

FORM.14

**FRONT COVER PAGE TO TENDER DOCUMENTS
TAMIL NADU HIGHWAYS DEPARTMENT**

TENDER DOCUMENT

NAME OF WORK :

SERIAL NO. :

NO.OF PAGES :

NO.OF DRAWINGS :

PRICE :

ISSUED BY : DIVISIONAL ENGINEER(H&RW)
DIVISION,

SOLD TO THIRU. / M/S. :

DATED INITIAL OF OFFICER:

SENIORDRAUGHTING OFFICER

Office of the Divisional Engineer
(Highways)

Division

TENDER

ISSUED TO THIRU

**To
The Superintending Engineer/
Divisional Engineer**

Sir,

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 specifications attached with the bid documents with such variations by way of alterations 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 estimate rates or at _____ percent above estimate rates indicated in Schedule-A.

I/We hereby agree 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 derived as laid down in clause 110-04 of P.S. to S.S.R.B.

I/We hereby distinctly and expressly 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 roads and bridges and preliminary specifications to standard specification for roads and bridges, the specifications for roads and bridge works of Ministry of Surface Transport and that I/We have made such examination of the contract documents and of the plans, specifications 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, covenants, 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 of Tamil Nadu based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirement, covenants, agreements, stipulations and restrictions and conditions in executing the work. I/We shall keep the rate of progress of work as stipulated in the tender notice.

I/We, being a registered contractor of the Highways Department enclose the certificate of Income Tax Verification and Sales Tax Clearance Certificate valid for the current year.

I/We, enclose herewith a Chalan No. _____ Dated: _____ for the payment of the sum of Rupees _____ as earnest money remitted at _____ Treasury under revenue deposit. If my/our tender is accepted, the earnest money may be retained by the Department as security deposit for the due fulfillment of the contract by transferring the same to the credit of the Divisional Engineer(Highways) _____ Division. If upon intimation being given to me/us by the _____ Engineer of acceptance of my/our tender, fail to attend the said office on the date fixed therein, or if I/We fail to make the further security / additional security deposit as may be intimated and enter into the required agreement, then I/We agree to the forfeiture of the earnest money not as a penalty but in payment of liquidated damages sustained as a result of such failure.

Address to which intimation/notice is to be 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 complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract 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 present at works site personally checking all items of works and paying extra attention to such works which require special attention (e-g) Reinforced concrete work etc. I/We also agree for the deduction of the sums indicated in the special conditions, if I/We fail to employ the technical assistants.

| Name of the members of Technical Staff proposed to be employed | Qualification |
|---|----------------------|
| | |

SIGNATURE OF THE CONTRACTOR

Station:

Date :

Sold to Thiru

Senior Draughting Officer.

TENDER NOTICE

1. For and on behalf of the Governor of Tamil Nadu, sealed tenders on percentage basis at estimate rates or above estimate rates or below estimate rates will be received by the _____ Engineer (Highways) at his Office upto 3.00 p.m. (Office Clock) on _____ for the work of
2. The tender should be in the prescribed form obtainable from the Divisional Engineer(Highways) _____ Division from _____ to _____ on all working days during the office hours.
3. The tenders will be opened by the _____ Engineer (Highways) at his office at 3.15 p.m. as per the Office Clock, on the same day (i.e) on _____
4. The tenderers or their authorised agents are expected to be present at the time of opening of tenders. The tender receiving officer will be opening each tender and 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 _____ Engineer (Highways) _____. The name of the tenderer 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 the 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 shall sign his own name and the names and addresses of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by duly authorised Officer who shall produce with his tender satisfactory evidence in support of his authorisation. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.
7. The tenderers who have registered in the Highways Department under category Class _____ and above are eligible to tender for this work as already notified in the tender notice.

8.1 Each tenderer must send a certificate of Income Tax Verification from the appropriate Income Tax authority in the form prescribed there for. This certificate shall have validity 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 issued during current year from the appropriate authority.

8.3 In 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 the department and if certificate for the current year had already been produced 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. However a Xerox copy of the certificates shall be furnished.

