Provided that the Government shall not be liable to any claim in respect of any such dispute or differences until the liability and the amount thereof shall have been referred to and decided by the Arbitrator

APPENDIX -1

PUBLIC WORK DEPARTMENT SAFETY CODE

General Rules as to Scaffolds.

1 . Suitable scaffolds shall be provided for workman for all works that cannot be safely done from a ladder or by other means. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and the ladder shall be given an inclination not steeper than 0.25 to 1 (0.25 horizontal to 1 vertical) when the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder.

2. A scaffold shall not be constructed, taken down or substantially altered except (a) under the supervision of a competent and responsible person: and (b) as far as possible by competent workers possessing adequate experience in such work.

All scaffolds and appliances connected therewith and all ladders shall

- a) be of sound materials
- b) be of adequate strength having regard to the load strain to which they will be subjected and
- c) be maintained in proper condition

4. scaffolding or staging more than 3.5 metres above the ground or floor shall have a guard rail properly attached bol-braced and otherwise secured atleast 0 metres above the floor or platform of such scaffolding or staging extending along the entire length of the outside and ends thereof with only such opening as may be necessary for delivery of materials. Such scaffolding or staging shall be so fast ends as to prevent it from swaying from the building or structure.

5.Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use

6.Scaffoldis shall not be overloaded and so far as practicable the load shall be evenly distributed.

7.Before installing lifting gear of scaffolds specials precautions shall be taken to ensure the strength and stability of the scaffolds.

8.Working platform, gangways and stairways should be so constructed that no part there can save unduly or unequally. If the height or the platform or the stairways is more than 3.5 metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in (4 above)

9. Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing for a minimum height of 0.9 meter to prevent the fall off persons or material.

10. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30cm for ladder upto and including 3 metres in length. For longer ladders this width should be increased atleast 20mm for each additional metre of length uniform step spacing should not exceed 30cm. Adequate precautions should be taken to prevent danger from electrical equipment. No materials on the site of work shall be so stacked or placed as to case danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the Public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damage

and cost which may be awarded in any such suit, action or proceedings to any cost which may with the consent of the contractor be paid to compromise any claim by any such person.

Excavation and trenching:

11. Trenches-1.2 metres or more in depth, shall at all times be supplied with atleast one ladder for each 20 metres in length or fraction thereof. Ladder shall be extended from bottom of the trench to atleast 0.6 metre above the ground. The sides of the trenches which are 1.5 metres or more in depth shall be stepped back to give suitable slope or hold securely by timber bracing, so as to avoid the danger of sides to collapse.
12. Demolition-Before any demolition is commenced and also during the process of the work.
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
13. All necessary personal safety equipment as considered adequate by the Corporation Engineers shall be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphalted materials cement and lime mortars- shall be provided with protective footwear and protective goggles.
 - b) Those engaged in wheel-washing and mining or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective 513-'195.
 - d) Those engaged in welding works shall be provided with welder's protective 513-'195.
 - e) When workers are employed in sewers and man holes, which are in use, the contractor shall ensure that the manholes covers are opened and are ventilated atleast for an hour before the workers are allowed to get into them and holes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - f) The contractor shall not employ men below the age of 18 years and women on the work of painting, with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
 - i) No paint containing lead products shall be used except in the form of paste or ready - made paint,
 - ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the contractors to workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - iv) When workers are employed in dangerous occupations like work with hot bitumen, drilling operations etc., which are likely to prove dangerous resulting in physical damage and casualty, adequate protection of the workers should be provided.
14. When the work is done near any place. Where there is risk of drawing all necessary equipments

should be provided and kept ready for use and all necessary equipments steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatments of all injuries likely to be sustained during the course of the works

15.a) Hoisting machines and tackle including their attachments anchorages and supports shall be good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or any means of suspension shall be of suitable quality and adequate strength and free from patent defect.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in control of any hoisting machine, including the scaffold which or give signals of the operator,

c) In the case of every hoisting machine and of every chain ring hook shackle level and pulley block used in hoisting lowering or as a means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all cars referred to above shall be plainly marked with the safe working load, in the case of a hoisting machine Slaving variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any hoisting machine or of any gear referred to above in this-paragraph shall be loaded beyond the safe working load except for the purpose of testing.

