Tamil Nadu Handloom Weavers' Co-operative Society Limited

PRE-QUALIFICATION APPLICATION AND PRICE TENDER TWO COVER SYSTEM TENDER

NAME OF WORK	:	Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex at Palam Station Road, Sellur, Madurai.
EMD AMOUNT	:	Rs. 1,98,300/-
DATE OF TENDER NOTICE	:	29.12.2022
DATE OF ISSUE OF SCHEDULES	:	29.12.2022 to 04.01.2023
DATE & TIME OF TENDER CLOSING	:	05.01.2023 @ 3.00PM
DATE & TIME OF TENDER OPENING	:	05.01.2023 @ 4.00PM

The Managing Director Tamilnadu Handloom Weavers' Co-operative Society Limited

FOR THE SPECIAL ATTENTION OF THE TENDERERS

- 1. Issuance of documents under two cover system i.e. qualification tender and price tender(commercial tender) to the applicant will be purely based on the basic Documents and information furnished along with the requisition and cost of tender documents Application will not confer any right on the Applicant for automatic qualification for price tender for the work.
- 2. Approval or otherwise of the qualification tender will be strictly based on the detailed evaluation done on the basis of the Documents / Records / Evidences / Certificates produced by the Applicant in the Qualification Application.
- 3. Pre-Qualification tender schedule (cover I) will be opened as per Notice inviting Tender and after detailed evaluation , the date and time of opening of price tender will be intimated to the qualified applicants
- 4. "The evidences on the minimum qualification criteria mentioned under 'part-II Information and Instructions for the Tenderers' under two cover system prescribed with application should be furnished in Cover-I without any lapse at the time of submission of pre-qualification tender itself. Any lapse in this regard, will be summarily rejected".

The Managing Director Tamilnadu Handloom Weavers' Co-operative Society Limited

TENIDER DOCUMENT

Name of work	•	Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex, at Palam Station Road, Sellur at Madurai.
Total Number of pages in this tender Document	•	
Number of items in schedule "A"	•	
Tender shall be submited on or before 3.00 pm. on	•	05.01.2023
Tender Document sold	•	Upto 5.45 PM on 04.01.2023

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TWO COVER SYSTEM PRE-QUALIFICATION TENDER & PRICE TENDER APPLICATION

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From

To The Managing Director TNHWCS Limited Chennai:- 600 008.

Sir,

Sub:-Two cover tender system for the work of 'Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex at Palam Station Road, Sellur, Madurai.'

Ref:- Pre-Qualification & Price Tender Notice No.Coop 05/2022-23

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- 1. Having examined the two cover system documents in respect of Pre-Qualification tender &Price tender including scope of work, Time Frame for construction and the criteria stipulated for pre-qualification. I / We hereby submit all necessary information and relevant documents for qualifying me /us, to offer my / our tender for the above mentioned work.
- 2. The Pre-qualification Application is made by me / us on behalf of (Partnership firm / Private limited company / Public Limited Company) in the capacity of duly authorized to submit the tender.
- 3. Necessary evidence admissible in law respect of authority assigned to me / us on behalf of the Partnership Firm / Private Limited Company / Public Limited Company, for applying for qualification tender is attached herewith.
- 4. I / We present my / documents herewith taking into consideration all the instructions in the Qualification tender supplied to me / us including special instructions to Applicants /criteria for Qualification schedule / Information and Instructions in the detailed two cover notice etc.
- 5. The EMD amount is enclosed in the shape as notified in the pre-qualification tender.
 - I.
 - II.
 - III.

6. I / We understand that The Managing Director reserves the right to reject any or all the tenders without assigning any reason therefore or to drop the proposal altogether as detailed in the Tamilnadu Transparency in Tender Act 1998.

Date :

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

Name:

(IN BLOCK LETTERS)

Encl: Sealed Tender cover containingPre-Qualification tender (Cover 1) and price tender covers (Cover 2)

APPLICATION FOR PRE-QUALIFICATION & PRICE TENDER NOTICE (TWO COVER SYSTEM)

FORM OF CONTRACT: LUMPSUM AGREEMENT

TWO COVER SYSTEM 1. INVITATION:

Tender under sealed two cover tender system i.e. qualification schedule & Price Tender (Item rate tender) are invited for and on behalf of the TNHWSC Ltd by The Managing Director, TNHWCS Ltd Chennai. One cover contains EMD and Qualification conditions and other details and the Second over containing price tender schedule. The above two covers shall put into one sealed cover at the time of submission of Tender.

2. PURCHASE OF DOCUMENTS:

- a) The documents under two cover system Qualification schedule & price tender will be available for sale at a cost of Rs. 17,700/- (Cost Rs.15,000 plus GST 18%) in the office of TNHWCS Ltd , 350 Pantheon Road, Egmore, Chennai 8 during office hours from 29.12.2022 to 04.01.2023 upto 5.45 P.M. The above said qualification schedule and price Tender can also be downloaded from the appropriate website free of cost which are also eligible for tendering purposes.
- b) The qualification schedule and price tender schedule will also be sent by post to any Prospective tenderer who makes a request for the documents on payment of cost as specified in para 3.a. along with postal charges of Rs.500/- (Rupees Five Hundred only) separately in the shape of Demand Draft drawn in favourof TNHWCSLtd obtained from any Nationalized Bank / Scheduled Banks and documentary evidences. This office is not responsible for any postal delay or loss in transit.
- c) Price Tender Schedule will also be issued along with pre-Qualification schedule documents.

3. DESCRIPTION OF PROJECT:

Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complexat Palam Station Road, Sellur, Madurai.

4. SCOPE AND STATUS OF THE WORK UNDER THIS TENDER:

1)	Existing Building – First Floor – Floor	2034.14 sq.ft
	slab area (After Dismantlement of front	
	portion) (2796.27-762.13)	
2)	Existing Building – Second Floor – Floor	2034.14 sq.ft
	slab area (After Dismantlement of front	
	portion) (2796.27-762.13)	
3)	First Floor front portion Reconstruction	762.13 sq.ft
	area	
4)	Second Floor front portion Reconstruction	762.13 sq.ft
	area	
5)	Additional First Floor slab area in the	487.91 sq.ft
	Eastern side, Rear side and Front	
	side(155.53 + 126.58 + 205.80)	
6)	Additional Second Floor slab area in the	487.91 sq.ft
	Eastern side, Rear side and Front	
	side(155.53 + 126.58 + 205.80)	
7)	3 rd Floor whole area (Including extension)	3284.18 sq.ft
	Total	9852.54 sq.ft
	Total Plinth Area of First floor + Second	
	floor + Third floor (Except Stilt floor +	
	Staircase head room at Fourth floor)	
	A) First Floor =2034.14 +762.13 + 487.91	3284.18 sq.ft
	B) Second Floor = $2034.14 + 762.13 +$	3284.18 sq.ft
	487.91	
	C) Third Floor	3284.18 sq.ft
	Total	9852.54 sq.ft
		1

5. PERIOD OF COMPLETION:

The period of completion shall be **4** (Four) months – which is inclusive of monsoon period from the date of handing over the site to the successful contractor.

6. EARNEST MONEY DEPOSIT:

6.1 Earnest money deposit of **Rs.1,98,300/- (Rupees OneLakh Ninty Eight Thousand and Three Hundred only)** must accompany the Pre QualificationTender for this work.

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

Demand Draft, Bankers Cheque Issued by Nationalized or Scheduled Banks drawn in favour of the TNHWCS Ltd

- 6.3Qualification schedule not accompanied with Earnest money deposit will be rejected as 'Non responsive' tender.
- 6.4 If the tenderer withdraws his tender after the acceptance of tender or fails to pay the requisite security deposit amount within the specified period of time, the Earnest money deposit paid by him with the tender will be forfeited.
- 6.5Communication to the unsuccessful tenderers will be sent in 7 (seven) days time from the date of communication sent to the successful tenderer within 15 (fifteen) day from the date of receipt of refund vouchers duly stamped and signed from the unsuccessful tenderer, refund of Earnest money deposit will be made along with un open price tender.

7. SECURITY DEPOSIT :

7.1The successful tenderer shall furnish a Security Deposit for an amount equivalent to 2% of the contract value, which includes the earnest money deposit already paid within 15 days (Fifteen days) from the date of receipt of work order. If the successful tenderer fails to execute the contract (i.e. sign the agreement) within the above said 15 days time, the Earnest Money Deposit amount enclosed with the qualification schedule will be forfeited

7.2The Security Deposit in the shape of irrevocable Bank guarantee will also be accepted.

7.3 In addition to the aforesaid security deposit, the Co-optex shall deduct from the running account bills, an amount equivalent to 5% (FivePercent) of the total value of each bill as retention money.

7.4 2¹/₂% (TWO AND A HALF PERCENT) of the total value of the work will be

retained in the final bill of the work for a period of one year reckoned from the date of completion of the work or as soon after the expiration of such period of one year as all defects shall have been made good according to the true intent and meaning hereof which ever shall last happen.

- 7.5 The retention money of 2½% (Two and a Half Percent) of the total valueof contract after deducting any amount due to the Department, shall be refunded to the contractor after the defects liabilities attached to the contract is over (as per Para 7.4 above) subject to the following conditions
 - i) The Department Engineer concerned should certify that no liability is due from the contractor.
 - ii) The Contractor should execute and produce an indemnity bond for a further period of "FOUR" years indemnifying the Government against any loss or expenditure, incurred to rectify any defects noticed due to faulty workmanship by the contractor, during the period of "FOUR" years.

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

8. LANGUAGE OF TWO COVER TENDER SYSTEM :

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

9. VALIDITY OF PRICE TENDER:

The Pre-Qualification application & **Price tender shall be valid for a period of 180 days** (One Hundred and Eighty Days) from the date, notified for opening of Pre-qualification tender.

10. SUBMISSION OF PRICE TENDER SCHEDULE BY TWO COVER SYSTEM

10.1 Tenderers should quote their rates both in figures and in words for each item per unit and amount for each item of work for full quantity. Grand total of the whole contract should be furnished without fail in the last page of schedule "A" of price tender.

10.2 The two cover (i.e. Qualification schedule and price tender shedule) must be submitted in a wax sealed envelope, The cover No.1. containing the Qualification schedule,(called as inner envelopes) documents & Earnest Money Deposit and cover No2. containing the price tender must be super scribed as mentioned below and addressed to the tender calling authority.

a.	NAME OF WORK	:	Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex, at Palam Station Road, Sellur, Madurai.
b.	TENDER NOTICE NO.	:	Coop 05 /2022-23
c.	DUE DATE FOR OPENING	:	05.01.2023
e.	E.M.D Rs.1,98,300 /-		Enclosed / Not Enclosed (Strike whichever not applicable) DD No. Date
d.	NAME OF CONTRACTOR ADDRESS	:	

COVER – 1 PRE-QUALIFICATION SCHEDULE

COVER – 2 PRICE THENDER SCHEDULE

a.	NAME OF WORK	:	Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex, at Palam Station Road, Sellur, Madurai.
b.	TENDER NOTICE NO.	:	Coop 05 /2022-23
d.	NAME OF CONTRACTOR ADDRESS	:	

These two inner envelopes shall be put inside a sealed common cover and superscripted with all the details as with that of Cover I and addressed to The Managing Director TNHWCS Ltd., Chennai.

- 11.3 If the cover is not sealed and super scribed as instructed, no responsibility will be assumed for any misplacement of tender or premature opening of the envelope or parcel.
- 11.4 Tenders received late on any account or any reasons whatsoever will not be opened or considered and will be returned to the tenderer unopened.
- 11.5 Telegraphic tenders will not be accepted.

12. OPENING OF TENDERS:

The First cover containing Qualification schedule will be opened by The Tender Committee TNHWCS Ltd Chennai at04.00P.M, on 05.01.2023 notified date in the presence of the tenderers or their authorized representatives who choose to be present; after detailed evaluation of qualification schedule on pass or fail basis of qualification schedule. Price tender of the qualified contractors only will be opened those who satisfy the minimum criteria. The date and time of opening of price tender will be informed to the qualified tender sby The Managing Director later. The price tender cover of the unqualified tender will be returned to them unopened.

13. NEGOTIATION:

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

14. WHOM TO CONTACT:

The Managing Director, TNHWCS Ltd Chennai may be contacted for further information in the matter.

Dated signature of the Applicant With seal TheManaging Director TNHWCS Ltd

INFORMATION AND INSTRUCTION FOR TENDERERS UNDER TWO COVER SYSTEM

I. FOR SPECIAL ATTENTION:

Pre Qualification Application here under is invited in accordance with the Tamil Nadu state Public work Department procedures for Qualification of Tenderers.

The tenderers should submit their documents in support of their credentials at the time of tendering it self. The submission of particular to establish their qualification criteria for items 1 to 6 are mandatory, otherwise the tender will be summarily rejected without any consideration.

II MINIMUM CRITERIA FOR PRE QUALIFICATION: (Sealed Cover No. 1)

1. The Applicants should have been in the same name and style in the civil Engineering Construction fieldat least with an Experience of minimum 5 years.

EVIDENCE TO BE PRODUCED :

- i) Audited Balance sheet or Abstract of Turnover & Profit with Chartered Accountant's Certificate for the past "FIVE" years in the case of individual Contractor's, Partnership Firms, Private / Public Limited companies.
- ii) Registered Partnership deed in the case of Partnership Firms.
- iii) Articles of Association and memorandum of Association registered with Registrar of Companies as per company act in the case of Private Limited Companies and Public Limited Companies.
- iv) Performance Certificate issued by the Public Works Department / Public Sector Undertakings of Govt of TamilNadu completed in the past FIVE years.
- 2. The Contractors registered with Tamil Nadu State Public work Department, WRD, RD & any Public Sector Undertakings of Govt. of TamilNaduunder Class IV and above (State level as per revised classification with monetary limit above Rs. 50 lakhs to 2.00 Crore and with Proven track record are only eligible. In such a case the applicant should furnish the following documents to satisfy the Criteria.

EVIDENCE TO BE PRODUCED :

Attested copy of the communication issued by the Registering Authority(Tamil Nadu State Public work Department, WRD, RD & any Public Sector Undertakings) registering the name of the Applicant as **Class IV and above** Civil contractor as per Revised Classification and Live Certificate.

- 3. The Applicants should have satisfactorily completed
 - i) at least one "**Building**" work of similar nature with value of not less than 50% of the proposed contract in a Single Agreement in any one of the preceding 5 (Five) years.
 - ii) Two works in two agreements of similar nature with value not less than 25% (each work) of proposed contract value in any one of the preceding 5(Five) years.
 - iii) The annual financial turnover of the applicant shall not be less than 150% of estimated annual value put to tender of the proposed work during any one of the preceeding 5 (Five) years.

The Applicant should furnish the details of major building works and other civil works completed during the past "FIVE" years.

EVIDENCE TO BE PRODUCED :

- i) Performance Certificate issued by the Public Works Department / Public Sector Undertakings of Govt of TamilNadu completed in the past FIVE years with full complete details such as
 - (I) Name of work
 - (II) Value of work
 - (III) Name of Employer for whom the work was executed
 - (IV) Period of Completion as stipulated in the agreement
- ii) Audited Balance sheet or Abstract of Turnover & Profit with Chartered Accountant's Certificate for the past "FIVE" years.
- 4. The applicant shall have working capital available atleast sufficient to finance one month current activity on the assumption that this work is awarded to the applicant, on being qualified.

Definition

a Working capital means the amount available in the Bank Accounts of the applicant on the date of submission of applicant plus the unutilized amount of overdraft / credit facility extended to the applicant by the Nationalised / Scheduled Banks.

- b One month current activity means the sum total of the value of the unfinished portion of works already committed by the applicant and being executed by the applicant (out standing value) divided by the Balance period available for completion of each of the committed works under execution plus the value of the work for which the qualification schedule & Price tender is called for divided by the number of months stipulated for its completion.
- c Outstanding value of committed works means the total value of each project under execution minus the value of work completed as on the date of submission of qualification application.

EVIDENCE TO BE PRODUCED:

- **a.** Certificate (for each of the committed works) issued by the Engineer in- charge- (Not below the rank of Project Engineer) of the work, being executed by the applicant with the following details.
 - 1. Name of work
 - 2. Name / Designation of the Owner / Employer
 - 3. Agreement Number
 - 4. Total Value of the work
 - 5. Period of completion stipulated in the agreement
 - 6. Date of commencement of the work
 - 7. Balance period available for completing the work
 - 8. Value of work so far completed
 - 9. Value of Balance items of work to be completed.
 - 10. Physical progress or stage of work
 - 11. Remarks
- **b.** List of works already committed by the applicant and are in progress.
- **c.** Certificate issued by the Bank / Banks / showing the limit up to which overdraft / credit facilities is extended to the applicant and the overdraft / Credit facility by the applicant up to date and the unutilized overdraft / credit facility available.
- **d.** Certificate issued by Bank / Banks / showing the amount available (on the date of submission of application) in the current Account / Savings Bank Account of the applicant.
- e. Fixed Deposit in the name of the "Applicant" will also be considered for the purpose of working capital, on production of "Certificate" issued by the Respective Banks, clearly Stating that the Fixed Deposits are available in the Name of the "Applicant" and the same are "Encumbrance Free" and can be readily "Encashable".

- f. Current Revenue Solvency Certificate for not less than Rs. 10.00 Lakhs (Rupees Ten Lakhs only) issued by Tahsildar / Govt Online Portal concerned prior to the date of tender. (ie 29.12.2022) with Continuous Encumbrance Certificate issued by the Registration Department on the Properties listed out in the Solvency Certificate for the period from the date of Solvency to the date of publication without any break. If the date of solvency certificate is on or after the date of publication, Encumbrance Certificate need not be produced.
- g. Audited Balance sheet for the preceding FIVE years duly certified by the Chartered Accountant.

The amount indicated in the Audited Balance sheets as

- a. Paid up Share Capital In the Case of Private /
- b. Called up and subscribed share Capital Public Limited Company
- c. Partner's Capital Account in the case of Partnership firm
- d. Individual Capital Account in the case of individual Contractors.

AND

e. Reserves and Surplus Available in Capital account (to be furnished separately) alone will be taken as amount available as paid up share capital called up subscribed share capital.

5. The Applicant should produce Income Tax Returns filed copy for the current period and for GST filed copy for previous financial year (2021-22).

EVIDENCE TO BE PRODUCED :

- i. Income Tax Clearance Certificate issued (or) Saral form by Competent Income Tax Department officials valid for the current period, duly attested.
- ii. The Income Tax Return filed copy for the previous five years and the total contract amount received in the past "five" years should have been indicated in the Income Tax Clearance Certificate.
- iii. Attested copy of GST Registration Certificate issuedby the Competent State / Central Commercial Tax Department officials.
- iv. Attested Photocopy of the Annual GST Returns filed copy for 2021-22along with latest monthly GST returns filed copy.
- 6. The applicant should not have any of his contracts terminated / rescinded due to breach of contract on the part of the applicant during the past "FIVE" years by any agency.

EVIDENCE TO BE PRODUCED :

Sworn in affidavit duly certified by Notary Public, is to be produced (Specimen appended) – in twenty rupee Non-Judicial stamp paper.

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

1. **Project Manager** : 1 No - (One Number) B.E., (Civil) Degree in Civil engineering with at least tenyears Experience in executing similar works.

2. Site Engineers : 2 Nos - (Two Numbers) – B.E., Degree in Civil Engineering with atleast three years experience. and
 : 3 Nos - (Three Numbers) Diploma in civil Engineering With atleast three years experience.

3. Skilled and unskilled

work men : Adequate Numbers.

EVIDENCE DOCUMENTS TO BE PRODUCED:

- i List of Technically Qualified personnels under permanent / Regular employment available with the Applicant with details such as (a) Name (b) Qualification (c) Total experience (d) Under regular Employment with the applicant since ------(e) Emoluments paid etc.
- ii List of Technical personnels to be deployed for this work along with their willingness & attested Xerox copy of the testimonials in support of the qualification of the personnel to be deployed.
- iii If required number of Technical Personals are not under Regular Employment of the applicant, Name Qualification, Experience etc., of the Technical personnel to be employed for this work along with their willingness and attested Xerox copy of the testimonials in support of the qualification of the Technical personnels proposed to be employed exclusively for this work should be furnished.

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

1.	Concrete Mixer Machine with Hopper	:	4 Nos- (Four Numbers)
2.	Vibrators	:	4 Nos-(Four Numbers)
3.	Dewatering Pumps	:	4 Nos - (Four Numbers)
4.	Lorry / Tipper	:	2 Nos (Two Numbers)
5.	Steel centering Materials to cover an area	ı of	f: 2000 sq.m (Two thousand square Meters.)
6.	Mechanical spray set for curing	:	3 Nos (Three Numbers)
7.	Mechanical Hoist	:	1 No (One Number)

DOCUMENTS TO BE PRODUCED:

- i Attested Xerox copy of the R.C.Books for the Machineries / Vehicles owned by the applicant.
- ii Sworn in affidavit and Chartered Accountant's Certificate stating the details of equipments, tools and plants available with the applicant with make year of purchase, capacity, present working condition of the equipment etc.,
- iii If the Tools and plants are proposed to be taken on lease or already on lease with the applicant, the source from which the Tools and plants have been taken on lease or proposed to be taken on lease with proof, should be furnished in addition to the Particulars in item-ii-.

9. <u>CAPABILITY OF APPLICANT</u> :

The Applicant shall include with the Qualification schedule, details in the prescribed Proforma vide schedule "A" to "H".

i.	Schedule 'A'	- Structure and Organization.
ii	Schedule 'B'	- Financial Capability statement
iii	Schedule 'C'	- Plant and Equipments
iv	Schedule 'D1,D2 &	D3' - Work experience (Works completed ∈ progress)
v	Schedule 'E'	- Abandonment of work
vi.	Schedule 'F'	- Affidavit
vii	Schedule 'G'	- Undertaking
viii	Schedule 'H'	- Details of Technical Personnel under Regular Employment with the Applicant.

NOTE

- 1 If any of the information furnished by the applicant is found to be concealed or false at a later date, the contract will be terminated forthwith without Prejudice to the rights thereon consequent on termination and the contractor will be banned from business dealings.
- 2 All the documentary evidences should be stitched neatly (Spiral Binding should beavoided) and the pages should be serially numbered, Index of the Documents produced should be prepared and reference to page number of the documents produced should be furnished in the index.

3 The Qualification schedule evaluation shall be done on a PASS or FAIL basis against each of the above 9 (Nine) criteria.