8.5 All tenders received without certificate of Income Tax Clearance and Sales Tax Clearance are liable to be rejected.

9.1 Each tenderer must pay as Earnest Money Deposit a sum of Rs. _____

_____.

In any form of a security such as (1) National Savings Certificate pledged in favour of Divisional Engineer(Highways) _____ Division and not in favour of Governor etc., (2) Demand Draft from Nationalised scheduled Bank in favour of the Divisional Engineer(Highways) _____ Division (3) Indra Vikas Patras which have not matured for payment along with a covering letter giving numbers of those patras and also noting the name of tenderer in the back side of patras and enclosed with his tender (4) Kisan Vikas Patras duly pledged in favour of the Divisional Engineer (Highways) _____ Division subject to the condition that the short term securities obtained shall be kept valid for reasonable tenure till decision of tender is finalised. If the National Savings Scrips, Postal Scrips, Post Office Savings not pledged in favour of Divisional Engineer(Highways) _____ Division are enclosed with pledge forms signed by the contractor without actually pledging, the tender will be summarily rejected. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application after the decision on the tender is taken or at the expiration of 120 days from the date of tender whichever is earlier. This refund will be authorised by the Divisional Engineer (Highways) _____ Division. The Earnest Money Deposit will not be received in cash or currency notes or cheques or bank guarantee or Prize Bonds or IPOS or Bank Drafts from non-scheduled bank. The successful tenderer should replace the E.M.D. (furnished in modes other than bank guarantee wherever provided for) in the

form of small savings scrip/ deposits accounts etc. duly pledged in favour of the Divisional Engineer. The tenders who furnish Earnest Money Deposit in the shape of Indra Vikas Patras should note their name in the backside of the Indra Vikas Patras and also they should enclose a letter along with their tender noting the Registration Number of the Indra Vikas Patras enclosed with the tender.

(For works with a value upto Rs.50 Lakhs):

9.2 The E.M.D. will not be accepted in the shape of bank guarantee. Tender with EMD in the shape of bank guarantee shall be rejected.

(For works with a value of above Rs.50 Lakhs:

9.2.1 The Earnest Money Deposit in the shape of bank guarantee issued by approved and scheduled banks will be accepted.)

9.3 Tenders not accompanied with the notified Earnest Money Deposit in the acceptable form shall be rejected.

9.4 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.

10.1 The successful tenderer will be notified by a letter sent by registered post to the address shown on his tender that his tender has been accepted. The tenderer shall attend the Office of the Superintending Engineer/Divisional Engineer on the date fixed by written information to him. He shall, forthwith upon intimation being given to him by the Superintending Engineer/Divisional Engineer 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 Rs. _____

or such other sums as will be intimated to him shall be furnished in the shape of small savings scrips.

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 intimation being given to the successful Tenderer by the Superintending Engineer(Highways) _____ Circle/Divisional Engineer (Highways) _____ Division of acceptance of his tender, the tenderer fails to make the further security deposit and or additional security deposit and to enter into the referred agreement, it will be considered as just cause for the annulment of the award of contract and the said earnest money referred in clause 9.1 of the tender 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 Government 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 authorised to enter into contracts on behalf of the Government of Tamil Nadu.

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 execution of work for the Tamil Nadu Highways Department.

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

13. The tenderer shall examine closely the SSRB, MOST and TNBP and also the Standard Preliminary Specifications to SSRB contained therein before submitting his tender which shall be for finished work in situ. 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 into by the accepted Tenderer. It shall not be necessary to append these Standard Specifications and codes with the bid documents and they shall be deemed to be inseparable part of bid document and agreement to be entered into.

14. The tenderer's attention is directed to the requirements of materials under the clause "Materials and the Workmanship" in the Preliminary Specifications, Materials conforming to the British Standard Specification, or Bureau of Indian Standard and Indian Road Congress shall be used in the work and the Tenderer shall quote his tender percentage accordingly.

15.1 Every tenderer is expected before quoting his tender percentage to inspect the site of the proposed work. He should also inspect the quarries and other sources of materials and satisfy himself about the name of quarries, Kilns etc., where from certain materials are to be obtained as given in the descriptive specification sheet.

15.2 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 Specifications. Samples of materials as called for in the Standard Specifications or in the tender notice or as required by the Divisional Engineer(H) in any case shall be submitted for the Divisional Engineer's approval before the supply to the site of work is begun.

