

Government of Tamil Nadu

RURAL DEVELOPMENT DEPARTMENT

District Rural Development Agency, Krishnagiri.

Pooled Assogned Revenue (2009-10)

TENDER DOCUMENTS - Volume II

PACKAGE NO.TN-04-PAR-05
(Uthangarai BLOCK)

NAME OF WORK:

Strengthening of the road from Hanumantheertham Pavakkal road to Karukkampatti (via) alamarathukottai km 0/0-4/1 H/o. Katteri..

SERIAL NO. : 1 to 1.

NO.OF DRAWINGS : - - -

COST OF SCHEDULE : **Rs.15000/-+ 4% VAT+SC 10%**

ISSUED BY : Collector / Chairman,
DRDA, KRISHNAGIRI.

SOLD TO THIRU :

DATE AND SIGNATURE OF: EXECUTIVE ENGINEER (RD)
DRDA, Krishnagiri.

Signature of Contractor

TENDER

To

The District Collector / Chairman,
District Rural Development Agency,
Krishnagiri District.

Sir,

I / we do hereby tender and if this Tender be accepted undertake to execute the following works viz;

PACKAGE NO. TN-04-PAR-05 (1- WORK)

As shown in the drawings and described in the specifications attached with the bid documents with such variations by way of additions to and omissions from the said works and methods of payment as are provided for in the conditions of contract at estimate rates or at _____ percent below estimates or at _____ percent above estimate rates indicated in Schedule - A.

I / We hereby that when works are executed by way of alterations of additions to omissions and or any new items not contemplated in the bid document rates for these items as laid down in clause 110-04 of P.S. to S.S.R.B.

I / we hereby distinctly expressed declare and acknowledge that before the submission of my / our Tender I / We have carefully followed the instructions in the Tender Notice and have read standard specifications for TAMILNADU detailed Standard specifications, TNBP, MORT & H and SSRB. The specifications therein and that I / We have made such examination of the contract document and of the plans, specification and quantities and of the locations where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me / us to thoroughly understand the intention of the same and the requirement, Government, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I / We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception of mistake in my / our part of the said requirement convenient, agreements, stipulations and restrictions and conditions.

I / We being registered contractor enclose an income-tax verification/have already produced an Income Tax verification certificate in respect of (here particulars of the previous occasion on which the certificate was produced should be given).

Signature of Contractor

I / We enclose herewith a Demand Draft for a sum of **Rs.36,900/- (Rupees Thirty Six Thousand and Nine Hundred only)** infavour of Collector / Chairman, District Rural Development Agency, Krishnagiri Bearing No. _____ Bank _____ towards the Earnest Money Deposit. Tender if not accepted, this shall be returned to me / us or my / our application when intimation is sent to me / us of rejection of the Tender or the expiration of Two months from the date of this tender which ever is earlier. If my / our Tender is accepted the earnest money shall be retained by the Government as Security for the fulfillment of the contract. If upon written intimation to me / us by Collector / Chairman, DRDA, Krishnagiri. I / We fail to attend the said office before the end of the period specified on such intimation the Tender will not be considered. Upon intimation being given to me / us by the Collector / Chairman, DRDA , Krishnagiri of acceptance of my / our Tender I / We fails to make to additional security Deposit or to put into the required agreement as referred in clause 4 of the Tender Notice that I / We agree to the forfeiture of the Earnest Money and Noticed required to be served on me / us hereunder shall be sufficiently served on me / us if delivered to me / us personally or forward to me / by post me / us (Regd. or ordinary) or left it me / us address given herein. Such notice shall if sent by post be decided to have been served on me / us at the time when in due course of post it would be delivered at the addressed to which it is sent.

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

I / We are professionally qualified and my / our qualifications are given below:-

Name	Qualification

I / We will employ the following Technical staff for supervision of the work and will see that one of them is always at site during working hours personally checking and items of works and paying extra attention to such works as required special attention (e.g.) reinforced concrete work.

**Name of members of Technical Staff
Proposed to be employed.**

Qualification

Signature of Contractor

NOTE:

1. The last two clause should be scored out if the cost of the work involved is less than Rs.10, 000/-.

2. The tenderers should score out the last clause or the penultimate as they are themselves professionally qualified or undertake to employ technical staff under them.

TENDER NOTICE

Collector / Chairman, District Rural Development Agency, Krishnagiri invites sealed detailed price bids from the contractor Registered in **Class –I** in the Rural Development / Highways Department / PWD Department, Other State and Central Government Departments.

PACKAGE NO. TN-04-PAR-05 (1- WORK) - Uthangarai Block

Sl. No.	Name of work	Value of work (Rs.in lakhs)	E.M.D. Amount (In Rs.)	Period of contract
1.	Strengthening of the road from Hanumantheertham Pavakkal road to Karukkampatti (via) alamarathukottai km 0/0-4/1 H/o. Katteri..	36.854/-	36,900/-	6 Months
	Total	36.854/-		

2. The tender should be in the prescribed form obtainable from the Project Officer, District Rural Development Agency, Krishnagiri from **24.05.2010 to 02.06.2010** in all working days during the office hours.

3. Sealed scheduled tenders in sealed cover will be received by Collector / Chairman, District Rural Development Agency, Krishnagiri at his office up to **3.00 PM** (as per Office Clock) on **03.06.2010** and the tenders will be opened by the Collector / Chairman, DRDA, Krishnagiri or is authorized officer at his office at **4.00 p.m.** as per the office clock, on the same day (i.e.) **03.06.2010**.

4. The tenderers or their authorized agents are expected to be present at the time of opening of tenders. The Tenders will be opened in the presence of tenderers or their authorized agents present at the time of opening. The tenders receiving officer will, on opening each tender initial all corrections in the presence of the tenderers. The tenderers shall accept the corrections without any question whatsoever.

5. Tenders must be submitted in sealed covers and should be addressed to the Collector / Chairman, District Rural Development Agency, Krishnagiri District. The name of the Tenderer / Name of the Panchayat Union / Package No. and the name of the work shall be noted on the cover.

6. If the Tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given. If the Tender is made by a Corporation, it shall be signed

Signature of Contractor

by duly authorized Officers who shall produce with his tender satisfactory evidence of his authorization. Such tendering Corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

7.1. The tenderers who have registered in this Rural Development Department in the Panchayat Union and Project Officer, District Rural Development Agency of this District under category **Class I** eligible for tender for this work as already notified in the tender notice, for the respective value of contract.

7.2. **The Class-I** Contractors registered in PWD or H&RW Department other State and Central Government Department undertakings are also eligible to participate in the tender, in the appropriate class Such Contractors if selected as successful Tenderer, then formal registration should be done at the concerned DRDA / Panchayat Union before concluding agreement.

8.1 Each Tenderer must send a certificate of income tax verification from the appropriate income tax authority in the form prescribed therefore. This certificate will be valid for one year from the date of issue for all tenders submitted during the period.

8.2 Each Tenderer must also send a certificate of sales tax verification during current calendar year from the appropriate authority.

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

8.4 If the Tenderer is a registered contractor in this department and if certificate for the current year had already been produced by him during the calendar year in which the Tender is made, it will be sufficient if the particulars regarding the previous occasion in which the certificate was produced are given.

