



**PUBLIC WORKS DEPARTMENT
WATER RESOURCES ORGANISATION**

VELLAR BASIN CIRCLE,

CUDDALORE – 1

TENDER SCHEDULE
(PERCENTAGE SYSTEM)

Name of work:

Desilting of Sengal Odai – North End Portion of
Agaraputhur Village in Kattumannar Koil Taluk in
Cuuddalore.

Date of Tender: 28-11-2007 upto 3.00 p.m.

EMD Amount : Rs.14,300.00

APPENDIX – 1 TO TENDER NOTICE (FOR LS. CONTRACT)

(AS AMENDED IN G.O. MS.NO.618, PUBLIC WORKS DATED; 30TH APRIL, 1985)

1. On behalf of the Governor of Tamil Nadu, Tender will be received by the Superintending Engineer, PWD/WRO, Vellar Basin Circle, Cuddalore at his office at Cuddalore up to 3.00 p.m. on 28-11-2007 for the work of **Desilting of Sengal Odai – North End Portion of Agaraputhur Village in Kattumannar Koil Taluk in Cuuddalore.**

The tenders should be in the prescribed form obtainable from the Superintending Engineer's Office. The tender will be opened by the Superintending Engineer, PWD, WRO, Vellar Basin Circle, Cuddalore at his office and at 3.30 PM on **28-11-2007** .

The tenderers or their Agents are expected to be present at the time of opening of Tenders. The Tender receiving Officer will, on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderer. If any of the tenderers or their agents finds 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 to sealed covers and should be addressed to the Superintending Engineer, PWD, WRO, Vellar Basin Circle, Cuddalore and the name of the tenderer and the name of the work being noted on the cover.

If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it should be signed with by 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 authorised Officer who shall produce with his tender satisfactory evidence of his authorisation. Such tendering corporation may be required before the contract is executed, to furnish evidence of the corporate existence.

3. Each tender must also sent a certificate of Income Tax verification from the appropriate Income Tax authority in the form prescribed thereof. The certificate will be valid for one year from the date of issue of all tenders submitted during the period.

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

- 3.2 If the tenderer is a Registered Public Works Department Contractor and if a Certificate for the current year had already been produced by him during the calender year in which the tender is made, it will be sufficient, if particulars regarding the previous occasion 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 Tender must pay, as Earnest Money, a sum of Rs.**14,300 (Rupees Fourteen thousand and Three Hundred only)** in the shape of Demand Draft of any Nationalised Bank drawn in favour of concerned Executive Engineer or Fixed Deposit Receipts, or in the shape of National Savings Certificates, National Savings Scripts, Post Office Savings, Bank Accounts, pledged in favour of the concerned Executive Engineer.

The Contractor who has been selected for the contract will have to convert the Earnest Money Deposit deposited by him in the form of six years N.S.C Pledged in the name of The Executive Engineer. This Earnest Money will be refunded to the unsuccessful tenderer on application, after intimation is sent for rejection of the tender or at the expiration of Ninety Days from the date of tender, which ever is earlier. The refund will be authorised by The Executive Engineer by suitable Endorsement.

4.1 The Earnest Money will be retained in the case of the successful tenderer and will not carry any interest. It will be dealt with, as provided in the tender.

5 The tender will remain valid for a period of Ninety days from the last date of receipt of tender. The Validity period can be extended further, if the Contractor gives his consent in writing, specifying the period of extension.

(i) The Tenderer whose tender is under consideration shall attend to Executive Engineer/Executive Engineers Offices before the end of the period specified by the 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 Officers duly authorised in this behalf under Article:299(l) of the Constitution. herein after called "the accepting authority" make security deposit of two percent of the value of contract in one of the forms prescribed in Tamil Nadu Public Work Account Code(i.e) by taking into account of the amount of Earnest Money Deposit already deposited with the tender it would be sufficient to pay the balance amount to make up the 2% of the value of contract for the purpose of Security Deposit.

5.1.1. On evaluation of Tender if it is found that if the overall quoted amount of the Tender is less than 5 to 15% of the value put to tender, the contractor shall pay an additional security at 2% of the estimated value. If the **Tender Discount** exceeds 15% 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 E.M.D. furnished.

If the Tender excess exceeds 20% of the value put to tender then the Tender will be rejected.

(ii) Additional Security Deposit may have to be paid by the Successful tenderer, if called for, in addition to the Security Deposit of 2% which includes the E.M.D paid along with the tender.

The security Deposit together with Earnest Money Deposit and the amount with held according to clause : 84-1 of General Conditions to the contract, shall be retained as Security for due fulfillment of contract. If a cash deposit is made by the Contractor, shall follow the procedure laid down in the proceeding paragraph for payment of Earnest Money Deposit and Such Deposit shall not bear any interest.

On receipt of written communication of acceptance of tender, if the tenderer fails to pay the requisite security deposit within the period specified in the written communication or backout from the tender or withdraw his tender, the Earnest Money Deposit shall be forfeited to the Government.

If the Contractor fails to carryout the contract, after paying the requisite deposits, then he will be liable for the excess expenditure if any incurred to complete the work as contemplated in the General Conditions to the Contract

It shall be expressly understood by the tenderer that on receipt of written communication acceptance of tender from the accepting authority there emerges a valid contract between the Governor of Tamil Nadu and the tenderer, for execution of the work without any separate written agreement. Hence for this purpose, the tender documents i.e., Tender Notice, tender offered by the Contractor, General conditions to the contract, special conditions to the contract negotiations, correspondence, written communication of acceptance of tender etc., shall constitute a valid contract and that will be foundation of the rights of both the Parties to the contract.

Provided that it shall be open to the accepting authority to insist execution of any written by the tenderer, administratively considered necessary or expedient.

6. The tenderer shall examine clearly the Tamil Nadu Building Practice and also the General conditions to contract contained therein, and sign the Divisional 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 drawings and additional specification and all the documents connected with the contract. The Tamil Nadu Building Practice and other connected documents with the contract such as specifications, plans, descriptive specification sheet regarding materials etc., can be seen at any time between 10 a.m and 5.45 p.m. on office days in this office.

A Copy of the set of contract documents can also be had on payment of **Rs.6,000** plus Sales Tax **Rs.240**

7. The tenderers attention is directed to the requirements for materials under the Clause "Materials and Workmanship" in the General Conditions of contract Materials confirming to the I.S.I. 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 inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries and kilns etc. where from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source, defined shall be used on the work. In every case the materials must comply with the relevant standard specification.

The Tenderer's particular attention is drawn to the sections and clauses in the General conditions of contract dealing with:

Test, Inspection and rejection of defective materials and works.
Carriage.
Construction Plant;
Water and Lighting
Cleaning up during progress and for delivery
Accidents.
Delays
Particulars of Payment.

The Contractor should closely pursue all the specification clause which govern the rates which he is tendering.

10. A Schedule of quantities accompanies this Tender Notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this Schedule is liable to alternations, by omissions, deductions or additions at the discretion of the Executive Engineer, Public Works Department, or the Superintending Engineer, PWD, Vellar Basin Circle, Cuddalore or as set forth in the conditions of contract. The tenderer will, however, base his lumpsum tender on this schedule of quantities. He should quote specific rates for each item in the Schedule and the rates should be in Rupees and in sum of five paise.

The Rate should be written both in words and figures and the units in words. The tenderer should also show the total of each item and the grand total of the whole contract and quote in tender a lumpsum for which he will undertake to do the whole work subject to the conditions of contract such lumpsum agreeing with the total amount of Schedule "A". The Schedule accompanying the lumpsum tenders shall be written legibly and free from erasers, over writings or conversion of figures corrections where unavoidable should be made by crossing out, initialling, dating and rewriting.

11. Tenderers offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected. Rates or Lumpsum amount for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form, the conditions of contract, the drawings, specification or quantities accompanying same will be recognised and if any such alterations are made the tender will be void.

The tenderer 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 which are not open for inspection by the tenderers.

The price at which and the source from which certain particular materials shall be obtained by the Contractor are given at the end of the Schedule accompanying the tender form. Tenders must accept the materials at these prices and shall quote their price for finished work accordingly. Notwithstanding the any subsequent change in the market value for these materials, the charges to the contractor will remain as originally entered in the written contract. No centage or incidental charges will be borne by Government in connection with this supply.

The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for 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 Superintending Engineer's Certificates of the value of work done, will be required. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the Contractor.

Period after the date of Commencement (vide separate sheet enclosed) 2	Percentage of work completed based on contract Lumpsum Amount
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NOTE;- The periods to be entered in Column: 1 for the purpose of defining the rate of progress may be fixed by the Superintending Engineer or Executive Engineer to suit each case.

No part of the contract shall be sub-let without written permission of the Superintending Engineer, nor shall transfer be made by power of Attorney, authorising officers to receive payment on the contractor's behalf.

If further necessary information is required by the Superintending Engineer /Executive Engineer of the Circle will furnish such that must be clearly understood that tenders must be received in order and according to instructions.

The Superintending Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason thereof.

The tenderizers who are themselves not professionally qualified shall undertake to employ qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the Department specified in the Schedule below for the work. In case the selected tenderer is professionally qualified or has undertake 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 (e.g) Reinforced concrete works, etc.

NOTE; A: The employment of Technical Assistants could be based only on the value of Contract. 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 fields.

NOTE: B: In case the Contractor who is professionally qualified is not in a position to remain always at the site of work and to pay extra attention to such work as may demand special attention (e.g) R.C. work, etc. he should employ technically qualified man as prescribed above.

Tenderers who have not already registered themselves, as P.W.D. Contractors shall furnish evidence of good record and capacity to do works.

A tenderer submitting a quotation which the tender accepting authority considers excessive and or indicative of the insufficient knowledge of current prices or definite attempt at profittering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled prices for materials price permissible for the tenderer to charge at private purchaser under the provision of Clause: 8 of boarding and profittering prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

The Contractor should offer employment to Superintending Engineer, PWD, WRO,-toddy tappers as far as possible. The number of Superintending Engineer, PWD, WRO,-toddy tappers to whom he can so offer employment should be mentioned in the tender and he should undertake in the agreement to offer such employment to such number.