16. The Government will not however, after acceptance of the tender, pay and extra 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.,

17.1 The Tenderer's particular attention is drawn to the sections and clauses in the Standard Preliminary Specifications 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.

17.2 The Tenderer should closely peruse all the specification clauses which govern the rates for which he is tendering.

18. A schedule of quantities with estimate rates accompanies the tender document. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of quantities in the schedule and that this schedule of quantity is liable to alterations, omissions, deductions, additions at the discretion of the Divisional Engineer(Highways) _____ Division or as set forth tender percentage, with reference to the departmental estimate rates indicated in Schedule-A.

19. The tenderers shall quote in the tenders the over all percentage with reference to the estimate value at which he will undertake to do the whole work subject to the conditions of contract. The tender percentage shall be written legibly and free from erasures.

Over writings or conversions of figures, or corrections, where unavoidable should be made by crossing out, initialing dating and rewriting.

20. Tenders not submitted in proper form or within the due time will be rejected. Lumpsum 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 of contract, the drawing, specifications or quantities accompanying the same will be recognised and if any such alterations are made, the tender will become invalid.

21. The attention of the tenderers is drawn to the contract requirements 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 shall be as indicated below. 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 _____ days.

PROGRAMME FOR COMPLETION OF WORK:

| Sl. No. | Period (Cumulative from the date of handing over the site) | Milestone fixed for completion. |
|---------|--|---------------------------------|
| | | |

22. No part of the contract shall be sublet without written permission of the Divisional Engineer(Highways) nor shall transfer be made.

23. If any further information is required the Divisional Engineer(Highways) _____ Division will furnish such information but it must be clearly understood that tenders must be fully in order and according to instructions.

24. The _____ Engineer (Highways and Rural Works Department) or other competent authority reserve the right to reject any tender or all the tenders without assigning any reasons therefor.

32.1 The traffic will be allowed in the diversion road during execution and for which necessary provisions have been included in this tender.

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

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

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

34. THE TENDERER SHOULD QUOTE THEIR TENDER PERCENTAGE BOTH IN WORDS AND FIGURES CLEARLY IN THE TENDER FORM ONLY.

SCHEDULE 'A'

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

1. The quantities herein given are there upon which the estimate 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 indicated will be modified after applying the tender percentage either above or below estimate rates and shall govern payment for extras or deductions for omissions according to the conditions of the contract, as set forth in the preliminary specifications of the standard specifications for roads and bridges with the M.O.S.T. specifications and other condition of specifications of this contract.

2. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawing, or as may be ordered from time to time by the Divisional Engineer and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent work connected herewith. The rates quoted are for works in situ and complete in every respect.

3. The description given in Schedule-A are to indicate the item of work only and need not be construed as full specification. The quoted rate shall be for carrying out the item as per standards and specifications described in the relevant MOST specification. The contractor shall take no advantage of any apparent error or omission in the Schedule-A description.

SPECIAL CONDITIONS OF CONTRACT:

The special conditions described hereunder shall have the meaning and intent out lined in clause 107-05 of P.S. to S.S.R.B. The contractor's quoted rate shall be inclusive of all the elements and costs required to comply with them. The special conditions comprise of two parts viz I) Technical specification and II) Commercial conditions.

I. TECHNICAL SPECIFICATION:

General

The entire works, as described in Scope of Work ("General Conditions of Contracts") shall be done in accordance with the Technical specifications. These technical specifications shall comprise the following.

Part I - General Specifications

Part-I Shall comprise the "Specification for Road and Bridge Works' Third Revision - 1997 and the corrigendum published at New Delhi by Indian Roads Congress on behalf of Government of India, Ministry of Surface Transport (Road Wing), and shall be deemed to be bound into this document and becomes part and parcel of the agreement.

Part II - Supplementary Specifications

Part-II Shall comprise various substitute. Modified and Additional Clauses to the "Specification for Road and Bridge Works" referred to in Part I (to cover specific aspects of the particular works not covered by the same) and accordingly, the said specification so amended shall form part of the contract.

A substitute clause as indicated by the suffix 'S' is an amendment of a clause in Part-I - General Specification and supersedes the whole of that clause. Then any reference to the superseded clause shall be deemed to refer to the substitute clause.