8.5 All Tenders received without certificate of Income clearance and Sales Tax clearances are liable to be rejected.

9.0. Each Tenderer must pay as Earnest Money Deposit a sum of **Rs.36,900/- (Rupees Thirty Six Thousand and Nine Hundred only)** by means of Nationalised Bank Demand Draft in favour of the Collector & Chairman, District Rural Development Agency, Krishnagiri District, payable at

Signature of Contractor

Krishnagiri. The Earnest Money Deposit will be refunded to the unsuccessful tenderers with in a month after finalising the tender and concluding agreement.

- 9.1. THE EMD WILL NOT BE ACCEPTED IN THE SHAPE OF BANK GUARANTEE.
- 9.2. TENDERS NOT ACCOMPANIED WITH THE EARNEST MONEY DEPOSITS IN THE ABOVE SAID ACCEPTABLE FORM ARE LIABLE FOR REJECTION.
- 9.3. Earnest Money Deposit will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
- 9.4. All Earnest Money Deposits specifically retained with this contract, or so much of it shall not have become forfeited to DRDA, shall be returned to the Contractor at the expiry of 6 month after the completion of work. In respect of retention money of 2 ½ % of total value of contract will be retained for a **period of two year reckoned from the date of completion of the work and will be released after two years on production of an indemnity bond for a further period of three years** to establish the quality of work executed.

10.1. When a Tender is to be accepted, the tenderer whose tender is under consideration shall attend the office of the Collector / Chairman, DRDA, Krishnagiri District on the date fixed by written information to him. He shall, forthwith upon intimation being given to him by the Collector / Chairman, DRDA, Krishnagiri District, of acceptance of his tender, sign an agreement in the proper departmental form for the due fulfillment of the contract. A further security deposit of 1% or such other sums will be intimated to him should be remitted by the tenderer before concluding the agreement.

This Security Deposit together with the Earnest Money Deposit and the amount withheld according to the clause 110 of the Standard Specification to S.S.R.B shall be retained as Security for the due fulfillment of this contract. If, upon written intimation to the successful tenderer by the Collector / Chairman, DRDA, Krishnagiri District office, the Tenderer fails to attend the said office before the specified date on such intimation to the Tenderer, by the Tender will not be considered. If, upon intimation being given to the successful Tenderer by the Collector & Chairman, DRDA, Krishnagiri District of acceptance of his tender, the tenderer fails to make the additional security deposit or and to enter into the referred agreement, the said money referred in

Signature of Contractor

clause 9(i) of the Notice shall be forfeited not as a penalty but in payment of liquidated damages sustained as a result of such failure.

10.2 The written agreement to be entered into between the contractor and Collector / Chairman DRDA, Krishnagiri shall be the foundation of all rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts.

11. The Preliminary specifications to the Standard specifications for roads and bridges construction shall form an inseparable condition of the contract in all agreements entered into by the Contractor for the execution of work for the DRDA, Krishnagiri under Tamil Nadu Rural Development Department.

12. For items of works in buildings, and structure not covered by the specifications, relevant items from Tamil Nadu Building practice as amended from time to time shall apply.

A copy of these contract documents can be had from the Collector / Chairman, DRDA, Krishnagiri District office on the dates specified in the Tender Notice on payment of **Rs.15000/-+ 4% VAT+SC 10%**

13. per set including sales tax and surcharge as notified in the Tender Notice.

14. The Tenderer shall examine closely the SSRB, MORT & H and TNBP and also the Standard Preliminary specification contained therein before submitting his tender for unit rate which shall be for finished work in sites. He shall also carefully study the drawings and descriptive specifications supplementing schedule-A and all documents which form part of the agreement to be entered in to by the accepted Tenderer. The SSRB, TNBP, MORT & H and other documents Connected with the contract such as specifications, plans, descriptive specification sheets, regarding materials etc. can be seen at any time during Office Hours on working days in the office of the Collector & Chairman, DRDA, Krishnagiri District.

15. The Tenderer's attention is directed to the requirements of materials under the clause "Materials and the workmanship" in the Preliminary specification. Materials conforming to the specification of the Indian Standard Institution and Indian Roads Congress shall be used in the work and the Tenderer shall quote his rates accordingly.

16. Every Tenderer is expected before quoting his rate, to inspect the site of the proposed work. He should also inspect the quarries and other sources of materials and satisfies himself about

Signature of Contractor

the name of quarries, kilns, etc., where from certain materials are to be obtained, are given in the descriptive specification sheet. Samples of materials kept in the office of the Project Officer, DRDA, shall be inspected by the Tenderers before tendering for the work. The materials supplied should be as per the above samples and conforming to the SSRB, MORT & H and the TNBP.

16.2. The best class of materials to be obtained from the quarries and other sources designated shall be used on work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specifications or in the tender notice or as required by the Collector in any case shall be submitted for the Executive Engineer's approval before the apply to the site of work is began.

16.3 If the contractor, after examination of the sources of materials defined in the descriptive specification sheet is of the opinion that materials complying with the standard specification of the contract cannot be obtained in quality or sufficient quantity from the sources defined in the descriptive specifications, he shall so state clearly in his tender and state where from he intends to obtain materials, subject to the approval of Collector.

17. The Government 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 quality or quantity of materials available. Attention of the contractor is directed to the standard preliminary specifications regarding payment of Seigniorage tolls etc.

18.1 The Tenderer's particular attention is drawn to the sections and clauses in the standard preliminary specification dealing with:

- (1) Test inspection and rejection of defective materials of work
- (2) Carriage
- (3) Construction Plants
- (4) Water and Lighting
- (5) Clearing up during progress and for delivery
- (6) accidents
- (7) Delays
- (8) Particulars of payment.

18.2 The Tenderer should closely peruse all the specifications, clauses, which govern the rates for which he is tendering.

Signature of Contractor

19. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility for these correctness or completeness of this schedule and that this schedule is liable to alternations by omissions, deductions and additions at the discretion of the Collector, as set forth in the conditions of contract. The tenderer will however base his lump sum tender on this schedule of quantities.

20. This Tender schedule, accompanying the lump sum tender shall be written legibly and free from erasures. Overwriting, or conversions of figures, corrections, where unavoidable, should be made by crossing out, initializing dating and rewriting. Tenders not submitted in the proper form or in due time will be rejected.

21. Tenders offering a percentage deduction from or increase on the estimate amount or those not submitted in proper form or in due time will be rejected. Rates or lump sum amounts for items not called for shall not be included in the tender. No alteration which is made by the Tenderer in the Tender or the conditions or contract, the drawing, specifications or quantities accompanying the same will be recognized and if any, such alterations are made, the tender will become void.

22. The Prices at which and the source from which certain departmental materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderers must accept the materials at these prices and shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value of those materials the charges of the contractor will remain as originally entered into the written contract. No cartage or incidental charges will be borne by Government in connection with this tender.

22.1. Programme of Work (**Package No.TN-04-PAR-05**)

Period after the date of commencement Stage of Work

Name of work:

Strengthening of the road from Hanumantheertham Pavakkal road to Karukkampatti (via) alamarathukottai km 0/0-4/1 H/o. Katteri..