NOTE: This paragraph should be scored out if the cost of the work involved is less than Rs.10,000.

The Contractor shall comply with the provisions of the Apprentices Act:1961 and the rules and orders issued thereunder, 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 discretion, cancel the contract or invoke any of the penalties for the breach of contract provided in the conditions of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions 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 advisor, Tamil Nadu. The contractor shall train them as required under the Apprentices Act.1961, and the rules made thereunder and shall be responsible for al obligations of the Employer and the said Act including the liability to make payments to the Apprentices as required under the said Act.

VALUE OF CONTRACT	CATEGORY	NO. TO BE APPOINTED
Rs.1 Lakh & upto Rs.3 Lakhs	1. Building Constructor	1
	2. Brick Layer	1
Above Rs.3 Lakhs Upto Rs.10 Lakhs	1. Building Constructor	1
	2. Brick Layer	1
	3. Diploma Holder in Civil Engg.	1
Above Rs.10 Lakhs & Upto Rs.50 Lakhs.	1. Building Constructor	1
	2. Brick Layer	1
	3. B.E.(Civil) or Equivalent degree holder	1

"Unless the Contractor has been exempted from engagement of Apprentices by the Director of Employment and Training / State Apprentice ship Advisor, a Certificate to the effect that the contractor has discharged his obligation under the said Act satisfactorily should be obtained from the Director of Employment and Training / State Apprenticeship Advisor and the same should be produced by the Contractor for final Payment in the settlement of the Contract".

The Contractor should employ one I.T.I. Trained Manson for every Ten Masons or parts thereof. In case of non-availability of I.T.I. Trained Mason, the contractor should obtain the prior approval of The Superintending Engineer concerned before proceeding with the contract with the other kinds of Masons.

(sd./)
SUPERINTENDING ENGINEER, PWD/WRO,
Vellar Basin Circle,.
CUDDALORE.

APPENDIX: II (A) TO TENDER SCHEDULE

To
His Excellency the Governor of Tamil Nadu,
Represented by the Superintending Engineer, PWD, WRO
Vellar Basin Circle, Cuddalore

Sir,

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

As shown in the drawing and describing in the specification deposited in the Office of The
Superintending Engineer,, P.W.D. Vellar Basin Circle, Cuddalore with such variations by way of
alternations or additions to an omissions from the said works and method of payment as are provided
for in the "Conditions of Contract" for the sum of Rs. -----
------(Rupees -----
-----)

Of such other sums as may be arrived at under the Clause of the General Conditions to the Contract
relating to "Payment on Lumpsum basis or by final measurement at unit prices".

I / We have also completed the priced list of items in Schedule: A(in words and figures) annexed for
which I / We agree to execute the work and receive payment on measured quantities as per the
General Conditions to the Contract.

I / We do hereby distinctly and expressly declare and acknowledge that before the submission of
tender I /We have carefully followed the instructions in the Tender Notice and have read the Tamil
Nadu Buildings Practice and the General Conditions to the contract therein and the Tamil Nadu
Building Practice addenda volume and that I/ we have made such examination of the Contract
documents and of the Plans, Specifications, quantities and of the location, where the said work is
to be done and such investigation of the work required to be done and in regard to the materials
required to be furnished as to enable me to thoroughly understand the intention of same and the
requirements conveniently stipulation and restrictions contained in the contract and in the said
plans and specifications, and distinctly agree that I / We will not hereafter make any claim or
demand upon the Government based upon or arising out of any alleged misunderstanding or
misconception or mistake on my/our part of the said requirements, covenants, stipulations
restrictions and conditions.

I / We enclose an Income Tax verification Certificate. I / We being a registered Public Works
Department Contract.

I / We have already produced an Income Tax Verification Certificate during the current Calender
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 Services of all letters and notices will be as follows:

5.(l)(a) I / We enclose herewith a chalan for the payment of the sum of
Rs.....(Rupees -----
-----) as Earnest Money not to bear interest.

5.(l)(b) I / We have paid Rs. ------(Rupees -----
-----) as Earnest Money of Rs.....(Rupees -----
-----)

Since I am / We are

And eligible to pay the Earnest Money Deposit at Concessional rates.

5.(I)(C) In lieu of cash deposits, I / We have enclosed
a bearing No. Date:
issued by : for a value of Rs.------(Rupees -----
-----)

drawn / endorsed / pledged in favour of The Superintending Engineer, Public Works
Department, Vellar Basin Circle, Cuddalore.

5(I)(D) I am / We are

and hence exempted from payment of Earnest Money Deposit

6. If my / our tender is not accepted, this sum shall be returned to me / us on application when intimation is sent to me / us of rejection or at the expiration of two 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 for the due fulfillment of contract. If intimation being given to me / us by the authority authorised by the Governor under Article: 299 (1) of the Constitution (hereinafter called "the accepting authority) of acceptance of tender, I / We fail to make the additional security Deposits, then I / We agree to the forfeiture of Earnest Money Deposit. Any notice required to be served on me/ us hereunder shall be sufficiently served on me / us if delivered to me / us personally or forwarded to me / us by post (Registered or Ordinary) or left at my / our address given herein. Such notice shall, if sent by Post deemed to have been served on me / us at the time when in due course of Post would be delivered at the address to which it is sent.

I / We fully understand that on receipt of Communication of acceptance of tender from the accepting authority, there emerges a valid contract between me / us and the governor of Tamil Nadu and the tender documents, i.e. Tender Notice, Tender with Schedules, General Conditions to the contract and special conditions of tender, negotiation letters, communication of acceptance of tenders, shall constitute the contract for this purpose and be the foundations of rights of both parties, defined in Clause (iv) of Tender Notice, provided that, it shall be open to the accepting authority to insist on execution of any written agreement by tenderer, if administratively considered necessary or expedient.

I / We have also signed the copy of the Tamil Nadu buildings Practice and National buildings Code and Addenda Volume thereto, maintained in the Division Office, in acknowledgment of being bound by all conditions of the clause of the General conditions to the contract and all specifications for items of works described by a specification number in schedule. A and conditions of the tender, negotiation letters communications etc.

In consideration of the Payment of Rs.------(Rupees -----
-----) or such other sum as may be arrived at under the clause of the General conditions to the contract, relating to payment on Lumpsum basis or by final measurement at unit prices. I / We agree, subject to said conditions to execute and complete the works shown upto the said drawing serially from Number: 1 to inclusive of Schedule –B and described in the specifications Schedule – C and to the extent of probable quantities shown in Schedule – A with such variations by way of additions to or alterations or deductions from the said work and method of payment therefore as are provided for in the said conditions.

10. The term "Executive Engineer" in the said conditions shall mean the Public Works Officer incharge of the Divisions having jurisdiction for the time being over the work who shall be competent to exercise all the powers and privilege 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 authorised 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 Tamil Nadu Public Works Department 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 stipulated period mention in the agreement. Months from the date of such handling over of the site or (premises) and to show progress as defined in the tabular statement (Rate of Progress) subject never the less to the provisions for extension of time contained in Clause: 56 of the General conditions to the contract appended to the Tamil Nadu Building Practice.

1. I / We agree that upon the terms and conditions of this Conditions of this Contract being fulfilled any performed to the satisfaction of the Superintending Engineer, the Security Deposited by me / us as herein before received or such portion thereof as I / We may be entitled to under the said conditions be paid back to me / us as provided in Clause: 64 General conditions to the Contract.

2. I am / We are professionally qualified and my or our qualifications are as follows:

I / We in pursuance of clause of Tender Notice undertake to employ the following Technical Staff for supervising the work and will see that one of them is always at 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

NAME OF TECHNICAL STAFF PROPOSED TO BE EMPLOYED	QUALIFICATION AND EXPERIENCE
1.	
2.	
3.	

3. I / We agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the general conditions to the contract shall be:

The Superintending Engineer of the Palar Basin Circle, Chennai-5 in case the value of Claim is upto Rs.50000 and (ii) I / We agree that in case, the value of claim is Rs.50,001 and above, the remedy will be through the competent Civil court only.

4. In Pursuance of negotiation with Superintending Engineer, Vellar Basin Circle, Cuddalore on
I / We agree to reduce the rates for the items in the schedule as follows:

Sl.No.	Item No.	Short description	Reduced rate per unit
1.	2.	3.	4.

DATE:

SIGNATURE OF THE CONTRACTOR

16. On behalf of the Governor of Tamil Nadu and as duly authorised by the Governor under Article: 299(1) of the constitution the above tender for a value of Rs. (Rupees)is accepted on this day

SIGNATURE AND DESIGNATION

SIGNATURE OF THE WITNESS IN FULL ADDRESS
WITH NAME IN BLOCK LETTERS:

**VELLAR BASIN CIRCLE, CUDDALORE
ANNEXURE**

PARTICULARS TO BE FURNISHED BY TENDERER

1. Name of Tenderer :
2. Name of Work :
3. Date of Tender :
4. Total value of Tender :
5. Details about EMD Enclosed for this tender and its validity period :
6. Registered clause of the tender with monetary limit and department in which registered (Certified copy of the registration should be enclosed) :
7. Recent works executed (Details about name and place of work, value of works etc., should be given) :
8. Works under execution (Details about name and place of work, value of works etc. should be furnished) :
9. Command of labour in brief. :
10. Turn over of previous year (Particulars for a period of Three consecutive years to be furnished) :
11. Whether Income Tax Clearance Certificate is enclosed ? If not when it will be produced :
12. a) Whether Sales Tax Clearance Certificate is enclosed? If not when it will produced. :
- b) Sales Tax Regd. Number :
13. Name of Technical Persons together with the qualification to be employed ? :
14. Details of Machineries available :

SIGNATURE OF TENDERER.

TENDER SCHEDULE

Name of work:

Desilting of Sengal Odai – North End Portion of Agaraputhur Village in Kattumannar Koil Taluk in Cuuddalore.

I/We

offer to execute the above work with tender Percentage of

plus (+) _____ % _____

(OR)

minus (-) _____ % _____

over the department estimated value of work indicated above incase of variation in quantity of various items of works during execution. I/We agree that the amount payable for individual item of work to be as per the department unit rates indicated in the Tender Schedule Percentage for the item as varied in accordance with the Tender Percentage and total quantity of work done. The percentage mentioned above shall not apply at the cost of materials supplied by Department but only to the balance representing the value of the net work done.

