



CORPORATION OF CHENNAI

**CONTRACT
TENDER, AGREEMENT SPECIFICATION
AND SCHEDULES**

NAME OF WORK :- Construction and Erection of Corporation of Chennai Pavilion including Supplying of new Models, Repairing existing Models, Rental ,Electrical consumption charges etc., during 37th India Tourist and Industrial Fair 2011 at Island Ground(Removing the hired items only after completion of Fair) in Dn-28. Zone-II

DIVISION : Dn-28

ZONE : II

DEPARTMENT : Buildings Department

Price Rs.6750 /- (Rs. Six thousands seven hundred and fifty only including tax) or Tender can also be downloaded from website at free of cost

CONTENTS	Page No.
1. TENDER NOTICE	1 to 6
2. LETTER OF TENDER	7 &8
4. ARTICLES OF AGREEMENT	9 to 12
5.INDEMNITY BOND	13
6.DECLARATION	14
7.PRELIMINARY SPECIFICATION	15 to 34
8.SPECIAL CONDITION	35 to 38
9.SCHEDULE -A	39
10.SCHEDULE -B	40
11. SCHEDULE -C	41
12. Rates Quoted	42
<p>Note: Recording Drawings for preparation of new working models the tenderer may contact SE Buildings.</p>	

CORPORATION OF CHENNAI

DEPARTMENT/ZONE

1.TENNDER NOTICE

1-1 RECEIVING AND OPENING OF TENDERS

1-1-1 Tenders will be received at the Tender Sale Counter, Ripon Buildings, Corporation of Chennai up to 3.00 p.m. on...17.09.2010.....for the work of **Construction and Erection of Corporation of Chennai Pavilion including Supplying of new Models, Repairing existing Models, Rental ,Electrical consumption charges etc., during 37th India Tourist and Industrial Fair 2011 at Island Ground(Removing the hired items only after completion of Fair) in Dn-28. Zone-II.**

The tender should be in the prescribed form obtainable from the Tender Sale Counter, Ripon Buildings on all working days from 11.00 a.m. to 3.00 p.m. Tender Documents can also be obtained by Registered Post or Courier by sending a requisition letter enclosing a Demand Draft for the value of the Tender Document plus Rs.155/- if required by Registered Post and Rs.50/- if required by Courier at the risk and responsibility of the prospective tenderer, as per rule 16.4 of the Tamil Nadu Transparency in Tender Rules.

The tenders will be opened by the, ...S.E / ...Buildings .Department/
.....at his office at 3.00p.m.on.....17.09.2010.....

1-1-2 The tenderers or their authorized agents are expected to be present at the time of opening tenders. The tender receiving Officer will on opening each tender prepare a statement of attested and unattested corrections therein and hand it over to the tenderer Concerned and initial all such Corrections in the presence of the tenderer. If any of the tenderers or their agent find it inconvenient to be present at the time, then in such a case, the tender receiving Officer corrections and communicate it to him. The absentee tenderer shall then accept the statement of corrections without any question whatsoever.

1.2 SUBMISSION OF TENDERS

1-2-1 **Tenderer should be submit a prototype model prepared to proper scale along with the tender. The tenders submitted without prototype model will be rejected.**

1-2-2 The tenders can also be sent by Post or courier and the Tender Inviting Authority shall not be responsible for any delay in transit in such case as per rule 18-3 of the Tamil Nadu Transparency in Tender Rules.

All the Tenders, irrespective of zone works or Department works will be received ONLY at Tender Sale Counter at Ripon Buildings, and to be placed in the Tender Boxes designated for the Department / Zone.

1-2-3 If the tender is made by an individual, it shall be signed with his full name and his name and address shall be given in block capitals. If it is made by a firm it shall be signed with the Co-partnership name by a member of the firm who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a Corporation it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering Corporation may be required before the contract is executed to furnish evidence of this corporate existence.

1-3 FURNISHING OF CERTIFICATE WITH TENDER

1-3-1 Each tenderer must also send a certificate of income tax clearance and Sales Tax Clearance from the appropriate tax authorities in the form prescribed there for.

In the case of proprietary or partnership firm it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be. If the tenderer is a registered Corporation Contractor and if a certificate for the current year had already been produced by him during the calendar year in which tender is made, it will be sufficient if particulars regarding the previous the previous occasion on which the said certificate was produced are given.

All tenders received without a certificate as aforementioned are liable to be rejected.