Month:	Rate of progress
First Two Months	30% completion
Third Month	50% completion
Fourth Month	70% completion
Fifth Month	90% completion
Sixth Month	100% Completion in all aspects

Signature of Contractor

22.2 The attention of the tenderers is drawn to the contract requirement as to the time of commencement of work, the rate of progress and the dates for completion of the whole work and the several activities. The date of commencement of this programme will be, the date on which the site (Premises) is handed over to the contractor. The time fixed for completion of the entire work shall be **6 Months**.

22.3 On acceptance of the tender, the successful contractor should furnish a detailed PERT CHART INDICATING THE VARIOUS ACTIVITIES, time schedule proposed etc. for completion of the work within the time notified in the tender schedule.

22.4. The Engineer in charge shall be entitled to suggest modifications in the PERT CHART if need be and the contractor shall comply with the suggested modification.

22.5. The PERT CHART after modifications if any shall be approved by the Engineer in charge and shall form part of the agreement. The PERT CHART shall have the effect of progress schedule within the meaning of clause 103-06 of PS to SSRB and form the basis for involving clause 109- of P.S. to SSRB.

23. No part of the contract shall be sublet nor shall transfer to made by Power of Attorney authorizing others, to receive payment on the contractor's behalf without written permission of Collector & Chairman, DRDA, Krishnagiri District.

24. Any further information is required, Collector & Chairman, DRDA, Krishnagiri District will furnish such information, but it must be clearly understood that tenders must be received in order and according to instruction.

25. The Collector & Chairman, DRDA, Krishnagiri District or other sanctioning authority reserve the right to reject any tender or all the tenders without assigning any reasons thereof.

26. It is to be expressly understood that the measurements of work is to be taken net (not withstanding any practice or custom to the contrary) according to the actual quantities when in place and finished according to the drawing as may be ordered from time to time by the Collector and the cost calculated by measurement or weight at the respective prices without any additional charges for any necessary contingent works connected therewith.

Signature of Contractor

27.1 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 as specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technically qualified men under him, is always at the site of the work during the progress of work personally checking all the items of work and paying extra attention to such works as may demand special attention (eg.) reinforced concrete works etc.

Signature of Contractor

SCHEDULE

Value contract	Minimum qualification at Technical personnel
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Rs.1.00 Lakh to 5.00 Lakhs	One Diploma holder in Civil Engineering or Retired Junior Engineer.
Rs.5.00 Lakh to 10.00 Lakhs	One B.E., (Civil) or Equivalent Degree holder or One Retired Sub-Divisional Officer (Assistant Executive Engineer, Or Assistant Divisional Engineer) or One Diploma holder with 3 years Experience.
Rs.10.00 Lakhs to 25.00 Lakhs.	One B.E., (Civil) or equivalent Degree holder with three years experience in Civil Engineering works or not less than one Retired Sub-Divisional Officers plus one Diploma Holder in Civil Engineering or Two Diploma Holder in Civil Engineering with three and five years experience respectively.

Rs.25.00 lakhs to Rs.50.00 lakhs. One B.E., (Civil) or equivalent Degree holder with three years experience or not less than one Retired Sub-Divisional Officer (Assistant Executive Engineer, Or Assistant Divisional Engineer) Plus two Diploma Holders in Civil Engineering or two Retired Junior Engineers.

Alternative: One B.E., (Civil) or equivalent degree holder with three years experience or not less than one Retired Sub Divisional Officer (AEE or ADE) plus one more BE (Civil) or equivalent Degree Holder (G.O.Ms.No.1645/PWD/dated 6.10.1981)

Rs. 50.00 Lakh and above Two B.E. Civil (or) equivalent Degree holder with three years experience or not less than Two Retired Sub-Divisional Officer (Assistant Executive Engineer, Or Assistant Divisional Engineer) Plus Four Diploma Holders in Civil Engineering or Four Retired Junior Engineers to super vise the work.

27.2 The Government also direct that a penalty of **Rs.5,000/-** per month per Diploma Holder and **Rs.10,000/-** per month per degree holder, be levied in case of default on the part of contractor as per the norms mentioned above.

27.3 The employment of Technical Assistants could be based only on the value of contract. Engineer with Mechanical Engineering qualification and retired from Civil Engineering Department are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineer field controlled prices under the provision of clause 6 of the Hoarding and Profiteering preventive Ordinance 1943 as amended from time to time and similar principle in regard to labour and supervision in the construction.

27.4 In case the contractors who is professionally qualified is not in a position to remain

Signature of Contractor

always at the site of the work during working hours personally checking all items of works which may demands special attention (eg.) Reinforced concrete work etc. He should employ technically qualified men (as prescribed for the work).

27.5 It will not be incumbent on the part of the Contractor to employ technical Assistant / Assistants when the work is kept in abeyance due to valid reasons and if during such period in the opinion of the Divisional Engineer the employment of Technical Assistant/Assistants is not required for the due fulfillment of the contract.

28. Tenderers when submitting the tenders should certify in the tender that they have actually inspected the site before tendering for the work and have examined before tendering, the nature and extent of various kinds of soils at various depths and have based their tender on such examination by them.

29. The tenderers submitting a quotation which the tender accepting authority considers excessive or indicate of insufficient knowledge of current prices or definite attempt at profiteering, will render himself liable to be debarred, as the accepting authority may decide. The tender rates should be based on the controlled prices under the provision of clause 6 of the Hoardings and Profiteering Preventive Ordinance 1943 as amended from time to time and similar principle in regard to Labour and supervision in the constructions.

30. A statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classifications should accompany tender.

- a) Equipment Transport for materials, Lorries and
Carts, concrete mixers, etc.

- b) Organisation 1. Technical
2. Unskilled
3. Skilled

- c) Methods that will be accepted to speed up the work for the entire completion within the prescribed time.

31. The Tender of the Contractor who agrees to employ the maximum number of ex-servicemen, toddy tapers and unemployed Agricultural Labour (number to be notified in the Tender) will receive preferential consideration. The Tenderers are requested to report on this in their covering letter.

32.1 The contractors shall make their own arrangements for all the tools and plants required for the execution of the work. Concrete mixers and any other equipment, if available with the department, may be hired out to the contractor at rates and conditions specified elsewhere.

Signature of Contractor

32.2 NO FOREIGN EXCHANGE WOULD BE RELEASED BY THE GOVERNMENT FOR THE PURCHASE OF PLANT AND MACHINERY FOR THE WORK.

33. The tenderer shall also submit the detailed working drawings with sequence of construction and the required for each stage of work regarding foundation substructure and superstructures. The tenderer shall submit list of machineries, required, the source and availability.

34. The contractor's rate shall be inclusive of all taxes such as excise duty, sales tax, octroi, Seigniorage charge etc., if any, which he has to pay to the Government.

35. No water leads will be paid for any of the items, and the rates should be inclusive of all such items. Soft potable water required for cement concrete items and other items should be procured by the contractor himself and his quoted rate should be inclusive of all charge, leads, etc.