16. Motors, gearing, transmissions, electricity wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, Hoisting appliance shall be provided with such means as will request to a minimum the risk of the accidental descent of the load. Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

When workers are employed on electrical installations which are already energized, insulation mats, wearing apparel such as gloves, sleeve, and boots as may be necessary should be provided. The workers and carry keys or other materials which are good conductors of electricity.

17. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at workshop. The person responsible for the compliance of the safety code shall be named by the contractor.

18. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Corporation Engineer of the Department or other representative.

19. Notwithstanding the above clauses (1) to (18.) there is nothing in these to exempt the contractor from the operations of any other Act of rules in force in the Republic of India.

Model rules for provision of Health and Sanitary arrangements for workers employed by the P.W.D. and Highways and Rural Works Department and their contractors.

The contractor's special attention is invited to relevant clauses of the "General conditions of control" in the Tamil Nadu Building Practice and he is requested to provide at his own expense the following amenities to the satisfaction of the Corporation Engineer.

1. Application - These rules shall apply to all building and construction works in charge of Commissioner

2. Definitions-

- (i) "Workplace" means a place at which an average fifty or more workers are employed in connection with construction work.
- (ii) "Large work place" at which, at an averaged 500 or more workers are employed in connection with construction work.

3. First-Aid –

- (a) At the work site there shall be maintained in a readily accessible place, first aid appliance and medicines including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours
- b) At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.
- c) Where large work place are remote from regular hospitals an in-door ward shall be provided with one bed for every 250 employees.
- d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other work places some conveyance facilities, such as a car shall be kept readily available to take injured persons or persons suddenly taken seriously ill to the nearest hospital.

4. Drinking water-

- (a) Water of good quality fit for drinking purposes shall be provided for the work people on a scale of not less than 1.5 litres per head per day
- b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage tank where such drinking water shall be stored.
- c) Every water supply storage shall be at a distance of not less than 1.5 metres from any latrine, drain or other source of pollutions.- Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

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

6. Latrine and Urinals-There shall be provided within the precincts of every work place, latrines and urinals in an accessible place and the accommodation separately for each of them, shall be on the following scale or on the scale so directed by the Corporation Engineer in any particular cases.

- i) Where the number of persons employed does not exceed 50.
- ii) Where the number of persons employed exceeds 50 - 3 but does not exceed 100.

- iii) For every additional 100 -3

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

Except in work places provided with water flushed latrines connected with a water borne sewage system, all latrines shall be provided with receptacle on dry earth system which shall be cleaned atleast four times daily and at least twice during the working hours and kept in strictly sanitary conditions. The receptacles shall be tarred inside and outside atleast .once a year.

The excreta from the latrines shall be disposed off at the contractor's expense, in our way pits approved by the local Public Health Authority. The Contractor shall also employ adequate number of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.

7.Shelters during rest: At every work site there shall be provided, free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labourer.

8.Creches: (a) At every work place at which 50 or more women 'workers are ordinarily employed there shall be provided two huts of suitable size for the use of children under the age of 6 years, belonging to such women, one hut shall be used of infants, games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following:

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

The huts shall be provided with Suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two attendance Sanitary utensils shall be provided Health Officer of the area concerned. The use of the huts shall be restricted to children, their attendants and mothers of the children.

b) Where the number of women workers is more than 25 hut less than 50, the contractor shall provide atleast one hut and one Dai to look after the children of women workers.

c) The size of creche or creches shall vary according to number of women workers.

d) The creche or creches shall be properly maintained and necessary equipment like toys, etc. shall be provided.

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

10.Sheds for Workmen - The contractor should provide at his own expense sheds for housing his workmen. These sheds shall be on a standard not less than the cheap shelter type, to live in which the work people in the locality are accustomed to.

A floor area of about 1 .8 metres x 1 .5 metres for two persons shall be provided. The sheds to be. in rows with 1.3 metres clear space between sheds and 9 metres clear space between rows if conditions permit. The work people's camp shall be laid out in units of 400 persons, each, each unit to have a clear space of 1 2 metres all-round.

APPENDIX IX. XXXVIII

MONTHLY REPORT OF CONSTRUCTION EMPLOYEES UNDER CONTRACTORS

Return for the Month Ending

- 1 Name location and type of work
- 2 Name of contractor
- 3 Works engaged in

i) Government work other than
Commissioner

iii) Other works

1. Name and address of
Manager(s) of works

5. Value of Contract

5. Employment earnings

Employees

Category	Men	Women	
Boys			Girl
(1)	(2)	(3)	(5)
(4)			

) Total number of employees
during the month

i) Number of employees in the
work on the last working
day of the month

ii) Total wages paid for the

v) Total number of working
days during the month

y) Length of normal wage
period.