- 4 The evaluation will be done only based on the information evidence, documents, Records, Particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidences without any omission.
- 5 As far as possible, details shall be furnished in the schedules appended to this Application. If the space left is found insufficient, additional sheets may be attached to the schedules.
- 6 Photograph of the building works completed by the applicants may be pasted in thick white paper and produced along with the documents.

7 Brochures, Pamphlets etc, shall also be stitched along with the documents volume.

8 All applicants are cautioned that the Qualification schedule documents containing any deviation from the contractual terms and conditions, specifications or other requirements will be rejected as Non – Responsive and low performance reliability.

I. <u>METHODS OF TENDERING</u>:

- i If the Pre Qualification application is made by an individual, it should be signed by the individual, with his full name and his current address.
- ii If the Pre Qualification application is made by a sole proprietary firm, it shall be signed by the proprietor along with his full name and full name of the firm with it's current address. Documents with regard to registration as FIRM by the Registrar of Firms should be Produced.
- iii If the Pre Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney) for signing in Tenders, Agreements etc. In which case, certified copy of the Registered deed of partnership along with the current address of all the partners and a certified photocopy of the Registered power of Attorney issued in favour of the Signatory, should produced.
- iv If the Pre Qualification Application is made by a "Limited Company" or a "Limited Corporation" it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its existence along with the Pre Qualification Application.

II.<u>PRE-QUALIFICATION APPLICATION FROM JOINT VENTURES</u> <u>ARE NOT ACCEPTABLE.</u>

- vi All the signatures in the Qualification Application and all the signatures in the Documents produced <u>Shall be dated.</u>
- vii All the originals of the documentary evidences shall be produced, If asked for, for verification at the time of opening of Qualification schedule .

III. <u>OPENING OF QUALIFICATION SCHEDULE & PRICE TENDER</u> <u>SCHEDULE</u>

i Pre-Qualification schedule & price Tender schedule will be received in sealed cover (Separately) upto 03.00 P.M on 05.01.2023 Qualification schedule will be opened on the same day at 04.00 P.M by The Managing Director TNHWCS Ltd /Tender Committee, in the presence of the applicant or their Authorised representatives (who should produce the authorization issued by the firm / Company) who choose to be present.

- ii The Pre-Qualification schedule cover received will only be opened and evaluated on a PASS or FAIL basis against each of the 9 (Nine) Criteria in Para II above.
- iii The Pre-Qualification schedule and price Tender Schedule received belatedly on account of any reasons whatsoever will not be opened or considered and will be returned unopened to the applicant.
- iv Telegraphic Applications will not be entertained.
- v The date of opening of Price tender will be notified to the qualified applicants after evaluation of qualification schedule well in advance.

Dated signature of the Applicant with seal

The Managing Director TNHWCS Ltd

<u>Schedule "A"</u> <u>STRUCTURE AND ORGANISATION</u>

1.	Name of the Applicant	:
2.	Status Individual contractor Sole proprietary Firm Firm in Partnership Private Limited Company Public Limited Company	: : : :
3.	Head office / Registered office address with phone / Telex / Fax Number.	:
4.	Regional office address with phone / Telex / Fax Number	:
5.	Local office (if any) address with phone / Telex / Fax Number.	:
6.	Field of activity of the Applicant as per deed of Partnership / Memorandum of Association / Articles of association (Civil) Engineering Contractor / General Engineering contractor / Electrical Engineering contractor etc., should Be specified).	:
7.	Country and year of incorporation.	:
8.	Main line of Business	:
9.	Name, Position, status, capacity etc., of the key personnel / Directors of the company (Attach organization chart showing the structure of the company / firm)	:
10.	Name, capacity and address of the signatory who has signed the Qualification Application Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed / Memorandum of Association) in favour of the signatory to sign The Qualification Application price Tender / Agreement should be appended.	

Dated Signature of Applicant with seal

SCHEDULE "B" FINANCIAL CAPABILITY

1.	Name and address of the Applicant	:
2.	Income Tax permanent account No. C.I.H. No.	:
3.	TNGST / C.S.T/GST . Registration No.	:
4		

4. Annual turn over as per Income Tax returns filed for the: TAX year past Five years

2016-2017
2017-2018
2018-2019
2019-2020
2021-2022

5. Annual turn over as per audited statement of account: Financial yearduly certified by the Chartered Accountant during the PreceedingFive years (Attach attested copy of balance Sheets)

	2016-2017
	2017-2018
	2018-2019
	2019-2020
	2021-2022
Financial Position	
i Cash in hand	:
ii Cash in Bank / Banks.	:
iiiCurrent Assets.	:
ivCurrentLiabilities	:
v Working capital	:
vi Net worth	:
	 ii Cash in Bank / Banks. iiiCurrent Assets. ivCurrentLiabilities v Working capital

- 7. Outstanding value of works already committed and in progress and time left for completion. (Details for each work to be furnished separately)
- 8. Amount available in capital Account :
 - (i) Paid up share capital of (Partners or share holders)
 - (ii) Called up and subscribed share capital
 - (iii) Reserves under capital account.
 - (iv) Surplus under capital account.

9. Net profit before tax during the preceeding FIVE years.

TAX year

2016-2017 2017-2018 2018-2019 2019-2020 2021-2022

:

Applicant's Financial arrangements.

- (a) Own resources.
- (b) Bank credits / Over Draft.
- (c) Other source (Specify the source)

Dated Signature of Applicant with seal

SCHEDULE "C" DETAILS OF CONSTRUCTION EQUIPMENT, TOOLS &PLANTS, VEHICLES THAT COULD BE DEPLOYED EXCLUSIVELY FOR THIS WORK

NAME OF APPLICANT :

SI.	Name of equipment /	Total	Equipments proposed to be taken on lease						
No.	Tools & plants / Vehicles	require ment for this work	Year of Purchase Make & Capacity	Present working condition	Year of Manu facture Make & Capacity	Present Working condition	Number	Year of Manufacture Make & Capacity	Present Working condition
1.	Concrete mixer with hopper	4 Nos							
2.	Vibrator	4 Nos							
3.	Dewatering Pumps	4 Nos							
4.	Lorry / Tipper	2 Nos							
5.	Steel centeringmaterials to cover an area of	2000 Sq.m							
6.	Mechanical spray set of curing	3 Nos							
7.	Mechanical Hoist	1 No							
8.	Poclain or JCB	1 No							
9.	Other tools & Plants available with the Applicant (details to be furnished)								

Note :- For the equipments currently under lease with the Applicant, Date of expiry of lease period shall be furnished.

Dated Signature of applicant with Seal.

SCHEDULE "D-1" WORK EXPERIENCE LIST OF CIVIL ENGINEERING CONSTRUCTION WORKS COMPLETED IN THE PRECEEDING FIVE YEARS

NAME OF APPLICANT:

Sl. No.	Name of work With location (Town / State)	Value of the work Rs.	Name of the Employer	Agreement Number	Period of Completion Stipulated in the agreement	Time actually taken to complete the work	Reasons for delay (if any)	Type & nature of the work	Remarks
1	2	3	4	5	6	7	8	9	10
I.	Building works only								
Π	Building & Works Including water supply and sanitary arrangements etc.								

Note :-a) Details of original construction works alone should be furnished. Repairs / Improvements to existing structures should not be included.

Dated signature of the Applicant with seal.

SCHEDULE "D-2"

A: DETAILS OF SIMILAR BUILDING WORKS UNDER SINGLE AGREEMENT COMPLETED IN ANY ONE YEAR OF THE PRECEDING FIVE YEARS

NAME OF APPLICANT:

SI. No.	Name of work	Location Village / Town / Taluk / District / State	Name and Designation of the employer / Owner	Value of work as per Agreem ent Rs.	Agree ment Num ber	Stipulated Period of contract as per Agreement	Date of Comme ncement of the work	Date of Actual comple tion of work	Reason s for delay in comple tion (if any)	Actual Value of work Executed as per final Payment	Quality of work done
1	2	3	4	5	6	7	8	9	10	11	12
1. 2. 3											

Note :-a) Certificate issued by the Engineer- In – Charge (not below the rank of Executive Engineer / Project Engineer) of each of the work is to be appended.

Dated signature of the Applicant with seal.

SCHEDULE "D-3" DETAILS OF WORKS ALREADY COMMITTED BY THE APPLICANT AND ARE IN PROGRESS

SI. No.	Name of work With Location	Name / Designati on of the employer / or Owner	Agree ment Num ber	Total Value of the work as per Agreement Rs.	Period of Completi on Stipulate d in the Agree ment	Date of Commence mentof work	Balance Period available for completing the remaining portion of work	Value of work so for complete d. Rs.	Value of Balance item of work to be complete d. RS.	Physical Progress or stage of work	Rema rks
1	2	3	4	5	6	7	8	9	10	11	12
1. 2. 3 4 5 6.											

NAME OF APPLICANT:

Note :-a) Certificate for each of the committed works in Progress issued by the Engineer- in – charge (not below the rank of Project Engineer) with all the above detail should be appended

Dated signature of the Applicant with seal.

<u>SCHEDULE "E"</u> <u>INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /</u> <u>EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE</u> <u>APPLICANT</u>

- Is the Applicant currently involved in any Arbitration / 1. (a) litigation relating to the contract works. Yes / No If Yes, Details thereon (b) 2. Has the Applicant or any of it's constituent partners been Yes / No (a) Debarred / Expelled by any agency during the last If yes, Details thereon (b) 3. Has the Applicant or any of it's constituent partners Yes / No (a) failed to complete, any contract work during the past "Five" years.
 - (b) If Yes, give details thereon.

Dated signature of Applicant with seal.

Note : If any information in this schedule is found to be incorrect or concealed the Qualification Application will be summarily rejected & price tender will not be opened.

SCHEDULE "F" AFFIDAVIT

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(To be furnished in a Twenty Rupees Non-Judicial stamp paper duly certified by Notary Public)

- 1. I / We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my knowledge.
- 2. I / We the undersigned do hereby certify that neither my / our firm / company nor any of its constituent partners have abandoned any work /works of similar nature and magnitude in India, during the Last "Five" years.
- 3. I / We the undersigned do hereby certify that any of the contract awarded to me / us has not been terminated rescinded, due to breach of contractor on my / our part, during the last "Five" years.
- 4. I / We the undersigned authorise (s) and request (s) any bank / person / firm / Corporation / TNHWCS Ltd Departments to furnish pertinent information deemed necessary and requested by The managing DirectorTNHWCS Ltd ., Chennai to verify the statement made by me / us to assess my / our competence and general reputation.
- 5. I / We the undersigned, understand(s) that further qualifying information / clarification on the Statement made by me / us may be requested by the The Managing Director ,TNHWCS Ltd., Chennai and agree(s) to furnish such information / Clarification within "SEVEN" Days from the date of receipt of such request from The Managing Director TNHWCS Ltd Chennai.

Dated signature of Applicant with seal.

To be signed by the officer authorized by the Firm / company to sign on behalf of the Firm / company with company's seal.)

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

(Title of the firm / company) (Date)

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

(Signature of the Notary Public with seal)

(Seal)

T.N.H.W.C.S.LTD, CHENNAI

SCHEDULE "G" UNDERTAKING

Under taking should be furnished in a Twenty Rupees Non-Judicial stamp paper with the Qualification Application and Certified by the Notary public.

I / We

The applicant do hereby undertake that I / we will abide by the terms and conditions if any modified by the TNHWCS Ltd in the contract conditions subsequent to submission of Qualification schedule / Price tender or subsequent to execution of the agreement.

Place :

Date :

Signature of the applicant with Seal

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

..... And signed before me

.....

On this day of

Place :

Date : Signature of the Notary public with Seal

SCHEDULE "H" Details of Technical personnel under regular employment of the applicant who can be made available exclusively for this work

Name of Applicant :

Sl.	Designation	Na	Educational	Under	Total span	Salary	Remarks
N	6	me	Qualification	regular	of	being	
0				employme	experience	paid	
				nt with	-	1	
				Applicant			
				since.			
1	2	3	4	5	6	7	8
1.	Project Manager –						
	B.E. Civil (with						
	atleast 10 years						
	experience.)– 1						
	No.						
2.	Site Engineers -						
	B.E., Degree in						
	Civil Engineering						
(a)	(with atleast 3						
	years experience)						
	-2Nos.						
	Diploma in Civil						
(b)	Engineering (with						
	atleast 3 years						
	experience)– 3						
	Nos.						
3.	Number of skilled						
	workmen						
	available						
4.	Number of						
	unskilled						
	workmen						
	available.						

Dated Signature of applicant with seal.

T.N.H.W.C.S.LTD,CHENNAI

ANNEXURE

PARTICULARS TO BE FURNISHED BY THE TENDERER

1. Name of the tenderer and address	:	The Tamilnadu Handloom Weavers' Co-operative Society Ltd. Co-optex Head Office, No: 350, Pantheon Road, Egmore, Chennai – 600 008
2.Name of work	:	Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex at Palam Station Road, Sellur, Madurai.
3. Date of tender	:	05.01.2023
4. Total value of tender	:	Rs. 1, 98, 30,000/-
5. Details about E.M.D.enclosed for this tender and its validity	:	Rs. 1,98,300/-
6. Registered class of the tenderer with monetary limit and department in which registered. Certified copy of the registration should be attached.	:	
7. Recent work (details about name and place of work, value of the work etc., should be furnished)	:	
8. Works under execution (details about name and place of work value of the work etc., should be furnished)	:	
9. Command of labour in brief	:	
10. Turnover of previous year (Particulars		

for a period of Five consecutive years to be furnished) : 11. Whether Income Tax clearance certificate is enclosed. If not when it will be	2017-2018 2018-2019 2019-2020 2020-2021 2021-2022
produced? :	
 12. (i) Sales Tax Registration Number (ii) PAN Number (iii) GST Registration Number (iv) Whether Sales Tax clearance certificate is enclosed? If not, when it will be produced 	
 13. In case of registered co-operative societies they should furnish name of the nominee with their credential details at the time of tender itself. They should also certify, that the nominee of the society is not a registered contractor in the	
1. Name:Qualification certificateExperience certificate:	
2. Name : Qualification certificate Experience certificate : OR	
1. Name : If retired Civil Engineer, Designation and date of retirement (copy to be enclosed) :	

15. Any other details

NOTE : The consent letter from the Technical Assistant proposed to be employed should be obtained and enclosed with the tender.

Declaration to be given by the Unemployed Engineer

1. Name	:							
2. Address	:							
3. Age	:							
4. Native place	•							
5. District	:							
6. Qualification	•							
7. Year of passing	:							
8. No. of years of employment								
Name should be filled by Tender	:							
9. Name of the in which								
registered as an unemployed Engineer	r:							
10. Date of registration	:							
11. Class of contractor	:							
Monetary Limit								
12. Previous experience in year								
a) Irrigation b) Head works								
c) Building d) Bridges								
e) Others								

:

Contracts	Name of work	Value of work	Period of work	Nomination of tender
(1)	(2)	(3)	(4)	(5)
10	1			
13. Annua	al turnover for fi	ve previouse yea	ars:	2017-2018 2018-2019
				2018-2019
				2020-2021 2021-2022
14. Solver	ncy / Immovable	e / Cash :		
15. Tools	and Plant owned	d :		
16. Was t	here any default	in fulfilling		
terms of c	contract and resu	llt and		
penal acti	on	:		
17. Specia	al remarks if any	:		

(Details	with rega	ard to nai	ne of wor	k, nature	of work	etc., m	ay be	furnished	in a

Station :

Date :

Signature and name of the Unemployed Engineer

Tamil Nadu Handloom Weavers Co-operative Society Ltd.,

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Name of work	: Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co- Optex Marketing Complex, at Palam Station Road, Sellur at Madurai.
Last Date for receipt of tender	: 04.01.2023 upto 3.00 pm
Date and time of opening	: 05.01.2023 at 4.00 pm
E.M.D. to be remitted	: Rs. 1, 98,300 /-
Mode of E.M.D.to remitted	: Demand draft of the Nationalized and Scheduled banks drawn in favour of TNHWCS Ltd. payable at Chennai
Note :	

1. The tender and E.M.D. should be enclosed in separate covers, both the covers should then be submitted In a common sealed cover. All the three covers should be sealed. Tenders not submitted In sealed cover will be summarily rejected.

- 2. The rate In words and figures for each item of schedule should be furnished by the tenderer without fall In appropriate columns. Corrections scribbling overwriting and erasing (should be avoided as far as possible) should be attested by the contractor.
- **3**. The total value of each Item of work should be worked out and entered in the amount column. Proper care must be taken in working out the value of each item of work taking Into account the unit for which the rate is quoted and the quantity of work to be done under the Item.
- 4. The total of each page should be noted at the end of each page and carried over to next page. The grand total value of the tender should be worked out and furnished at **the** end, both In. words and figures.

CONTRACTOR

THE MANAGING DIRECTOR

T.N.H.W.C.S.LTD,CHENNAI

FOR SPECIAL ATTENTION OF THE TENDERER

- 1. Proof of registration in Public work Department /Government Department /Any Public Sector Undertakings of Govt. of TamilNadu/Firm Co-operative Industries as a contractor shall be attached with the tender.
- 2. Current Income Tax clearance certificate shall be enclosed with the tender.
- 3. Sales Tax Registration Number should be furnished and Sales Tax clearance Certificateshould also be produced before finalisation of contract.
- 4. GST Registration Number should be furnished.
- 5. E.M.D. will be accepted in the shape of Demand Draft of the Nationalized and Scheduled banks drawn in the name of TNHWCS Ltd., There is no Interest payable for EMD.
- 6. Tenders filled in the Prescribed forms should be reach. The Tamil Nadu Handloom Weaver's Co-operative Society on or **before 04.01.2023 on 3.00 PM** in sealed over and super scribed with name of the work Tender No.Rates must be Quoted for completed work at site. (Including Sales cost, Taxes any other charges etc.,)All charges like sales Tax, Work Contract charges ,GST Registration and ESI Charges etc., work to be borne by the contractor and Co-optex will not entertain claim what so over in this respect.
- 7. The following particulars shall also be furnished by the contractor along with the tender.
 - a) List of details of works executed by the contractor with their value.
 - b) A list of details of work under execution by the contractor with their values.
 - c) Annual turnover of the last one year (necessary certificate to the effect issued by the respective bank and Income Tax certificate shall be attached.
- 8. The lowest tenderer when informed that his tender is under consideration shall have to furnish PERT CHART & 3D Model photographs of works to be executed in the proper form with in a week from the date of receipt of letter calling for the same. The PERT CHART should confirm to the department time schedule for the completion of the work furnished in the tender notice. If the same is not received within a week from the date of communication, his tender will not be considered.
- 9. The tender documents will be issued to the contractors registered in PWD /Government Department /Organization /Firm /Co-operative Industries in the appropriate class.

SPECIAL INSTRUCTION TO THE TENDERER

- 1. The Tenderer should carefully go through the tender schedule and quote their rates for all items.
- 2. The rates should be filled in neatly in figures and in words and taking into account the metric units specified in the tender, scribbling, over writings and erasing should be avoided as far as possible.
- 3. The amount of each item of work should be worked out. Proper care must be taken in working out the amount of each item of work taking into account the unit for which the rate is quoted and the quantity of work to be done under the item.
- 4. The total for each page should be arrived at end, carried out to every page and the grand total value of work should be worked out and shown at the end.
- 5. The tender should be submitted along with a covering letter giving full details, as called for in the tender notice together with the copy of letter registering them into the appropriate class.
- 6. In case the tenderers who are eligible for concessional Earnest Money Deposit and accordingly they should furnish the reference No. and date in which the concession was granted to them A copy of the aforesaid reference may be enclosed along with the tender for ready reference.
- 7. Income tax clearance certificate for the current year should be submitted along with the tender or the tender in which the Income Tax clearance certificate for the current year was submitted to this office should be specified.
- 8. Details of previous work done by the Tenderers covering the cost of the work, the agreement, No. date, department in which the work was carried out, etc., should be furnished so as to assess the previous experience of the tenderers. Year wise details should be furnished so as to see that these tenderers have minimum experience of major building.
- 9. List of various machinery and other equipments at the tenderers disposal for use in the execution of the work, should be furnished.
- 10. The TENDER form should be filled in while submitted the tender. The tenders submitted without filling up the tender form are liable to be rejected.
- 11. The tender must be submitted in a sealed foolscaps cover duly signing all the conditions.

APPENDIX -1 TENDER NOTICE

1. Tenders will be received by the Managing Director, Co – optex Ltd, Head office,EgmoreChennai. 600 008 up to 3.00 PM on 04.01.2023 for the Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complexat Palam Station Road, Sellur, Madurai.

The tenders should be in the prescribed form obtainable from the Managing Director, Co – optex Ltd, Head office, Egmore Chennai. 600 008 for Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex at Palam Station Road, Sellur, Madurai.

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 tenderers. If any of the tenderers or their agents finds it inconvenient to be present at the time, then in such a case, the tender receiving officer will on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.

- 2. Tenders must be submitted in sealed covers and subscribed with name of the work and should be addressed to the Managing Director, Co optex Ltd, Head office, No: 350, Pantheon Road, Egmore Chennai. 600 008 the name of the tenderer and 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 firm it shall be signed with the co-partnership, name by a member of the firm who shall also sign his 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 corporate existence.
- 2. Each tenderer must also send a certificate of Income Tax Verification from the appropriate Income Tax authority in the formprescribed therefor. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.

In the case of proprietary or partner 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.

If the tenderer is a registered PWD /Government Department /Organization /Firm /Co-operative Industries 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 occasions on which the said certificate was produced, are given.

All tenders received without a certificate aforementioned will be summarily rejected.

4. Each tender must pay an **Earnest Money Deposit a sum of Rs.1,98,300**/- Demand Draft at Nationalized Bank infavour of TNHWCS Ltd.

This E.M.D. will be refunded to the unsuccessful tenderer on application after intimation is sent of rejection of the tender or at the expiration of three months from the date of tender whichever is earlier. The refund will be authorised by the Managing Director, Co – optex Ltd, Head office, Egmore Chennai. 600 008.

The EMD 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 180 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 the TNHWCS Ltd office before the end of the period specified by written intimation to him. In case, the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith upon intimation being given to him of acceptance of his tender, by the officer duly authorised in his behalf under article 299 (1) of the constitution hereinafter called "The accepting authority," make security deposit of 2% of the value of contract by taking into account of the amount of EMD 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. However, the security deposit of one percent of the estimate cost of work can be deposited as one time deposit by the contractor. The security deposit together with earned Money Deposit and the amount withheld according to clause 64-1 of General conditions of Contract shall be retained as Security for the fulfillment of contract. If a cash Security Deposit is made by the contractor, he shall follow the procedure laid down in the proceeding paragraph for payment of Earnest Money Deposit and such deposit shall not bear interest

ii) 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 backs out from the tender or withdraws his tender, the Earnest Money Deposit shall be forfeited to the TNHWCS Ltd.