1-4 EARNEST MONEY DEPOSIT

Each tenderers must pay, as earnest Money a sum of **Rs.12,500** /- (Rs. Twelve thousand and five hundred only) by Bank draft from Nationalized Bank towards the Payment of EMD only assigned in favor of the Commissioner, Corporation of Chennai or in cash in to the Corporation Treasury to the credit of deposits and enclose with his tender the Chelan or Bank Draft. This earnest money will be refunded to the unsuccessful tenderer on application after intimation is sent of the rejection of the tender or at the expiration of three months from the date of tender whichever is earlier. The refund will be authorized by the Department/zone , by suitable endorsement on the Chelan. The earnest money will not be received in cash or currency notes or cheques or in the shape of National Savings Certificates or Government Bonds Tenders not accompanied by the treasury Chelan or Bank Draft are liable for rejection.

The earnest money of the successful tenderer will be returned to him only after he has deposited the Security Deposit.

1-5 SECURITY DEPOSIT

1-5-1 The Security Deposit will be 2% of the contract amount in the form of National Savings Certificate/ Small savings scrip's /deposits/Accounts pledged in favour of Commissioner, Corporation of Chennai. However it is open to the Commissioner to insist on higher deposit as per rules in force.

1-5-2 When a tender is to be accepted the tenderer whose tender is under consideration shall attend the S.E.'s/ E.E.'s office on the date fixed by written intimation to him. He shall forthwith upon intimation being given to him by the Engineer of acceptance of his tender, deposit with the Corporation of Chennai the security deposit and sign an agreement in the proper departmental form for the due fulfillment of the contract. The security deposit will not bear interest.

1-5-3 On receipt of written communication of acceptance of tender if the tenderer fails to pay the requisite security deposit within the period specified in the written communication or backs out from the tenderer or withdraws his tender, the earnest money deposit shall be forfeited to the Corporation of Chennai.

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

1-5-4 CONTRACT EMERGES ON RECEIPT OF LETTER OF ACCEPTANCE OF THE TENDERER:

It shall be expressly understood by the tenderer, that on receipt of written communication of acceptance of tender from the accepting authority, there emerges a valid contract between the Commissioner, corporation of Chennai and the tenderer, for execution of the work without any separate written agreement. Hence for this purpose, the tender document, i.e. tender offered by the contractor, General conditions to the contract, special conditions of the contract, negotiation, correspondences, written communications of acceptance of tender etc.: shall constitute a valid contract and that will be the foundation of the rights of both the parties of the contract.

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

The form of agreement will have to be stamped at the stamp office at the cost of the tenderer.

1-6 TENDERER TO EXAMINE SSRB/TNBP

The tenderer shall examine closely" SSRB/TNBP, General conditions to the contract" and also the Standard, preliminary Specifications Contained therein, and sign the SE's / EE's Office copy of the SSRB/TNBP and its addenda volume in token of such study before submitting his tender unit rates, which shall be for finished work in Situ. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered in to by the accepted tenderer. The SSRB/TNBP and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc., can be seen at any time between 10-00 a.m. & 5-45 p.m. on office days, in the office of the SE / EE Corporation of Chennai.

1-7 The Tenderer's attention is directed to the requirements for materials under the clause "Materials . and Workmanship. in the "preliminary

1-8 TENDERER TO INSPECT THE SITE BEFORE QUOTING THE RATES

Every tenderer is expected, before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The best class of materials to be obtained from the quarries or other source shall be used on the work. In every case the materials must comply with the relevant specifications. Samples of materials as called for in the standard. specifications Of in this tender notice or as required by the SE DEPT / EE (zone) in any case shall be submitted for the SE DEPT / EE (zone) approval before the supply to site of work is begun.

The Commissioner, Corporation of Chennai, will not however, after acceptance of contract pay any extra charges for lead or for any other reason, 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 preliminary specifications herein regarding payments of seignior age, tolls, etc.