Contractor.

Name of Work : Desilting of Sengal Odai North End Portion of Agaraputhur Village in Kattumannar Koil Taluk
in Cuddalore District.

Date of Tender : 28.11.2007 upto 3.00PM

EMD: 14,300/-

Sl. No.	Approximate quantity in words and figures	Description	TNBP No. or other specification	Rate in figures and in words	Unit in figures and in words	Amount
1.	2	3	4	5	6	
1.	43000 M3 (Forty Three thousand cubic metre)	Earth work in all soils except hard rock requiring blasting and conveying for formation of bund with lead of 0 to 100m deploying earthmoving machineries and tippers including benching formation of bunds, breaking clods, sectioning etc. complete complying with standard specification and as directed by departmental officers.	SS 20 A IS 4701 1968	Rs 31.45 (Rupees Thirty one and pasie Forty five only)	1M3 (one cubic metre)	Rs 1352350.00
2.	28600 M3 (Twenty Eight thousand Six hundred cubic metre)	Earth work in all soils except hard rock requiring blasting and conveying for formation of bund with an extra lead of every 100 metre or part thereof deploying earth moving machineries and tippers including benching, formation of bunds, breaking clods, sectioning etc., completed with standard specification and as directed by departmental officers.	SS 20 A IS 4701 1968	Rs 2.60 (Rupees Two and pasie sixty only)	1M3 (one cubic metre)	Rs 74360.00
		Total	Rs 1426710.00			

(Two Items only)

Rs. 1426710.00

(Rupees Fourteen Lakhs Twenty Six Thousand Seven Hundred and Ten only)

Superintending Engineer, PWD, WRO,
Vellar Basin Circle, Cuddalore

SCHEDULE – B

Sl.No.	Description	No. of Plans
1.	Index Plan	1No.
2.	Cross Section	1No.

RATES OF PROGRESS

The following rate of progress and proportionate value of work done from time to time as will be indicated by the Superintending Engineer, Certificates for the value of work done will be required.

Date of commencement of this programme will be the date on which the site (or Premises) is handed over to the contractor.

Period after date of commencement	Percentage of work completed	Cumulative
FIRST MONTH	40 %	40 %
SECOND MONTH	60 %	60 %

The entire work should be completed and handed over to the Department at the end of **Two** months.

sd/xxxx
SUPERINTENDING ENGINEER, PWD, WRO,
VELLAR BASIN CIRCLE, CUDDALORE.

SCHEDULE-C

SPECIAL CONDITIONS AND SPECIFICATION

1. **General :**
The general conditions of the contract and Drawings shall be read in conjunction with the Special Conditions and Specifications and matters referred to shows or described in the former are not necessary repeated in the later.

Now withstanding the Sub Division of Special Conditions and specifications under different holdings every part of its shall be deemed supplementary and complimentary to every other part and shall be read with it to so far as it may be practicable to do so.
2. **Drawings :**
The following drawings shall form part of the contract-Vide Schedule B
3. **Nature of work:**
The work contemplated under this estimate.
4. **Site of work :**
 - a) Before tendering, the Contractor shall visit the site and acquidite himself with then exact nature of the site, conditions and nature of work to be executed.
 - b) No claims for extra payment will be considered by reasons of any difficulty, which arise during the progress of work.
 - c) An arrangement for water supply has to be made by the Contractor at his own cost. The rates quoted should include this.
 - d) The work to be carried out is situated at **Agaraputhur Village**.
5. **Access to the site :**
 - a) The contractor may obtain access to the site by existing roads if any improvements to the road or maintenance is required for this work, he shall have to do at his own cost without claiming extra.
 - b) The contractor shall be required at his own expenses to make good and reinstate at any time during the period, the work to the satisfaction of the **Executive Engineer, PWD/WRO**, Coleroon Basin Division, Chidambaram or his representative, any damages caused to the roads, buildings, where such damage has been caused either directly or indirectly by the contractor on the Execution of his work.

6. Specifications for the Fine Aggregate:

- a) The Type and sources of all fine aggregate for Concrete whether RCC or mass concrete or cement mortar shall be approved by the Superintending Engineer, or his representative.
- b) The fine aggregate, for concrete whether reinforced or not shall be clean, sharp not natural rivers and shall be free from coagulated lumps. Vegetable matters, clay balls, chalk, organic matter and other impurities.
- c) Unless actually Clean all sand shall be thoroughly washed in fresh water at the Contractors cost, to the satisfaction of the Superintending Engineer, or his representatives.
- d) The sand shall be stored on hard platform or brick soling and shall be protected adequately against mixing dust, organic matters and other impurities.

5. Coarse Aggregate:

- a) The type and source of coarse aggregate for concrete whether reinforced cement concrete (or) mass concrete shall be approved by the Superintending Engineer, or his representative.
- b) The coarse aggregate for reinforced concrete shall consist of best quality granite stone chips. They shall be strong durable clean and free from adherent coatings irritable fleaky and laminated plans shall not be present.
- c) Unless initially clean, the coarse aggregates for reinforced concrete shall be washed in fresh water to the satisfaction of the Superintending Engineer, or his representative.
- d) The coarse aggregate both for reinforced and mass concrete work shall be stored on hard platform.

Sd/xxxx
SUPERINTENDING ENGINEER, PWD, WRO,
VELLAR BASIN CIRCLE, CUDDALORE.

SCHEDULE – D

RULES FOR THE PROVISION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

The contractors special attention is invited to Clause 17,30, 39 and 51 of the Preliminary Specification to the Tamil Nadu Building Practice Code and he is requested to provide at his own expense the following amenities to the satisfaction of the Executive Engineer.

1. First Aid:

At the work site there shall be readily accessible place of First Aid and appliance and medicines including adequate supply of sterilised dressing and sterilised cotton. The appliance shall be kept in good order. Applicable to all cases of works other than those relating to roads, Channels and canals when a minimum of fifty workers are employed shall be readily available during working hours.

The contractor shall at his own expenses provide or arrange for the provision of foot wear for any labour, doing cement mixing work and the works involving the use of tar, mortar, etc. to the satisfaction of the Engineer in charge and on his failure to do so. The Government shall be entitled to provide such facilities and recover the cost from the Contractor.

2. Drinking Water :

- a) Water of good quality fit for drinking purposes shall be provided to the working people on a scale of not less than three gallons per head per day.
- b) Where drinking water is obtained from the 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 not less than 50 ft. from any latrine drain or of any other sources of pollution. The well shall be properly chlorine, after before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a strap door, which shall be dust and waterproof.

3. Washing And Bathing Places:

Adequate washing and bathing place shall be provided separately for men and women. Such Places shall be kept in clearly and mainly condition, bathing or washing should not be allowed in nearby-drinking water well.

4. Latrine and Urinals:

There shall be provided within the limits of every places, latrines and urinals in the accessible places and the accommodation separately for each of them shall be in the following procedure may be adopted as directed by the Superintending Engineer, if any particular case.

- 1) Where number of persons employed does not exceeds. 50 – 2 seats
- 2) Where the Number of Persons employed exceeds 50 but not exceed 100 – 3 seats
- 3) For every additional 100 persons 2 seats.

If women are employed separate latrines and Urinals screened from those for men shall be provided on the same procedure as above. Except in work places provided with Water, flushed latrines connected with water borne sewage system. All Latrines shall be provided with receptacles on dry earth system, which shall be cleaned at least four-time daily and at least twice during working hours and tarred inside and outside at least once a year.

The excepts from the Latrines shall be disposed off at the Contractors expenses to out side pits approved by the Local Public Health authority. The Contractors shall also employ adequate number of scavengers and Conservancy staff to keep the Latrine and Urinals in a clean condition.

Shelter During Rest:

At every work place at which 50 or more Women workers are ordinarily employed there shall be provided top huts on suitable size for the use for Children under the age of six years belong to women. One hut shall be used for infants, games and play and the other as their bedroom. The huts shall not be constructed on a lower standard that the following.

- a) Thatched Roofs
- 2) Mud Floors and Walls;
- b) Planks spread over the Mud floor and covered with matting

- c) Where the Number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut one dias to look after the children of women workers.
- d) The creche or chreches shall be properly maintained and necessary equipment like toys etc. shall be provided.
- e) The Huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be two attendances, sanitary utensils shall be provided to the satisfaction of the Health Officers of the area concerned and mother of the Children.

Canteens :

A cooked food canteen of a moderate scale shall be provided for the benefits of Workers if it is to be considered expedient.

Ambulance Facility:

Where large work places are situated in Cities, Town or their suburbs and no beds considered necessary owing to the proximity of City of 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 car shall be kept readily to take injured person/persons suddenly taken seriously ill, to the nearest hospitals.

Sheds for Workers:

The Contractor should be provide at his own expenses sheds for Housing his workmen. The 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 8 feet into 5 feet for two person shall be provided. The sheds are to be in a row with 5 clear spaces between sheds and 800 feet clear span between rows conditions permits. The work people came shall be laid out in units of 400 persons each, unit to have a space of 40 feet on each site.

Labour Regulations:

1. SCAFFOLDINGS

- a) Suitable scaffoldings shall be provided for workmen for all work that cannot be safely done from ladder or by other means.
- b) Scaffold, shall not be constructed or taken down or substantially altered except. Under the Supervisions of a competent and responsible persons. As far as possible by competent workers possessing adequate experience in the kind of work.
- c) All scaffoldings and appliances connected herewith and all ladder shall
 - i) Be of sound materials,
 - ii) Of adequate strength having regard to the load strains to which they will be subjected to and
- d) Scaffoldings shall be so constructed then no party thereof can be displaced of in consequence of nominal use.
- e) Before installing, lifting gear on scaffoldings special precautions shall be taken to ensure the strength and stability of the scaffoldings.
- f) Before allowing scaffoldings to be used by his workmen every Employer shall whether the scaffold has been operated by his workmen on every Employer shall take steps to ensure that in complies fully with the requirements to this articles.