A modified clause as indicated by the Suffix 'M' shall be read as a partial amendment to the cited clause in Part-I - General Specifications. Any provision in the said modified clause conflicting with those of Part-I - General Specification shall be deemed to supersede the relevant portion of Part-I - General Specification. Any other non-conflicting provisions shall apply and NOT deemed as substitute.

An additional clause, as indicated by the suffix 'A' shall bear additional clause numbers not cited in Part-I - General Specification and shall include provisions supplementing those of Part-I - General Specification.

In so far as any substitute, modified and additional clause may conflict or be inconsistent with any of the provisions of Part-I - General Specification under reference, the substitute, modified and additional clause shall always prevail.

Words like 'Contract', 'Contractor', 'Drawing', 'Works', 'Site', 'Provisional Sum' used in the above mentioned specification shall be deemed to have the same meaning as understood from the definition of these terms in and as included in the General Conditions of Contract.

In the absence of any definite provisions on any particular issue in the aforesaid specification, reference may be made to the latest IRC Codes of practice, I.S. Specifications and SSRB, in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer-in-charge shall be final and binding on the contractor. These shall be deemed to be bound to this document and becomes part and parcel of the agreement.

Supplementary Specifications for Structures

The following list shows the clauses of Part-I which are either substituted or modified or added:

| | |
|---------------------|---|
| Substituted clauses | 112.1, 112.2, 112.3, 1006, 1009.3, 2901 to 2905, 2908 to 2911. |
| Modified clauses | 112.4, 112.5, 112.6, 1009.3, 1010, 1209, 1716.2.5(a), 2005.1, 2005.2, 2602(c). |
| Added clauses | 103, 109.8, 120.7, 304.3.7, 305.2.2.2, 305.3, 1012.1, 1507, 1710, 1712, 1714, 1716, 1802.1, 1802.2, 1807, 1809.5, 2005.1, 2501.2.3, 2600. |
| New clauses | 1816, 2211, 2912. |

II. COMMERCIAL CONDITIONS:

- 1.1 Steel and Cement will not be supplied by the department. The contractors have to procure the same and use it on the work.
- 1.2 Steel conforming to standards and specifications shall be procured.
- 1.3 The Cement should be procured in lot from the authorised Dealers and should not be purchased locally in piecemeal.
- 1.4 The contractors have to produce the Test Certificate confirming to I.S. and other accepted Codes and standards in support of the quality of materials procured. If the materials are found to be substandard or not confirming to the prescribed test standards, the same will be rejected without any claim for damages whatever.
- 1.5 The quoted rate shall be inclusive of cost of steel and cement conveyance, handling and storage charges and other requisites as contained in clause 103-04 of P.S. to S.S.R.B.
- 2.1 The bitumen and bitumen emulsion required for use in the work will not be supplied by the department.
- 2.2 The contractor has to procure the bitumen of appropriate grade and emulsion as per specification required for the items of work as per Standard Specification and use it on the work.
- 2.3 The quoted rate shall be inclusive of cost of bitumen, bitumen emulsion conveyance and handling and storage charges and other requisites as contained in Clause 103-04 of PS to SSRB.
- 2.4 All the requisite tests to ensure quality of bitumen have to be carried out before acceptance and certified.
3. All the provisions contained in Cl.107 of P.S. to S.S.R.B. in regard to quality of materials and control of work shall be applicable and enforced.
- 4.1 The contractor shall be responsible to make good and remedy at his own cost any defect which may develop or may be noticed and intimation of which has been sent to the contractor by a letter sent by hand delivery or by registered post before the expiry of a period of 36 (thirty six) months (hereinafter referred to as defects liability period) from the completion of whole of the work, for major works like formation of road including metalling and black topping.