1-9 TENDERER TO Follow PRELIMINARY SPECIFICATION

The tenderer's particular attention is drawn to the sections and clause in the "Preliminary Specification herein" dealing with:

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

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

1-10 A schedule of quantities accompanies this tender notice. The Tender will, however, base his lumpsum tender on this schedule of quantities. He should quote specific rate, for each item in the schedule and the rates should be in Rupees, and paise. The rates should be written both in words and figures and the units in words. The tenderer should also show the totals of each item and the grand total of the whole contract, and quote in the tender a lump sum for which he will undertake to do the whole work subject to the conditions of contract such lump sum agreeing with the total amount of Schedule A. This Schedule accompanying the lump sum tender shall be written legibly and free from erasures over writings of conversions of figures, corrections, where unavoidable should be made by crossing out, initialing dating and rewriting. No questions or tenders will be considered unless the rates are furnished both in figures and in words. If there is any corrections in the rate, it should be attested by the contractor and also by the officer concerned at the time of opening the quotation or tenders.

In case of any discrepancy between prices quoted in words and figures, lower of the two shall be considered.

1-11 Tenders not submitted in proper form and mockup model (or) in due time will be rejected. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected. Rates of lumpsum amounts for items not called for shall not be included in the tender. No alterations which is made by the tenderer in the contract form, the conditions of contract, the drawings, specifications, or quantities accompanying the same will be recognized, and if any such alteration are made the tender will be void. Any remarks should be set out separately in a covering letter.

1-12 A set of schedule of rates for various works accompanies this tender notice in schedule 'A' it shall be definitely understood that the Commissioner, Corporation of Chennai, does not accept any responsibility of the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions, or deductions or additions at the discretion of the Executive Engineer, Corporation of Chennai, or as set forth in the conditions of contract. The tenderer shall carefully scrutinize these rates and tender one single percentage less or higher on the whole of the schedule of rates contained in Schedule A. The percentage tendered should be written both in words and figures and also written legibly and free from erasures, over writings or conversions of figures. Corrections, where unavoidable, should be made by crossing out initiating, dating and rewriting.. Tenders not submitted in proper form or in due time will be rejected.

1-13 The work should be Commenced on the same day of handing over of site on the contractor, he shall begin the work duly notifying the Superintending the date of such commencement. The contract time shall start on the date on which the contractor shall start construction operations.

1-14 The contractors should commenced on the same day of handling over of the site from the date on which notice that the site is there by handed over to him is served on the contractor and should complete the work within the time limite specified therein.

1.15 The prices at which and the source from which certain particular materials shall be obtained by the contractor are given under schedule A - part 11'. 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 for these materials, the charge to the contractor wi!1 remain as originally entered in the contract. No cartage or incidental charges will be borne by Corporation in connection with this supply.

1.16 1-16 RATE OF PROGRESS

The Attention of the tenderers. is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Exe. Engineer certificate of the value of work done, will be required. Date of commencement of these programme will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement (1)	Percentage of work completed (based on contract Lump sum amount) (2)
	The work should be completed in all respects within the period of30 days

....

Note : The period to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the Executive Engineer to suit each case.

1-17 No part of the contract shall be sublet without written permission of the SE/...Buildings.....EE (zone nor shall transfer be made by power of attorney authorising others to receive payment on contractor's behalf.

1-18 If further necessary information is required the SE...../ EE (zone.....) will furnish such, but it must be clearly understood that the tenders must be received in order, and according to instructions.

1-19 POWERS FOR REJECTION OF TENDER

The Tender Accepting Authority reserves the right to reject any tender or all renders in exercise of the power conferred by section 12(1) and (2) of TNIT Act subject to the provisions of sub section (1) and (2) of section 12 of TNIT Act 1998.

1-21 TENDERER TO FURNISH FOR EXPERIENCE & CAPACITY

Tenderers shall furnish evidence of their good record and capacity to do the work.

1-22 (A) ELIGIBILITY FOR SUBMISSION OF TENDERS:

Tenderers who have experience in this field can submit the tender along with Mockup Model

1-23 PENALTY FOR INSUFFICIENT KNOWLEDGE OF CURRENT PRICES

A tenderer submitting a quotation which the tender accepting authority considers excessive and/or indicative of the insufficient knowledge of current prices of definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide for work costing above Rs.10.00 lakhs and will be liable for forfeiture of Earnest Money Deposit for works costing Rs.10.00 lakhs. The tender rates should be based on the controlled price for materials-price permissible for the tenderer to charge a private purchaser under the provision of clause 8 of Hoarding and profiteering prevention ordinance 1943 as amended from time to time and of similar principles in regard to labour and supervision in the construction.

1-24 Should any tenderer withdraw his tender after 3 P.M. on the said day .of 17.09.2010 he shall forfeit the earnest money deposited by him to the Corporation and the tender will in such case be considered as having been rejected or abandoned.