II. WORKING PLAT FORMS, GANGWAYS AND STAIRCASE SHALL BE:

- 1) A) Of so constructed that no part thereof gangways unduly or unequally.
- B) So constructed and maintained having regard to the prevailing conditions as reduce as far as practicable risks of persons tripling of slipping.
- C) Be kept free from any unnecessary obstruction.

- 2) In the case of working platforms, gangways working places and stairways at a height exceeding that to be prescribed by National Laws of Regulations.
 - a) Every working Platform and every gang ways shall be closely and boarded unless other adequate measures are taken to ensure safety.
 - b) Every working platform and every gangway, shall have adequate width and every working platforms gangway working place and stairway shall be fenced.
- III.
 - 1) Every opening in the floor of a building or in a working platform shall except for the time and the extent required to allow the excess of persons or the transport of shifting of materials be provided with suitable means to prevent the fall of persons or materials.
 - 2) When persons are employed on a roof where there is a danger of falling from a height exceeding that to be prescribed by National Laws or Regulations suitable precautions shall be taken to prevent he fall of persons or materials.
- IV.
 1. Some means of access shall be provided to all working platform and other working places.
 2. Every place where work is carried on and the means of approach there shall be adequately lightened.
 1. Every ladder shall be securely fixed one of such length to provide secure hand hold and foot held at every positions at which it is used.
 2. Adequate precautions shall be taken to prevent danger from electrical equipment.
 3. No materials on the site shall be so stacked or placed at to be caused danger of any persons.

2. HOISTING APPLIANCES:

1. Hoisting machines and tackles, including their attachment anchorage and support shall;
 - a) Be of good mechanical construction superior material and adequate strength and free from patent defect and
 - b) Be kept in good repair and in good working order or as means of suspension shall be suitable quality and adequate strength and free from patent effect conveyance facilities such as a car, suddenly taken serious, ill, to the nearest hospitals.
- 2) Every rope used in hoisting or lowering materials or as means of suspension shall be suitable quality and adequate strength and free from patent effect.
- 3) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and re-examined imposition at intervals to be prescribed by National Laws or Regulations.
- 4) Every chain, ring, hock shakle, swivel and pully block, used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- 5) Every crane driver or hoisting appliance operator shall be properly qualified.
- 6) No person under age to be described in National Laws or regulations shall be in control of hoisting machine including any scaffold, which are given to the operator.
- 7) In case of every hoisting machine and of every chain hook, swivel and pully block used in hoisting or lowering or as a means of suspension in the safe working load shall be ascertained by adequate means.
- 8) Every hoisting machine and all gear referred to in the proceeding paragraph shall be plainly marked with the safe working load.

- 9) In the case of hoisting machine and having a variable safe working load each safe and the conditions under which it is applicable shall be clearly indicated.
- 10) No part of any hoisting machine or any gear referred to in para : 7 above of this article shall be loaded beyond the safe working load except for the purpose of testing.
- 11) Motor gearing transmission, electric wiring other dangerous parts of hoisting appliance shall be provided with efficient safeguard.
- 12) Hoisting appliances shall be provided with such means, which will reduce a minimum risk of accidental decent of the load.
- 13) Adequate precautions shall be taken to reduce to a minimum risk of any part of a suspension load becoming accidentally displaced.

11. SAFETY EQUIPMENT AND FIRST AID:

1. All necessary personal safety equipment shall be kept available for the use of the persons employed at the site and be maintained in a condition suitable for immediate use.
2. The workers shall be required to use the equipment has provided and the employer shall take adequate steps to ensure proper use of the equipment by the concerned.
3. When work is carried out in proximity to any place where there is a risk, necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
4. Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

PAYMENT

1. Where there are complaints for non-payment of wages will be with held pending a clearance certificate from the Labour Department.
2. All payment of wages shall be made on a working day except when the work is completed before the expiry of the wages period of which case final payment of bill beyond within 48 hours of the last working day. The term working day means a day on which the work on which the Labour is employed in Progress.
3. Any person aggrieved by the decision of the Commissioner of Labour or Officers deputed by him to conduct enquiry may appeal against such decision of the Chief Engineer-in-Charge of the works. The commissioner of Labour shall be the appellate authority in this regard.
4. The Contractor is bound to allow or cause to be allowed to the Labourers directly or indirectly employed in the works one-day rest for six days continuous work and pay wage at the same rate as for duty. In the event of default the Superintending Engineer, or the Assistant Superintending Engineer, concerned shall have the right to deduct the sum or sums not paid on account not Wages for Weekly Holiday to any labourers and pay the same to the persons entitled there to from any money due to the Contractors.
5. In case on appeal is made by the Contractor under clause.3 about actual payment to Labourers will be made by The Executive Engineer after the Commissioner of Labour has given his decision on such appeal.
6. i) A workmen shall be entitled to be represented in any investigation or enquiry under these regulations by:
 7. a) All Officer registered Trade Union of which he is a Member
 - b) An Officer registered Trade Union of which the Trade Union referred to in Clause is awaited.
- ii) Where the Employer is not a member of any Association or by of an officer of an Association of Employer Connected with or by other employed engaged in the Industry in which the Employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation enquiry these regulations. All fines realized from the workers shall be applied on only to such purpose beneficial to the person employed as approved by a specific authority:
 - a) The worker is not a Member of any Registered Trade Union
 - b) An Officer of a Registered Trade Union connected with or by other workmen employed in the Industry in which the Worker and employee.
- iv) a) An Officer of an association of Employers to which he is a Member.
- b) An Officer of a Federation of Association of Employers to which the Association referred to in Clause : a) above is affiliated.

7. The Contractors shall maintain a Wage register of each Worker in such form as may be convenient, but at the same time it shall include the following particulars:
- i)
 - a) Rate of Daily or Monthly wages.
 - b) Nature of work on which employed.
 - a) Total No. of days worked during each wage
 - b) All deductions from the wages with an indication in each case of the ground for which the deduction made.
 - c) Wages actually paid for each wage period.
 - ii) The contractor shall also maintain wage card for each worker employed on the work. The wages slip should also contain the particulars as in the above clause. Every contractor should get the signature or their thumb impression of every worker in the Wage books.

**SPECIAL CONDITIONS
IN GENERAL TO ACCOMPANY THE TENDER SCHEDULE**

The work shall be carried out in strict accordance with Tamil Nadu Practise and its Addenda Volumes.

**CEMENT:
2-10**

- i. The Contractor has to make his own arrangements for the procurement and supply of the required cement of best quality as per Indian Standard specification at his cost.
- ii. The rates for several items of works involving the use of cement shall be inclusive of cost of cement.
- iii. The contractor shall make his own arrangements for storage of cement at site.

**STEEL
11-15**

- i. The Contractor has to make his own arrangements for the procurement and supply of the required steel, binding wire of best quality as per Indian Standard specification at his cost.
 - ii. The rates for several items of works involving the use of steel shall be inclusive of cost of steel.
 - iii. The contractor shall make his own arrangements for storing the steels at site
5. The sheds for storing materials should be put up the Contractor at his own cost. He should also dismantle the store sheds and clear the site at his cost, on completion of the works.

3. WATER REQUIRED FOR THE WORK:

17. The water requirements must be made by the Contractor at his own cost for the works.

18. Departmental machinery to the extent available will be supplied to the Contractor and the hire charges will be recovered for the machinery from the Contractor's Bill at the use rates fixed by the department for actual hours of working. The total working hours will be added and rounded off to the next full hour at the close of the day, the Contractor has to make his own arrangements for the machinery, which are not available in the Department. The Contractor cannot claim use of Departmental machinery as a matter of right.

5. Employment of Technical Person:

19. The tenderer who are themselves not professionally qualified shall undertake to employ qualified technical men at their own cost to look after the work. The Tenderers should state in clear terms whether they are professionally qualified or whether they undertaken to employ technical men required by the Departmental specified in the schedule below for the work. In case the selected Tenderers is professionally qualified or has undertaken to employ technical men under them, the should see that the technically qualified men is always at site of works during working hours personally checking all item of work and paying extra attention, to such work as may demand special attention. Details of the technical personal has to be employed is as follows.

Sl. No	Value of contract	Qualification and Number of Technical Assistants to be employed
1.	Above Rs. 1 Lakh and Upto 5 Lakhs	i) One diploma holder in Civil Engineering (or) one retired Junior Engineer
2.	Above Rs 5 Lakhs and upto Rs.10.00 Lakhs	i) One BE (Civil) (or) one retired Assistant Executive Engineer/Assistant Divisional Engineer. (or)One diploma Holder with three years experience
3.	Above Rs.10 Lakhs and upto Rs.25 Lakhs	i) One BE (Civil) with three years experience plus one Diploma Holder in Civil Engineering (or) one retired Assistant Superintending Engineer, plus one Diploma holder in civil Engineering (or) two diploma holder in civil Engineering with three and five years experience re respectively.
4.	Above Rs.25 Lakhs upto Rs.50 Lakhs	i) One BE (Civil) with three years experience plus two diploma holder in civil engineering (or) One BE Civil with three years experience plus two retired Junior Engineer. (or) One retired Assistant Executive Engineer,/Assistant Divisional Engineer plus two Diploma Holder in Civil Engineering.
5.	Above Rs.50 Lakhs	To be examined in individual case depending on the nature of work and the technical skill involved and defined in the tender notice regarding the number of qualified technical personal to be employed.

20. If the Tenderer, who is not professionally qualified fails to employ the technical men indicated above on the works penalty will be levied as follows during the period of non employment of the Technical men.

A penalty of **Rs.2000** per month for Diploma holder and **Rs.5000/-** per month for Degree holder is levied.

Notice :

In case the Tenderer who is professionally qualified not in a positions to remain at the site of work during the working hours personally checking all items of work and paying extra attention to each work as may demand special attention, he should employ technically qualified men as mentioned above.

EMPLOYMENT OF LABOUR :

21. The Tenderer shall not employ the labour below the age of 12 year. He should offer employment to Ex-Servicemen extoddy tapper and unemployed Agricultural Labourers as far as possible.
22. One ITI Trained Mason for every 10 persons or part there of should be employed.
23. Sufficient Labourers as may be required by the Executive Engineer, shall be employed on the work so as not slow down the progress of work.
24. The tenderer shall have not claim for any loss due to unforeseen circumstance including suspension of work on any cause.
25. Accidents to persons employed by the Contractor resulting in compensations being paid as per the Workmen's Compensation Act, shall be to the Contractors, Account.
26. The Contractors shall take all precautions necessary to avoid accident and he shall indemnify the Department for any loss or deemed to any loss or demand to any person or Government property any Compensation payable to any body.