- 4.2 In case of works like resurfacing of the existing roads and black topping, the defect liability period shall be 6 (six) months.
- 4.3 In the event of the contractor failing to rectify the defect or damages within the period specified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work and/or remove and replace with other materials or articles complained of, as the case may be, by or other means at the risk and expense of the contractor.
- 4.4.1 At the time of making final payment for major works like formation of road including metalling and black topping 2 ½ % of the total value of work done shall be retained by the department. This amount will be refunded to the contractor on the expiry of one year reckoned from the date of completion of work provided that the contractor execute an indemnity bond for a further period of two years indemnifying the Government against any loss or expenditure incurred to rectify any defect noticed due to faulty workmanship by the contractor or substandard materials used by the contractor.
- 4.4.2 In case of works like resurfacing of the existing roads and black topping, the amount will be refunded to the contractor on the expiry of six months from the date of completion of work.
- 4.5 Making final payment shall not discharge or release the contractor from his responsibilities and liabilities under the contract.
5. In case, when the departmental tools and plants are hired to the contractors in places of work where the standard schedule of rates of Public Works Department allow extra special tract percentage, the hire charges will be enhanced by the corresponding extra percentage and recovered from the contractor.
6. Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the joint name of the Government and the contractor against all loss or damage from whatever cause (other than the excepted risks) for which he is responsible under the terms of contract and in such a manner that the Government and the contractor are covered during the period of construction of the works and defects liability period for
 - i) the works and temporary works to the full value of such works executed from time to time,
 - ii) the materials, constructional plant and other things brought to site by the contractor to the full value of such materials, constructional plants and other things.

7. Any amount due from the contractor which he has failed to remit after the notice from the Engineer shall be caused to be recovered under Tamil Nadu Revenue Recovery Act as if it was an arrear of land revenue.
8. The tenderer who are themselves not professionally qualified shall undertake to employ qualified Technical men at their cost to look after the work according to the scale indicated below. In case, the tenderer is professionally qualified, he must employ technical men to meet the norms besides himself. The tenderers should state in clear terms whether they are professionally qualified or whether they under take to employ Technical Assistants 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 personnel under him, he shall see that one of the Technically qualified men is always present at the site of the work while the work is in progress personally checking all the items of works and paying extra attention to such works as may demand special attention (ie) bituminous courses R.C.C. etc.

| | |
|--|--|
| Above Rs.5.00 Lakhs Upto Rs.10.00 Lakhs | One B.E. Civil (or) equivalent Degree holder with three years experience in Civil Engineering (or) not less than One Retired Sub-Divisional Officer/Assistant Executive Engineer (or) Assistant Divisional Engineer. |
| Above Rs.10.00 Lakhs Upto Rs.25.00 Lakhs | One B.E. Civil Engineering with three years experience (or) One Retired Sub-Divisional Officer plus One Diploma Holder in Civil Engineering or two diploma holders in Civil Engineering with three and five years experience respectively. |
| Above Rs.25.00 Lakhs Upto 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 plus two diploma holders in Civil Engineering or two retired Junior Engineer. (ALTERNATIVE) One B.E. Civil (or) equivalent Degree holder with three years experience or not less than One Retired Sub-Divisional Officer and one more B.E. (Civil) or equivalent degree holder |

If the tenderer fails to employ the Technical men as indicated above for the works, penalty shall be levied during the period of such non-employment of technical men.

A penalty of Rs.5000/- 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 contractor who is professionally qualified is not in a position to remain always at the site of the work for checking of all items of work and paying extra attention to such works as may demand extra special attention (i.e.) bituminous courses, 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 Divisional Engineer(H&RW) the employment of Technical Assistant / Assistant is not required for the due fulfillment of the contract.

9. Income Tax at 2% of the bill amount will be recovered from all interim bills and final bill of the contractor or at such rates which the Government may by notification fix from time to time.
11. Sales Tax at 2% of the bill amount will be recovered from all interim bills and final bill of the contractor or at such rates which the Government may by notification fix from time to time.
12. 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 determination / abandonment of the contract or any matter arising there under and if the claims value exceeds Rs.2.00 Lakhs (Rupees Two Lakhs only) the same shall be settled by filing a civil suit before a Civil Court having jurisdiction for decision. If the claims monetary value is less than Rs.2.00 Lakhs (Rupees Two Lakhs only) the dispute shall be referred for arbitration to a sole Arbitrator. The Superintending Engineer(H&RW) _____ Circle or his successor in his office shall be the Arbitrator for this purpose. The arbitration proceedings will be governed by Arbitration and Conciliation Act 1996.
13. In the event of the work being transferred to any other Division or Circle. The Divisional Engineer or Superintending Engineer who will be incharge of the Division/ Circle having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Government.