1. The Employment officer
District Employment Office

2. The Corporation Engineer
Division

Instruction to complete the Performa

1. Contractor means the person who has
contracted execute the works

2. Manager means any person who manages,
supervises the works on behalf of the contractor

3. Item (i) the cumulative total of daily
employment on all days in a calendar month if the
last day of the calendar month is a holiday, the
working day immediately previous to the holiday.

**Item 6. (ii) wages means basic wage, dearness
allowance, project allowances etc., including work
benefits paid in cash or kind**

Item 6. (iii) Columns 2 and 3 refer to adults who
are 18 year of age or over

Item 6 - Column 4 and 5 refer to others not covered
by columns 2 and 3

1. Returns should cover a calendar month

2. Completed returns to reach the employment
exchanges concerned on or before the 5th of the
month
succeeding the month to which the return relates.

ADDITIONAL CONDITIONS

1. Departmental supply of the Materials : Nil

2. Centering works

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

3. Concrete for RCC works

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

4. Special conditions for earthwork excavation in hard rock requiring blasting:

In the case of earth work excavation in hard rock requiring blasting the tender should observe the following conditions.

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

Where the rock other than hard rock and hard rock are mixed upon ground the two kinds (if rocks shall be separately for measurement. The total of the net measurement of the two kinds of rock shall be arrived by applying 40% deduction for voids. The total of the net measurement of two kinds of rock shall be compared with the premeasured quantity and only the lesser of the two shall be paid for. If the total of net measurements of the two kinds of rock exceeds (or) falls short of the measurements of mixture, the volume of mixture proposed to be paid shall be apportioned in the proportion of the net actual measurements or stacks of the two kinds of rocks.

Payment for 'earthwork for embankment will be made excluding the quantity of pebbles and boulders and other such materials which shall not normally be used along with earth for formation of bund.

NOTE:

- i. 40% deduction for voids shall be adopted for compact and proper stacking but such percentage of deduction shall be: increased for loose (or) improper stacks.
- ii. The blasted rock material, stacked, measured and paid for shall become the property of the department.
- iii. I. S. Code No. 1200 (Part 1) I 9G9 method of measurement of buildings and Civil Engineering of work, Part I "Earthwork" may be referred as and when necessary.

5. Employment of Technical Assistant:

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

Other Engineering qualification:

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

1. Painting with two coats of best white paint (or any other coloured approved by the Corporation Engineer) over a priming of red lead to all flushing tanks, brackets, clumps used for fixing pipes and all other connections.

2. The rates shall all included dismantling, making holes on walls, on slabs and restoring the structure to

- the original conditions after the completion of the work.
3. The contractor should employ sufficient number of qualified licensed plumber with necessary experience and skill in the to the satisfaction of the Corporation Engineer concerned for execution of water supply arid sanitary items of work.
 4. The water for the works shall be as for as practicable from earthing vegetable or organic matter and from salts or substance likely to interfere with the setting of mortar prove harmful to the work.
 5. All items of work shall be- done in accordance with relevant clauses of TNBP and addenda volume to the TNBP as from time to time
 6. The contractor shall be responsible for the safe custody of the departmental materials once they are handed over to the Contractor at the departmental stores. The cost of any material the custody of the Contractor lost, stolen, destroyed or damaged or if rendered unfit for the work will be recover from the Contractor at the issue rate.
 7. For testing the concrete and aggregate the Contractor procure the following equipments and make them available.
 8. Steel mould for making 15 cm cubes of concrete (The mould be in two halves for easy removal).
 9. Slum cone for testing consistency (Slum test) the cone will be 30cm height with top and bottom diameters of 10 cm and 50 cm in length. In addition a steel rod I 5cm dia and 50cm in length and with tamping and rounded is to be procured.
 10. For finding finess modules sand and coarse aggregate a hand operated sieve apparatus may be procured along with weighing machine for weighing the aggregate and sand.
 11. In the case of any breach of the terms of the contract, the contract will be closed at the risk and costs of the Contractor in addition to the forfeitures of the EMD and Security Deposit.
 12. The testing is to be done at the Contractor's cost for all building materials and also for concrete cubes.
 13. The work shall be executed and measured as per metric dimension given in the schedule of quantities 6 drawing etc., (F.P. Units where indicated are for guidance only).
 14. Unless otherwise specified P.I' the rates quoted by the Contractor shall be for works at all levels of the buildings.
 15. Rates for every item of works to be done under this contract shall be for all lifts and leads, heights, depths, length and 'widths except when specifically mentioned in the item, otherwise nothing extra will be paid on this account.
 16. The work shall be carried out as per drawings and designs supplied by the Department and as directed by Engineer-in- Charge.
 17. The rate for all item in which use of cement is involved is inclusive of charges for curing.
 18. The Contractor has to make his own arrangements for procuring water for construction purpose construction and curing should 1)- done with water free from injurious amounts of deleterious materials, potable water are generally considered, satisfactory for curing and fixing concrete and masonry. However the water tube used should be periodically tested at Contractors cost for its suitability for using in the construction work and got approved from Department Engineers.
 19. Electricity: The contractor should make his own arrangements for obtaining electricity for all types