36. The levels furnished in the plan are based up the Investigation done by this department. If there are any change in levels, water levels etc., during actual execution the contractors are bound to accept them and they are not eligible for any extra claim for such change in levels etc.,

37. The tenderer must submit a detailed specification of materials to the tests to be conducted to ensure the quality of materials proposed to be used in the construction. The tenderer must submit his quotation for each finished item of work inclusive of cost and conveyance of all materials labour etc. complete.

Quality Control

38.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

Tests

38.2 The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the Rural Roads Manual, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

38.3 If the Engineer instructs the Contractor to carry out a test not specified in the Specification / Rural Roads Manual to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

39.1 Traffic will be allowed in part width of road during execution. Hence no separate diversion road is necessary.

Signature of Contractor

39.2 However the contractor should make traffic barricading arrangements providing danger lights and other such arrangements for the safety of the traffic during execution at his cost.

39.3 However the contractor should make his own arrangements to form and maintain the diversion or approach road for the conveyance of materials to the work spot at his cost and the department will not make any payment for this item. This should be responsibility of contractor.

39.4 Amount if any due from the contractor to this department will be recovered under the Tamil Nadu Revenue Recovery Act 1864 (Tamil Nadu Act of 1864)

39.5 Income Tax @ 2% on the bill amount will be recovered as per Government Endorsement No.58659/PA.2 dated 24.07.1971. However if there is any change during the tenure of the working period and before completion of the work, it will be effected at the revised rates in force then.

40. The cover for reinforcement shall be as per drawing furnished and relevant IRC codes concrete shall conform to IRC codes and specifications mentioned in the drawings.

41.1 Alternative design other than departmental design will not be entertained. Tender based on the Alternative design if received, will be summarily rejected.

41.2 Based on the departmental outline design the tenderer shall submit detailed working drawings and designs and get them approved from the department before the start of the work.

41.3. Any modification required in the outline proposals for the departmental design from codal and design considerations and sound engineering practice shall be effected and the work carried out accordingly by the contractor without any extra cost to the department over and above his lump sum quotation.

42. The contractor should take risk insurance for the work at their cost against loses due to unprecedented flood and other acts of God (G.O.Ms.No.620, Transport Department, dated 22.7.1978) No compensation or any ex-gratia payment will be made by Government in case of any damages sustained by the contractor on account of natural calamities or acts of God during the progress and until completion of work.

43. In the event of work being transferred to any other District Collector / Chairman, DRDA, Krishnagiri District having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Government.

44. The PS to SSRB shall form an inseparable condition of the contract in all agreements entered into by the Contractor for execution of works for the Tamil Nadu Rural Development Department. For items of work in building, and structures not covered by these specifications relevant items of TNBPSS and SSRB and Ministry of Surface Transport Specifications amended from time to time shall apply.

Signature of Contractor

45. The validity of tender should be for 90 days from the date of Tender.

46. The Tenderers should quote their rates for the quantity and units specified under metric units under Schedule "A"

47. All the pages of schedule "A" in the tender schedule should be signed by the contractor without any omission. Otherwise the tender will be liable for rejection as per the rules.

48. Indira Vikas Patras should not be in any other name in the EMD otherwise the tender will be summarily rejected.

49. The tenderer's name will be removed from the list of contractors by the tenderer purchased tender schedules three times, but not participated in the tenders as per G.O.Ms.21/HD/HN2/dated 25.1.99.

50. Contractor evaluation of the tender, if it is found that if the overall quoted amount of the tender is less than 5 to 15% of the estimated amount the contractor shall pay an additional security at 2% of the estimated value. If the tender discount exceeds 15% the contracts shall pay an additional security at 50% of the difference between the quoted amount and estimated amount. Failure to furnish the additional security and execute the agreement shall entail cancellation of award of contract and forfeiture of EMD furnished (vide CE (General) H&RW Endt.No.59384/opp.1/98-3/22.2.99.

51. RATE OF PROGRESS AND LIQUIDATED DAMAGES:

51.1. If for any reason, which does not entitle the contractor to an extension of time the rate of progress of the works or any section is at any time, in the opinion of the Engineer, slow to ensure completion by the prescribed time or extended time for completion the engineer shall so notify the contractor in writing and the contractor shall there upon take suitable steps as are necessary and the Engineer may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for baking such steps. If, as a result of any notice given by the Engineer under this clause, the contractor shall seek the Engineer's permission to do any work at or on Sundays, if locally recognized as days of test or their, locally recognized equivalent, such permission shall not be unreasonably refused.

51.2. If the contractor shall fail to achieve completion of the works within the time prescribed by clause 23.1 hereof, than the contractor shall pay to the employer the sum stated in the contract as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed by clause 23.1 hereof and the date of certified completion of the works. The Employer may, without prejudice to any other method of recovery, deducts the amount of such damages from any moneys in his hand due or which may become due to the contractor. The payment or deduction of such

Signature of Contractor

damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

51.3. If before the completion of the whole of the works any part of section of the works has been certified by the Engineer as completed, pursuant clause hereof, and occupied or used by the employer the liquidated damages for delay shall for any period of delay after such certificate and in the absence of alternative provisions in the contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the works.

51.4. Further to sub clause (2) above, if the contractor should fail to complete the separable portions of the works identified below or to complete the whole of the works within periods and dates specified under clause 23.10 the contractor shall pay to the employer, as fixed and agreed liquidated damages and not as penalty the such shown below for any calendar day or part of a calendar day of delay in the types and proportions of currencies as shall be payable to the contractor under the contract. However, if 95% of work is physically completed, it is constructed as fully completed only for enforcement of this clause.

51.5.

Sl. No.	Section of works Physical completion (cumulative)	Time for completion (months) (cumulative)	Applicable amount of liquidated damages day
1	Full work (Roads, Cross Drainage Works and Protective works)	6 Months	Rs.500/- day

51.6. The aggregate maximum of liquidated damages payable to the employer under this clause shall be subject to a maximum of 10% of the contract price.

51.7. TERMINATION OF CONTRACT:

The contract can be terminated fully or partly, if the contractor fails either to follow the proportionate progress or fails to adhere to the quality prescription. In the event of termination, the work will be done thro' other agency at the risk and cost of the original contract this is as per TNBPC & MDSS 109.05.

52. CARE OF WORK AND RISKS:

52.1 From the commencement of the work until the date stated in the certificate of completion for the whole of the works including observation period of five year there from pursuant to clause hereof the contractor shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a certificate of completion in respect of any part of the permanent works, the contractor shall cease to be liable for the care of that part of the permanent works from the date stated in the certificate of completion in respect of that part and the responsibility for the care of that part shall pass to the employer provided further that the contractor shall take full responsibility for the care of any outstanding work which he shall

Signature of Contractor

have undertaken to finish during the period of maintenance until such outstanding work is completed. In case any damage loss or injury shall happen to the works, or to any part thereof from any cause whatsoever, save and accept the risks as defined in sub-clause while the contractor shall at his own cost repair and make good the same, so that at completion the permanent works shall be in good order and condition and informing every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the risks, the contractors shall, repair and make good the same as aforesaid at the cost of the Employer. The contractor shall also be liable for any outstanding work or complying with his obligations.