PRICE VARIATION CLAUSE FOR WORKS WITH A TIME LIMIT OF MORE THAN 18 MONTHS

PRICE ADJUSTMENT:

1. The contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuel and lubricants in accordance with the following principles and procedures and as per formula given below.
 - a) The operative date herein after referred to means the date of commencement of work, if not otherwise mentioned in the contract. The operative period hereinafter referred to means the time for completion of work mentioned in Cl. _____ of the contract. For the purpose of calculating adjustment in the tender price by way of payments/refunds arising out of variation in the cost of materials, P.O.L and labour wages, the operative period shall end on the last date of completion period as per Cl. _____ of the contract or with the last date of the valid period of time extension granted, only to cover the increase in the original scope of the work resulting in increase in the quantum of work near and above the approved designs and as per terms of contract and time extension granted. In case work is suspended, the period of extension granted shall be considered in continuation of the original operative period as mentioned above. The operative period will also include the extension of time granted on valid grounds for reasons not attributable to the contractor. For extension of time granted for any other reason, whatsoever, no adjustment in the contract prices shall be made on account of variation in the prices of materials, P.O.L and labour wages.
 - b) In case of reduction in the original scope of the work envisaged under the contract, the operative period shall be proportionately reduced by the Employer.

- c) The payment for variation in prices shall not apply to the work carried out by the contractor beyond the stipulated time for reasons attributable to the contractor, even if time extension is allowed.
- d) In all cases, the decision of the Employer with regard to the operative period shall be final and binding on the contractor.
- e) To the extent that full compensation for any rise or fall in the costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such otherwise or fall in costs.

2. MATERIALS: (OTHER THAN CEMENT, STEEL & BITUMEN)

If after the operative date and during the operative period there be any variation in the wholesale price index for all commodities - by groups and sub-groups (source: office of the Economic Adviser to the Government of India published in the Reserve Bank of India Bulletin) the price adjustment on all materials (other than Cement, Steel and bitumen) shall be calculated in the following manner.

$$V_1 = 0.85 \times P_o \times K_1 \times \frac{1_{w2} - 1_{w1}}{1_{w1}}$$

Where,

- V_1 = the amount of Price adjustment in Rupees
- P_o = the value of work in Rupees executed during the period under consideration.
- K_1 = a factor representing the materials (other than Cement, Steel and bitumen) to be arranged and supplied for all works connected with the completion of the work under this contract including all allied/ancillary/temporary works and overheads etc. For this contract K_1 shall be taken as 0.35.

1_{w1} = Wholesale price index for all commodities on the operative date.

1_{w2} = Wholesale price index for all commodities during the period under consideration.

3. **ADJUSTMENT IN THE COST OF CEMENT:**

If after the operative date and during the operative period, there be any variation in the cost of cement procured by the contractor, the price adjustment shall be calculated in the following manner.

$$V_2 = 0.85 \times P_o \times K_2 \times \frac{C_{w2} - C_{w1}}{C_{w1}}$$

Where,

V_2 = the amount of Price adjustment in Rupees

P_o = the value of work in Rupees executed during the period under consideration.

K_2 = a factor representing the percentage of cement component for the work.

C_{w1} = Price of cement fixed by Tancem for open market sale on the operative date.

C_{w2} = Price of cement fixed by Tancem for open market sale during the period under consideration.

4. **ADJUSTMENT IN THE COST OF STEEL:**

If after the operative date and during the operative period, there be any variation in the cost of steel procured by the contractor, the price adjustment shall be calculated in the following manner.

$$V_3 = 0.85 \times P_o \times K_3 \times \frac{S_{w2} - S_{w1}}{S_{w1}}$$

Where,

- V_3 = the amount of Price adjustment in Rupees
- P_o = the value of work in Rupees executed during the period under consideration.
- K_2 = a factor representing the percentage of steel component for the work.
- S_{w1} = Price of steel at the nearest depot of SAIL on the operative date.
- S_{w2} = Price of steel at the nearest depot of SAIL during the period under consideration.