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

(iv) It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender by the tenderer there emerges a valid contract between the behalf of Managing Director and the tenderer, for execution of the work without any separate written agreement. For this purpose the tender documents ie., tender notice, tender offered by the contractor, General Conditions of Contract, special conditions to the contract, correspondence, written communication of acceptance of tender etc., shall constitute a valid contract and that will be foundation of the rights of the both the parties to the contract.

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

- 6. The tenderer shall examine closely the Tamilnadu Building practice and also the General Conditions of Contract contained therein, and sign the Co-optex Head Office, Chennai al office copy of the Tamil Nadu Bldg., Practice and its addenda volume in token of such study before submitting his tender unit rates, which shall be for finished work in situ. He shall also carefully study the drawing and addl. specifications and all the documents connected with the contract. The Tamilnadu Bldg., practice and other connected documents with the contract such as specifications, plans, descriptive specifications sheet regarding materials etc. can be seen at any time between 11.00 a.m. and 5.00 p.m. on office, days in the office of the Managing Director, Co optex Ltd, Head office, Egmore Chennai. 600 008.
- A copy of the set of contract documents can also be had on payment of Rs.15000/for each set and GST 18%
 - 7. The tenderers attention is directed to the requirement for materials under the clause "Materials and workmanship" in the General Conditions of Contract. Materials confirming to the ISI. Standards shall be used on the work, and the tenderer shall quote his rates accordingly.
 - 8. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work'. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The name of quarries and kiln etc. where from

certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in the tender notice or as required by the Departmental Engineer shall be submitted for Departmental Engineer approval before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the descriptive specification sheet is of the opinion that materials complying with the standard or other specification of the contract cannot be obtained in quality or sufficient quantity, from the source defined in the descriptive specification sheet, he shall so state in his tender and state where from he intends to obtain materials, subject to the approval of the Departmental Engineer.

The TNHWCS Ltd will not, however, after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the "General Conditions of Contract" regarding payment of seignior age tolls etc.

- 9. The tenderer's particular attention is drawn to the sections and clause in the General Conditions of Contract dealing with.
- 1. Test, Inspection and rejection of defective materials and work.
- 2. Carriage
- 3. Construction plant
- 4. Water and Lighting
- 5. Cleaning up during progress and for delivery
- 6. Accidents
- 7. Delays
- 8. Particulars of payment.

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

10. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the TNHWCS Ltd.. does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions deduction or additions at the discretion of the the Managing Director, Co – optex Ltd, Head office, Egmore Chennai. 600 008 as set forth in the

conditions of contract. The tenderer will, however base his lump sum tender on this schedule of quantities. He should quote specific rates for each item in the schedule and the rates should be in rupees and in sums of five paise. The rates should be written both in words and figures and the units words. The tenderer should also show the totals of each item and the grand total of the whole contract and quote in the tender a lumpsum of 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 tender shall be written legibly and free from erasures, over writings, or conversion of figures. Corrections, where unavoidable should be made by crossing out, initialing dating and rewriting

- 11. Tenderers offering a percentage deduction from or increase on the estimate amount except in the case of tender for maintenance and repair works called for specifically under percentage rate tender system and those not submitted in proper form or in due time will be rejected.
- 12. The tenderer should workout his own rates, without reference being made to the in Public Work Department schedule of rates. However in case of tenders called for under % rate tender system the tenderer should workout his own rate but quote his percentage rate above or below the total estimated cost of the work of the department indicated in the tender schedule.
- 13. The price at which and the sources from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderer must accept the materials at these prices and shall quote their price for finished works accordingly. Notwithstanding 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 cent age or incidental charges will be borne by TNHWCS. in connection with this supply.

14. The attention of the tenderer is directed to the contract requirements as to the time of beginning of work the rate of progress and the dates for the completion of the whole work and several parts. The following rate of progress and proportionate value of works done from time to time as will be indicated by the Departmental Engineer.certificates of the value of work done will be required. Date of commencement of the programme will be the date on which the site (or Premises) is handed over to the contractor.

Period after date of commencement

	completed based on contract lumpsum amount
1 st Month	25 %
2 nd Month	25 %
3 rd Month	25%
4 th Month	<u> 25%</u>
(Total)	<u>100%</u>

- *Note* :*The period to be entered in col. 1 for the purpose of following the rate of progress may be fixed by The Managing Director.*
- 15. No part of the contract shall be sub-let without written permission of the Managing Director nor shall transfer be made by power of attorney, authorising others to receive payment on the contractor's behalf.
- 16. If further necessary information is required the Managing Director of the TNHWCS Ltd will furnish such but it must be clearly understood that tenders must be received in order and according to instructions.
- 17. The Managing Director or other sanctioning authority reserves the right to reject any tender or all the tenders.
- 18. The tenderers 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 undertaken to employ technical men under him, he should see that one of the technically qualified men is always at the site of the work during working hours personally checking all items of works and paying extra attention to such works as may demand special attention (e.g.) reinforced concrete works etc.

(The norms for the employment of technical Assistant and penalty for non-employment of such technical Assistant etc, is furnished in the format below)

Total percentage of work to be

EMPLOYMENT OF TECHNICAL ASSISTANTS

NOTE :- 1

Employment of Technical Personnel

1.	From one to Rs. 5.00 Lakhs	1)	One Diploma Holder in Civil Engineering
			(or)
		2)	Not less than one retired Junior Engineer
2.	From Rs. 5 to 10 lakhs	1)	One B.E., (Civil)
		2) 3)	(or) Equivalent Degree holder (or) Not less than one retired Sub
		4)	Officer AEE / ADE (or) One Diploma Holder with three
		.)	experience.
3.	From Rs. 10 to 25 lahs	1)	One B.E., (Civil) with 3 years
			plus ONE DIPLOMA Holder in Civil Engg.
			(or)
		2)	Equivalent Degree holder with 3 years experience plus one Diploma holder in Civil Engg.
			(or)
		3)	Not less than one retired Sub - Divisional Officer plus one Diploma holder in Civil Engg.
			(or)
		4)	Two diploma holder in CivliEngg. with 3 and 5 years experience respectively.
4.	From Rs. 25 to 50 lakhs	1)	One B.E., Civil with 3 years experience plus two diploma holders in Civil Engg.
		2)	(or) One B.E., (Civil) with 3 years experience

plus two retired Junior Engineers.

(or)

 Equivalent degree holder with 3 years experience plus two Diploma holders in Civil Engg. or Two retired Junior Engineers

(or)

 4) One retired Sub Divisional Officer (AEE or ADE) Plus two diploma holders in Civil Engg. or one retired SDO (AEE or ADE) Plus two retired Junior Engineers

To open and maintain movement Register for Technical Assistant employed by the Contractor. The Technical Assistant / Site Engineer / THE technically qualified contractor may be directed to note their arrival and departure timings every day along with their initials. Such register should be produced during inspections.

- 2. A penalty of Rs. 2,000/- PM for diploma holder and Rs. 5,000/- PM for Degree Holder be levied in case of default on the part of contractors in the norms mentioned above.
- 3. The employment of Technical Assistant should be based only on the value of contract. Engineers with Mechanical Engineering qualification and retired from Civil Engineering Departments are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineering field.
- 4. The tenderer who himself is not professionally qualified should undertake to employ qualified technical men at his cost to look after the work. The tenderer should state in clear terms whether he undertakes to employ technical men required by the Department specified in the Schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ. Technical men under him he should see that one of the technically qualified men is always at the site of work during working hours, personally checking all items of works and paying extra attention to such works as may demand special attention eg. reinforced cement concrete works etc.

5. Above Rs. 50 Lakes

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- 5. It will not be incumbent on the part of the Contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and during such period in the opinion of the Departmental Engineer the employment of Technical Assistant is not required for the due fulfillment of the Contract.
- 6. Tenderer submitting a tender which the tender accepting authority considers excessive and/ or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price for materials price permissible for the tenderer to charge a private purchaser under the provision of clauses 8 of hoarding and profiting prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
- 7. The contractor should offer employment to ex-toddy tappers as far as possible.
- **Note**: *This paragraph should be scored out if the cost of work involved is less than Rs, 10, 000/-*
- 8. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the competent authority, may at his discretion, cancel the contract or invoke any of the penalties for the breach of contract provided in the conditions of agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the 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 Adviser, Tamil Nadu. The contractor shall train them as required under the Apprentices Act 1961, and the rules made there under and shall be responsible for all obligations of the employer under 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. 1.00 lakh and upto Rs. 3.00 lakhs	Building Constructor Brick	1
Above Rs. 3.00 lakhs and upto 10.00 lakhs	Building Constructor Brick layer Diploma	1
	holder in Civil Engineering	1

Above Rs. 10 lakhs and		Building Constructor	1
upto 50.00 lakhs	2. 3.	Brick layer B.E., (Civil) or equivalent degree holder	1
			1

- "Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and Training/State Apprenticeship Adviser, a certificate to the effect that "That contractor had discharged his obligation under the said Act, satisfactorily should be obtained from the Director of employment and Training/State Apprenticeship Adviser" and the same should be produced by the Contractor for final payment in the settlement of contract.
- 09.In the case of contracts for construction of buildings either permanent or semi permanent buildings, a sum equivalent to 2 1/2% of the value of work done will be retained with the TNHWCS Ltd. for a period of one year 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 work done by the contractor. The amount so retained with the TNHWCS Ltd. will be refunded only on the expiry of one year period referred to above and on execution of Indemnity bond by the contractor for a further period of four years. The contractor shall be liable to set right all the defects arising out of his faulty execution or sub standard work noticed during the above five years period at his cost.

THE MANAGING DIRECTOR CO-OPTEX LTD, HEAD OFFICE, NO:350, Pantheon Road Egmore, Chennai 600 008.

II. TENDER

To

THE MANAGING DIRECTOR Co-optex Head Office, NO: 350, Pantheon Road Egmore, Chennai 600 008.

Sir,

1. I/We do hereby tender and if this tender be accepted undertake to execute the following work viz, as shown in the drawings and described in the specification deposited in the office of the Tamil Nadu Handloom Weavers Co-operative Society Ltd., Head Office Chennai with such variations by way of alterations or additions to and omission from the said works and method of payment as are provided for in the conditions of contract for the sum of Rupees (in figures and words)

or such other sum as may be arrived at under the clause of the General Conditions of Contract relating to "Payment on lumpsum basis or by final measurements at unit prices"

- 2. I/We have also completed the priced list or items in schedule "A" annexed (in words and figures) for which I/We agree to execute the work and receive payment on measured quantities as per the General Conditions of Contract.
- 3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my or our tender, I/We have carefully followed the instruction in the tender notice and have read the Tamilnadu Building Practice and the General Conditions of Contract there-in and the Tamilnadu 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 to thoroughly understand the intention of the same and requirement, covenants, stipulations and restrictions contained in the contract and in the said plans and specification, and distinctly agree that I/We will not hereafter make any claim or demand upon the TNHWCS Ltd. 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.
- 4. I/We enclose an income tax verification certificate.

I/We being a registered PWD/ WRD / RD and PSU contractor have already produced an Income Tax verification certificate during the current calendar year in

respect o(here particulars of the previous occasions in which the certificate was produced should be given) The legal address of the contractors for service of all letters and notices will be as follows.

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- (i) (a) I/We enclose herewith a chalan for the payment of the sum of Rs.1,98,300/-(Rupees One Lakhs Ninty Eight Thousand Three Hundred Only) as Earnest Money not to bear interest.
- 5. as against the E.M.D. of Rs. (Rupees)only. Since I am/We are eligible to pay the EMD, at concessional rates. in lieu of a cash 5, (i) (c)I/Wehave enclosed a..... bearing No Date..... issued by for a value of Rs..... drawn / enclosed /pledged in favour of the T.N.H.W.C.S .Ltd., Chennai 5. I am / We are (i)(d)
- and hence exempted from payment of E.M.D.
- 6. If my/our tender is not accepted this sum shall be returned to me/us on my/our applications when intimation is sent to me/us of rejection or at the expiration of three months from the date of this tender whichever is earlier. If tender is accepted, the Earnest Money shall be retained by the TNHWCS as security for the due fulfillment of contract. If upon intimations being given to me/us by the authority authorized 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 Deposit, then I/We agree to the forfeiture of Earnest Money Deposit. Any notice required to be served on me or us hereunder shall be sufficiently served on me or us if delivered to me or us personally or forwarded to me or us by post (Registered or ordinary) or left at my or our address given herein. Such notice shall, if sent by post be deemed to have been served on me or us at the time when in due course of post it would be delivered at the address to which it is sent.
- 7. I/We fully understand that on receipt of communication of acceptance of tender

from the accepting authority, there emerges a valid contract between me/us and the Governor of Tamilnadu and the tender documents ie. Tender notice tender with schedules General Conditions of Contract and special conditions of the tender negotiation letters, communications of acceptance of tenders, shall constitute a contract for this purpose and be the foundation of rights of both the parties provided that it shall be open to accepting authority to insist on execution of any written Agreement by the tenderer, if administratively considered necessary or expedient.

- 8. I/We have also signed the copy of Tamilnadu Building practice and addenda volume, thereto maintained in the .Co-optex Head Office in acknowledgement of being bound by all conditions of the clauses of the General Conditions of Contract and all specifications for item of works described by a specification number in Schedule A.
- 9. In consideration of the payment of Rupees or such of the sum as may be arrived at under the clause of the General conditions of contract, relating to payment of lumpsum basis or by final measurement at unit prices I/We agree subject to said conditions to execute and complete the works shown upon the said drawing serially from number I to inclusive (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 alterations additions to or deductions from the said work and method of payment therefor as are provided for in the said conditions.
- 10.(i) The term Department Engineer" in the said condition shall mean the Co-optex officer in charge of the Chennai having jurisdiction for the time being over the work who shall be competent to exercise all the powers and previleges reserved herein in favour of the Govt. 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 articles 299 (1) of the constitution.
- 11. I/We agree that the time shall be considered as the essence of the contract and I/We hereby agree to commence the work as soon as this contract is accepted by the competent authority as defined by the Tamil Nadu Building prating code and the site (or premises) is handed over to me/us as provided for in the said conditions and agree to complete the work within **Four (4)** months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement "rate of progress" subject nevertheless to the provisions for extension of time contained in clause 56 of the General Conditions of Contract appended to the

Tamil Nadu Building Practice

- 12. I/We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of The Managing Director, the security deposited by me / us as herein before recited or such portions thereof as I/We may be entitled to under the said conditions be paid back to me/us as provided in clause 64 of the General conditions of Contract.
- 13. I am/We are professionally qualified and my/our qualification are as follows.

Name	Qualification	Experinece

I/We in pursuance of clause 18 of tender notice, undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works ,, as may require special attention (eg) reinforced cement concrete.

	Name of technical staff proposed to be employed (1)	Qualification (2)	Experience (3)
1.			
2.			
3.			

14. I/we agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General Conditions of Contract shall be :

The Managing Director, T.N.H.W.C.S. Ltd (Cooptex), Head office, No:350, Pantheon Road, Egmore, Chennai 600 008.

- 1. In case, the value of claim does not exceed Rs.50,000 /-
- 2. I/we agree that in case of the value of claim is over Rs.50,000/- and the above,the remedy will be through the competent of civil court only.

Signature of the Contractor with Date

15. On behalf of the TNHWCS Ltd and as duly authorised by the Managing Director under article 299 (1) of the constitution the above tender for a value of Rs. only is accepted on this day ofof 2023

Signature and Designation

Signature of Contractor in full and address with name in block letters

SCHEDULE - A

(Schedule of Rates and Approximate Quantities)

- A. The quantities here given are those upon which the lump sum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set forth in the General Conditions of Contract in Tamilnadu Building Practice and other conditions specifications of this contract.
- B. It is to be expressly understood that the measured work is to be taken nett (Not with standing any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Departmental Engineer and the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary and contingent works connected therewith. The rates quoted are for works in situ complete in every respect.

Item No	Probable Quantities	Class and Description work	T.N.E.B.P No or other special specification no if any	Rate World Figure	Unit Words	Amt figure
		VIDE SHEETS	5 ATTACHED SEP	ARATELY		

SCHEDULE – B

LIST OF DRAWINGS

VIDE SHEETS ATTACHED SEPARATELY

Note: All drawings to be signed by the contractors as well as the officer entering into the contract.

SCHEDULE -C

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

1. The contractor shall employ the following technical staff for supervising the work and shall see that one of them always at site during working hours personally checking all items of work and paying extra attention to such works as may demand special attentions eg. reinforced cement concrete works etc.

Name of the members of the technical staff to be employed	Qualification & Experience

Note 1 :In case the contractor Is himself professionally qualified the above specification should be suitably altered and In case In which the contractor selected has not given In undertaking to employ qualified men it should be scored out.

- 2. A penalty of Rs. 2,000/- per month for Diploma Holder and Rs. 5,000/- p.m. for Degree holder be levied in case of default on the part of the contractors as per norms fixed by the TNHWCS Ltd., for employment of Technical Assistant.
- 3. The employment of Technical Assistant should be based only on the value of contract Engineers with Mechanical Engineering qualification and retired from Civil Engineering Departments are also suitable to supervise the civil Engineering works because of their experience in Civil Engineering Field.
- 4. In case of the contractor who is professionally qualified is not in a position to remain always at the site of the work during hours personally checking all items of the work andpaying extra attention to work as may demand special attention (eg) R.C.C. work etc. he should employ technically qualified men as prescribed for the works.
- 5. A movement register should be maintained for Technical Assistants employed by the Contractor or for the technically qualified Contractor. The Technical Assistants or Technically qualified contractors should note the arrival and the departure timings every day along with-their initials. Such register should be produced during inspection of the Inspecting Officer.

- 6. It will not be incumbent on the part of the contractor to employ Technical Assistantswhenthe work is kept in abeyance due to valid reasons and if during such period in the opinion of the Departmental Engineer, the employment of Technical Assistants is not required for the due fulfillment of the contract.
- 7. a. Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- b. The works contract assigned to the Contractors shall be cancelled if they engaged Child Labour in executing works and such contractors should be blacklisted for three years.

Special Condition of Contract

1. Safety measures to be observed for the prevention of Children being trapped and falling in to bore well / tube wells or abandoned well.

General Guidelines issued by Supreme Court of India

- (i) The owner of the land/premises, before taking any steps for constructing bore well/tube well must inform in writing at least 15 days in advance to the concerned authorities in the area, i.e., District Collector/ District Magistrate/ Sarpanch of the Gram Panchayat/ concerned officers of the Department of Ground Water/Public Health/ Municipal Corporation, as the case may be, about the construction of bore well/ tube well.
- (ii) Registration of all the drilling agencies, viz., Government / Semi Government / Private etc., should be mandatory with the district administration.
- (iii) Erection of signboard at the time of construction near the well with the following details:-
 - (a) Complete address of the drilling agency at the time of construction/ rehabilitation of well.
 - (b) Complete address of the user agency/ owner of the well.
- (iv) Erection of barbed wire fencing or any other suitable barrier around the well during construction.

- (v) Construction of cement/ concrete platform measuring 0.50 x 0.50 x 0.60 meter (0.30 meter above ground level and 0.30 meter below ground level) around the well casing.
- (vi) Capping of well assembly by welding steel plate or by providing a strong cap to be fixed to the casing pipe with bolts & nuts.
- (vii) In case of pump repair, the tube well should not be left uncovered.
- (viii) Filling of mud pits and channels after completion of works.
- (ix) Filling up abandoned bore wells by clay/sand/ boulders / pebbles /drill cuttings etc., from bottom to ground level.
- (x) On completion of the drilling operations at a particular location, the ground conditions are to be restored as before the start of drilling.
- (xi) If a bore well / tube well is 'Abandoned' at any stage, a certificate from the concerned department of Ground Water/ Public health / Municipal Corporation / Private contractor etc., must be obtained by the aforesaid agencies that the 'Abandoned' bore wells/ tube well is properly filled upto the ground level. Random inspection of the abandoned wells is also to be done by the Ground Water/Public Health/ Municipal Corporation of the concerned agency/ department. Information on all such data on the above are to be maintained in the District Collector/ Block Development Office of the State.

SCHEDULE –C

Special Conditions

- 1. Tenders with tampered seals will not be accepted.
- 2. Tenders in which the rates are not written in words will generally be rejected. In case of any discrepancy while expressing rates in words, the rate whichever is advantageous to TNHWCS Ltd. will only be taken into account. Tenders containing overwriting, corrections which are not attested by the tenderers will be liable for rejection.
- 3. The contractor should satisfy himself about the availability of the various materials at the quarries specified in the tender schedule for the work before tendering. In case, the contractor feels any difficulty in procuring the material from the stipulated quarries he should make a special mention of the fact with details of the quarry / Quarries from which he proposes to bring the required materials for the work in the covering letter to accompany his tender. Any claim for payment of extra cost on account of increase in the lead for materials at the later stage will not be accepted.
- 4. In case it is found by the Departmental Officers that the contractor has brought any of the required materials from a quarry with lesser lead than that is specified. in the schedule, proportionate deductions will be made from the contractors rate of payment for the finished work for the respective item / items of work.
- 5. Due Statutory deductions like IT TDS & GST TDS at the appropriate rates will be made towards income Tax and sales Tax in every payment made to the contractor.
- 6. Percentage Tender 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 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,"

7. An additional Security deposit of 1 % of the value of the contract in one of the forms prescribed above will be remitted by the successful tenderer, if called for by the tender finalising authority.

- 8. A movement register should be opened and maintained for Technical Assistants employed by the Contractor or for the Technically qualified contractor. The Technical Assistant or Technically qualified Contractor should note the arrival and the departure timings every day along with their initials. Such Register should be produced during inspection of the Inspecting Officers.
- 9. Without prejudice to the generality of the above clause the contractor shall during the currency of the contract, when called upon by the Engineer-in-charge engage and also ensure engagement by the Sub Contractors and others employed by the contractor in connection with the work such number of apprentices in the category mentioned, below and for such period, as may be requited by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said act including the liability to make payments to apprentice as required under that said act.
- 10. A statement giving particulars of equipment resources that will be put at the disposal of the work under the following classification should accompany the tender.
- a) Equipment (Transport of materials viz. lorries and carts, concrete mixers)
- b) Organisation
- (i) Technical & (ii) Unskilled
- 11. The tender of the contractor who agrees to employ the maximum No. of Ex. service Men (No. to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on their covering letter.
- 12. The Managing Director reserves to himself the right of allotting the different sub works to the different contractors or to one and the same contractor as he may decide after the receipt of tenders.
- 13. All rates quoted in the tender shall be inclusive of Sales Tax,/GST payable under the sales tax act as amended from time to time (including amendment Act 38/34) and that the contractor is responsible to file the Sales Tax return and pay the amount of tax as amended by the Commercial Tax Department. No request for payment of Sales Tax, GST separately in addition to the tendered rates due to any plea of subsequent levy or increase in tax will be entertained vide clause 38(2) of General conditions of contract.
- 14. No seigniorage shall be charged where due for materials quarried from the PWD or other Govt. Quarries. Assistants as necessary shall be given to the contractor by the

Department to obtain access to quarries approved by the Departmental Engineer. No plot rent will be charged for materials stocked on Govt. land during the course of construction provided all such materials are removed within one month after the work is completed.