ACCOMMODATION FOR THE USE OF CONTRACTORS:

27. The Contractor should provide at his own cost, all accommodation which will be required for housing his skilled and unskilled Labourers, Engineers and other Staff in addition provide at his own cost the Garages, Shelters and other temporary service Buildings required. Land required for putting up such accommodations will be given to the charge to the Contractors.

CARTAGE OF MATERIALS:

28. The quarry specified in the schedule is the nearest work spot wherein the materials as per specification and requirements are now available. But if the quarry containing similar materials equivalent value specification happens to be at nearest distance to the work spot than to the quarry noted in the Schedule, the Executive Engineer, shall have the right to ask the Contractor to quarry the required materials only from the nearest quarry and to allow rates for the same based on the lesser lead, during the time of execution of work.
29. If the Contractor bring materials such as bricks, bricks jelly, sand stone, stone jelly etc. from a quarry nearer than that given in the Schedule, rate will be reduced proportionately including Tender cut if any allowing for the shorter lead while making payment.

PAYMENT:

30. Payment will be made on detailed measurements. Any one the items in the Schedule may be omitted or altered radically and no variation in the rate shall become payable to the Contractor on the account of such omission of items of variation in quantities.
31. Intermediate payment will not be made unless the value of work done measured upto date exceeds Rs.2000/-
32. Before payment of final bill the Contractor shall produce certificate from the Income Tax authority that all Income Tax payable by him upto date has been paid and certificate from the Sales Tax authorities that all the Sales Tax payable by him upto date has been paid.
33. The Executive Engineer, will be at liberty to carryout any portion of the work at any time, either departmentally or through any other in the interest of Government without assigning any reason to the Contractor who is actually doing the work and The Executive Engineer,'s decision will final and binding on the Contractor. The Contractor is not entitled for any compensation on account of this.
34. In the event of works being transferred to any other Circle,/Division/Sub Division having jurisdiction over the work shall be competent to exercise all the powers and privilege reserved in favour of the Government.
35. The Tenderer shall fill in column:7 of the Schedule.
36. The rates should be inclusive of all taxes payable to the Government by the Tenderer.
37. The rates shall be for the finished items of works and no extra will be paid for seniorage
38. Amount of 2% of the value of work including cost of materials supplied Departmentally such as Cement will be deducted towards income tax from Contractor's bill at each stage of payment.
39. Tenders with tampered seal will not be accepted.
40. Tenders containing over writing's or correction, which are not attested by the Tenderer, will be liable for rejection.
41. Tenders received without EMD will be summarily rejected
42. The site is cleaned by the Contractor after completing the works as required by the Departmental Engineers.
43. The works shall be carried out without any hindrance or damage to the existing cross masonry work such as bridges, Super passage, Sluices etc.
44. The rate in the Schedule for different items of works for finished work and no extra will be paid baling water shoring strutting etc.
45. The Tenderers shall inspect the site of work before Tendering and satisfy himself as to the nature of work materials provided and their availability etc.
46. Additional items of works not contemplated in the Schedule should not be executed without the written order of the Superintending Engineer, and payment for such item of work will be made only after rate for such additional items are settled in advance and accepted by competent authority.
47. Any amount becoming due from the Contractor on account of the Contract, even after effecting recoveries from the bills for this work and other works entrusted to the Contractor will be arranged to be recovered from the Contractors under the provisions of the revenue Recovery Act.
- 48.a) For all modifications, omission, or additions to the drawing and specifications, the Superintending Engineer, will issue Revised Plan or written instructions or both. No modification omission or addition shall be made unless so authorised and directed by the Superintending Engineer, in writing. The Superintending Engineer, shall have the privilege of ordering modifications, omission or additions at any time before the completion of work and such order shall not operate said changes do not conflict.
- b) The Contractor shall be responsible for all materials and other articles and things which may be supplied by the Government from time to time he takes deliver thereon and shall use them only for the purpose 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 the Government of such loss damage wastage or undue wear and tear such sum as Superintending Engineer, may determine.
- c) The Contractor should make his own arrangement for keeping in safe custody of the materials supplied by the Department and he should maintained day today accounts to be produced to the Departmental officers whenever called for. Shed for storing such departmental materials should be put up by the Contractor at his own cost.

- d) 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 drawing and contract specification mode of procedure, and the carrying out the work, the decision of the Superintending Engineer, shall be final and binding on the Contract and in any Technical Question which may arise, the Superintending Engineer's decision will be final and conclusive.
- e) The Contractor shall, on the request of the Superintending Engineer, immediately dismiss from the works and person employed thereon who may in the opinion of the Superintending Engineer, to be incompetent or misbehaving and such person shall not be again employed on the work without the written permission of The Executive Engineer. But Contractor may appeal to the Executive Engineer, against such dismissal.
- f) The Contractor shall in his own expensive keep constantly in the works a competent Maistry or Agent, and any directions or explanations given by the Superintending Engineer, or his representatives to such a Maistry or Agent shall be held to have been given to the Contractor, the Contractor shall further provide all staff which is necessary for the proper supervision, execution and measurement of the work to ensure full compliances in terms of the contract.
- g) No seigniorate shall charged where due for materials quarried from the Public Works Department or other Government quarries, necessary assistance will be given to the Contractor by the Department to obtain access to quarries approved by The Executive Engineer. No plot rent shall be charged for materials stacked on Government land during the course of construction provided that all such materials are removed within one month after the work is completed.
- h) Seigniorage charges due to use of private quarries and private land shall be paid by the Contractor.
- i) Further the Contractor particular attention is invited to the Preliminary specifications to Clause 7.17.20, 25.27.34.40 to 49.51.57 and 38 OF TNDSS regarding materials and stores carriage, scaffolding arrangement etc. sun protection, a tools and seigniorage setting out works. Observances by Law Local regulations Notices and attachments, Accidents, Blasting Protection adjoining and existing premises permitting other workmen, Holes for water services, Gas, Electrical and Sanitary Holidays, Order Book, Date of commencement, Date of Completion etc, and the Contractor shall comply with the above specification.
- j) On completion of work the Contractor shall not be permitted to remove the materials laid for formation of road is allowed to use in the existing roads and he shall maintain them in good condition at this own cost through out the period of the Contract.
- k) Any surplus Materials remaining at the site will not be generally taken over by the Department whether before or after the complete determination of contract. Such Materials either which were originally procured by the Contractor were issued to him by the Department and charged to his account are the property the Contractor and however by taken over by the Department, if required for use on other works which are in progress only by special arrangement. They will be issued at the prevailing market rate (i.e) Materials can be procured at the stores or from Public Market, whichever is higher.
- l) The surplus Materials which were originally issued to the Contractor by the Department for use of the work shall not be removed from the site of work without getting the written permission of The Superintending Engineer.
- m) Payment will be made on detailed measurement recorded in CGS Unit.
- n) The Contractor shall at his own expense arrange for the provision of foot wear for any labour doing cement mixing work and all other similar type of work involving the use of tar, mortar, etc., to the satisfaction of the Engineer incharge and on his failure to do so, Government shall be entitled to provide the same and recover the cost from the Contractor. Clear fresh water shall be used on the work. If night work is required to fulfill the rate of progress all arrangements shall be made by the Contractor himself inclusive of lighting without any claim for extra rates. The site should be cleared by the Contractor after completion of the work as required by Departmental officers.
- o) The Contractor will be held responsible for any untoward accident that may occur during execution of works. The Contractor shall indemnify the Department for payment of compensation. If the Contractor fails to discharge his obligation satisfactorily the Department reserve the right to recover the amount from bills or dues to the Contractor.
The Contractor shall have no claim for any loss due to unforeseen circumstances for suspension of works due to any cause.

The Contractor is solemnly responsible for the payment of Sales Tax or other according to the rates fixed in relevant acts of Tamil Nadu Government and as may be revised from time to time.

Before the payment of final bill the Contractor shall also produce a certificate from the Income Tax authority that all Income Tax Payable by him upto date has been paid and Certificate from the sales Tax authority that all sales tax payable by him upto date has been paid.

49. The earth required for the work shall normally be selected by the Department Engineers and the Tenderer is to use that earth so selected for forming Bank, etc as directed by the Departmental Engineers.
50. The Contractor should not put in borrow pits for removed of earth for the work in haphazard fashion. They should only be put in the place and in such manners as may be directed by the Departmental Engineers in charge of the work.
51. The Contractor should not without any written consent or order enter private land and remove earth there from. If he does so he is doing it at his own risk and cost.
52. A deduction of 20% and 10% will be made in the quantity of earth work measured for thundus and muttoos respectively and refund of amount on account of this deduction will be made the thandoos and muttoos are not removed within fifteen days from the day of check measurement or within the period fixed at the direction of the Superintending Engineer, the 20% and 10% deduction made earlier will be final.
53. The Sectioning of the Bank should be done immediately after the work in reach is completed. The final sectioning must be completed within fifteen days after the completion of the work in the entire reach.
54. Payment for sand will be made for quantity of sand stacked after making necessary deduction for bulkage from the stacked quantity.

SPECIAL CONDITIONS FOR EARTH WORK EXCAVATION IN ROCKS REQUIRING BLASTING:

55. In the case of earthwork excavation in rocks requiring blasting, the Tenderer should observe the following conditions;
 - I) The blasted rock shall be completely stacked for measurement. The net quantity of blasted rock shall be arrived at by allowing deduction of 40% for voids and compared with pre-measured quantity and only the lesser of the two shall be taken for payment.
 - II) Where rocks other than hard rock are mixed up on ground the two kinds of rocks shall be stacked separately for measurement. The net measurement of the two kinds of rocks shall be arrived by applying 40% deductions for voids. The total of net measurement of two kinds of rock shall be compared with the pre-measured quantity and only the lesser of the two shall be paid for. If the total of net measurement 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 of stacks of two kinds of rock.