of his use like lighting welding pumping and mosaic and marble polishing etc.,

20. Any damage to work resulting from rains or from any other cause until these work is taken over by the Department after completion will be made good by the contractor at his own cost:

Price adjustment clause is applicable.

Price adjustment will apply only when the fluctuation of rates for critical construction materials namely Cement & Steel exceeds by 3% compared to the estimate rates (RBI Index Price). Price adjustment shall be made for both increase and decrease in the cost of materials and shall be calculated on the departmental cost of the work once in a quarter.

Price Adjustment shall be calculated once in a quarter for both increase & decrease in cost of cement and steel as per Index number of whole sale prices in India for cement under table 39 and for steel under table 40 of RBI Bulletin released by the Department of Economics Analysis and Policy, RBI and the quarter reckoned with reference to the quarter in which the date of agreement falls.

This price adjustment shall be calculated in respect of cement and steel based on the department rate adopted in the estimate.

The price adjustment shall also apply for the materials viz. Bitumen & POL, on pass through basis whenever the Indian Oil Corporation revises their prices.

The difference in cost payable to the contractor under this clause will be paid along with the final bill payable to the contractor.

The work is progressing as per the mile stones fixed on physical terms.

The quantum of cement, steel required for use on work during each quarter given below in physical terms

Quarter	Quantity of Cement	Quantity of Steel
1st Quarter metric tone metric tone
2nd Quarter metric tone metric tone
3rd Quarter metric tone metric tone
4th Quarter metric tone metric tone

Further, If the contractor does a certain excess quantum of work in the second quarter itself, which is expected to be done in the third quarter as per mile stone fixed shall be eligible for price adjustment. Similarly, if the contractor does a certain quantum of work in the third quarter, which should have been done in the second quarter itself, as for mile stone fixed, is not eligible for price adjustment.

This clause shall be applicable for the period from the date of agreement upto the end of agreement period. The agreement period shall include the "actual period" for which the work was "suspended officially" and the extension of time permitted for any of the valid reasons such as, war, natural calamities like, flood, earth quake, other risks arising out of acts of God during the agreement period, work delayed due to the land acquisition process, change in design, change in scope of work etc. in writing by the Tender Inviting for the work.

The Corporation Engineers concerned are empowered to arriving at the price variation and also for making payments / recoveries, under this clause.

Bonus as an incentive for advance completion of work not less than 10% of agreement period will be considered and 1% on the value of actual quantities of works executed at tendered rates will be paid to the contractor.

Liquidated damages will be imposed on the contractor for the lapses / short fall in achieving the rate of progress as per existing schedule. The liquidated damages for the whole of the work are will be filled up at the time of concluding agreement.

Amount per day

For Mile Stone 1	= Rs.	per day
For Mile Stone 2	= Rs .	per day
For Mile Stone 3	= Rs .	per day

RATE OF PROGRESS

Total Period of Completion: 6 (Six) Months From the date of Entering into agreement including rainy season Work programmed achieving Milestones.

Name of Work : Construction of Strom Water Drain Canal with Culvert at Murugesan Nagar Main and Thiraviyarathina Nagar Main to Madathur Main Railway Crossing at West Zone in Thoothukudi City Municipal Corporation.

3rd Mile Stones

1 st Mile Stone	:	30 %	}
2 nd Mile Stone	:	65 %	
3 rd Mile Stone	:	100 %	