1-25 VALIDITY PERIOD OF TENDER

1-25-1 No tenderer shall withdraw his tender in whole or in part during the time that will be required for Information of acceptance or non-acceptance of tender or until the expiry of a period of 3 months from the date of opening of the tenders. Tenders withdrawing their tenders before the time stipulated above shall forfeit their Earnest Money Deposits. If the successful tenderer fails to furnish such Security Deposit and execute the agreement within 14 days from date of receipt of intimation of acceptance of the tender he shall forfeit his Earnest Money Deposit to the Corporation of Chennai.

The tender will remain valid for a period of three calendar months from the last date for receipt of tender. The validity period can be extended further if the Contractor gives his consent in writing, specifying the period of extension.

- 1-25-2**
1. The Tender accepting authority shall cause an objective evaluation of the tenders taking into consideration the schedule of rates as mentioned in the tender document and the prevailing market rates for procurement and comparison of the tenders in accordance with the procedure and criteria specified in the tender document.
 2. After evaluation and comparison of tenders as specified above in (1) the tender accepting authority shall accept the lower tender ascertained on the basis of objective and quantifiable factors specified in the tender document and giving relative weights is among them.
 3. Notwithstanding anything contained above in (2) if the Tender accepting authority decides that the price of the lowest tenderer is higher with reference to the prevailing market rate or the schedule of rates he may negotiate for a reduction of price with that tenderer.
 4. If at any time before the acceptance of tender, the tender accepting authority receives information that a tenderer who has submitting tender has been banned by any procuring entity, he shall not accept the tender of that tenderer even if it may be the lowest tender.
 5. In case where two or more tenderers quoted the same price, the Tender accepting authority shall split the procurement among such Tenderers taking into consideration the experience and credentials of such tenderers. Where such splitting is not possible or could not be done equally, he shall record reasons for the same.

1-26 Tenders either for supplies of materials or execution of works will not be considered unless they are accompanied by Income-Tax and Sales Tax verification certificates from the respective Officers. In the case of proprietary and partnership firms also, the income- Tax and Sales Tax certificates for the Proprietor or the Proprietors and for each of the partners as the case may be, shall accompany tenders.

Successful tenderer should submit sales tax clearance / verification certificate while execution of agreement. The sales tax clearance / verification certificate should be in the prescribed form approved by the appropriate sales authority.

In the event of a tenderer being a non-assesses of Sales Tax, a certificate to the effect that he is not a Sales Tax assesses should be enclosed along with the tender.

1-27 RATES TO INCLUDE

The tendered rates for the items should be inclusive of all items of works required for the proper execution of the items (viz) watering, barricading, lighting, watching, safety arrangements in the interest of traffic, safeguarding the underground services etc, and no claim for extra payment on any score will be entertained. The rates to be tendered should be inclusive of sales tax and other taxes in force. 1-28 Preliminary specification etc, in SSRB/TNBP will form part of the Agreement.

1-29 PAYMENT OF TAXES

The tenderer should note that he is liable to make payment towards Sales Tax as applicable to works contract as and when claimed by the Commercial Tax Department.

1-29-1 OPENING FUNCTION EXPENSES

The tenderer should note that the opening function expenses of the newly constructed building by Corporation of Chennai including the Tablet Stone shall be borne by the Contractor concerned.

...Buildings... DEPARTMENT

S.E.....Buildings..... DEPT.

CORPORATION OF CHENNAI

DATED ;

CORPORATION OF CHENNAI

1. LETTER OF TENDER

To
The
Corporation of Chennai
Chennai.

Construction and Erection of Corporation of Chennai Pavilion including Supplying of new Models, Repairing existing Models, Rental ,Electrical consumption charges etc., during 37th India Tourist and Industrial Fair 2011 at Island Ground(Removing the hired items only after completion of Fair) in Dn-28. Zone-II

described as shown in the drawings and in the specifications deposited in the office

of the SE Dept / E.E (zone) Corporation of Chennai, with Such variations by way of alterations of, additions to and omissions from the said works and method of payment as are provided for in the conditions of contracts for the sum of Rupees'

or such other sum as may be arrived at under the clause. of the Standard Preliminary Specifications relating to "payment on lump sum basis or by final measurement at unit prices"

2-2 I/We have also completed the price list of items in Schedule 'A' and 'B' annexed in words and figures for which I/We agree to execute the work When the lump sum payment under the terms of the agreement is varied by payment on measured quantities.