52.2. The risks are war, hostilities (whether war be declared or not) invasion act of foreign enemies rebellion, revolution, insurrection or military or usurped power civil war, unless solely restricted to employees of the contractor or of his sub-contractors arising from the conduct of the works, riot commotion or disorder, or use or occupation by the Employer of any part of the permanent works, or a cause solely due to the Engineer's design of the works, or ionizing radiation or contamination by radioactivity from an nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly of a clear assembly or nuclear component thereof, pressure waves caused by aircraft or other arrival device traveling at sonic or supersonic speeds, or any such operation of the forces of nature as an experienced contractor could not foresee, or reasonably make provision for insure against all of which are herein collectively referred to as the risks.

53. FRUSTRATION:

If a war, or other circumstances outside the control of both parties, arises after the contract is made so that either party is prevented from fulfilling his contractual obligations or under the law governing the contract, the parties are released from further performance, then the sum payable by the Employer to the contractor in respect of the work executed by the contractor.

54. EXTENSION OF TIME FOR COMPLETION:

Time shall be considered as the essence of the contract, should the amount of extra or additional work of any kind or any cause or delay referred to in these conditions, on any cause of delay hereof or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor be such as fairly to entitle the contractor to an extension of time for the completion of the works without any extra financial commitment.

55. SETTLEMENT OF DISPUTES:

If any dispute or difference of any kind whatsoever shall arise between the engineer of employer and the contractor in connection with, or arising out of the contract, of the execution of the works whether during the progress of the works or after their completion and whether before or after the termination,

Signature of Contractor

abandonment or breach of the contract, it shall in the first place, be referred to and settled by the Engineer who shall within a period of thirty days after being requested by the contractor to do so, give written notice of his decision to the contractor. Upon receipt of the written notice of decision of the Engineer the contractor shall promptly proceed without delay to comply with such notice of decision.

If the Engineer fails to give notice of his decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the notice of decision of the Engineer, the contractor may within thirty days after receiving the notice of decision appeal to the employer who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The employer shall give notice of his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal. Subject to arbitration, as hereinafter provided, such decision of the Employer in respect of every matter so referred shall be final and binding upon the contractor and shall forthwith be given effect to by the contractor who shall proceed with the execution of the works with all due diligence whether he requires arbitration, as hereinafter provided or not if the Employer has given written notice of his decision to the contractor and no claim to arbitration has been communicated by him by the contract within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the contractor. If the Employer shall fail to give notice of his decision, as aforesaid, within a period of thirty days after being decision, requested as aforesaid, or if the contractor be dissatisfied with any such decision then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days at the case may be required that the matter or matters in dispute be referred to arbitration as hereinafter provided.

56. RESOLUTION OF DISPUTES:

Settlement of claims by Arbitration:

All disputes of differences in respect of which the decision is not final and conclusive if the claims monetary value is less than Rs.2.00 lakhs (Rupees Two Lakhs only) shall be referred for arbitration to a sole arbitrator. The District Collector, Dharmapuri or the successor to his office. The arbitration shall be conducted in accordance with the provision of Indian Arbitration and conciliations Act 1996 or any statutory modifications thereof.

The decision of the sole arbitrator shall be final and binding on the parties thereto. The arbitrator shall determine the amount of arbitration to be awarded to either parties.

Performance under the contract shall continue during arbitration proceedings and payments due to the contractor by the owner shall not be withheld. Unless they are the subject matter of the arbitration proceedings.

All awards shall be in writing and such a words shall state reasons for the amounts awarded. Neither party is entitled to bring a claim to arbitration if the Arbitration has not been appointed before the expiration of thirty days after defect liquidity period.

Signature of Contractor

If the claims exceed monetary value of more than Rs.2.00 lakhs (Rupees two lakhs only) the same shall be referred to the civil court having jurisdiction for decisions.

57. CONTRACT DOCUMENTS AND LETTERS TO BE TREATED AS CONFIDENTIAL:

All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and all restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

58. BRIBERY AND COLLUSION:

The Employer shall be entitled to terminate the contract and recover from the contractor the amount of any loss resulting from such termination if the contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or regard for do in or for bearing to do any action in relation to obtaining or in the execution of the contract or any other contract with the employer, or if any of the like acts shall have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor) or if the contractor or number of contractors whereby an agreed quotation or estimate shall be offered as a bid to the employer by one or more contractor.

SCHEDULE - A

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

The quantities given here are those upon which the lump sum tender cost of the work is based, but they are subject to alteration, omission, deduction or addition as provided for the conditions of this contract and do not necessarily show the actual quantities of work done. The Unit rates quoted below are those governing payment of extras or deducting or omissions according to the conditions of Tamil Nadu Highways Manual and Tamil Nadu Building Practice Code and other conditions of specification of this contract.

It is to be expressly understood that the measured work is to be taken nett (nor withstanding any custom or practice to the contrary) accordingly to the actual quantities when in place and finished according to the drawings as may be ordered from time to time by the Collector and the cost calculated by measurement of weight at the respective prices without any additional charge for any necessary or contingent work concerned therewith. The rates quoted are for the finished works in site and complete in every respect.

Signature of Contractor

SCHEDULE – B

LIST OF DRAWINGS

1. Descriptive Lead Statement
2. Key Map
3. Index Map
4. Site Plan
5. Typical Cross section

SCHEDULE – C

1. Descriptive specification report.
2. Special condition for plants and machinery.
3. Special condition for collection of sand.
4. Conditions for training of apprentices as per Apprentice Act.
5. Special conditions for supply of bitumen (Emulsion) and Cement.
6. Special conditions for employment of Technical Assistant
7. Special conditions for Arbitration.
8. Special conditions.
9. Special condition for Mini Hot Mix Plant.
10. Schedule 'D'

Signature of Contractor

PACKAGE NO TN-04-PAR-05
(Uthangarai Block)

BRIEF SPECIFICATION REPORT ACCOMPANYING THE STRENGTHENING OF ROAD:

PART - I

Name of the road: Strengthening of the road from Hanumantheertham Pavakkal road to Karukkampatti (via) alamarathukottai km 0/0-4/1 H/o. Katteri.

Location:

Traffic intensity: The traffic intensity in this road are 25 CVPD for road as per the census. Considering the report traffic volume and future traffic intensity it is proposed to design the pavement adopting 'C' curve. **Vide IRC SP20**

Proposals:

The following provisions are made in this estimate:

1. Clear Light Jungle.
2. Earthwork excavation.
3. Providing WBM Bottom Layer.
4. Providing WBM Top Layer.
5. Providing Tack coat over BT surface using 3 Kg Emulsion.
6. Premix coat with seal coat type A 20 mm thick.
7. Provision for KM stones and HM stones.

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SPECIAL CONDITION FOR PLANTS & MACHINERY

The Plant and machinery with the department will be lent to the contractor if available on request subject to the conditions of hire charges prescribed in the tenders for each type of plant and for such of those plants for which conditions of hire charges are not prescribed in the tender document at a rate of hire in force at the time of hiring the plant to the contractor.

(Authority: Govt. of Tamil Nadu, PWD, Memo, No. 72313/D2/75-7, dt. 20.4.1976 communicated in E.E's (H), Madras-5 Endt. No. 77469/B3/73-24, dt. 29.4.1976)

For areas where extra percentage over schedule of rates for works, conveyance, labour and materials, etc. are allowed, the hire charges of tools and plant will be enhanced by the respective extra percentage.