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

III. Execution of Work

- 1. The entire work should be carried out as per specifications in the National Buildings code and Tamilnadu Building Practice.
- 2. The contractor shall make his own arrangements for clean and fresh water and shall meet all charges therefore. The special attention of the contractor is drawn to clause 36 of General Conditions of Contract regarding water and lighting.
- 3. The rates specified in schedule for the different items of works are for the finished work.
- 4. The contractor's rates are inclusive of Sales Tax payable by the contractor to Govt, as per the Tamilnadu General Sales Tax Act of 1939 as amended from time to time. No enhanced rates will be paid to the contractor for any upward revision of Sales Tax during the currency of the contract.
- 5. All minor baling and pumping incidental on the work shall be borne by the contractor, where heavy pumping is required the baling will be done departmentally. If the contractor is asked to do, the charges will be paid as per actual plus 10%. The Departmental Engineer in charge of the work will be the final authority to decide whether pumping is minor or heavy.
- 6. The cement concrete for reinforced cement concrete works shall be machine mixed.
- 7. The lime mortar shall be ground in mortar mill as per T.N.B.P.
- 8. More than 90 cm height of concrete should not be laid in one day. At the place where the concrete is stopped, it should end in the form of steps so as to facilitate receiving of the next length of concrete. Once a height of 90 cm of of concrete is laid, it should be cured for three days before further concrete is laid.
- 9. The teakwood or country wood (Karimarudhu or pillaimarudu) shall be of best

quality and shall be subject to inspection and approval by the Departmental Engineer before use on the work.

- 10. Painting: Paint used for the work shall be of approved brand and colour.
- 11. Plastering: All external corners, "TEE" beam edges and doors and windows opening etc, shall be finished truly vertical or horizontal as the case may be. The rate for plastering shall include the cost of finishing. No separate extra for finishing the corners edges of beams etc. will be paid.
- 12. The planks for form work and centering for reinforced cement concrete works shall be well seasoned timber approved by the Departmental Engineer according to clause 8 of T.N.B.P. No. 30. They must be made smooth and perfectly level at top so as to give smooth and even finish to the reinforced cement concrete ceilings. Alternatively, the contractor may use steel sheets over wooden frames provided the required finish to the underside of the slab is obtained. Mango Planks shall not be used under any circumstances. Centering form works shall be provided to the extent and area ordered by the Departmental Engineer during the execution.
- 13. The arrangements of steel rods for reinforcement for reinforced concrete works shall be in accordance with the working drawing supplied.
- 14. The Managing Director will be at liberty to carryout any portion of the work at any time either departmentally or through any other agency in the interest of TNHWCS Ltd. without assigning any reasons therefore to the contractor who is actually doing the work. The contractor is not entitled for any comprehension on account of the same. The contract will be only subject to this condition.
- 15. Earth work : Each and every borrow bit will be individually marked by the Section Officer and in urgent cases by the Masteries incharge of the work 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 officer.
- 16. The contractor should not enter any private lands for removal of earth there from without the prior written consent of the landowners. If he does unauthorisedelly, the contractor alone will be held fully responsible for consequences arising there from.

IV. SUPPLY OF MATERIALS

- 1. The contractor's rate for the different items of work involving the use of cement are inclusive of the cost of Cement
- 2. The cement required for the work will be supplied by the contractor himself
- 3. The contractor should make his own arrangement at his own cost to take delivery of the cement from the dealer and to convey the same to his store shed at site of work. The stock of cement with contractors should be accessible to the Departmental Officers for verification at any time.
- 4. To be procured from authorised stockiest and dealers with details of printing in the Cement bag as approved by ISI (Pozzolona Cement printed in red colour and other Cement bags including OPC in black colour)
- 5. All Cement quantity should be supplied in paper bags only at site of work.
- 6. Test certificate to be obtained from Govt institutions and Quasi Govt institutions only by mentioning the name of work & period of contract and should not be from private institutions.
- 7. The minimum content of cement is to be ensured in use for works as specified in IS : 450-1978 Table 19.

8a. TABLE - PHYSICAL CHARACTERISTIC REQUIREMENTS OF CEMENT (OPC)

SI.	Characteristics	Requirements			
No.		33 Grade	43 Grade	53 Grade	
		IS: 269-	IS: 8112-	IS : 12269-	
1.	Minimum compressive strength in				
	N/ Sq. mm				
	3 days	16	23	27	
	7 days	22	33	37	
	28 days	33	43	53	
2.	Fineness (minimum) (Sq. m/Kg)	225	225	225	
3.	Setting Time (minutes)				
	Initial - (minimum)	30	30	30	
	Final - (maximum)	600	600	600	
4.	Soundness, Expansion			ĺ	
	Le Chatleier - (maximum) m	10	10	10	
	m Autoclave Test (maximum)	0.80	0.80	0.80	
	0⁄0				

- 9. Steel required for the work will be supplied by the Contractor himself
- 10. No separate charges will be paid to the contractor for straightening of mild steel rods. The contractor shall make his own arrangements for cutting to sizes, bindings and tying grills etc. Mild steel rods, should be cut and placed as reinforcements with proper care according to the available rods at site so as to ensure minimum possible wastage.
- 11. To be procured from authorised dealers and test certificate for strength as well as for unit weight to be produced before use in order to ascertain the size of rod and quantum of Steel actually used in the work.
- 12. Excessively rusted Steel rods should be rejected.
- 13. To be delivered at site of work and to be under the custody of contractor only.
- 14. Use of Steel rods shall confirm to the structural designs approved for the work.
- 15. Steel supplied shall confirm to standard specifications specified in Table : 16 of IS : 456-1978 as detailed below :
 - a) Mild Steel Grade I of IS : 432/Part 1/1966.
 - b) HYSD bars IS : 1786 1985/
 - c) Cold worked IS : 786-1979 (Grade Fe 415)
- 16. Steel manufactured from the waste Steel through the process of re-rolling shall be rejected since guarantee for the strength and quality is not certified by the authorised dealer or by the manufacturers.

CENTERING WORKS

- 17. Payments for centering works for all R.C.C. items shall be made only after concrete is laid, even though separate rate is called for, for centering work in the Schedule.
- 18. The contractor will be held responsible for the proper safe custody of all the Departmental materials which are handed over to the contractor until they are finally used on the work or taken over by the Department.
- 19. The shed for storing materials should be put up by the contractor at his own cost.

In the case of earthwork excavation in hard rock requiring blasting the tenderer should observe the following conditions.

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

Where the rock other than hard rock and hard rock are mixed upon ground, the Two kinds of rocks shall be stacked separately for measurement. The 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 the Two kinds of rocks.

- Note :i) 40% deduction for voids shall be adopted for compact and proper stacking but such percentage of deduction shall be increased for loose (or) improper stacks.
 - ii) The blasted rock material, stacked, measured and paid for shall become the property of the department.
 - iii) I.S. Code No. 1200 (Part I) 1969 method of measurement of buildings and Civil Engineering of work. Part I "Earthwork" may be referred as and when necessary.

VI MOSAIC FLOORING

1. Cement concrete flooring tiles shall be manufactured from a mixed cement natural aggregates and colouring materials where required by pressure process. During manufacture the tiles shall be subjected to a pressure of not less than 140 kg. per. sqm. (or) 2000 lbs. sq.inc)

2. Proportion of cement to aggregate in backing of the tiles shall be not less than 1:5 by weight.

- 3. On removal from mould, the tile shall be kept in moist condition continuously for at least 7 days and subsequently if necessary kept in moist for such a longer period that would ensure their conformity, to the requirements of Traverse strength, Resistance to wear and tear absorption and would minimize shrinkage and cracking. Tiles shall be stored under cover.
- 4. TOLERANCE: Tolerance on length and breadth shall be plus or minus one mm.

Thickness of Wearing Layers

Class of tiles	Minimum thickness of wearing layer
Plain cement and plain coloured tiles for general duty	mm 3
Plain cement and plain coloured tiles for heavy	6
duty	5
(Mosaic) terrace tiles with chips of size varying from the smallest upto $6 \text{mm} (1/4")$	5

- 5. Coloursand Appearance: The colour and texture of the wearing layer shall be uniform throughout its thickness.
- 6. When specifying the tiles, the contractor should specifically indicate whether the chips to be used are from the smallest units 6mm from smallest upto 12mm or from the smallest upto 200mm size. The officers of the department shall also specify size of chips by referring the approximate photograph given in figure 4 to figures 6 in Indian Standard 1237/1959.

CONTRACTOR

The Managing Director, T.N.H.W.C.S. Ltd (Cooptex), Head office, No:350, Pantheon Road, Egmore,

Chennai 600 008.

8.b. Cement Conditions :

The Procurement of cement of required specifications for the works subject to the followings.

- A. The contractor shall procure cement required for the works only from reputed cement factories (main producer of their authorized agents, manufacturing cement to ISI standard) acceptable to the Engineer-in-charge. The contractor shall be required to furnish to the Engineer-in-charge bills of payment and cost certificates issued by the manufactures or their authorized agents to authenticate procurement of quality cement from the approved cement factory.
- B. The contractor shall procure in standard packing of 50Kg. Per bag bearing manufacturers. The contractor shall make necessary arrangement at his own cost to the satisfaction of Engineer-in-charge for actual weightment of random sample from the available stock and shall conform with the specification laid down by the Indian Standards Institution as the case may be cement shall be got tested for all the tests including through destructive and non-destructive test materials etc, as directed by the Engineer -in-charge in advance before the use of cement bags. In case test results indicate that the cement arranged by the contractor does not conform to the relevant code, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a day's time of written order from the Engineer -in-charge to doso.
- C.The employer will furnish air recreating agents and admixtures required to the Contractor free of cost at the employer stores. The use of such admixtures and agents shall be made as per the instructions of Engineer -in-charge. The cost of Cartage / Storage, handling, batching mixing shall be borne by the Contractor and shall be included by him to unit officers tendered for concrete.
- D.The cement shall be brought at site in bulk of approximately 50 tones or as decided by the Engineers-in-charge for large works
- E. The Cement Go down of the capacity to store a minimum of 1000 bags of cement shall be constructed by the Contractor at site of work, for which no extra payment shall be made. The Contractor shall facilitate inspection of the Cement Go down by the Engineer -in-charge at any time.
- F. The Contractor shall further at all times satisfy the Engineer-in-charge on demand by production or records and test book or by submission of returns and other proofs as directed that the cement is being used as tested and approved by the Engineer -in-charge for the purpose and the Contractor shall at all times, keeps his record up to date and enable the the Engineers -in-charge to apply such checks as he may desire.

G. Cement which has been unduly long in storage with the Contractor or alternatively has deteriorated due to inadequate storage and thus become unfit for use on the works will be rejected by the Department and no claim will be entertained. The Contractor shall forth with remove from the work area any cement the Engineerin-charge may disallow for use of work and replace it by cement complying with the relevant Indian Standards

GENERAL CONDITIONS OF CONTRACT

A. PREFACE

I. Intent and reference to TamilNadu Building PracticeIt is intended by these Tamilnadu Practice to describe;

a. The character of the materials to be used

b. The method of execution of work and

c. The contractor's responsibilities to thePublic,Govt and his workmen and general contract conditionswhich are to be accepted by every contractor who executeswork entrusted to him by the Department.

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

1.3 The abbreviation "I.S." shall mean 'Indian Standard"

2. Applicability of the Tamilnadu Building Practice

2.1 It shall be unnecessary to include in any contract documents a specification for any item of work which is defined in the tender notice or in the contract schedule of work to be done by a Tamilnadu Building Practice number (TNBP No.) The fact that the item is defined as speciation, shall mean that the contractor is to execute the work according to such specification modified as may be necessary by an addendum specification for that particular item of work. In the absence of specification for any work or material in the T.N.B.P. such

work should be carried out in accordance with the instruction given by Departmental Engineer.

2.2 THESE GENERAL CONDITIONS OF CONTRACT

SHALL APPLY TO ALL AGREEMENTS ENTERED INTO BY CONTRACTORS WITH THE OR HIGHWAYS AND RURAL WORKS DEPARTMENT AND shall form an inseparable condition of contract and it shall not be necessary to append a copy of the same to the agreement.

3. Contractor to sign in theal(or the Sub-.....al) copy of the T.N.B.P.

3.1 Every Contractor who executes work for the or the Highways and Rural Works Department shall carefully study the specification for all items of work which are included in the schedule for work to be done and his obligation under the "General Conditions of Contract" which apply to all agreements, and he shall sign in theal Office copy of the T.N.B.P. (or the Sub-.....al Office copy if so arranged by the Departmental Engineer) as evidence that he understands clearly the conditions of contract governing his agreement and accepts the same.

32 It shall not be necessary for the contractors to sign theal Office copy of the T.N.B.P. for every contract awarded to him, but his signature therein will be evidence that heaccepts the conditions of contract (which include the specifications) as

detailed in the T.N.B.P. for every contract into which he enters. It shall also be the responsibility by contractor's frequent perusal of theal Office (or the Subal Office) copy to become conversant with sanctioned alterations or additions made to the T.N.B.P. as soon as they are made. A separate volume of addenda to the T.N.B.P. will be maintained in each (or sub office) as the case may be, in which will be entered all sanctioned corrections and additions. This must also be studied and signed by every contractor before executing an agreement. Interleaving corrections slips will not be made for this purpose. The .contractor should purchase copy of the T.N.B.P. for his reference while executing work.

4. Sub-specifications

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

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

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

necessary by attachment of a correction sheet to the contract form, bearing the T.N.B.P. number, the corrections and the signature of Departmental Engineer or Departmental Engineer as the case may be, together with the signature of the contractor. Similarly additional specifications for items there which for are no standard specifications will be made by attachment to contract documents of addendum the specifications sheets bearing the signature of Departmentalor the the Engineer as the case may be and the signature of the contractor.

A-1.DEFINITIONS AND

INTERPRETATIONS

7. Definition of terms

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

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

Delegation by

6. Power of The Managing b) No delegation by The Managing Director which affects TNWHCS Ltd agreements

b. No d

6.1 Departmental Engineer and Departmental Engineer may alter the specification for any particular contract which is within their respective power of sanction, when such alteration is found

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

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

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

12Works importing the singular only also include the plural and vice-versa where the context requires.

NOTE: The terms section officer Assitant Departmental Engineer, Departmental Engineer, Departmental Engineer and Chief Engineer, used in the following clauses shall where the context so requires, be construed as also including officers of the corresponding grade in the Highways and Rural Works Department.

8. Evidence of Experience

Tenderers shall, if required, present satisfactory evidence to the Departmental Engineer that they have been regularly engaged in constructing such works, as they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by T.N.B.P. and the other specifications for the particular work if tendered for, in the event of their tender being accepted.

9. Legal address Notices

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

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

B. STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE – A

10.1 The quantities mentioned in tender notices and in agreement schedule - A, are

worked out from the relevant drawing in office and may or may not be the actuals required for execution. Departmental Engineer does not be the expressly or by implication agree that the actual amount of work to be done will correspond therewith but reserves the right to increase or decrees the quantity of any class or portion of the work as he deems necessary.

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

11. Approximate not to mean deviation from drawings and specification

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

12. To compare tenders

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

sum tenders.

C. DRAWINGS AND SPECIFICATIONS

13. Purpose

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

14. Conformance

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

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

the clauses of these conditions of contract and the contractor shall be paid accordingly.

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

15. Variations by way of modifications, omissions or additions.

15.1 For all modification, omissions from or additions to the drawings and specification, Departmental Engineer will issue revised plans, or written instructions or both and no modification, omissions or additions shall be noade unless so authorised and directed by Departmental Engineer in writing.

152 Departmental Engineer shall have the privilege of ordering modifications, omissions or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict.

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

16. Copies of Drawing and Specifications

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

17. Signed drawing - No authority to the Contractor

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

D. MATERIALS AND WORKMANSHIP

18. To be the best quality

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

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

19. Conversion for proportions

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

For example,

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

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

20. Measurement arid mixing

20.1 In the case of loose materials such as lime sand. cement. broken surki, stone, motar, etc. the proportions demanded by the specifications must be measured in properly constructed measuring boxes or weighed or in such other manner shall as be instructed by Departmental Engineer. Measurement is not to be done in loose heaps when intimate mixtures such as motar concrete, etc., are to be formed. The always mixing must be done on closely constructed platform so that there will be no leakage of any of the materials through the floor of the platform and also that no foreign materials be incorporated can during the mixing. These platforms must be approved by the Departmental Engineer The cost of such measuring boxes and platforms and all the work referred to herein shall be borne bythe contractor.

21. Data

21.1 The materials and labour utilized in the execution of work by the contractor shall not be less then that given in the Tamilnadu state Public Work Department Standard Data for the relevant item.

' ...

NOTE In case the contractor considers that the materials and labour provided in the T.N.P. W.D Standard data for the execution of particular items of work are in excess, the contractor may furnish detailed data for such items along with tender with reasons for variations form Tamilnadu state Public Work Department. Standard Data.

22. Layout of materials stacks

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

23. Source of purchase of materials and stores

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

24. Contractor liable for materials supplied by Gov-ernment

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

242 If at any time subsequent to the

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

25. Test inspection and rejection of defective materials and works

25.1 The contractor shall provide proper facilities at all times for the testing of materials and inspection of the work by Departmental Engineer shall accordingly also have access at all times to the places of storage or manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.

252 The contractor shall, upon demand, also forward for Departmental Engineer inspection test certificate supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which certificates are usually available.

253 Departmental Engineer shall have power to reject at any stage, any work which he considers to be defective in quality of materials or workmanship and he shall not be debarred from rejecting wrought materials by reasons of his having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferioror not in accordance with the drawing and specification, shall be taken down and removed from the work site at the contractor's expense, within 24 hours after written instructions to the effect have been given by Departmental Engineer. Replacement shall at once be made in accordance % with the specifications and drawings at the contractors expense.

25.4 In case of default on the part of the contractor to carry out such orders Departmental Engineer shall have power to employ and pay other persons to carry out the orders at the contractors risk and all expenses consequent thereon incidental thereto shall be borne by the contractor.

25.5 In lieu of rejecting work **not** done in accordance with the contract, Departmental Engineer may allow such work to remain, and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable.

25.6 Works opened for inspection:- The contractor shall, at the request of . Departmental Engineer, within such time as the Departmental Engineer shall name, open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request Departmental Engineer may employ other workmen to open up the same. If the said work has been covered up in contravention of Departmental Engineer instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of Departmental Engineer the expenses of opening it and covering it up

again whether done by or recovered from the contractor. If the work has not been covered up in contravention of such instructions or if on being opened up it be found to be in with accordance the drawings and specifications or the written instructions of Departmental Engineer the expenses aforesaid shall be borne by TNHWCS Ltdand shall be added to the contract sum, provided always thatin the case of foundations, or any other urgent works so opened up and requiring immediate attention Departmental Engineer shall. within reasonable time after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection there of to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover up the same, and shall hot be required to open it up again for inspection except at the expense of Government.

26. Defects, shrinkages, etc, after completion

26.1 Any defects, shrinkage or other faults which may apear within six months from the completion of the works arising, in the opinion of Departmental Engineer from faulty materials or workmanship not in drawings accordance with the and specification the instructions or of Departmental Engineer shall, upon the directions in writing of the Departmental Engineer within such reasonable time as shall be specified therm, be amended and made good by the contractor at his own cost, Departmental Engineer shall decide that the contractor ought to be paid for the same at the rates agreed on such reduced or other

rates, Departmental Engineer may fix and incase of default, Departmental Engineer may employ and pay other persons to amend and make good such defects, shrinkage or other faults or damage, and all expenses consequent thereon and incidental thereto shall be borne by the contractor.

26.1 (A) The shrinkage period of six months referred to in main clause 26.1 above, will be five years in respect of all contracts for construction of original buildings either semi permanent or permanent to ensure structural stability of the building. (G.O.Ms. No. 181 PWD 28.1.86)

262 Provided that in the event of TNHWCS Ltd taking over portions of the works as and when they are completed the liability of the contractor under this clause shall extend to a period of six months (or five years as the case may be) from the date of final taking over the of the work irrespective of the actual dates on which portion of the works were taken over.

27. Departmental Engineer's Decision

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

28. Dismissal of workmen

28.1 The contractor shall employ in and about the execution of the works only such as are careful, skilled and persons experienced in their several trades and callings and Departmental Engineer shall be at liberty to object to and request the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the Departmental opinion of Engineer misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of Departmental EngineerD.1 **GENERAL OBLIGATIONS**

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

29.1 The contractor shall in his own absence keep constantly on the works a competent maistry or agent and any directions or explanations given by Departmental Engineer or his representatives to such maistri 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 compliance with the terms of the contract.

30. Government Maistries or agents

30.1 The TNHWCS Ltd may be represented oh the work by an agent clerk of the works, or maistri who is not borne on the official or officers and subordinates of the TNHWC Ltd., or Highways and Rural Works Department. He (if appointed) shall, in the absence of Departmental Engineer, furnish the contractor with

Engineer his Departmental or representative's instructions of the works and the contractor shall duly comply with such instructions and directions to the progress and execution of the works and the contractor shall duly comply with such instructions and directions and shall on the the written requisition of the maistri clerks of works or agent, stay the further progress of any portion of the works which in his judgment is being constructed with unsound or improper material or workmanship, until the opinion and determination of the Departmental Engineer shall be obtained thereon, but such maistri clerk of works or agent is to have no power whatever to order any extra works or deviation from the specifications and drawings.

E. INCLUDED IN CONTRACT RATES

3.1 Defining contract schedule rates

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

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

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

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

NOTE 2 :Payment for carriage will ordinarily be by bulk for weight at a rate between specified place and on the basis of the metod adopted in the standard schedule of rates for carriage of materials. The distances will be measured by the nearest practicable and cheapest routes, whether metalled or unmetalled road or cart track.