NOTE: 40% deduction for voids shall be adopted for compact and proper stacking but such percentages of deduction shall be increased for loose (or improper) stacks:

- I) The blasted rock materials stacked, measured and paid for shall become the property of the Department
- II) In ISI Coder No.1200 (Part-I) 1969 method of measurement of Buildings and Civil Engineering of work Part-I Earthwork may be referred as and when necessary.
- III) All blasting operations should be carried out strictly in accordance with the rules and regulations and various conditions laid down in SS No.19 MDSS. The Contractors are solely responsible for all or any misshapes and should indemnify the Department for payment of incidental charges of compensation arising out of the faulty arrangement of the Contractor during blasting operations and during conveyance of explosives.
- IV) The Contractor shall make his own arrangements for safe storage of the explosives and other materials required for blasting. The temporary structures put up by him for such purpose shall be well away from inhabited places and should comply with the regulations of the Revenue Department. The Contractor shall obtain temporary permits for a storage of explosives from the revenue Department.

- V) All blasting materials such as country gunpowder, fuse, coil high power explosives like gelatin, decorator, etc., shall be arranged by the Contractors themselves. The above Materials will be supplied by the department only if available and cost thereof will be recovered from Contractors at issue rates arrived by the Department from time to time. The rate of recovery shall include all incidental charges, centage charges, storage charges etc.
56. The contract will be an absolute only subject to all risks.
57. For the purpose of payment of earth work for the formation of bund where special consolidation is done using mechanical and power roller, the quantity as per borrow pit measurement or the quantity of earth work as per levels after consolidation with 15% allowance over the finished earth work whichever is less, will be taken as final quantity.
58. In case of any dispute or difference between the parties to the Contract either during the progress or after completion of the works or after determination abandonment or breach of the contract, or as to any other matters arising there under expect as to the matters left to the sole discretion of Superintending Engineer, Clause 18,20,23,25,27,31,34,35 and 37 of the General conditions of the contract contained in TNDSS or as to the with holding by The Superintending Engineers of the payment of any bill to which the Contractor may claim to be entitled then either party shall forth with given to the other notice of such dispute or difference shall be and if hereby referred to the arbitration of the Superintending Engineer, of the nominated Circle, mentioned in the articles of Agreements (herein after the arbitration) in cases where the value of claim is less than or up to Rs.50,000 and in cases where the value of claim is more than Rs.50,000 and parties will seek remedy through the competent Civil Court.
59. The exact location of masonry works to be constructed will be fixed by the Superintending Engineer, or Assistant Superintending Engineer, at site and works are to be executed as per the drawing and direction of the Superintending Engineer, or the Assistant Superintending Engineer, at site.
60. The alignment and depth of foundation are tentative and liable for variation. The dimension of the work and its individual parts are also tentative and liable for variation.
61. The thickness of walls, though build in FPF system will be measured in CG system and that the decision of the Superintending Engineer, in respect of the measurement of walls in equivalent metric dimensions shall be final and binding for the purpose of payment.

CONDITIONS FOR CONCRETING

62. 1) Ordinary concrete may be used for the concrete of grades M.100, M.170, M.200. Proportions of materials for nominal concrete mixed for ordinary concrete shall be in accordance with the proportions mentioned in the tender Schedule.
- 2) In proportioning concrete, the quantity of cement should be determined by weight. The Quantities of fine, coarse, aggregate may be determined by Volume.
- 3) The water cement ratio shall not be more than those specified in standard ISI.

NOTE:

1. In the case of vibrated concrete, the limit specified may be suitably reduced to avoid aggregation.
 2. A water Cement ratio is found to give a concrete which is just sufficient wet to be placed and compacted without difficulty with the means available shall be maintained.
 3. The slump test be conducted in accordance with good practice.
 4. Allowance should be made for surface water present in the aggregate when computing the water content. Surface water shall be determined by field methods in accordance with good practice.
63. Broken stone must be free from all dust and dirt. All faces of the stone must be perfectly clean they should be hard sharp angular pieces broken to size, defined in the Schedule.
64. The Contractor should produce a certificate of clearance of Sales tax from the appropriate authority as and when required.
65. Before work is started the site shall be cleared of all obstructions like small trees and bushes along with their roots heavy grass and scrubs by the contractors at his own cost of the preliminaries to start the work such as Contractor's Office/Store Shed/Women's shed etc.
66. The Contractor will not have any claim in case of delay by the Department in shifting raising, removing of telegraph, telephone or electric lines (Overhead or underground and other structures, if any which may come in the way of the work.

67. The Contractor shall be solely responsible for the payment of sales tax under the provisions of Madras General Tax Act as in force from time to time in the rate at which such tax is levied.
68. Rates quoted in the tender is final and further negotiation will be entertained.
The Arbitrator for fulfilling the duties set forth in the Arbitration Clause of the standard Preliminary specifications shall be Superintending Engineer,, Public Works Department , WRO, Palar Basin Circle, Chennai.5
69. The Contractor shall make his own arrangements for giving medical assistance to treat minor cases of sickness or accidents among the labour forces engaged by him.
70. All Materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall if required by the Superintending Engineer, in charge shall see to it that the Materials so comply.
71. Contractors shall indemnify the Department on any agent servant or employee of the Department against any action. Claim or proceedings relating to the infringements use of any patent of design any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles of Materials or part thereof included in the contract.
72. All charges on account of Octroi, terminal or Sales Tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Department including those due to loading, unloading, lead and lift shall be borne by the Contractor.
73. The work executed by the Contractor, under those a contract shall be maintained at Contractor's risk until the work is taken over by The Superintending Engineer,. The Government shall not be liable to pay for any loss or damages occasions by or arising out of fire, flood, volcanic eruptions, earth quake other conclusions of nature and all other natural calamities risks arising out of acts of God, during such period and that the options whether to take insurance coverage or not cover such risks in left to the Contractor.
- 74.a) Time is the essence of the Contract and it shall be clearly understood hat the Tenderer has a definite programme to carryout the work within the time limit set vide clause of tender notice.
- b) Immediately after the conclusion of the agreement and before the work is began, the `contractor shall furnish in writing to the Engineer in charge for approval a programme of his proposed general and detailed arrangements for carrying out the works and of the time, order and manner in which it is proposed to execute the various sections of the work.
- c) The work agreement on approval of the programme by the Engineer in charge, shall not relieve the Contractor of any of his responsibilities to complete the whole of the works by the prescribed time to extension of the time agreed upon if any.
75. a) It shall be ensure that the works are carried out according to the agreed programme and no changes are made except with the prior approval at the instance of the Engineer incharge
- b) Contractor shall give the Engineer incharge a Monthly Progress of work done during the month, by the month, by the fourth of the following month..
- c) The progress of works will be reviewed periodical by the Engineer incharge with the Contractor shall there upon take such actions as may be necessary to bring back his work to Scheduled without additional cost to the department either by employing over time operations, increasing the number of shifts, capacity of equipment or as otherwise directed the Engineer in charge.
76. If any urgent work is found necessary for the completion of the work, the Engineer in charge shall direct the Contractor to carryout the same. If the Contractor is unwilling to carryout the same the Engineer incharge may execute the work with his own labour if he considers it necessary. If the Contractor is liable to carryout such urgent work under the contract all expenses incurred by the Departmental shall be recoverable from the Contractor and be adjusted against any sum payable to the Contractor.
77. All necessary personal safety equipment as considered adequate by the Superintending Engineer, shall be kept available for the use of persons employed on the site and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

78. When the work is one near any place where there is a risk of life all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provisions should be made for prompt first aid and treatment of all injuries likely to be sustained during the course of the works.
79. The levels furnished in the plan are based upon the investigation done by this Department. If thereby any change in levels, water levels, etc., during actual execution the Contractor is bound to accept them any place and they are not eligible for any extra claim for such change in levels.
80. The tenderers must be prepared to conduct tests at his own cost, materials used in the works in Standard laboratories and produce test certificates to ensure quality of Materials. The Tenderers must submit his quotation for such item of work inclusive of cost of Materials. The Tenderers must submit his quotation for such item of work inclusive of cost of conveyance of all materials lab-testing charges etc. complete.
81. Surface flow of water should be diverted away from the site of excavation by formation of temporary divisions bunds.

82. DATE OF COMMENCEMENT AND COMPLETION:

- 82.1 On notification of possession of the site (Of premises) being given to the Contractor by letter registered for acknowledgement as provided in clause 9.1 supra, he shall forthwith being 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 Superintending 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 and damages from Government if he incurs any expense 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 obtained refund of his security deposit such intimation of handing over the site is delayed more than two months from the date of acceptance of the agreement by competent authority.

DELAY AND EXTENSION OF TIME:

- 83.1 No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie except, as herein after defined. Reasonable extension of time will be allowed by the Superintending 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 Superintending Engineer, are undoubtedly beyond the control of the contractor. The Superintending Engineer, shall assess the period of delay or hindrance caused by any written instructions issued by him, at 25 per cent in excess of the actual working period so lost. If at any time the Superintending Engineer, is of the opinion that there has been avoidable delays and the Contractor fails to maintain the rate of progress specified in the articles of agreement, or shall be lawful for the Superintending Engineer, to impress penalty order forfeiture from the deposit and sanction the extension of time for such delays. Provided however, the penalty and forfeiture shall be governed as per clause 84.2 and 84.3.
- 83.2 In the event of the Superintending Engineer, failing to issue necessary instruction and thereby causing delay and hindrance to the Contractor, the later shall have the right to claim an assessment of such delay byb the Superintending Engineer,.of the Circle,. The Contractor shall lodge in writing to The Superintending Engineer,, a statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement otherwise no extension of time will be allowed.
- 83.3 Whenever authorised alterations or additions made during the progress of the work are of such a nature in the opinion of The Superintending Engineer as to justify and extension of time in consequence thereof, such extension of time will be granted in writing by The Superintending Engineer or other competent authority when ordering such alterations or additions.