(Authority:- G.O.Ms.No.1702/PWD/dt.26.11.1974)

SPECIAL CONDITION FOR COLLECTION OF SAND

Sand to be collected should be perfectly dry clean of coarse variety; only river sand should be collected.

Payment to be made for the item of sand collected shall be only for net quantity, after deducting necessary percentage towards bulkage in case the collected sand contains any moisture or happen to be wet.

The bulkage of sand will be arrived by the following formula:

$$\frac{\text{Gross stacked quantity} \times 100}{100 + \% \text{ of bulking}}$$

The exact percentage of voids which will be deducted from the stacked quantity of wet sand will be decided by the departmental officers by conducting necessary field tests and the decision of the same by the department shall be final and binding on the contractor.

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CONDITIONS FOR TRAINING OF APPRENTICES AS PER APPRENTICE ACT

1. The contractor shall comply with the provision of the apprentice 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 parties or breach of contract provided in the agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him on the provision of the act.
2. Contractor shall during the currency of the contract ensure engagement of the Apprentices in the categories mentioned below who may be assigned to him by Director of Employment and Training/State Apprenticeship Advisor, Tamil Nadu. The contractor shall train them as required under the Apprentices Act 1961 and the rules made there under, and shall be responsible for all obligations of the employer under the said item including the liability of make payment to the Apprentices as required under the said Act.

Value of contractor	Category	To be appointed
1. Above Rs.10.00 lakhs	1. Building Constructor	1
	2. Brick layer	1
	3. B.E. (civil)	1

3. Unless the contractor has been exempted from the engagement of apprentices by the Director of Employment and Training/State Apprenticeship Advisor, a certificate to the effect that the contractor has discharged his obligation under the said act satisfactory should be obtained from the Director of Employment and Training/State Apprentices Advisor and the same should be provided by the contractor, final payment in the settlement of the contractor.

(Authority: G.O. Ms No.866/Transport Department / Dt: 2.8.70)

Signature of Contractor

**SPECIAL CONDITIONS FOR WORKS INVOLVING USE OF BITUMEN AND
BITUMEN EMULSION**

Packed Bitumen and bitumen emulsion required for the work will be supplied departmentally as detailed below:

- A) Bitumen emulsion Panchayat Union store at **Uthangarai**.
- B) Packed Bitumen 60/70 Panchayat Union store at **Uthangarai**.

The cost of above will be recovered from contractors bill as detailed below:

- A) Bitumen emulsion **Rs. 36792/- per M.T**
- B) Packed Bitumen (60/70) **Rs. 35460/- per M.T**

Packed Bitumen and bitumen emulsion for use on the work will be supplied in bulk /packed in sufficient quantity as and when required in consistent with the progress if work as decided by the Departmental Officers. The contractor shall arrange to store the adequate quantity of bitumen sufficiently in large quantities to ensure continuity of the work.

For the quantity of Packed Bitumen and Bitumen emulsion issued to the contractor in excess of permissible limits (i.e.) more than 2½ % not yet returned by the contractor. Recovery cost will be **double** the rate plus storage charges or market rate whichever is higher which the supply of bitumen is agreed to for bonfide use in the work.

If the quantity of straight run Packed bitumen and Bitumen emulsion issued is less by 2½ % of permissible quantity, the recovery will be made for the quantity of Packed bitumen and Bitumen emulsion calculated as per the original requirement despite the quantity noted in the unstamped receipt.

The contractors rates shall be inclusive of all sales tax if any which he has to pay to Government.

Departmental plants such as Roller, Lorries, Mixtures etc., if available will be supplied departmentally if required by the contractor an payment of hire stipulated in the hire conditions appended herewith. The contractor has to take his own arrangements for all other tools and plants required for the work.

Traffic regulations clause 109.05 of SSRB Volume I shall apply for this work.

Signature of Contractor

The contractor shall maintain a watchman on the work and regulated traffic if any where necessary. Notice Boards shall be placed in suitable locations bearing in large letters in conspicuous column.

Warning notice shall be placed at the points in the being neighborhood of the work where other road joints, and cross the road and at such other places and points may be directed to enable the motorists, cyclists or other vehicular traffic to avoid the constructed road by taking alternative route. No extra payment will be made for any such incidental items.

The rate quoted for the items should be inclusive of all items of work required for the proper execution of items viz., watering, barricading, lighting, watching safety arrangements in the intensity of traffic etc., and no claim for extra payment of the scope will be entertained.

The contractor shall maintain the surface of road in proper for a period of 5 years from the date of final check measurement. Any defects in the work noticed within this period of maintenance of 5 years from the date of check measurement shall be made good the expenses of the contractor, Minor undulation and tracking and at other defects beyond special toleration during the maintenance period are to be re-laid or remove and replaced completely as may be ordered to the satisfaction of the Engineer.

EXECUTIVE ENGINEER (RD)
D.R.D.A., Krishnagiri.

Signature of Contractor

SPECIAL CONDITIONS FOR CEMENT & STEEL DEPARTMENT SUPPLY.

1. Cement and Steel will be supplied by the Department at Departmental store at **Uthangarai**, Panchayat Union section store at the cost specified below and the same will be recovered from the contractor's bill.

(a) Cement	Rs.4700/- Per MT.
(b) Steel	Rs. 36000/- Per MT.

2. The contractor's rate for the respective items involving cement and steel should include cost and conveyance from departmental stores to worksite and proper handling charges at both ends:

3. The contractor's rate shall be inclusive of all Sales Tax if any, which he has to pay to the Government.

4. Contractor should make his own arrangements to take delivery of the materials at the departmental stores worksite during office hours on all working days. The contractor should make necessary arrangements to protect the departmental materials in his custody from damage. If he fails to make such precautionary measure the cost of damaged materials shall be made good from the contractor.

5. Cement & Steel required for the above work will be supplied in sufficient quantity as and when required in consistent with the progress of works as decided by the Departmental Officers. The contractor shall arrange to store the materials sufficiently in large quantities to ensure continuity of the work. He shall also be responsible for the proper storage preservation of the materials in good condition.

For the quantity of cement and steel cost wasted or used in excess of the prescribed quantities by more than 5% for cement and 21/2% for steel non-returned by the contractor the recovery cost will be double the issue rate plus storage or market rate whichever is higher. The decision of the Collector / Chairman, District Rural Development Agency should be final for constitutes the quantity cement lost wasted or used in excess of the prescribed requirement and shall be binding on the contractor.

Any variation in the cost of materials procured by the contractors will be to their account. The contractor will not be eligible for any extra amount on this account at any time.

Signature of Contractor

6. Empty gunny bag need not be returned to the department. They will become the property of the contractor.

7. All testing charges cost of cubes, labour transport and incidental charges will be to the account of the contractors.

8. The Department will not undertake supply of water if it for plain pre-stressed and RCC Works. It is the responsibilities of the contractor to get from approved source. Water shall confirm the specifications 108-12-212 and 1007.02 of SSRS. The rates quoted shall be inclusive of charges for procuring and transport of water to site whatsoever be the distance.