32.3 When cart or vehicles of any sort are

80

32. Carriage

engaged by the day, the quantity of materials to be conveyed, the distance to be traveled and the number of trips to be made shall, if he considers necessary be fixed by Departmental Engineer.

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

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

33. Constructions plant

33.1 The contractor shall include in his tendered price and shall provide and install all necessary construction plant and shall use such methods and appliances for the performance of all the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which in the opinion of Departmental Engineer will ensure the completion of the work within the time specified. If at any time before the commencement, or during the progress of the work, or any part of it such methods or appliances appear to Departmental Engineer to be insufficient or inappropriate for securing the quality of the work required or the said rate of progress, he may order the contractor to increase their efficiency or to improve their character. and the contractor shall comply with such orders, but

the failure of the Departmental Engineer to demands such increase of efficiency or improvement shall not relieve the contractor from his obligation to secure the quality of work and the rate of progress required by the contract and the contractor alone shall be responsible for the efficiency and safety of his plant, appliances and methods.

33.2 It is however, open to Departmental Engineer to lend or supply to the contractor any tools, implements, materials and machinery that the Departmental Engineer may consider desirable but for any such tools, implements, materials and machinery that may be lent or supplied to contractor by Government, the contractor shall pay such deposit and hire, or purchase price as may be determined by the Departmental Engineer All articles that may be so lent or hired to the contractor shall be returned in good serviceable condition him by to Departmental Engineer or before the final bill for work is paid and any shortage or damage shall be recovered from the contractor in the final bill at such rate as may be determined by Departmental Engineer after making such allowance as he may consider suitable for fan- wear and tear.

34. Scaffolding instructions

34.1 All requisite scaffolding shall be provided at the contractor's expense and shall be double, i.e. it must have two sets of upright supports. Care must be taken to ensure the safety of the work people and the contractor must comply with such instructions as the Public Work Department may issue to ensure such safety. The contractor will be entirely responsible for any damage or injuries to persons or property resulting from ill erected scaffolding, defective ladders, or otherwise arising out of his default in this respect. The contractor's attention also invited to the "safety code"

35. Temporary structure

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

36. Water and Lighting

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

37. Sun protection keeping dry and pumping

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

38. Tools and Seigniorage

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

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

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

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

38.4 Department to obtain access to quarries approved by Departmental Engineer. No plot rent shall be charged for materials stacked on the Government lands during the course of construction provided all such materials are removed within one month after the work is completed.

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

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

39. Setting out works

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

40. Cleaning up during progress and for delivery

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

F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR

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

41.1 The contractor shall confirm to the regulations and bylaws of any local authority and or of any water or lighting companies with those systems the structure is proposed to be connected and shall before making any variations drawings from the and specification that may be necessitated by so confirming, give to Departmental Engineer written notice., specifying the variations proposed to be made and the reasons for making them and apply for instructions, thereon. In case the contractor shall not received such instruction within seven days, he shall proceed with the work confirming to the provisions regulating or by-law in question and variation in the drawing or specifications so necessitated shall be dealt with under clause 59.

41.2 The contractor shall give all notices required by the said Act, regulations or bylaws and pay all fees in connection therewith unless otherwise arranged and decided on in writing with Departmental Engineer. He shall also ensure that noattachments are made against materials of work forming part of or for the use of the contract. In every case referred to in this clause the contractor shall protect and indemnity Government against any claim or Liability arising from or based on the violation of any such law, ordinance, regulation order, decree, or attachment whether by himself or by his employees.

42. Accidents - Hoarding - Lighting Observations – Watchmen

42.1 When excavations have been made or obstacles have been put in public thorough places where there fares or in is any likehood of accidents, the contractor shall comply with any requirement of law on the subject and shall provide suitable hoarding lighting and watchmen as necessary.

42.2 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and

he shall indemnify TNHWCS Ltd against any claims for damages for injury to person or property, resulting from any such accident and shall where the provisions of the Workmen's Compensation Act apply take steps to properly insure against any claims there under.

42.3 On the occurrence of accident which results in the death of any of the workmen employed by the contractor or which so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident, intimate in writing to the concerned section officer of Department the The contractor fact of such accident. shall indemnify TNHWCS Ltd against all loss or damage sustained by government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of fines if any payable by TNHWCS Ltd as a consequence of TNHWCS Ltd failure to give notice under the Workmen's Compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.

42.4 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of the 1923 whether by the contractor or by the TNHWCS Ltd as principal it shall be lawful for Departmental Engineer to retain out of money due and payable to the contractor such sum or sums of money as may, in the opinion of the said Departmental Engineer be sufficient to meet such liability. The opinion of the Departmental Engineer shall be final in regard to all matters arising under this clause.

42.5 The contractor shall indemnify TNHWCS Ltd from and against all claims

and proceedings for or on account of infringement of any patent rights, design, trade mark, or name or other protected rights in respect of any constructional plant, machine work or materials used for or in connection with the works or temporary works, or any of them and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relationthereto.

42.6 In respect of all labourdirectly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to becomplied with all the rules framed by the TNHWCS Ltd from time to time for the provision of health and sanitary arrangements to workers employed by and Highways and Rural Works Department and their contractors (vide appendix) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid Departmental Engineer shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

42.7 In respect of all labourdirectly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor at his own expense shall arrange for the safety provisions as per Code" framed "Safety from time to time and shall at his own expense provide for all facilities in connection therewith. In make case the contractor fails to arrangements and provide facilities as aforesaid the Executive Engineer shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

42.8 In respect of all labourdirectly or indirectly employed in the work for the performance of the contractors part of this agreement the contractor shall arrange to furnish in triplicate particulars for each work in the proforma Vide Appendix XXXVIII by the end every month to Departmental Engineer in charge of the work.

43. Blasting

43.1 Blasting executed by contractors in connection with Government works shall be carried out in the manner described under "Blasting operation - Instructions to Contractor" of the TNBP.

44. Protection of Existing and Adjoining premises

44.1 The contractor is to protect the whole of the adjoining and where necessary, the existing premises and all works and all fittings to all buildings on and adjoining the site against the structural and decorative damages caused by the execution of these works and make good in all respects all such damage done or occuring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work to existing public or to private footways or roadways.

45. Permit other workmen – Co-operation - Afford Facilities

45.1 Departmental Engineer shall have full power to send workmen upon the premises

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

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

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

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

46.1 The contractor shall leave all holes in masonry and floors for the insertion of water

services, gas and electrical connections and sanitary fittings in the exact positions indicated by Departmental Engineer during the progress of work. These holes must be properly built up in a workman like manner at the contractor's cost, as soon as the fittings have been installed in cases, where the installations made during the are constructions of the building and where in the opinion of Departmental Engineer, delays in settlement of accounts will not thereby occur.

47. Contract's risk and insurance.

47.1 The work in TNHWCS Ltd executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Departmental Engineer The contractor shall accordingly arrange his own insurance against fire, flood, volcanic eruption, earth quake, other convulsions of nature and all other natural calamities and risks arising out of acts of God during such period and that the Government shall not be liable for any loss or damages occasioned by or arising out of any such of God"

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

48. Holidays

48.1 Subject to any provision to the contrary contained in the contract name of the

permanent work shall save as hereinafter provided be carried on during the night or on Sundays and other holidays without the permission in writing of the Departmental Engineer or of the officer in-charge of the work, save when the work is unavoidable or absolutely necessary for the safety of life or property or for the safety of the works in which case the contractor shall immediately advise the Departmental Engineer.

6. MISCELLANEOUS

49. Sand and Gravel

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

50. Old Curiosities

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

51. Assignment or sub-letting

51.1. The contractor shall not without the written consent of Departmental Engineer assign the contract nor sub-let any portion of the same. Ordinarily no sub-letting will be permitted, but in case such should be

permitted by the Departmental Engineer, it shall in no way free the contractor from any of responsibilities under any clause of these "Conditions of Contract" or of the "Articles of Agreement"

52. Specialists

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

53. Ratification of the orders of the Departmental Engineer

53.1 Should the acceptance of the tenders be beyond the authorised powers of Departmental Engineer as laid down the Building practice code, the orders and decisions of such Executive Engineer with regard to

(a) extension of time for completing the contract will be subject to the ratification of Departmental Engineer for all works for which tenders were accepted by the Engineers of TNHWCS Ltd the termination of contract or of employment of specialists for certain portion of the works will be subject to the ratification of the Chief Engineer for all

works for which tenders were accepted by Engineers of TNHWCS Ltd.

54. Order Book

54.1 An order book shall be kept at the TNHWCS Ltd Office on the site of the work. As far as possible, all orders regarding

the work are to be entered in this book. All entries shall be signed and dated by the DepartmentalOfficer in direct charge of the work and by the contractor or by his representative.In important cases, Departmental Engineer or the Departmetal officer of TNHWCS Ltd., will countersign the entries, which have been made. The order book shall not be removed from the work except with the written permission of the Departmental Engineer.

54.2 No photographs of the site or of the work or any part thereof shall be taken except with the permission in writing of

Departmental Engineer and no such photographs shall be published or otherwise circulated without the permission of the Chief Engineer.

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

55. Date of commencement and completion

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

56. Delays and extension of time

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

Reasonable extension of time will be allowed by Departmental Engineer by the officer competent to sanction the extension for unavoidable delays, such as may result from causes which in the opinion of Departmental Engineer are undoubtedly beyond the control of the contractor. Departmental Engineer shall assess the period of delay or hindrance caused by any written instruction issued by him at twenty five percent in excess of the actual working period so lost. If at any time Departmental 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, it shall be lawful for Departmental Engineer to impose penalty or 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 57.2 and 57.3

56.2 In the event of Departmental Engineer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor the latter shall have the right to claim an assessment of such delay by Engineer Departmental of **TNHWCS** Ltd., The contractor shall lodge in writing to Departmental 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.

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

AMENDMENT

(Issued in Govt Letter No. 2163/Y2/95l/dt.01.09.1996)

In the said preliminary specifications after clause 56.3 the following clauses shall be inserted, namely:

56.4In cases where the TNHWCS Ltd under the terms of the contract with the contractor are liable to supply any materials, article or things to the contractor for the performance by him of his part of the contract, the Departmental Engineer, may at his absolute discretion extend the time with in which such materials, articles or thing maybe supplied by the TNHWCS Ltd, and the TNHWCS Ltd may supply to the contractor such materials, articles or things within the time so extended without any liability on their part to compensate the contractor by reason of the extension of time for the supply of the materials, articles or things.

56.5In cases where the TNHWCS Ltd under the terms of the contract are liable to supply any materials, articles or things to the contractor for the performance by him of his part of the contract and theTNHWCS Ltd for any reason are unable to supply such materials, articles or thighs either within the time specified in the contract or within the time extended under clause 56.4 Departmental Engineer may at his discretion or at the request of the contractor determine the whole or any part of the contract which cannot be performed by reason of the failure to supply such materials, articles or things and the contractor shall not be entitled to claim any damages or compensation in respect of such determination. The contractor shall however, be paid the value of the work already done by him and the cost of the materials articles or things if any collected by him up to the date of such determined and left unused on the work-spot (Which shall be taken over by Departmental Engineer r either at the contract rates or at values deducted form the through rates included in the contract) when the contract is determined at the discretion of Departmental Engineer, he shall give notice in writing to the contractor and the decision of Departmental Engineer to determine the contract shall be final and binding on the contractor

Explanation: The expression through rules means the rate for the finished items of work or the allinrates that is to say, the rates for finished items of work inclusive of the cost of materials and labour

56.6 If, at any time after the acceptance of tender the Government shall, for any reason what so ever not required the whole or any part of the works to be carried out, Departmental Engineer shall give notice in writing of the fact to the contractor who hare no claim to any compensation or other payments what so ever, on account of any profit or advantage he might have derived from the Execution of of the work in full but which he did not drive in consequence of the termination of the works, he shall be paid at contract rates, for the work executed by him including any additional works such as clearing of site etc. may be rendered necessary by such determination. He shall also be allowed a reasonable payment as decided by the authority which accepted the tender, for any expense incurred by him on account of labour and materials, articles or thing collected, but which could not be utilized on the works as verified by Departmental Engineer such decision shall be final and binding on both the parties and shall not be subject to arbitration under clause.

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

57.1 Time shall be considered as the essence of the contract. If at any time Departmental Engineer shall be of the opinion that 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 or the contractor fails to maintain the Rate of progress in the Articles of Agreement plus any extension of time or the contractor shall suspend the works, or sublet the work or a portion thereof without the sanction of the Departmental Engineer or violates any of the provisions of the contract Departmental Engineer shall so advise the contractor and at the same time demand compliance. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time be lawful for Departmental Engineer to impose a penalty or forfeiture on this contractor from the deposit or to determine the contract.

57.2 The penalty or forfeiture referred to in Clause 57.Ishall not exceed 5% of the value of 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 Executive Engineer under this clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Departmental Engineer.

57.3 It shall be a further right of Departmental 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 contract shall then be determined for only that portion of the work given to the other contractor or done departmentally. The forfeiture under clause 57.2 will in these circumstances be applied and any excess expenditure incurred on this account shall be recovered from the original

contractor.

57.4 Determination of the contract referred to in Clause 57.1 shall carry with it the forfeiture of the Security Deposit. After contract, Departmental determining the Engineer shall have the right to give any part of the work to any other contractor in the unexecuted portion of contract, in which case any expenses which may be incurred in-excess of such amount which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and may be deducted from any money due to him by TNHWCS Ltd under this contract or any other amount what so ever Provided also that if the expenses incurred by the government are less than the amount payable to the contractor at his agreement rate? the difference will not be paid to the contractor.

57.5 In the event of anyone of the above clauses being adopted by Departmental Engineer, the contractor shall have no compensation for any loss sustained by him by reason of his having purchased or processed any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract, and in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until Departmental Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

57.6 In the event of Departmental Engineer putting in force all or any of the powers vested in him under the clause 57.4 he may if he so desires after giving a notice in writing to the

Contractor take possession of the works and site and all sue' plant and materials thereon (or any ground contiguous there to) and all such plant and materials as above mentioned shall

thereupon be at the .disposal of TNHWCS Ltd absolutely for thepurpose of completing the work. After such notices shall havebeen given the contractor shall not be at liberty to remove from the site of works or from the ground contiguous thereto any plant or materials belonging to him which shall have been

placed thereon for the purpose of the above work. Government shall not be liable to make any payment to the contractor on account of use of such plant for the completion of the works under the provisions herein before contained. On taking possession of the materials and stores belonging to the contractor or procured by the contractor and intended to be used for the execution of the work or any part thereof the contractor shall be paid for the same in account, at the contract rates, to be certified there of shall be final. Otherwise the Government may give notice in writing to the contractor to remove any of his plant or materials from the site and not required for completion of the works, if such plant and materials are not removed with fourteen days after notice and have been so given, TNHWCS Ltd may remove and sell the same holding the proceeds less the cost of removal and sale, to the credit of the contractor. The certificate of Departmental Engineer as to expense of any such removal and sale shall be final and binding on the contractor.

1. PARTICULARS OF PAYMENT

58. Payment on lumpsum basis or by final measurement in unit prices

58.1 Final measurements need not be taken unless either the contractor or Departmental Engineer claims extras to or deductions from the quantities of schedule - A.In case final measurements are claimed, they shallbe taken only for those items for which either the contractor or Departmental Engineer claims final measurements and the quantities of the remaining items in Schedule-A shall be accepted as correct. The lumpsum amount mentioned in the agreement will then be varied by adding thereto or deducting there from as the case may be, the difference (if any) between the amounts mentioned in Schedule-A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurement aforesaid.

58.3 It shall be accepted as a condition of the contract that the payment of the final bill

to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of TNHWCS Ltd from all further claims by the contractor under the contract.

59. Payment for additions and deductions for omissions

59.1 No authorised variation shall vitiate the contract, but additions and omissions shall be measured up and dealt with in accordance with clause 58.2'

592 If there is no rate in Schedule A for additional work ordered to be carried out by Departmental Engineer, then prior to execution of the additional work, a rate for the additional work, shall be worked out in accordance with the methods indicated in 59.3 and with the rate agreed upon a supplemental agreement shall be entered in the proper departmental form signed and dated by the contractor and the Departmental Engineer and or any other officer for the time being authorised to accept such agreement and supplemental agreement shall on such acceptance form part of the original agreement. A copy of the supplemental slip shall be given to the contractor.

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

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

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

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

60. No payment for unsanctioned extras

60.1 It shall be distinctly understood that no payment whatever will be made to the contractor for variations by way of extras, in cases where such variations have been" made within the written sanction of Departmental Engineer.

61. Accounts Receipts and Vouchers

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

62. Fraud, willful neglect or default

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

63. Unfixed materials

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

64. Payments and Certificate

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

Under the certificate to be issued by Departmental Engineer or Departmental Officer .on the completion of the entire works, the contractor will receive the final payment of all the money due or payable to him under or by virtue of the contract except security deposit and the withheld amount equal to 2 1/2 percent of the total value of the work done provided there is no recovery from or forfeiture by the contractor to be made under clause 57. The amount with held from the final bill will be retained under. Deposits and paid to the contractor together with the Security Deposit after one year reckoned from the date of completion of work or as soon after the expiration of such period of one year as all defects shall have been made good according to the true-intent and meaning thereof whichever shall last happen. In the event the final bill remains unpaid even after the period of one year aforesaid, the security deposit, which includes EMD and also 2 1/2 % of the with held amount may be refunded under the sanction of the Departmental Engineer, in the agreements accepted case of by Departmental Engineer and under the orders / sanction of Chief Engineer concerned, in the case of agreement accepted by.....Engineer, or a bill, if requested for, by the contractor in writing to the sanctioning authorities viz Departmental Engineer and Chief Engineer, who while according sanction should review the cause for delay in payment of the final bill.

No certificate of Departmental Engineer or Departmental Officer r shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates nor shall it relieve the contractor from his liability to make good defects and provided by the contract. The contractor when applying for a certificate, shall prepare a sufficiently detailed bill based on the original figures of quantities and rates in the contract Schedule-A to the satisfaction of Departmental Engineer, to enable Departmental Engineer or the Departmental Officer to check the claims and issue the certificate. The certificates as to such of the claims mentioned in the application as are allowed Departmental Engineer or the Departmental Officer shall be issued within fourteen days of the application. No application for a certificate shall be made within fourteen days of previous а application.

64.1 (A) Notwithstanding the above clause, the withheld amount of 2 1/2% from the final bill in respect of contract for construction of original building, will be retained by TNHWCS Ltd the.for a total period of one year in lieu of six months periodreferred to in clause 64.1 above and will be released after the expiry of one year period on execution of an indemnity bond by the contractor to the satisfaction of the Exe. Engr. for a further period of four years to ensure structural stability of the building under clause 26.1 A

64.2 When there are complaints from the labour Department about non-payment of wages to the labourers employed by the Contractor for the execution of works under agreement, the Departmental Engineer shall have full powers to withheld the bills claimed by the contractor pending clearance certificate from the Labour Department and to act as per the direction given by the Labour Department.

65. Interest on money due to the contractor

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

65.2 Whenever the withheld amount reaches Rs. 1,000 or a multiple thereof, the contractor may, at his option, deposit with Departmental Engineer an equal amount in sums of Rs. 1,000 or a multiple thereof, in any of the forms of interest bearing securities recognized for the purpose by the TNHWCS Ltd. Account Code and subject to the provisions thereof contained in which case the equivalent withheld amount shall be paid to him forth with. The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rates of progress contained in the Articles of Agreement is properly maintained.

66. Acceptance of final measurements

66.1 The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Departmental Engineer, either in the book measurement or otherwise as demanded a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of or connected with the contract and also produce a certificate from the Income Tax Authorities

that all income tax payable by him upto-date has been duly paid provided that nothing in this clause shall discharge or release the contractor from his liabilities under the expressly contract. It is further Engineer agreethatDepartmental in supplying the final measurement certificate need not be bound by the proceeding measurements and payments. The final measurements, if any of Departmental Engineer shall be final conclusive and binding on the contractor.

67. Recovery of money from contractor in certain cases

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

67.2 Recovery under Revenue Recovery AQ

Whenever any amount has to be paid by the Contractor in view of the determination of the contract by virtue of clause 57 or any amount that may be due from the contractor is under these presents and the contractor is not responding to the demands for the payment of the said amount, then die Govt. shall be entitled to recover the said amount under the provisions of the Revenue Recovery Act.

68. Contractor dying becoming insolvent insane or imprisoned

68.1 In the event of the death or insanity or insolvency or imprisonment of the contractor, or where the contractor being a partnership or firm becomes dissolved or being a corporation goes into liquidation voluntary' or otherwise, the contract may at the option of Departmental Engineer, be terminated by notice in writing posted at the site of the works and advertised in one issue of the local district Gazette and all accepted and acceptable works shall forthwith be measured up and paid for at the rates provided in the contract schedule where such apply, or otherwise, by the most recent schedule of rate of the **TNHWCS** Ltd., approved by competent authority to the person or persons entitled to receive and give a discharge for the payment.

J. SETTLEMENT OF DISPUTES 69. Arbitrations

69.1 In case of any dispute or difference between the parties to the contract either during the progress or after - the completion of the works or after the determination, abandonment or breach of the contract, or as to any matter or thing arising hereunder except as to the matters left to the sole discretion of the Departmental Engineer under clauses 18,20,25-3,27,34,35 and 37 of "General conditions of contract" or as to the with holding by the Departmental Engineer of payment of any bill to which the contractor may. claim to be entitled, then either party shall forth with give to the other notice of such dispute of difference and such dispute or difference shall be and is hereby refeered to the arbitration of Departmental Engineer, of the nomination mentioned in the Articles of Agreement (herein after called the Arbitrator). The Arbitrator shall give detailed reasons in their awards for their findings and conclusion.

The arbitrator shall give detailed reasons in the awards for their finding and conclusions. Subject as aforesaid to the provisions of the arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause.

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

The percentage above referred to in this clause are 5% on any such monetary award which does not exceed Rs. 10,000.3% on the next Rs. 40,000 or any part thereof 2% on the next Rs. 50,000 or any part thereof and 1% on any excess over Rs. 1,00,000/- provided that the TNHWCS Ltd shall not be liable to any claim in respect of any such dispute or difference until the liability and

the amount thereof shall have been referred to and decided by the Arbitrator.