- 83.4 Delays in commencement, or progress of neglect of work or suspension of work by the contractor and forfeiture of earnest money, Security deposit and withheld amounts.
- 84.1 Time shall be considered as of the essence of the contract. If, at any time, The Superintending Engineer. Shall be or 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 articles of agreement plus any extension of time, or the contractor shall suspend the works or subject the work or a portion there of without the sanction of The Superintending Engineer,. Or violates any o f the provision of the contract, The Superintending Engineer shall so advise the contractor and at the same time demand compliance. If the contra for neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time be lawful for The Executive Engineer to impose a penalty or forfeiture on this contractor from the deposit or to determine the contract.
- 84.2 The penalty of forfeiture referred to in clause 84.1 shall not exceed 5% of the value 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 Superintending Engineer under this clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than The Executive Engineer.
- 84.3 It shall be a further right of The Superintending Engineer to give any part of the work to any other contractor at his discretion or have it done departmentally in order to maintain the rate of progress and the contractor shall then be determined for only that portion of the work given to the other contractor or done departmentally. The forfeitures under clause 84.2 will in these circumstances be applied and any excess expenditure incurred on this account shall be recovered from the original contractor.
- 84.4 Determination of the contractor referred to in clause 84.1 shall carry with it the forfeiture of the security deposit. After determining the contract The Superintending Engineer shall have the right to give any part of the work to any other contractor in the unexecuted portion of the 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 by him, shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contract or any other account whatsoever. 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.
- 84.5 In the event of any one of the above clauses being adopted by the Executive Engineer, the contractor shall have no compensation for any loss sustained by him by reasons of his having purchased or processed any materials entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until The Superintending Engineer .Has certified in writing the performance of such work and the value payable in respect there of and he shall only be entitled to be paid the value so certified.
- 84.6 In the event of The Executive Engineer putting in force all or any of the powers vested in him under the clause 84.4 he may if he so desires after giving a notice in writing to the contractor take possession of the works, and site and all such plants and materials there on (or any ground contiguous there to) and all such plant and materials as above mentioned shall there upon be at the disposal of Government absolutely for the purpose of completing the work. After such notice shall have been the ground contiguous there to any plant or materials belonging to him which shall have been placed there on for the purpose of the above work, Government shall not the completion of works, under the provisions therein, 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 there of the contractor shall be paid for the same in account, at the contract rates to the certified there of shall be final. Otherwise the Government may give notice in writing to the contractor to remove and of his plant and or materials from the site and not required for 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 the same holding the proceeds less the cost Roof removal and sale, to the credit of the contractor. The certificate of The Executive Engineer as to expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CONDITIONS FOR EARTH WORK AND EMBANKMENT:

The entire earth work shall be carried out in accordance with the relevant clauses of the Tamil Nadu Detailed Standard Specifications and National Building Code and confirming to the Special Specifications set forth hereunder.

The site should be cleared before the excavation of foundation and starting of work.

The rates specified in the schedule for the different items of works are for the finished work like shoring, strutting, slanking, sheeting etc., found necessary during excavation of work.

Baling of water as and when necessary will be arranged for the work, by the Department. The rates quoted for embankment shall include all the incidental works such as jungle clearance and top soil removal in borrow areas and roads required for conveyance and removing all pebbles and stones from the earth in borrow area.

The excavation and depositing of excavated soil shall be carried out as per the direction of departmental officers.

A deduction of 20% and 10% will be made pending removal of thundoods and muttoos and the amount so as the deducted will be paid after the satisfactory removal of thundoods and muttoos. If the muttoos and thundood are not removed within a period of fifteen days from the date of check measurement by the competent Officer, the deduction originally made shall be treated final and wilol not revoked.

Each and every borrow pit will be individually marked either by the Section Officer or by the Assistant Executive Engineer and in urgent cases by the Technical Assistant inchargeof the works subject to the approval of the Section Officer, Earth should be removed only from the places marked and to the depth ordered by the above officers.

No borrow pit should be less than 0.5 M in depth and a gap of not less than 0.5m. should be left between any two consecutive pits. The length, width and depth of pits shall be decided to suit the requirements of earth work. When pits are excavated for more than 3m in width, diagonal thandoods should be provided. In case the depth of the pit has to be kept lower than 0.5m as mentioned above, the prior approval of The Executive Engineer must be obtained.

The Contractor should not put borrow pits in a haphazard fashion and they should be put only in the places and in such a manner as directed by the Officer in charge of the work. If any unauthorised pits are put by the Contractor the same will not be measured and the same will have to be filled up to his own cost.

The Contractor shall confine to the areas allotted to him in the borrow area. Any borrow pit in areas not allotted to him and in reach not specifically allotted to him and in reaches allotted to other Contractor will not be measured and the Contractor shall have no claim to such earth work.

In case of any dispute of classification of soils in earth work the decision of The Executive Engineer shall be final and binding on the contractor.

Before forming the embankment the site for the full width of the base of the embankment shall be cleared off all trees, scrub jungle, areas, etc. loose stones, rubbish shall also be removed from the surface to the covered by new earth. Before putting new earth, key trenches should be excavated by directed by the Departmental Officers.

The earth for forming embankment should be free roots, vegetables seeds etc. All and lumps shall be broken to ensure close condition. The earth required shall be normally selected by the Departmental Officers and the Contractor use only such earth selected.

No stone larger than 4mm in greatest dimension shall be permitted in any part of the rolled embankment. Any stone or rock which imperie the action of the Power Roller or Hand Roller shall be removed. Any stone which remains in the body of the embankment shall be separated by a cushion of earth.

The canal should be excavated according to the approved section and as directed by the Departmental Officers. If any extra width or depth other than specified is cut in the case of soils and rocks requiring blasting no extra payment will be made to the Contract for such extra width and depth further in the case of soil excluding rocks requiring blasting the canal should be reformed as directed by the Departmental Officers by the Contractor himself at his cost, failing which the reformation will be done departmental and the cost upto the required level (bed level thickness) of bed concrete shall be done by the contractor, failing which the same will be done departmentally and the cost will be recovered from the Contractor's Bill. Regarding the over excavation in the sides of the canal, the same will have to be reformed with an inner layer of random rubble masonry in clay and an outer layer of random rubble masonry in cement mortar 1: 2-23cm. Thick and plastered with Cement Mortar 1:3-20mm thick. In the rundown rubble masonry in Cement Mortar 1:3 and plastering with Cement Mortar 1:3-20mm thick only.

Banks should be formed in model sections up at intervals of 30m in case where the bank is to be used as an inspections rack, the height or the bank shall not be more than on metre. The spoil banks shall not be unduly high.

While comparing the quantities for measurement in borrow areas and bund formed, where special consolidation is done using mechanical roller and or hand or power roller an increase upto 15% of the finished quantity may be added and the final quantity arrived at as indicated below:

- i) The quantity as per borrow pit measurement
- ii) The quantity of earthwork as per levels after consolidation with 15% allowance for consolidation, the lessor of the above two shall be taken as final quantity of earth work done for the purpose payment.

The Contractor's responsibility is for excavating earth from borrow area, loading in to his lorries, Transporting it and unloading in places shown by the Departmental Officers.

18. Whenever the earth is to be conveyed in Contractor's Lorries from borrow areas the earth loaded to the lorries shall be transported and unloaded at the places shown by the Departmental Officers, any earth deliberately unloaded in the intermediate places, the cost for the loan will be recovered from the Contractor's Bill. The cost of conveying this earth will not be billed for. Before consolidation by power Roller, the earth should be rehandled Properly and packed in position of the embankment.

19. Jungle clearance in the borrow area shall be done by the Contractor at this cost.

20. Haul road to and in borrow area shall be laid by the Contractor at his cost.

21.EARTH WORK: CONVEYANCE OF EARTH-MODE OF MEASUREMENT:

- a) In case where borrow pit measurements cannot be recovered in view of the fact that the earth to be conveyed is in the form of mound or it is already excavated and dumped earth, the pre-measurements of earth conveyed actually by each lorry delivered at the work site should be recovered and check measured before on the work and total quantity received should be arrived at.

- b) In case the earth is to be deposited in the area, spot levels of the site proposed for filling should be taken before starting the filling work and final levels should be taken and quantity of earth deposited arrived at before payment. In case the earth conveyed is for forming an embankment if strengthening or repairs to an embankment the pre-level and final levels in the case of repairs and Strengthening of the embankment should be taken and quantity of earth actually used arrived at and compared.
 - c) In the basis of the measurements recorded as stated above the quantity of earthwork done for purpose of payment of Contractors.
22. The revetment should be built upto an uniform depth as directed by the Departmental Officers. Each store should be to the full depth of revetment upto 45 cm. Depth and not less than the thickness specified by the Departmental officers.
- a) The rough stone and face stone hammer dressed and chisel dressed required for the work shall be collected by the Contractor from the Local Quarries shown by the Departmental officers.
 - b) The face stones, hammer dressed to be supplied buy the Contractor shall be as per TNBP for three line dressing of spill way surface, the stones shall be so dressed that the caration between the elevated and depressed points on the surface when judged from straight edge held against it shall not be more than 0.15 cm.
 - c) Cleaning masonry surface for laying masonry will have to done by the Contractor, as per relevant specifications of TNBP.

If masonry work has been stopped by the department for more than two weeks for any reasons and the Superintending Engineer, PWD, WRO considers if necessary to chip the mortar joints and made them for ¾" depth before laying fresh masonry it will be paid for separately at the rates relevant items in the Schedule and when there are no rates in the Schedule supplemental rates will be worked out. However, payment will not be made for this item, if the work has been stopped by the Contractor for any reason. The decision of the Superintending Engineer, will be final and bindings in this regard.

If the masonry surface gets smeared with waste, oil, grease, etc, by the working of drills of drills or due to other cause, such places shall be cleaned and chipped if necessary by the Contractor at his cost.

The random rubble masonry work and coursed rubble masonry work with hammer dressed or chisel dressed stones for the face work shall be homogeneous, construction and hence face masonry shall be properly keyed into the hearing masonry. The face work shall consist of headers and stretchers laid at right angles to the face better.

For random rubble masonry for hearthing the stone are to be set in the work in their flat bed as received from the quarry after knocking out week corners and edges with the masons hammers. All stones chips, silt, etc., shall be washed clean with water before use so as to ensure a clean surface for the mortar to adhere to and shall be sprinkled with water before actually placing in the work to prevent absorption of water from the mortar. The stones shall be carefully laid so as to break joints as much as possible and solidly bedded with closed joints, random rubble masonry shall be worked a trowel to shaky mass and the selected stone laid on this bed shaken to sink into it squeezing it out as the sides.