9. No water lead will be paid for any of the items and the rates should inclusive of all leads of water whatever to be the distance.

10. Department plants such as rollers, Lorries, Tar boilers mixers vibrators etc., If available will be supplied departmentally. If required that the contractor on payment of Hire charges stipulated in the conditions appended with the tender documents. The contractor has to make his own arrangements for all tools and plants required for the work and no foreign exchange would be released by Government for the purchases of plant and machinery for the work.

11. The level furnished on the plan are cases up to the investigation done by the departmentally. If there by any charge on levels water level etc., during actual execution the contractors are bound to accept them and they are not eligible for any extra claim for any change in levels.

12. The materials excavated for foundation should be made good for approaches as for a possible for which no extra rate will be allowed.

13. For the area and column covered by benching rock to excavation charges under soft rock excavation will be paid and the contractors is eligible only for payment above level to which benching has been done.

14. Cement and Steel concreting the undulation no rocky bed have to be leveled by the contractor at his cost and for filling in the pocket and undulation no extra rate will be paid to the contractor.

15. Traffic can be allowed on the proposed diversion road to be formed for which necessary provision is made in this tender. The contractor shall make his own arrangements to for and maintain diversion of approach road for the conveyance of maintain diversion of approach road for the conveyance of materials to the work site at his cost and the department will not make any payment for this them. This should be responsibility of the contractor.

Signature of Contractor

16. The quantity of the water proof compound to be added fixed by the manufactures of the particulars circular paddicut that should be at approved by the Government and the same should be procured by the contractor at this cost. The rate for the items involving water proofing compounds.

17. All testing charges, cost of cubes, labour transport and incidental charges will be deputed to the account of contractors.

18. As soon as contract is accepted the contractor should given Programme of work in the shape of PERT which the processes to adopt for execution. The progress of work should be in conformity with the PERT as specified under condition 22 of the tender notices issued for this work.

EXECUTIVE ENGINEER (RD),
D.R.D.A., Krishnagiri.

Signature of Contractor

CONDITIONS FOR EMPLOYMENT OF TECHNICAL ASSISTANT

The tenderer who are themselves not professionally qualified shall undertake to employ qualified Technical men at their cost to look after the work. The tenderer should state in clear terms whether they are professionally qualified or whether they undertake to employ technical Assistant required by the department a specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technically qualified under him, he shall see that one of the Technically qualified men is always at the site of the work during working hours personally checking all the items of works and paying extra attention to such works as may be demand special attention (i.e.) reinforced concrete work.

Value contract	Minimum qualification at Technical personnel
Rs. 1.00 Lakh to 5.00 Lakh	One Diploma holder in Civil Engineering or Retired Junior Engineer.
Rs. 5.00 Lakh to 10.00 Lakh	One B.E., (Civil) or Equivalent Degree holder or One Retired Sub-Divisional Officer (Assistant Executive Engineer, Or Assistant Divisional Engineer) or One Diploma holder with 3 years Experience.
Rs.10.00 Lakhs to 25.00 Lakhs.	One B.E., (CIVIL) or equivalent Degree holder with three years experience in Civil Engineering works or not less than one Retired Sub-Divisional Officers plus one Diploma Holder in Civil Engineering or Two Diploma Holder in Civil Engineering with three and five years experience respectively.

Rs.25.00 lakhs to Rs.50.00 lakhs. One B.E., (Civil) or equivalent Degree holder with three years experience or not less than one Retired Sub-Divisional Officer (Assistant Executive Engineer, Or Assistant Divisional Engineer) Plus two Diploma Holders in Civil Engineering or two Retired Junior Engineers.

Alternative: One B.E., (Civil) or equivalent degree holder with three years experience or not less than one Retired Sub Divisional Officer (AEE or ADE) plus one more BE (Civil) or equivalent Degree Holder (G.O.Ms.No.1645/PWD/dated 6.10.1981)

Rs. 50.00 Lakh and above Two B.E. Civil (or) equivalent Degree holder with three years experience or not less than Two Retired Sub-Divisional Officer (Assistant Executive Engineer, Or Assistant Divisional Engineer) Plus Four Diploma Holders in Civil Engineering or Four Retired Junior Engineers to super vise the work.

If the tender who is not professionally qualified fails to employ the Technical men as indicated above for the works, penalty should be levied as following during the period of such non employment of Technical men.

Signature of Contractor

A penalty of Rs.5,000/- per month for Diploma holder and Rs.10,000/- per month for degree holder be levied in case of default on the part of the contractor in following the norms mentioned above.

NOTES:

In case, the contractors who is professionally qualified is not in a position to remain always at the site of the work during working hours, personally checking of all items of work and paying extra attention to such works as may demand extra special attention (i.e.) reinforced concrete work etc. He should employ technically qualified men (as prescribed) for the work.

It will not be incumbent on the part of the contractor to employ Technical Assistant/Assistants when the work is kept in abeyance due to valid reasons, and if during such period in the opinion of the Executive Engineer (RD), DRDA the employment of Technical Assistant/Assistants is not required for the due fulfillment of the contract.

G.O.Ms.No. 1645/PWD, dated 6.10.1981)

EXECUTIVE ENGINEER (RD),
D.R.D.A., Krishnagiri.

Signature of Contractor

SPECIAL CONDITION FOR ARBITRATION

In case of any dispute or difference between the parties to the contract either during the progress (or) after the completion of the work or after the termination, abandonment of the contract or any matter arising there under and if the claims exceed monetary value of more than Rs.2.00 Lakhs (Rupees Two Lakhs only) the same shall be filed before a Civil Court having jurisdiction for decision. If the claims monetary value is less than Rs.2.00 lakhs shall be referred for arbitration to a sole arbitrator. The District Collector, Dharmapuri or his successor to his office.

SPECIAL CONDITIONS OF CONTRACT

EARNEST MONEY DEPOSIT:

Each tenderer should pay earnest money deposit in the shape of Demand Draft obtained from any one of the Nationalised Bank in favour of the Collector & Chairman, DRDA, Krishnagiri and it should be enclosed along with the Tender. If the EMD not enclosed the tender so received will be summarily rejected.

EARNEST MONEY DEPOSIT AND RETENTION MONEY:

All Earnest Money Deposits specifically retained with this contract, or so much of it shall not have become forfeited to DRDA, shall be returned to the Contractor at the expiry of 6 month after the completion of work. In respect of retention money of 2 ½ % of total value of contract will be retained for a **period of two year reckoned from the date of completion of the work and will be released after two years on production of an indemnity bond for a further period of three years** to establish the quality of work executed.

AMOUNT DUE FROM THE CONTRACTORS:

3. Amount due from the contractor to the department will be recovered under the Tamil Nadu Revenue Recovery Act (Tamil Nadu Act II of 1964)

(Authority G.O. Ms No.465, Transport Department dated 17.4.1984)

INSURANCE:

Signature of Contractor

1. The contractor should take risk insurance at their cost against losses due to unprecedented floods and other acts of God.

(G.O. Ms No.620, Transport Department dated 22.7.1978)

No compensation (or) any ex-gratia payment will be made by Government in case of any damages sustained by the contractor on accounts of natural calamities (or) acts of God during the progress and until completion of work.