69.2 The fees for Arbitrators shall be levied based on the value of claims referred to for arbitration. The fees shall be calculated at 5% of the first Rs. 10000/- at 3% of the next Rs. 40000/-

APPENDIX No. I. General Rules as to Scaffolds_:

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

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

3. All scaffolds and appliance connected therewith and all ladders shall .

a) be of sound material

b) be of adequate strength having regard to the load strain to which they will be subjected and

- c) be maintained in proper condition
- 4. Scaffolding or staging more thatn 3.5

metres above the ground or floor shall have a guard rail properly attached, bolbraced and otherwise secured at least 0 metres above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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

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

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

8. Working platform, gangways and stairways should be so constructed that to part there can save unduly or unequally. If the height or the platform or the gangway or the stairways is more than 3.5 metres above ground level or floor level they should be closely boarded should have adequate width and should be suitably fenced as described in (4 above)

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

10. Safe means of access shall be provided

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

Excavation and trenching

11. Trenches -1.2 metres or more in depth, shall at all times be supplied with atlease one ladder for each 30 metres in length or fraction thereof. Ladder shall be

extended from bottom of the trench to at least 0.8 metre above the surface of the ground. The sides of trenches which are 1.5 metres or more in depth shall be stepped back to give suitable slope or hold securely by timber bracing, so as to avoid the danger of sides to collapse.

12. Demolition - Before any demolition is commenced and also during the process of the work -

a) All roads and open areas adjacent to the work site shall either by closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

13. All safety necessary personal equipment as considered adequate by Departmental Engineer shall be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate and the use contractor should take adequate steps to ensure proper use of equipment by those concerned.

Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective gogles.

a) Those engaged in white-washing and mining or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective gogles.

d) Those engaged in welding works shall have protective gogles and protective clothing and seated at sufficiently safe intervals.

e) Those engaged in welding works shall be provided with welder's protective sight ligs.

d) When workers are employed in sewers and man holes which are in use, the contractor shall ensure that the manholes covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

e) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting,the following precautions shall be taken.

f) No paint containing lead and lead products shall be used except in the form of paste of ready-made paint.

g) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

h) Overalls shall be supplied by the contractors to workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

i) When workers are employed in dangerous occupations like work with hot bitumen, drilling operations etc., which are likely to prove dangerous resulting in physical damage and causality, adequate protection of the workers should be provided.

j) When the work is done near any place where there isrisk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatments of all injuries likely to be sustained during the course of the works.

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

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

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

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

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

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

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

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

s) Model Rules for provision of Health and Sanitary arrangements for workers employed by the P. W.D. and Highways and Rural works Department and their contractors

t) The contractor's special attention is invited to relevant clauses of the "General conditions of contract" in the Tamilnadu Building Practice and he is requested to provide at his own expense the following amenities' to the satisfaction of Departmental Engineer.

u) Application: These rules shall apply to all building and construction works in charge of

v) Definition:(i) "Work place11 means a place at which an average fifty or more workers are employed in connection with construction work.

w)Large work place means a place at which at an averaged 500 or more workers are employed in connection with construction work.

x) First Aid: (a) At the work site there shall be maintained in a readily accessible place, first aid appliance and medicines including an adequate supply of sterilized dressing. And sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours.

y) At large work places where hospital facilities are not available within easy distance of the works first-aid posts shall be established and be run by a trained compounded.

z) Where large work places are remote from regular hospitals an in-door ward shall be provided with one bed for every 250 employees.

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

bb)Drinking Water:Water of good quality fit for drinking purposes shall be provided for the work people on a scale of not less than 15 litres per head per day.

cc)Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage tank where such drinking water shall be stored.

dd)Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollutions. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

ee)A reliable pump shall be fitted to each covered well the trap door shall be kept locked and opened only for cleaning or inspection which shall be done atleast once a month.

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

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

hh)(i) Where the number of persons employed does not exceed 50, 2 seats

ii)(ii) Where the number of persons employed exceed 50 but does not exceed 100, 3 seats

jj)(iii) For every additional 100, 3 seats

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

ll)Except in work places provided with water flushed latrines connected with a water

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

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

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

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

pp)i) Thatched roofs

qq)ii) Mud floors and walls.

rr)iii) Planks spread over the mud floor and covered with matting.

ss)The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned.

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

uu)Where the number of Women workers is more than 25 hut less than 50, the contractor shall providedatleast one hut and one Day to look after the children of women workers.

vv)The size of crèche or crèches shall vary according to number of women workers.

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

xx)Canteens : A cooked food canteen on a moderate scale shall be provided for the benefits of workers if it is considered expedient

yy)Sheds for workmen: The contractor should provide at his own expense shed? for housing his workmen. The se 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.

zz)A floor area of about 1.8 metres x 1.5 metres for two persons shall be provided. The sheds to be in rows with 1.3 metres clear space between sheds and a 9 metres clear space between rows if conditions permit. The work people's camp shall be laid out in units of 400 persons, each, each unit to have a clear space of 12 metresalround.

APPENDIX – IX- XXXVIII MONTHLY REPORT OF CONSTRUCTION EMPLOYEES UNDER CONTRACTORS

- 1. Name, location and type of work
- 2. Name of Contractor
- Works engaged in

 (i), Work
 (ii) Government work other than PWD (iii) Other works
- 4. Name and address of Manager(s) of works
- 5. Value of contract
- 6. Employment earnings

Category	Men	Women Employees		Girls
			boys	
1	2	3	4	5

- I. Total number of employees during months:
- II. Number of employees in the works on the last working day of the month:
- EL Total wages paid for
- IV. Total numbers of working days during the month
- V. Length of normal wage period Date :Place :

То

Signature of the Contractor or Manager

- 1. The Employment Officer, District Employment Office,
- 2.Engineer,

Instruction to complete the Proforma

- 1. The Contractor means the person who has contracted to execute the works.
- 2. Manager means any person who manages, supervises the work(s) on behalf of the contractor.
- 3. Item-6(i) The cumulative total of daily employment on all days in a Calendar month, if the last day of the Calender month is a holiday, the working day immediately previous to the holiday. Item 6 (ii) Wages means basic wage, dearness allowance project allowances etc. including work benefits paid in cash or kind.
 - Item 6 (iii) Columns 2 and 3 refer to adults who are 18 years of age or over. Item 6 Columns 4 and 5 refer to others not covered by columns 2 and 3.
- 4. Returns should cover a calender month.
- 5. Completed returns to reach the employment exchanges concerned on or before 5th of the monthsucceeding the month to which the return relates.

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Name of work	:	Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex at Palam Station Road, Sellur, Madurai.
Total Number of pages in this tender Document	•	
Number of items in schedule "A"	•	
Tender shall be submited on or before 3.00 pm. on	•	05.01.2023
Tender Document sold	•	Upto 5.45 PM on 04.01.2023

SCHEDULE 'A'

SCHEDULE OF RATES AND APPROXIMATES QUANTITIES

(Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Complex at Palam Station Road, Sellur, Madurai.)

- a) The Quantities given here are those upon which the lumps-sum Quotation cost of the work is based but they are subject to alterations as provided for in the conditions of this contract and do not necessarily show the actual quantities of wok to be done. The Unit rates noted below are those governing payment for extra or deductions or omissions according to the conditions of the contract as set forth in the preliminary Specifications of the Madras Detailed Standard Specifications and other conditions or specifications of the this contract.
- b) It is to be expressly understood that the measured work is to betaken not (not withstanding) any customs or practice to the contrary according to the actual quantities when in place and finished according to the drawing or as may be ordered from in to time by the department Engineer and the cost calculated by measurement or weight at the respective prices work out any additional charge for any necessary or contingent works connected therewith. The rates quoted are for.

Schedule of Works for the "Construction of 2nd, 3rd and 4th Floor (Head room only), Reconstruction of the Existing Building (Stilt + First Floor) Front Portion, Eastern Side and Rear Side in Co-Optex Marketing Comple at Palam Station Road, Sellur, Madurai".

(Value in Rupees)

Sl.No	Description of Work	Qty	Unit	Rate(in Rs.)	Amount (in Rs)
1	Dismantling, clearing away and carefully stacking the materials useful for reuse for any thickness of walls, brick masonry in Cement Mortar wall under 3 m high as directed by the departmental officers.(The retrieved reusable materials like doors & windows should be handed over to RM/ Co-optex, Madurai)				
	a) In Ground Floor	7.00	Cum		
	b) In First floor	21.00	Cum		
	c) In Second floor	6.00	Cum		
2	Dismantling, clearing away and carefully stacking the materials useful for reuse for any thickness of walls, Reinforced Cement Concrete (The retrieved reusable materials like old Reinforcement, handrails should be handed over to RM/ Co-optex, Madurai)	32.00	Cum		

3	Collecting the scattered debris from the campus and conveying away the same to the outside by lorry to a lead of 3km including loading & unloading charges and dumping in low places and levelling etc., complete.	66.00	Cum	
3 (a)	Providing pre-constructional Antitermite treatment including cost of chemicals labour as per standard specifications for preparing the area for treatment by spraying chemicals and other incidental charges etcComplete. The rates should be for curing antitermite treatment from the plinth beam and brick masonry with super structure in contact with the back fill earth and at the junction on the walls. The top surface of filled earth for flooring and the soil along with the perimeter of the building by making holes with the crow bar and poured 5% termicide. "Chloripyrifos" and spraying the same termicide solution on the wooden frames and treating	150.00	Sqm	
4	Providing auguring 600 mm dia pile pits to a required depth as per the site condition including cost of material, labour for augering, hire charges for tools and plants and conveyance charges etc., all complete and as directed by the departmental officers.	135.00	Rmt	

5	Providing Single Under Reamed Pile foundation of the following size to the required depth in M20 Grade Concrete using 20mm Gauge Hard Broken Stone Jelly including cost of concrete, pouring augering, curing compacting and hire charges for tools and plants but excluding cost and fabrication of steel etc., all complete and as directed by the departmental officer.	117.00	Rmt	
6	Earth work excavation for foundation in all soils and sub-soils to the required depth as may be directed except in hard rock requiring blasting but inclusive of shoring, strutting, and bailing out water wherever necessary and refilling the sides of foundation with excavated earth in 150mm thick layers well watered rammed and consolidated and depositing the surplus earth in places shown clearing and levelling the site with an initial lead of 10 metres and initial lift of 2m. complete in all respects complying with relevant standard specifications. (Including Refilling)	227.00	Cu.m	
7	Supplying and filling in foundation, basement, etc with filling M-sand in layers of not more than 15 cm thick well watered, rammed and consolidated etc. complete complying with standard specification and as directed by the departmental officers.	18.00	Cu.m	

8	Cement Concrete 1:5:10 (One Cement, Five sand and Ten hard broken stone jelly) using 40 mm gauge hard broken granite stone jelly for foundation including dewatering wherever necessary and laid in layers of not more than 15 cm thick well rammed, consolidated and curing etc. complete complying with standard specification	19.00	Cu.m	
9	Brick work in cement mortor 1:5 (One of cement and five of sand) using Chamber burnt bricks of size 9"x4- 3/8"x2-3/4" (23x11.2x7cm) for super structure in the following floors including labour for fixing the doors, windows and ventilator frames in position, fixing of hold fasts, scaffoldings, curing etc., complete in all respect complying with relevant standard specifications and drawings			
a	In Foundation & Basement - 230mm Brick Work	42.35	Cu.m	
b	Ground Floor/Stilt Floor- 230mm Brick Work	11.00	Cu.m	
c	FIRST FLOOR - 230mm Brick Work	43.28	Cu.m	
d	SECOND FLOOR- 230mm Brick Work	43.00	Cu.m	
e	THIRD FLOOR-230mm Brick Work	43.00	Cu.m	
f	TERRACE FLOOR-230mm Brick Work	25.00	Cu.m	

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10	Brick partition wall in Cement Mortar 1:4 (One of cement and four of sand) 114mm thick for super structure in the following floors using chamber burnt bricks of size 9"x4½"x3" (23x11.4x7.5cm) including labour for fixing the doors, windows and ventilator frames in position, fixing of hold fasts, scaffoldings, curing etc., complete in all respect complying with relevant standard specifications and drawings			
	a) In First Floor	15.00	Sqm	
	b) In Second Floor	15.00	Sqm	
	c) In Third Floor	15.00	Sqm	
11	Supplying and erecting steel centering including necessary supports for plane surfaces for Reinforced Cement Concrete works such as column footings, column pedestals, plinth beams, grade beams, staircase steps, etc. which require only nominal strutting using mild steel sheets of size 90cm x 60cm and 10 BG stiffened with welded mild steel angles of size 25mm x 25mm x 3 mm for boarding, laid over silver oak joists of size 10cm x 6.5cm spaced at about 75cm centre to centre or at suitable intervals etc. complete in all floors complying with standard specification. (Payment for centering shall be given after the concrete is laid)	225.00	Sq.m	

12	Supplying and erecting centering for sides and soffits including necessary supports and strutting upto 3.29 M height for plane surfaces as detailed below in all floors with all cross bracings using Mild Steel sheets of size 90 x 60 cm and 10 BG stiffened with welded Mild Steel angle of size 25mm x 25mm x 3 mm for boarding laid over silver oak joists of size 10cm x 6.50 cm spaced at abote 90 cm centre to centre and supported by casurina props of 10cm to 13 cm dia spaced at not more than 75 cm centre to centre etc. complete complying with the standard specificaiton. (Payment for centering shall be given after the concrete is laid)			
a	For plane surfaces such as RCC floor slab, roof slab, beams, lintels, bed blocks, landing slab, waist slab, portico slabs and beams, etc.	1556.00	Sq.m	
b	For plane surfaces such as vertical slab, side slabs of boxing, vertical drops, facia, vertical wall, etc.	146.00	Sq.m	
с	For plane surfaces such as rectangular or square RCC columns, sunshades, top and bottom slab of RCC boxing, etc.	81.00	Sq.m	
13	Providing and laying in position, Standardised Concrete Mix M-20 Grade in accordance with IS:456-2000 using 20mm and down graded hard broken granite stone jelly for all RCC items of works with minimum cement content of 325 kg/m ³ and maximum water			

	cement ratio of 0.55, including admixture (plasticiser / super plasticiser) in recommended proportions as per IS:9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability with about (5 cu.m.) 7730 kg. of 20mmmachine crushed stone jelly and with about (3.3 cu.m.) 5156 kg. of 10-12mm machine crushed stone jelly and with about (4.79 cu.m.) 7670 kg. of sand, but excluding cost of reinforcement grill and fabricating charges, centering and shuttering and also including laying, vibrating with mechanical vibrators, finishing,curing, etc. and providing fixtures like fan clamps in the RCC floor/ roof slabs wherever necessary without claiming extra, etc., complete complying with standard specification and as directed by the departmental officers. The coarse and fine aggregates to be used should comply with the requirements of IS Standards (Ne corrected neuronal value)			
a	Foundation and Basement	27.00	Cu.m	
b	Ground Floor/Stilt Floor	46.00	Cu.m	
c	First Floor	48.00	Cu.m	
d	Second Floor	93.00	Cu.m	
e	Third Floor	92.00	Cu.m	

f	Terrace Floor	15.00	Cu.m	
14	Supplying, fabricating and placing in position Mild Steel / Ribbed Tor Steel grills for all RCC works as per design given including cost of steel and G.I. binding wire in all floors etc. complete complying with standard specification. (Contractor has to make his own arrangements for the supply of steel and binding wire)	30.648	МТ	
15	Providing granolithic floor finish of the following 50mm thickness with plain cement concrete 1:2:4 (One Cement, Two sand and Four aggregate) using 10 to 12mm gauge hard broken stone jelly including laying, finishing and the top rubbed smooth with power trawl, thread lining, curing etc. complete complying with standard specification and as directed by the departmental officers. (The rate is inclusive of necessary planking for panelling wherever necessary and as directed by the departmental officers)	746.00	Sq.m	

16	Paving the floor with best quality Double Charged Vitrified Tiles of size 600 x 600 x 8mm of approved colour, shade and quality laid in cement mortar 1:3 (one cement and three sand) 20mm thick in all floors and the top pointed with the white cement mixed same colour pigments etc., complete complying with standard specification. (The make and brand of the tiles should be got approved by Executive Engineer before use on works)	746.00	Sq.m	
17	Weathering course in brick jelly lime concrete using broken brick jelly of size 20mm uniform gauge in pure slaked lime (no sand to be used) to the proportion of brick jelly to lime being 32:12.5 by volume and laid over the RCC roof slab in a single layer of required slope and finished by beating the concrete with wooden beaters of approved pattern, keeping the surface constantly wet by sprinkling lime jaggery water, etc., complete as per standard specification and as directed by the deparmental officers.	33.00	Cu.m	

18	Finishing the top of roof with one course of machine pressed tiles of size 230mm x 230mm x 20mm of approved quality set in Cement Mortar 1:3 (One Cement and Three Sand) 12mm thick mixed with water proofing compound conforming to ISS at 2% by weight of cement used and the joints pointed neatly to full depth of tiles with the same cement mortar mixed with red oxide and water proofing compound including curing etc., complete complying with standard specification and as directed by the departmental officers	334.00	Sq.m	
19	Paving the floor with pre-polished concrete anti-skid Step tiles (Required shape and design) of 20mm thick of approved quality and colour laid in Cement Mortar 1:3 (One Cement and Three sand) 20mm thick and pointed with white cement mixed with colouring pigment at the rate of 0.40 Kg / Sq.m, curing, etc., complete complying with standard specification and as directed by the departmental officers. (The make and brand of the tiles should be got approved by Executive Engineer before use on works)	19.00	Sq.m	

20	Plastering with Cement Mortar 1:5 (One cement and Five sand), 12mm thick in all floors including curing etc. complete complying with standard specification and as directed by the departmental officers.	1634.00	Sq.m	
21	Plastering the surface of walls with Cement Mortar 1:5 (One cement and Five sand), 20mm thick in all floors including curing etc., complete complying with standard specification and as directed by the departmental officers.departmental officers.	1176.00	Sq.m	
22	Special ceiling plastering and finishing the exposed surface of all RCC items of work such as slabs, beams, sunshades, facia, canopy slab, staircase waist slab, landing slab etc., with Cement Mortar 1:3 (One Cement and Three Sand) 10mm thick including hacking the surfaces, providing cement mortar nosing, beading for sunshades, staircases, steps, landing slabs and curing, etc., in all floors complying with standard specification and as directed by the departmental officers	1250.00	Sq.m	

23	White washing two coat with freshly burnt white shell lime in all floors including cost of lime, blue powder, fevicol type gum, brushes, scaffolding charges, etc., complete complying with standard specification and as directed by the departmental officers.	1250.00	Sq.m	
24	Painting the new walls with one coat of putty over cement plastered wall surfaces including cost of paints, putty, brushes, watering, curing, etc., all complete as directed by the departmental officers	1634.00	Sq.m	
25	Painting the New walls with one coats of ready mixed Plastic Emulsion Paint of first class quality paint of approved colour and shade over a priming coat, including thorough scrapping, clean removal of dirt and dust etc., complete including cost of necessary brushes, labour charges, patty etc.	1634.00	Sq.m	
26	Painting the New walls with one coats of ready mixed Exterior Emulsion Paint of first class quality paint of approved colour and shade over a priming coat, including thorough scrapping, clean removal of dirt and dust etc., complete including cost of necessary brushes, labour charges, patty etc.	1176.00	Sq.m	

27	Providing UPVC (Un-Plasticized Polyvinyl Chloride) Door: Providing and fixing casement doors fabricated from un-plasticized polyvinyl chloride (uPVC) sections. Profiles: The profiles should be three chamber system which provides high insulation properties with outer frame 60mm x 55mm with an outer wall thickness of 2.4mm. The window unit should be designed with all corner joints mitred and fusion welded. Windows should be steel reinforced with 25 x 24 x 25mm steel reinforcement with a thickness of 1mm to have dimensional stability. The sash should be of 60 x 102mm. The mullion should be of 60 x 74mm. The profiles should have co- extruded seals. Hardware: All the hardware like friction stays, handles should be screwed with self tapping screws. The handles, locks should be designed so that they cannot be released from outside. Glazing: The window system should be glazed with 5mm plain float glass / 6mm bison lam Installation: The profiles should be cut to length andwelded 45 degrees. The window	6.00	Sq.m	

should be designed such that the water drainage does not pass through the reinforcement chamber. The window system should be fixed directly to the plastered brick wall using self expanding nylon plug and driving ms electroplated screws into plug.		