The stones should then be hammed down by a mallet or hammer of 12 to 16 lbs, weight and pressed towards the adjacent stone at the time without touching them. Additional mortar should them be added to fill the intervening space and well worked by trowel and a light hand bar ½" diametre 2 feet long to mix up well with bottom mortar and the stone vibrated to the extent necessary to bring up all excess mortar and any trapped air in the mortar. When the mortar is in the state quaking mass, the biggest suitable spall shall be driven into intervening spare by a hand hammer 4 to 6 lbs, thusb consolidating the mortar and squeezing out all excess for the nearby again, thus preventing thick beds of mortar. This should not be put in before filling the joints with mortar.

The masonry surface should be kept as rough as possible to secure good bond between successive layers. Before commencing masonry over the masonry laid the previous day the surface should be wire brushed so as to remove all laitence, excess mortar etc.

Necessary 'L' Bolts and twisted clamps will be supplied at the Department free of cost. But fixing of the 'L' Bolt and twisted clamps will have to be done by the Contractor and the rates for masonry shall include the fixing of the bolts and twisted clamps. Any amount of fallen due from the Contractor on account of this contract even after recovery from the Bills for this work and any other Contractor provision of Revenue Recovery Act.

ARBITRATION:

The Arbitrator for fulfilling the duties set forth in the Arbitration clauses of the General conditions of the Contract shall be.

- 1) The Superintending Engineer, Public works Department, WRO, Palar Basin Circle, Chennai.5 in case the value of the claim does not exceed Rs.50,000/-
- 2) The competent Civil Court in case the Value of the claim in Rs.50,000 and above.

ADDITIONAL CONDITIONS:

The earnest Money Deposit may be paid into the Branch of State Bank of India or into the Government Treasury to the Credit of **Executive Engineer, PWD, WRO, Coleroon Basin Division, Chidambaram** under the Head of Account "8782 Cash Remittance Part.III (b) PW,III O.R.D.P. Code 8782 R ACAD 0000" and enclose the Chalan with his tender. The Earnest Money deposit may also be in the form of small saving scripts/deposits/account and enclose with his tender. Such deposits may be in the shape of National Savings Certificates/Time Deposits issued by any Post Office and it should be pledged in favour of the **Executive Engineer, PWD, WRO, Coleroon Basin Division, Chidambaram** by the Post Master concerned from where such Certificates are obtained. The Earnest Money Deposit may also be in the form of Demand Draft/ Call Deposit/Fixed Deposit obtained from any Nationalised Bank in favour of the **Executive Engineer, PWD, WRO, Coleroon Basin Division, Chidambaram**. But this is to be converted to the above shape after tender is accepted and before the acceptance of agreement.

2. The Tender accompanied with Earnest Money Deposit in the Shape of National Savings Certificate/Time Deposits issued by the Post Office by without pledging to the credit of the Superintending Engineer, will not be accepted and such tender will be rejected as soon as opened.
3. Tenders received without Earnest Money Deposit or insufficient Earnest Money Deposit will be summarily rejected.
4. Tenders with tampered seal will be summarily rejected.
5. Tenders in which the rates are not written clearly either in words or figures will be generally rejected. In case of any discrepancy while expressing the rates in words and figures the rate whichever is advantageous to the Government will be taken into account. If the rate is not quoted every for a single item the Tender will be summarily rejected.
6. Tenders containing overwriting or correction which are not attested by Tenderer are liable for rejection.
6. A sum of equivalent to 2 ½% of value of work done will be retained with the Government for a period of two years reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the worked. One by the Contractor. The amount so retained with the Government will be refunded, only on expiry of two years period referred to above and on execution of indemnity Bond by the Contractor for a further period of three years.

The Contractor shall be liable to set right all defects arising out his faulty execution or sub standard work noticed during the above five years period at his cost.

8. When the tender is given by a firm which is having more than one partner, the following should be enclosed along with the Tender.

- 8a) During execution of work any dues for the Department which cannot be recovered from his bill will be recovered under the provisions of Revenue Recovery Act.
8. a) A copy of the partnership deed.
 b) Certificate to the effect that none of the partners of the firm have been registered individually as a Contractor in the Public Works Department.
 c) A Certificate to the effect that none of the partners are partners in other firms which have been registered as Contractor in Public Works Department.
10. When the Tender is given by a firm a copy of the power of attorney who will execute the agreement and carryout works shall be enclosed with the tenders.
11. The Tender should be submitted along with the covering letter giving full details as called for in the Tender Notice and with particulars carefully relating to the following items.
 a) Whether they are registered Contractors, if registered together with the copy of letter registering them in the appropriate class.
 b) Details of previous work done by the Tenderer covering the cost of work the Agreement Number and date, the Department in which the works was carried out, etc., so as to assess previous experience of the Tenderers at once and also make an early reference to their record of work. Details of work should be furnished yearwise.
 c) List of various machinery and other equipment at the Tenders disposal for use in the execution of work. The tenders submitted without filling up the above details are liable to be rejected.
12. The Tenders must be submitted in a fullscape cover duly signing in each page of the Schedule and Plans of Tender documents and sealed properly.

Sales Tax: All rates quoted in the Tender shall be inclusive of Sales Tax payable under General Sales Tax Act as amended from time to time (including amended Act of 28/84) and the Contractor is responsible of file the sales Tax return and pay the amount of Sales Tax separately in addition to tendered rates due to any plea of subsequent levy or increase in tax will be entertained vide also clause: 38(2) of the General Conditions to contract.

- 13.a 7F Deduction of General Sales Tax at source for execution of works contract shall be at the time of payment, at the following rate:
 1) Civil works contract : Two per cent of the total amount payable
 2) All other works contract : Four per cent of the total amount payable
 No deduction under sub Section (1) shall be made, provided.
- a) No transfer of Property of goods (where as goods or in some other forms involved in the execution of such works contract or
 b) The dealer produces a certificate from the assessing authority concerned that he has no liability to pay or has paid tax under section 3B or Section 7.C or
 c) Declared goods are purchased from a registered dealer within the state and used in the execution of works contract in the same form in which such goods were purchased.
14. **POSTAL TENDERS;**
 a) The Contractors may have the option to present the Tender directly or to send it by Registered Post with acknowledgement by speed post/by courier due; on or before the last date for receipt of Tender.
 b) In case of sending Tenders by Registered Post with Acknowledgement due, it is the responsibility of the Tenderer himself to depatch the Tender sufficiently early so as to reach the Tender opening authority before the date notified in the Tender notice for opening of Tenders.
 c) 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.
 d) Tender offered in person before the last date and postal Tenders received within time will be opened in a consolidated manner on the notified date for opening of Tenders.

ADDITIONAL CONDITIONS

SPECIAL CONDITIONS : GENERAL TO ACCOMPANY TENDER SCHEDULES

1. The work shall be carried out in strict accordance with Tamil Nadu detailed standard specification and its addenda volumes.
2. The work should be carried out using machinery and completed neatly without any obstruction for free flow of water.
3. If the work is held up due to rain or flow of water in the course Department is not responsible.
4. Payment will be made on level basis computing the quantity from pre-levels already taken and finished levels which will be taken after completion of work.
5. Departmental machinery to the extent available will be supplied to the Contractor and the hire charges will be recovered for the machinery from the Contractor's bill at the use rates fixed by the Department for actual hours of working. The total working hours will be added and rounded off to the next full hour at the close of the day the Contractor is to make his own arrangements for the machinery which are not available in the Department.
6. The Tenderer shall have not claim for any loss due to unforeseen circumstances including suspension of work on any cases
7. The work shall be carried out without any hindrance or damage to the existing cross masonry works such as bridges, super passage, Sluice etc
8. Additional items of works not contemplated in the Schedule should not be executed without written order of the Superintending Engineer, and payment for such items of work will settle only after it is accepted by competent authority.
9. The Contractor should not without any written consent of order enter private land and remove earth therefrom. If he does so he is doing it at his own risk and cost.
10. The Sectioning of the Bank should be done immediately after the work in reach is completed. The final sectioning must be completed within 15 days after the completion of the work in the entire reach.
11. The level furnished in the plan are based upon the investigations done by this Department. If there be any change in levels, water levels, etc. during actual execution the Contractor is found to accept them and they are not eligible for any extra claim for such change in levels.
12. Special specification in earth work excavation, surface flow of water should be diverted away from the site of excavation by formation of temporary diversion bunds at his cost.
13. The initial levels before commencement of excavation and final levels after completion of excavation shall be taken and recorded and this shall form on the basis for the measurement of depth of the excavation.
14. Suitable shoring and strutting shall be provided wherever necessary to prevent the sides of the excavation from collapsing
15. Excavate Materials should not be placed nearer than 1 metre from the other edges of the excavation.
16. During the period of hiring machinery all repairs except these found necessary owing to fair wear and tear shall be borne by the hirer i.e. Contractors.
17. If during the period of hire, it is found necessary to send the plant to repairs all conveyances and incidental charges to and from shall be borne by the heir i.e. Contractor
18. Contractor's risk against fire, flood etc.
- 1) The works executed by the Contractor under the contract shall be maintained at Contractor's risk until the work is taken over by the **Executive Engineer, PWD/WRO, Coleroon Basin Division, Chidambaram**. The Government shall not be liable to pay for any loss or damage occasioned by or arising out of fire, flood, volcanic eruption earth quake other convulsions of and all other natural calamities risks arising out of acts by God, during such period and that opt or whether to take insurance coverage or not to cover such risks is left upto the Contractors.

SPECIAL CONDITIONS

On evaluation of Tender if it is found that if the overall quoted amount of the Tender is less than 5 to 15% of the value put to tender, the contractor shall pay 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 estimated amount. Failure to furnish the Additional Security Deposit within 15 days from the date of receipt of Acceptance Order and execute the Agreement shall entail cancellation of award of Contract and forfeiture of EMD furnished.

Contractor .

Sd/xxxxx
Superintending Engineer, PWD, WRO
Vellar Basin Circle,
Cuddalore