5. **ADJUSTMENT IN THE COST OF BITUMEN:**

If after the operative date and during the operative period, there be any variation in the cost of bitumen procured by the contractor, the price adjustment shall be calculated in the following manner.

$$V_4 = 0.85 \times P_o \times K_4 \times \frac{B_{w2} - B_{w1}}{B_{w1}}$$

Where,

- V_4 = the amount of Price adjustment in Rupees
- P_o = the value of work in rupees executed during the period under consideration.
- K_4 = a factor representing the percentage of bitumen component for the work.
- B_{w1} = The retail price of bitumen at the IOC depot at the nearest centre on the operative date.
- B_{w2} = The retail price of bitumen at the IOC depot at the nearest centre during the period under consideration.

6. P.O.L.

For working out price adjustment on fuel and lubricants (petrol, diesel oil and lubricants) the representative item for reference shall be diesel oil only. If after the operative date and during the operative period there be any variation in the price of diesel oil, such variation being duly notified by the nearest consumer pump of IOC, the price adjustment for fuel and lubricants shall be calculated in the following manner:-

$$V_5 = P_0 \times 0.85 \times K_5 \times \frac{D_2 - D_1}{D_1}$$

Where

- V_5 = the amount of price adjustment in Rupees
 K_5 = a factor representing the component of fuel and lubricants for the entire completion of the work. For this contract K_5 shall be taken as 0.05.
 D_1 = Price per litre of diesel oil on the operative date.
 D_2 = Price per litre of diesel oil during the period under consideration.

7. LABOUR:

If after the operative date and during the operative period there be any variation in the consumer price index for Industrial workers at (the town nearest to the site of the work), the source for such indices being Labour Bureau, Government of India and published in the Reserve Bank of India Bulletin, the price adjustment on component representing labour cost including all types of benefits and amenities, etc. shall be calculated in the following manner :-

$$V_6 = P_0 \times 0.85 \times K_6 \times \frac{L_{c2} - L_{c1}}{L_{c1}}$$

Where

V_6 = the amount of price adjustment in Rupees

K_6 = a factor representing all labour cost including benefits, amenities etc. to be incurred by the contractor for the completion of this work including all allied/ancillary/temporary works and over heads etc. For this contract K_6 shall be taken as 0.3.

L_{c1} = Consumer price index for Industrial workers on the operative date.

L_{c2} = Consumer price index for Industrial workers during the period under consideration.

8. The price variation under this clause shall not be payable for the extra items required to be executed during the completion of work, since the rates payable for the extra items are to be fixed as mutually agreed between the employer and contractor subject to yearly variation till completion of such items.
9. This clause is operative both ways, i.e., if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the employer shall be entitled to recover the same from the contractor and the amount shall be deductible from any amount due and payable under the contract.

10. The contractor shall for the purpose of these conditions keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of employer and further shall at the request of the Engineer may require any document so kept and such other information as the Engineer may require.

(NOTE: The percentage component of cement, steel and bitumen has to be worked out individually with reference to the sanctioned estimate and the factors K_2 , K_3 & K_4 indicated in the clause).

SCHEDULE-B

1. List of Drawings.

SCHEDULE – C

1. Descriptive Specification Report.
2. Descriptive Source of materials and lead Statement.
3. Special conditions of contract.

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 108-11 of the P.S. to S.S.R.B. 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 adequate supply of sterilised dressing and 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 purposes 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 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 50m from any latrine drain or other sources of pollutions where 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 drawn from it for drinking. All such wells shall be entirely closed 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.

3. 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 washings should not be allowed nearby any drinking water well.

4. LATRINES AND URINALS:

There shall be provided within the premises of every worksite, latrines and urinals in 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 : 2 seats
Exceed 50.
- B. Where the No. of persons employed exceed : 3 seats
50 but does not exceed 100.
- 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 atleast four times daily and atleast twice during working hours and kept in a strictly Sanitary condition, the excreta from the latrines shall be disposed off at the contractor's 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 clean condition.

5. SHELTERS DURING REST:

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

6. CRECHES:

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

i) Thatched roofs (ii) Mud floors and walls (iii) planks spread over the mud floor and covered with matting. The use of the huts shall be restricted to children their attendants and mothers of the children.

7. CANTEENS:

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

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

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