Supplying and fixing UPVC (Un Plasticized Polyvinyl Chloride Windows of casement type (open) from the profile the size of outer frame 60mm x 58mm and shutter profile are reinforcement with GI/1mm 125GSM and 100% corrosion free, the profiles are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with over all the edges of frame and shutter the shutter will be provided with Espag multi power poin locks and also it operates as handle. The corners and joints should be welded and cleaned. Radiations free pin headed plain or brown colour glass 4mm thick should be provided to the shutter and it should not allow leakage of water even at mos ranging storms and should have key lockable action, security protective hinges, strong locking systems and as pe size for arresting noise and energy loss The connecting mechanism between sast and outer frame that enables opening o the window. The window should be fixed to the wall with 100% packing with screws and silicon packing all round the frames. The window should be go approved from the Executive Enginee before use on work	61.00 Sq.n	1
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29	Supplying and fixing of M.S.grill of approved design for grill gate , grill work to doors and windows openings ramp etc., using necessary mild steel flats for inner and outer members which should be fixed on edges including priming coat of best approved quality red oxide primer etc., complete complying with standard specification.	604.80	Kg	
30	Supply and delivery of 600x600mm size Heavy Extra Heavy duty of FRC Manhole Covers / Frames to duty stores on as per IS 12592:2002.	5.00	No's	
31	Supplying And Fixing Rubber Moulded Interlocking Blocks Against Available Edge Restraints 83 mm Thick of Approved Design And Pattern of Strength 40 N/Sq.m. 10 mm Iss Metal With Minimum Cement Content As Applicable To M 40 Grade Concrete As Per Is-456- 2000 Manufactures By Mechanical Or Hydraulic Machine Using VibroCompaction Process And Laid Over 50 mm Thick Laying Course (Bedding) Crushed Stone Sand (M Sand) Well Compacted By Plate Compactor With A Joint Width of 2 mm To 5 mm Including Filling of All Joints With Crushed Stone Sand (M Sand) And Compacting The Paved Surface With Plate Compactor Two Or Three Times Until All The Unit- ToUnit Joints Are Completely Filled	323.00	Sq.m	

	With Crushed Stone Sand (M Sand) And Trimming The Edges Neatly Including All Labour Charges And Plate Compactor Charges Etc. Complete(Cost Inclusive of Crushed Stone Sand (M Sand)).			
32	Supply and laying concrete tiles superior variety such as (Hindustan / Eurocon tiles etc.) for flooring in CM 1:3 (One of Cement and three of sand) 20mm thick, including fixing in position, cutting the tiles to the required size wherever necessary, pointing the joints with colour cement, finishing, curing etc complete and as directed by the departmental officers.	304.00	Sqm	
33	Manufacturing, Supplying and Fixing of Stainless Steel Hand rails for staircase using 50mm dia 304L Grade Stainless Steel pipe of 1.60mm thick at required locations to a height of 900mm from finished floor level welded to 38mm dia Stainless Steel pipe post of 1.00mm thick as vertical at 900mm centre with 2 Nos. of 25mm dia intermediate horizontal stainless steel pipe of 1.60mm thick in between.The vertical pipe has to be welded to the 100 X 100 X 6mm MS base plate encased in the base concrete. The rate is inclusive of the charges for cutting, bending, welding,grinding, polishing, conveyance, electrical charges, etc.complete	34.00	Sqm	

34	Paving the floor with Colour ceramic tiles of approved quality, colour and design joint free of size 305x305x6 mm thick of approved make, quality and colour in all floors over a base layer of cement mortar 1:3 (one cement three sand) 20mm thick and laid straight alignment and pointed neatly with colour cement at the rate of 0.40kg/m2 laid without any air gap in the tiles neatly and fixing in position as per standard specifications and as directed by the departmental officers. The colour & quality of tiles should be got approved by the Executive Engineer before use on work.	49.00	Sqm	
35	Dadooing the walls with glazed tiles of printed design size 300mm x 600mm x 10mm of best approved quality and colour in all shade of the glazed tiles in all floor over a base layer in cement mortar 1: 2, (one cement two sand) 10mm thick and laid in situ true alignment and pointed neatly with colour cement at the rate of 0.40kg/m2 to suit the colour of the tiles fixed in position without any air gap in the tiles neatly etc., complete complying with standard specification and as directed by the Departmental officers. The colour & quality of tiles should be got approved by the Executive Engineer before use on work.	13.00	Sqm	

36	Supplying and fixing in position white glazed European water closet with P or S trap and double flapped seat cover, 10 litter capacity low level flushing tank including all internal fittings on CI brackets, 12mm brass nipple, chromium plated brown headed stop cock, 12mm nylon connection connecting with walls and floors including dismantling masonry and redoing the same to the original condition etc., complete complying with standard specification and as directed by the Departmental officers.	3.00	Each	
37	Supply and fixing in position best quality approved make white glazed earthenware wash hand basin of size 550x400mm with a pair of cast iron brackets, including cost of 15mm dia metre brass chromium plated pillar tap, 32mm dia metre G. M. Wheel valve, 15mm dia brass nipple 15mm dia nylon connection etc. including fixing the wash hand basin in the wall in position with pair of CI brackets with teak wood plugs and screws and giving necessary water supply connection and painting the brackets with two coats of paint over a priming coat of anticorrosive paint including testing for leakage etc. complete complying with standard specification. The quality and colour of wash hand basin and specials should be got approved by the E E before use on work.)	3.00	Each	

38	Supplying and fixing Aluminium towel rail 600mm long and 20mm diameter with brackets of same materials including cost of teak wood plug and CP screws etc., complete complying with standard specification and as directed by the Departmental officers.	3.00	Rmt	
39	Supplying and fixing new one of best approved quality Porcelain soap tray of size 150 x 100 mm including cost of rowel plug, brass screws etc., complete complying with standard specification and as directed by the Departmental officers.	3.00	Each	
40	Supplying and fixing in position 15 mm dia Brass Chromium Plated Screw down tap (Heavy type) of approved make conforming to IS specification and quality including cost of shellac, thread, cutting and threading wherever necessary etc., complete complying with standard specification and as directed by the Departmental officers. (Taps should be got approved by the Executive Engineer before use on the works)	3.00	Each	

41	Supplying and fixing in position 15 mm dia Pillar tap of approved make conforming to IS specification and quality including cost of shellac, thread, cutting and threading wherever necessary etc., complete complying with standard specification and as directed by the Departmental officers. (Taps should be got approved by the Executive Engineer before use on the works)	3.00	Each	
42	Supplying and fixing of 300 mm dia sweep AC exhaust fan of approved ISI quality including necessary wall opening, fixing and finishing the wall opening and making good including cost of material, labour for fixing, chipping and redoing necessary inter connection, scaffolding, hire charges for tools and plants etc., all complete as directed by the departmental officers.Elect SOR 2022 - 23 SD- 115	3.00	Each	
43	Supplying and fixing of PVC Nahani Tra p not less than 75mm 4 way / 2 way (Superior variety) having minimum of water seal of 50mm confirm to relevant I.S. specifications with its latest amendments including resting on the bed of brick jelly resting on the bed of brick jelly concrete 1:5:10 (One of cement, five of sand of ten of 40 mm gauge brick jelly) etc., complete as directed by the departmental officers (The PVC	3.00	Each	

	NahaniTrap should be got approved from the EE before use)			
44	Supply and Fixing of Solid PVC Door Shutters with frame using 19 Gauge 19mm MS square tubes for styles and outer frames. 15mm MS square tubes for top, lock and bottom rails. The steel tubes shall be covered with 5mm thick solid PVC Sheets. Shutter using 5mm thick solid PVC Sheets for panelling shall rigidly fixed in position including necessary furniture and fittings. The over all size of styles shall be 50mm x 30mm. The over all size of top rail, lock rail and bottom rail shall be 75mm x 30mm. The over all size of frames shall be 50mm PWD SOR 2022-23 Pg.no:43 Sl.no:125 b	3.00	Each	
45	Supplying and fixing UPVC (Un- Plasticized Polyvinyl Chloride) Louvered Ventilators of from the profile the size of outer frame 60mm x 58mm and shutter profile size of 60 x 78mm both profiles are reinforced with GI/1mm 125GSM and 100% corrosion free, the profile are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with all over the edges of frame and shutter. The corners and joints should be welded and cleaned. Radiations pin headed glass 4mm thick should be provided in the louvers. The window should be fixed to the wall with 100% packing with screws and silicon	3.00	Sqm	

	packing all round the frames. The ventilator should be got approved from the Executive Engineer before use on work			
46	Supply and fixing of Carbon-di-Oxide Gas Type 2 kg. capacity Fire Extinguisher as per New IS15683,complete with control valve, discharge hose with horn,wall mounting bracket, safety clip etc., including conveyance, all incidental charges, neccessary scaffolding and re-doing the dismantled portions to its original condition wherever found neccessaryetc.,complete as per standard specification and as directed by the Departmental Officers. Make: EXCELLENT / SAFETY FIRST / EQUIVALENT PWD SOR 2022-23 Pg.no:97 Sl.no:387	12.00	Each	

47	Supplying and fixing in position best approved of BIS quaLity 110 mm dia PVC rain water down fall pipes having a pressure of 4 Kg. / sq.cm including cost of necessry PVC shoe, PVC bend, cast iron gratings of required diameter and special clamps, brass screws, nails, etc., and fixing of cast iron gratings at junction of parapet and the RCC roof slab including finishing neatly etc., complete. The rate shall be inclusive of cast of removable cast iron grating. The PVC pipe shall be fixed in wall with special type of "U" clamp at the centre of the pipe line in addition to those for more than 3.0 metre pipe length, etc., complete complying with standard specification.	59.00	Rmt	
48	Supplying and fixing the following dia PVC pipe and relevant specials including packing the joints with rubber lubricant fixing them into walls with necessary wooden plug screws, holding wherever necessary and making good of the dismantled portion with necessary connections to sanitary fittings etc., complete in all respects as directed by the departmental officers.			
	a) 110mm dia PVC SWR pipe including all required PVC specials etc., all complete.,	41.00	Rmt	
	b) 75mm dia PVC SWR pipe including all required PVC specials etc., all	20.00	Rmt	

	complete			
49	Supplying, laying, fixing and jointing the following PVC pipes as per ASTM D - 1785 of schedule 40 of wall thickness not less than the specified in IS 4985 suitable for plumbing by threading of wall thickness including the cost of suitable PVC/GI specials /GM specials like Elbow, Tee reducers, Plug , union, bend, coupler, nipple/ GM gate valve, check and wheel valve etc., wherever required above the ground level including the cost of teflon tape, special clamps, nails, etc., fixing on wall to the proper gradiant and alignment and redoing the chipped of masonry etc., as directed by the departmental officers.			
	a) 32mm Astm D schedule 40 threaded Pvc pipe with necessary PVC/GI specials	22.00	Rmt	
	b) 25mm Astm D schedule 40 threaded Pvc pipe with necessary PVC/GI specials	23.00	Rmt	

50	Wiring with 1.5 sqmm copper P.V.C. insulated unsheathed single core 1.1.k.v. grade cable with continuous earth by means of 1.5 sqmm copper PVC insulated unsheathed single core 1.1.k.v. grade cable in fully concealed PVC rigid conduit pipe heavy duty with ISI mark with suitable size MS box of 16g thick concealed and covered with 3mm thick laminated hylem sheet for 5 amps. 5 pin plug socket point at convenient places including circuit mains cost of all materials, specials, etc., all complete	30.00	Each	
51	Wiring with 1.5 sqmm PVC insulated single core multi strand fire retardant flexible copper cable with ISI mark confirming to IS: 694/1990, 1.1.k.v. grade cable with continuous earth by means of 1.5 sqmm PVC insulated single core multi strand fire retardant flexible copper cable with ISI mark confirming to IS: 694/1990, 1.1.k.v. grade cable in fully concealed PVC rigid conduit pipe heavy duty with ISI mark with suitable size MS Box of 16g thick concealed and covered with 3mm thick laminated hylem sheet for Staircase light point controlled by 5 amps flush type two way switch including circuit mains cost of all materials, specials, etc., all complete	4.00	Each	

52	Supply , Installation, testing and commissioning of the following:ceiling mounted 24W led light - Market Rate	27.00	Each	
53	Supply and fixing of 8 way single pole and neutral MCB sheet steel enclosure distribution board with double door(metal) 1 No. 32A DP MCB as incoming and 6 Nos. 6A to 32A SPMCB outgoing in flush with wall and making good of the concealed portion with earth connection only. The MCB DB and MCB's should be with ISI mark (like standard make) - SD-168	4.00	Each	
54	Run off mains with 2 wires of 4 Sqmm copper PVC insulated unsheathed single core 1.1KV cable wire contuinuous earth by means of 2.5 Sqmm copper PVC insulated unsheathed single core 1.1 KV grade cable in fully concealed 19 mm / 20 mm dia rigid PVC conduit pipe heavy duty with ISI mark including cost of all materials, specials, etc., all complete.	102.00	Rmt	

55	Run of main with 2 wires of 1.5 sq.mm. PVC insulated single core multi strand fire retardant flexible copper cable with ISI mark confirming to IS: 694/1990, 1.1 kv grade cable with continuous earth by means of 1.5 sqm PVC insulated single core multi strand fire retardant flexible copper cable with ISI mark confirming to IS: 694/1990, 1.1. k.v. grade cable in fully concealed 19mm/20mm dia rigid PVC conduit pipe heavy dutywith ISI mark cost of all materials specials etc., all complete	455.70	Rmt	
56	Providing Earthing Station using 2.0 m of 440mm dia B class GI Pipe electrode as per PWD (TNBP) and supplying and laying of 8 SWG GI wire including earth work excavation, brick work in cement mortar, plastering, RCC cover slab, GI wire 0.50 Kg of charcoal, 9 Kg of salt including cost of materials etc.	1.00	Each	
57	Wiring with 2 x 1.5 sq.mm. (22 / 0.3) PVC insulated single core unsheathed copper conductor of 1100V grade in suitable PVC rigid pipe concealed in wall and ceiling with PVC accessories in flush with wall with 3mm thick hylum sheet cover with TW switch box and 5A FT switch with continuous earth wire connection of 14 SWG TC wire for making good of the concealed portion	54.00	Each	

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	with suitable colour for PVC concealed light point / fan point (for electronicregulator) SD 3			
58	Supply and fixing of 1200mm (48'') AC ceiling fan complete with stepped electronic 300W regulator with 300mm down rod on the existing clamp - SD 110	54.00	Each	
59	Supplying and fixing of 15 amps 3 pin plug type socket on a existing board and covered with 3mm thick laminated hylem sheet inclusive of labour charges etc., all complete.	9.00	Each	
60	Supply and delivery of clear water vertical wet type 3 HP submersible pumpset (Duty 50 lpm x 100 m) suitable for 150mm dia borewell conforming to IS 8034/2002 with latest amendments and BEE 3 Star Rated capable of discharging noted LPM against head of water column due to all causes. The pump shall be with stainless steel shaft and dynamically balanced bronze or Cast SS impeller, brass screws and CI FG 200 grade pump bowl/dif user with ISI mark. The pump shall be directly coupled to a continues rated two pole suitable wet type vertical squirrel cage induction motor as per IS9283 suitable for operation in AC 3 phase 415 V+/- 10 %, 50 HZ +/- 5 % and as directed by the departmental officers. (Reputed brand like kirloskar, texmo or equivalent) (The brand and quality of the submersible pumpset and materials	1.00	Each	

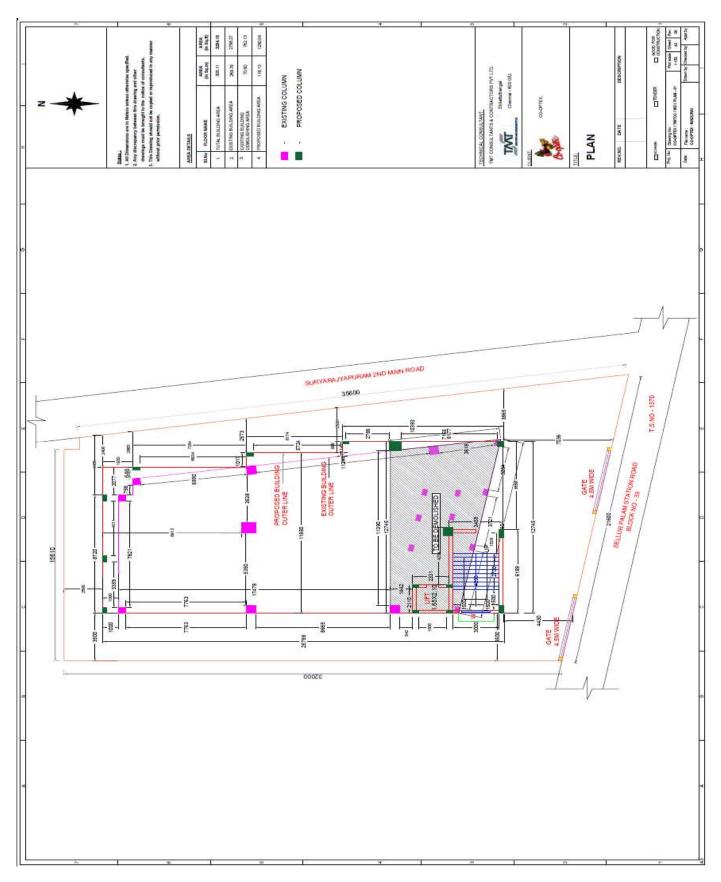
should be got approved by the EE before use) (As per P.102 of TWAD SR 2022-		
23)		

61	Supply and delivery of 3 HP Open well Submersible pump set (Duty 100 lpm x 50 m) set conforming to IS 14220/2002 and as amended thereafter and BEE 3 Star Rated capable of discharging the following duties due to all causes. The pump shall be with stainless steel shaft and dynamically balanced bronze mixed type impeller, CI FG 200 gradecasing and brass screws and rotor shall be of copper rod as per IS 613/1984 with ISI mark. The pump suitable for installation in sump with 1.1KV grade 3 core suitable copper flat submersible cable to a length of 15m with necessary cable joints. The non-return valve located at the top of the pump in the discharge outlet connection is to be designed with minimum friction. The pump should be directly coupled to 2880 RPM, three phase, 50 Hz (\pm 5), 415V+6% & 415V-15% squirrel cage induction motor suitable for DOL upto 5 HP, Fully Automatic Air break Star Delta up to 20 HP and Auto Transformer starter for above 20 HP starting and for continuous operation.TWAD(2022-2023) pg.no.105 item no.4 (18)	1.00	Each	
62	DOL 3 HP Panel control Board of wall mounting type with ISI mark with AmMetre, Volt Metre indicating lamps TWAD(2022-2023) pg.no.114 item	1.00	Each	

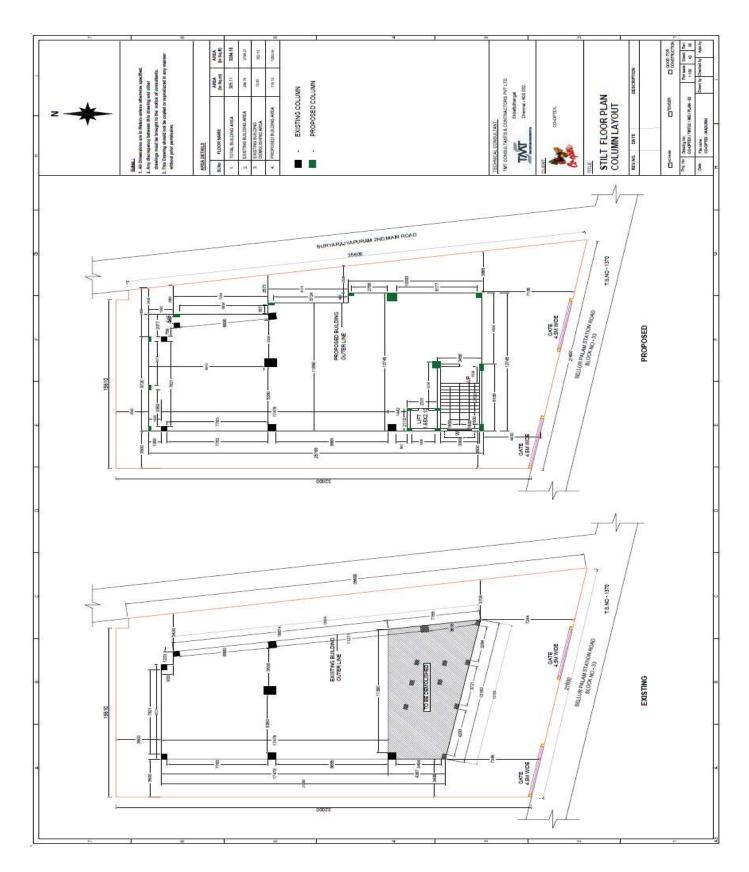
	no.11.1 (5)			
63	Supply & Fixing of MS fabricated Panel control board for 3HP Open well submersible motor with two level TWAD(2022-2023) pg.no.114 item no. 11.1 (3)	1.00	Each	
64	Labour charges for 3HP borewell submersible & 3 HPOpenwell Submersible pumpset in borewell / Openwell including fixing and jointing submersible cable with TWAD(2022- 2023) pg.no.308 item no. 17 c(i)	2.00	Each	
65	Supply and fixing of UPVC Column Pipes of best approved quality, with ISI mark including cost and conveyence and fixing in position etc., all complete in all respects complying with relevant standard specification and as directed by the departmental officer (The brand and quality of the 'U' PVC pipe should be got approved from EE before use) TWAD SR 2022-2023 PG no.24.,	198.00	Rmt	
66	Supplying, delivering and fixing of 16mm thick Nylon Rope , tying with the open well submersible pump and connecting at the top of well with necessary clamps etc., complete. PWD SOR 2022-2023 pg.no.105	198.00	Rmt	