INCOME TAX AND SALES TAX:

1. Income at 2% with SC of the bill amount will be recovered as per Government endorsement No.A.O.58659/PA2.72 dated 24.7.1971. However, if this is changed during the tenure of working period before the completion of the work the recovery will be effected at the revised rates in force then. Sales tax: The rates quoted by the contractor shall be deemed to be inclusive of the sales tax and the materials that he will have to purchase for performance of this contract and also the sales tax on turn over of works contract.

TRANSFER OF WORKS:

2. In the event of the work being transferred to any other District the Collector, who is in charge of the District having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Government.

SPECIAL CONDITION FOR MINI HOT MIX PLANT

Premix carpet with seal coat/ without seal coat 20 mm thick is to be carried out using Mini Hot mix plant only according to M.O.S.T. specifications The contractor should make his own arrangements for Mini Hot Mix Plant and other required tools and plants connected with the work for satisfactory completion of the work and the department will not supply the same.

EXECUTIVE ENGINEER (RD)
D.R.D.A., Krishnagiri.

Signature of Contractor

SCHEDULE 'D'

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

Rules for the provisions of health and sanitary arrangements for workers:

The contractor's special attention is invited to clause 3.3:39 and 51 of the p.s. to TNBPSS, and he is requested to provide at his own expenses the following amenities to the satisfaction of Divisional Engineer.

1. FIRST AID

At the worksite, there shall be maintained at an accessible place first aid appliances and medicines including an adequate supply of sterilised dressing including sterilised cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of responsible person who shall be readily available during working hours.

2. DRINKING WATER:

- a. Water of good quality fit for drinking purpose shall be provided for the workers on the scale of not less than 3 gallons per head per day.
- b. Where drinking water is obtained from an intermittent public water supply each work site shall be provided with storage tank where such drinking water shall be stored.
- c. Every water supply storage shall be at a distance of not less than 50 M from any latrine drain or other sources of pollutions where a water has to be drawn from an existing well, which is within such proximity of any latrine drain or other sources of pollutions. The well shall be properly chlorinated before water is drained from it for drinking. All such wells shall be entirely closed in and provided with a trap door which shall be dust and water proof.
- d. A reliable pump shall be fitted to each inner well. The trap door shall be kept locked and opened duly for inspection and cleaning which shall be done atleast once a month.

WASHING AND BATHING PLACES:

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

3. LATRINES AND URINALS:

Signature of Contractor

They shall provided within the premises of every worksite latrines and urinals in an accessible places and the accommodation separately for each of them shall be on the following scale or on the scale directed by the Divisional Engineer in any particular case.

a.	Where the no. of persons employed does not exceed 50	: 2 seats
b.	Where the no. of persons employed exceed 50 but does not exceed 100	: 3 seats
c.	For every additional hundred	: 3 seats

If women are employed separately latrine and urinals screened from those for man shall be provided on the same scales. Except in worksite provided with water flushed latrines connected with a water borne sewage system. All latrines shall be provided with receptacle on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly. Sanitary condition, the excreta from the latrines shall be disposed off at the contractor expenses in out work 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 clear condition.

4. SHELTERS DURING REST:

At the work site there shall be provided free of cost two suitable sheds one for means and other for rest for the use of workers.

5. CREACHES:

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

i) Thatched roofs ii) Bed rooms and walls iii) plants spread over the mud floor and covered with matting. The use of the huts shall be restricted to children, their attendance and mothers of the children.

6. CANTEENS:

A cooked food canteen on moderate scale shall be provided for the benefit of workers if it is considered expedient.

7. SHEDS FOR WORKERS:

The contractor should provide at his own expenses sheds for housing the workers. The shed shall be on a standard not less than cheap shelter type to live in which the workers in the locality are

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accustomed. A floor area at about 6'x5' for two person shall be provided. The sheds are to be in row with 5' clear space between shed and 50' clear space between roofs of condition permit. The workers shall be laid but in units of 400 persons each unit to are a clear space of 40' on each side. On completion of the work the contractor should dismantle the temporary but months and remove the same at his cost and no labour or huts allowed to continue.

(G.O. Ms No.783/PWD/Dt 20.6.1978)

9. TRAFFIC REGULATIONS:

Clause 10 of the TNDSS of 96 shall apply to the whole work under concrete rollers, water lorries.

Mixers where borrows when not actually in use shall be drawn clear off the road for the safety of the public all precautionary measures shall be taken by way of the lighting with bright lights watching and wearing.

Contractor shall maintain watchman to control and regulate traffic. Notice Boards, shall be placed in suitable portions bearing in large letters printed in conspicuous columns the following words as they may suit.

10. "CAUTION: WORK IN PROGRESS ROAD CLOSED"

Warning Notice shall be placed at points in the neighborhood of the work where other roads join and cross the road and at such points as may be directed to enable motorists, cyclists, or vehicular traffic to avoid the obstructed road by taking alternative routes, extra cost will not be paid for any incidental items.

11. SPECIALS CONDITIONS OF CONTRACT:

11.A The on – site laboratory to conduct test such as sieve analysis of coarse and fine aggregates, impact and abrasion value of metals, 100% and 95% compaction of soil, liquid, limit, plasticity index, optimum moisture content and other related test for complete quality control are required to be owned / arranged by the contractor.

11.B All testing charges that are to conducted on-site or off-site must be borne by the tenderer.

11.C The tenderer should execute indemnity bond in the prescribed format on the performance guarantee of road for a period of five years.

1. GUIDELINES ON QUALITY CONTROL OPERATIONS:

1. Contractor's facilities.

According to the contract, the contractor is responsible for the quality of the entire construction work and for this purpose he is required to have his own independent and adequate set-up to meet his requirement.

Signature of Contractor

- a. The contractor shall set up his own laboratory at location (s) approved by the Engineer. The laboratory with sufficient stand byes suitable to carry out the tests prescribed for different materials and work according to the specifications. The list of equipment to be provided shall be got approved by the Engineer. The equipment should be maintained in a workable condition to the satisfaction of the Engineer.
- b. Sampling and testing procedure shall be in accordance with the relevant standards of BIS (Previously called (ISI) of IRC. Frequency of testing shall be as laid down in the Ministry's specifications for Roads and Bridge work IIIrd Revision). In the absence of relevant Indian Standard, sampling and testing procedures shall be as approved by the Engineer.
- c. The laboratory should be manned by a qualified materials Engineer assisted by materials Inspectors/Technicians, and the set-up should be got approved by the Engineer.
- d. The contractor should prepare printed proforma for recording readings and results of each type of test, after getting the formats of the performance approved from the Engineer. He should keep a daily record of all the tests conducted by him. Two copies of the tests results should be submitted to the Engineer for his examinations and approval of which one copy will be returned to the contractor for being kept at site of work.
- e. The materials Engineer of the contractor should kept close liaison with the quality control unit of the Engineer and kept the latter informed of the sampling and testing Programme so that the Engineer's representative could be present during this activity, if considered necessary.

Executive Engineer (RD),
DRDA, Krishnagiri.

Signature of Contractor