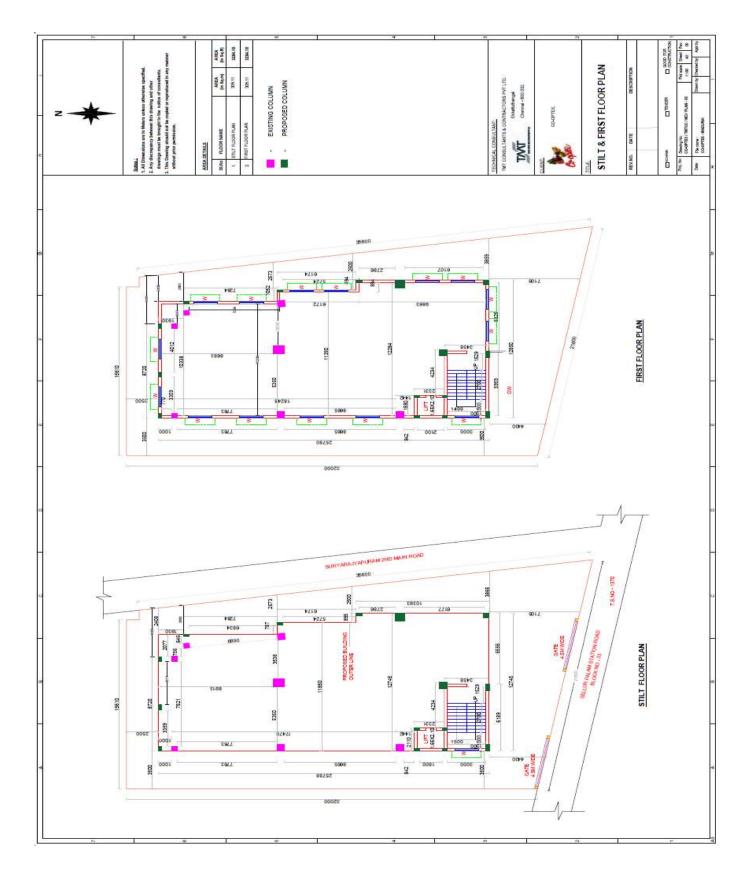
67	Supplying and fixing of 4 sqmm PVC 3 core Flat type Copper cable of , Complete in all respects and as directed by the Departmental Officers.TWAD(2022-2022) pg.no.120 item no.12.1 (3)	225.50	Rmt	
68	Supplying and fixing of Panel Board with 63amps ELCB 1 No, 40 Amps MCB 2 Nos, 16 Amps MCB 4 Nos along distribution board etc Complete in all respects and as directed by the Departmental Officers Market Rate	1.00	Each	
69	Supply and laying of the following size of 3.5 Core x 75 Sqmm PVC armoured LTUG cable in a trench to be excavated at a depth of 0.75 metre putting 0.15 metre layer of sand and covering the three sides of the cable with bricks and refilling the earth to make good - Elect SOR 2022- 23 Pg.No:88 SD 207	33.00	Rmt	
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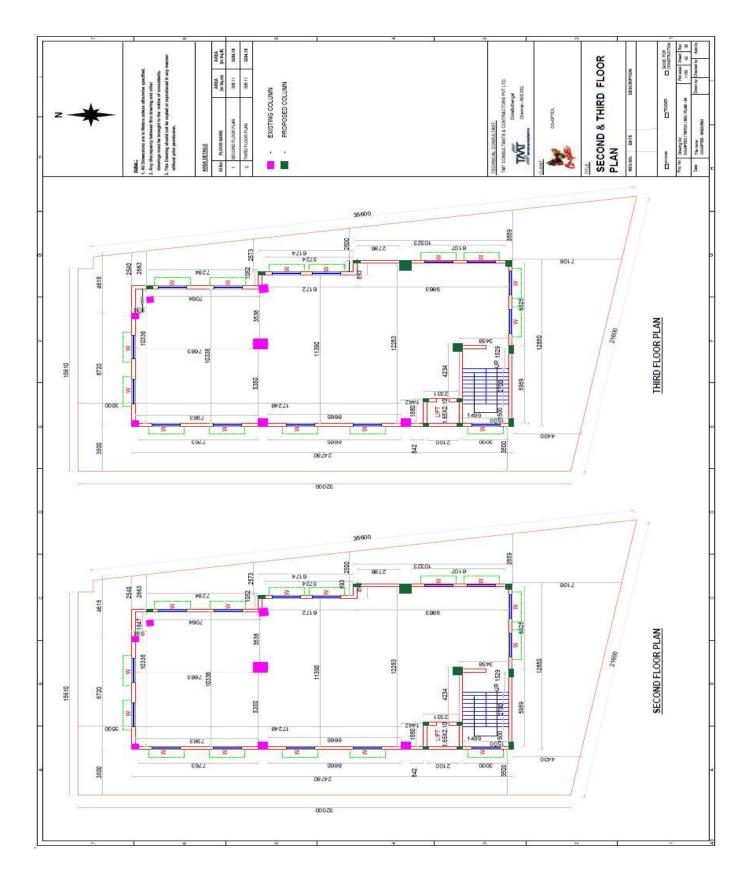
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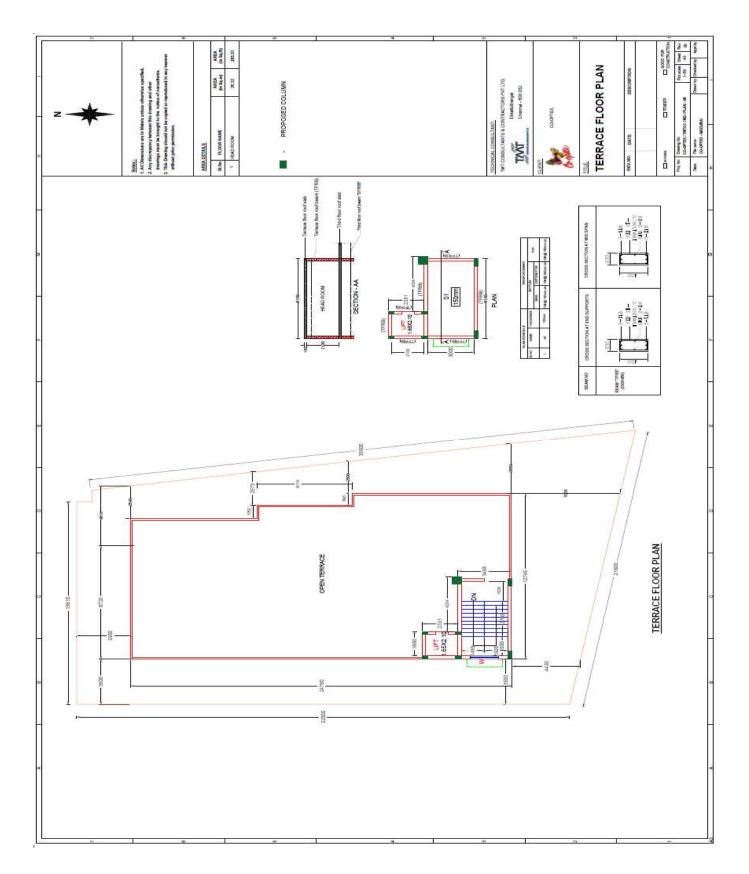
Managing Director, T.N.H.W.C.S.LTD.,CHENNAI.

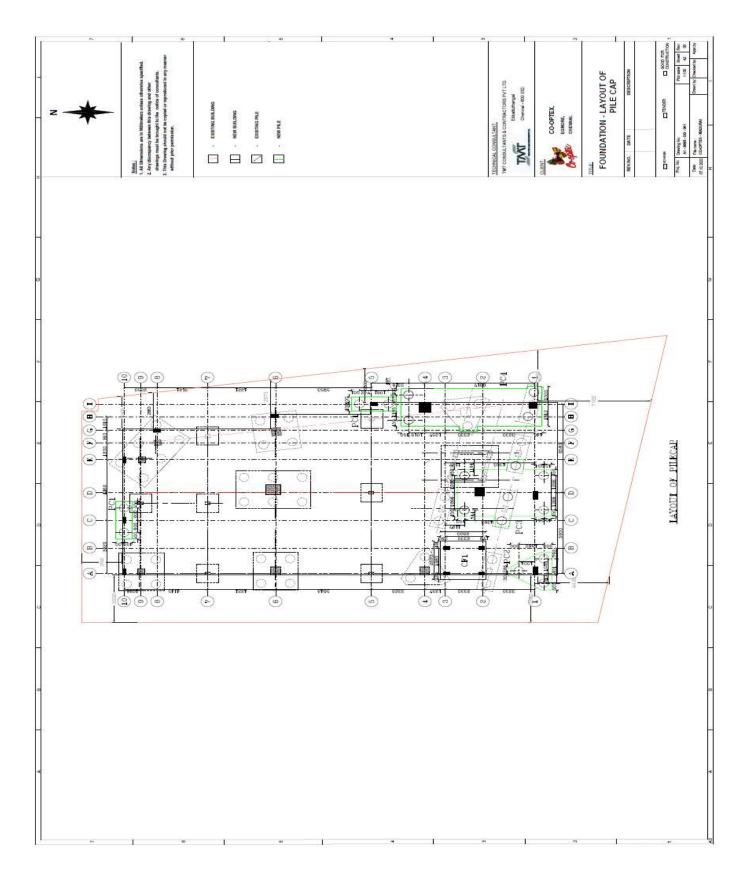


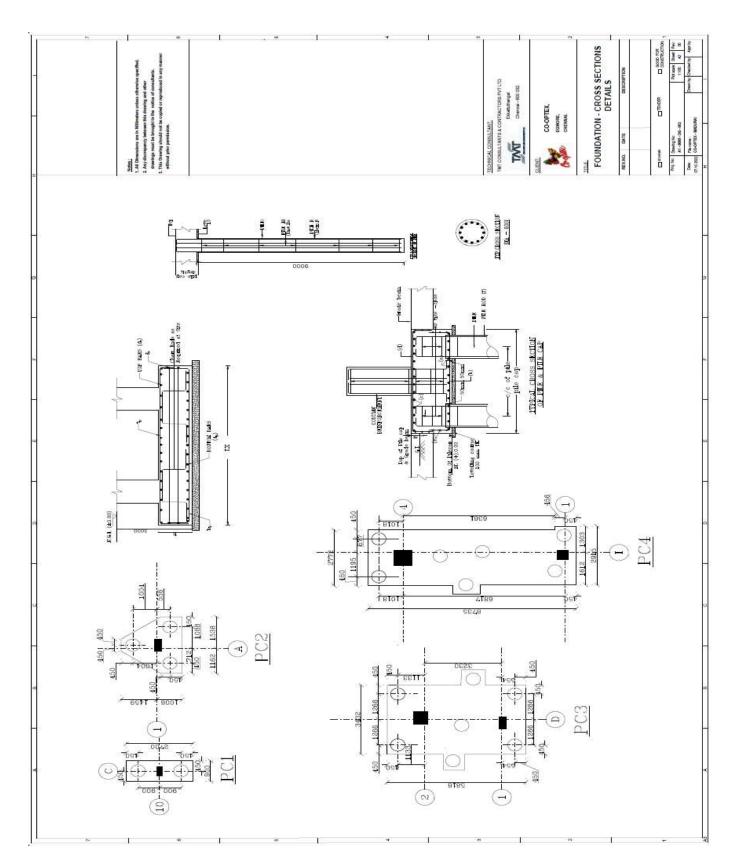




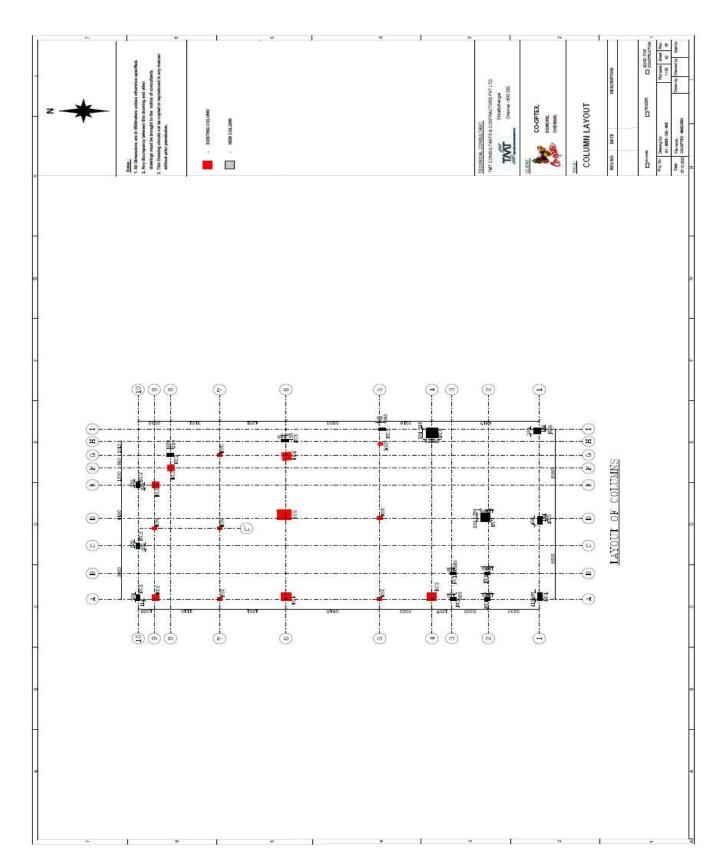
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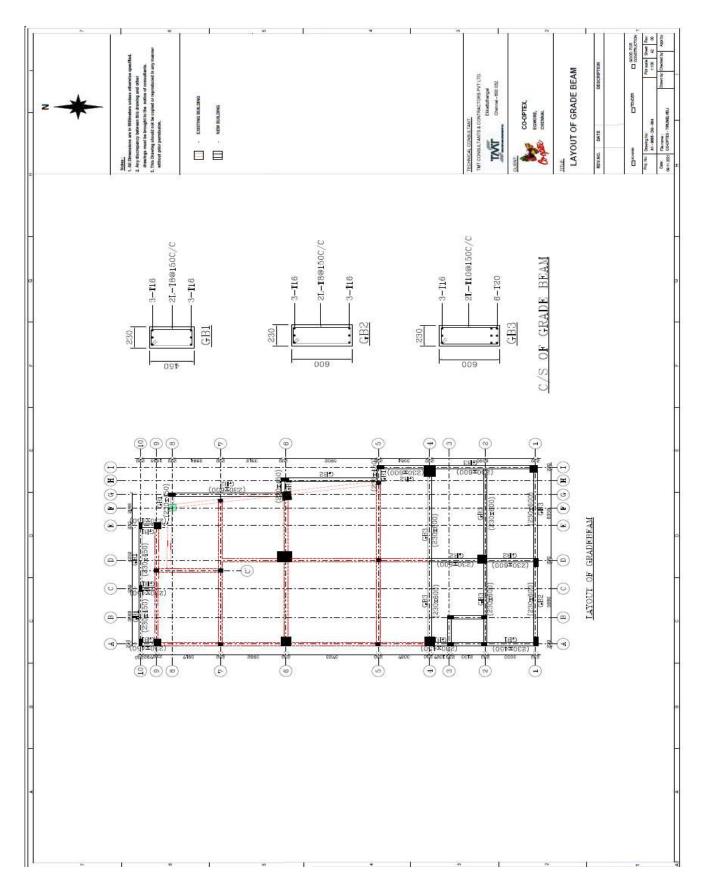




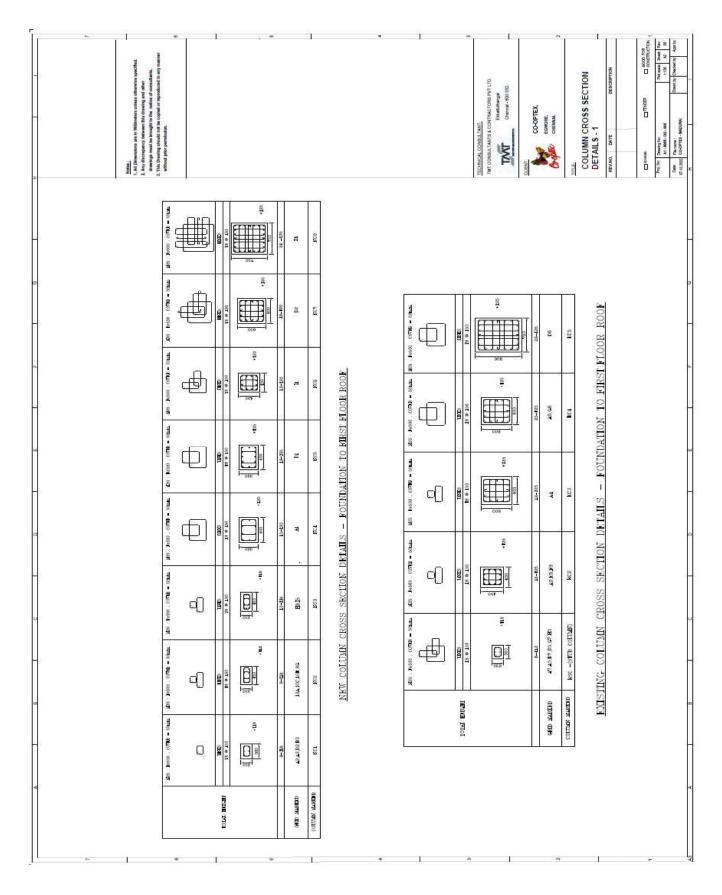


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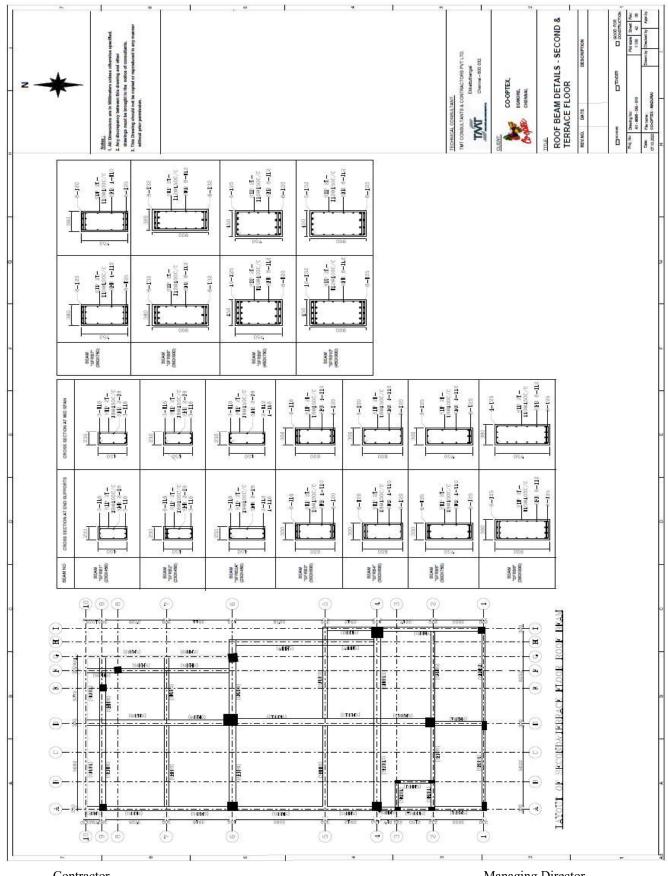




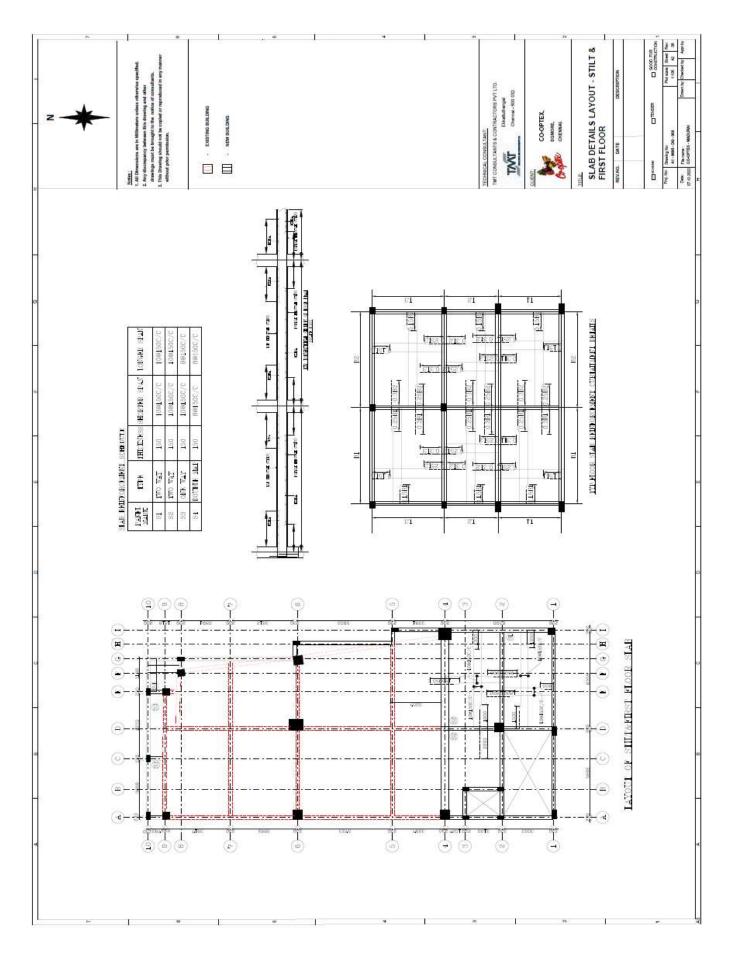
Managing Director, T.N.H.W.C.S.LTD.,CHENNAI.

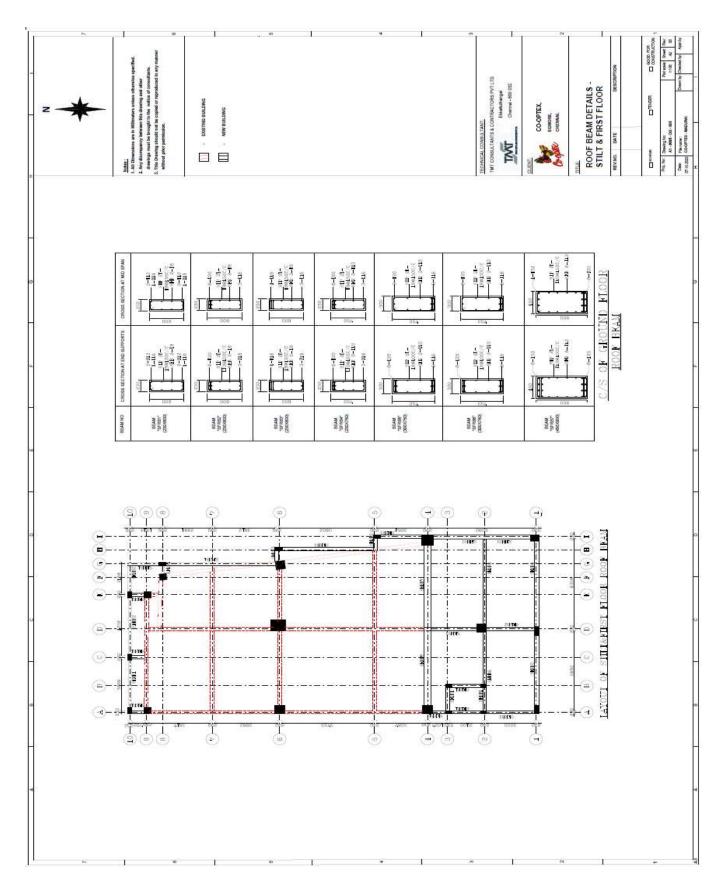


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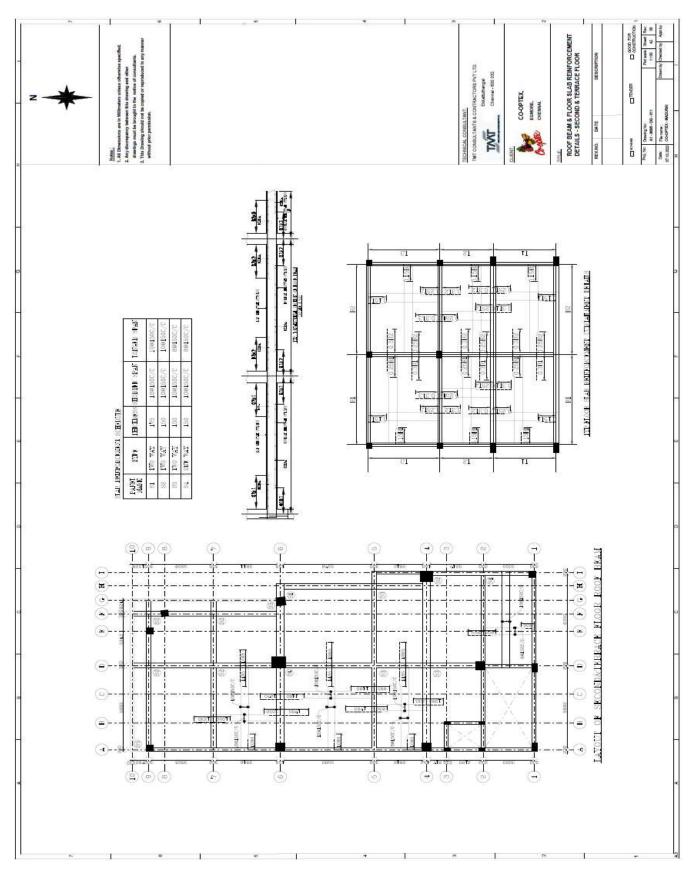


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Managing Director, T.N.H.W.C.S.LTD.,CHENNAI.