2-3 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 the SSRBI TNBP and the Preliminary Specification therein; and that I/We have made such examination of the contract document and of the plans, specifications and quantities, and of the location where the said work is to be done and such investigator of the work required to be done, and in regard to the material required to be furnished as to enable *me/us* to thoroughly understand the intention of same and the requirements, 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 demand upon the Corporation, based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the I said requirements, covenants, agreements, stipulations, restrictions and conditions.

2-4 ! I/We enclose herewith Income Tax clearance certificate and Sales Tax clearance certificate for the current year obtained from the appropriate authorities.

2-4-1 I/We enclose herewith Photostat copy of the class of registration certificate for contractor (to be included)

2-5 I/ We enclose herewith a Chelan for the payment of the sum of Rupees'..... into the Corporation treasury as earnest money not to bear interest. If *my/our* tender is not accepted this sum shall be returned to *me/us* after the final disposal of the tenders. If *my /our* tender accepted, the earnest money shall be retained by the Commissioner, Corporation of Chennai as security for the due fulfillment of the contract. If upon written intimation to *me/us* by the S.E 1. E.E. Office. I/We fail to attend the said office on the date therein fixed or if upon intimation being given to me / us by the .. "..... S.E. / E.E..... ". , ".... If acceptance of my *our*. tender I, We fail to make the additional security deposit or to enter into the required 'agreements. as defined in paragraph 4 of the tender notice, then I (We agree to the forfeiture of the earnest money. Any notice required to be served on me / us hereunder shall be sufficiently served on me / us if delivered to *me/us* personally or forwarded to me / us by post be deemed to have been served on me / us at the time when in due course of post it would be delivered at the address to which it is sent

I/We agree that I/We will not withdraw this tender in whole or any part or more of the items of it during the time that will be required for intimation of the acceptance or non-acceptance of the tender being given to me/us or until the expiration of a period of 3 months whichever is earlier and I/We do so withdraw the tender, then I and I/we are liable to forfeit the tender deposit.

* To be entered in words and figures.

2-7 I / we fully understand that the written agreement to be entered into between me/us and the Commissioner, Corporation of Chennai shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the Commissioner, Corporation of Chennai.

2-10 I/We agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General conditions to the contract shall be

(I) The superintending Engineer of the@
..... Dept in case the value of claim up to Rs. 50,000 and

ii) I/we agree that in case value of claim is Rs. 50,001 and above, the remedy will be through the competent Civil Court only.

@ Buildings Department for Bridges Department.
Bridges Department for Buildings Department.
Storm water Drain Department for Bus Route Roads Department
Bus Route Roads Department for Storm Water Drain Department
City Engineer for Zones.
Buildings Department for Works Department,
(All the above arbitrators shall be Superintending Engineers of the Corporation of Chennai.)

4. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE THIS day of

200 . between the Commissioner, Corporation of Chennai (hereinafter called the "Commissioner" which expression shall where the context so admits include his successors in office and assigns) of the one part *

of @

(hereinafter called the Contractor- which expressions shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part.

WHEREAS the Commissioner is desirous of #

and has caused estimate of probably quantities contained in Schedule A, drawings and specifications describing the work to be done to be prepared.

AND WHEREAS the said Schedule A, drawings numbered serially 1 to..... inclusive -(Schedule B) – the preliminary Specifications and Schedule C have been signed by or on behalf of the parties hereto

AND WHEREAS the contractor has agreed to the retention by the Corporation of the earnest money

of Rupees.....paid. by him when he submitted his tender as security for the due fulfillment of the contract to the satisfaction of the S.E..... DEPT.' E.E..... (zone) Corporation of Chennai (hereinafter referred to as the S.E.....Dept./E.E (Zone.....) or in the alternative S.E. DEPT./EE(Zone.....) may direct, to deposit as security for the aforesaid purpose cash or currency notes of the value Rs..... to wards Such security.

AND WHEREAS the contractor has also signed the copy of the SSRB/TNBP and addenda volume thereto maintained in the DEPT.' Zone of the Corporation of Chennai acknowledgement of being bound by all the conditions of the clauses of the Standard Preliminary Specification and all the Specifications for items of works described by a Standard Specification Number in Schedule 'A'.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set- forth in the General conditions of contract of T .N.B.P, such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said condition") the works as shown upon the drawings and described in the said specifications and set forth in Schedule A as the "Probable quantities" and comply with the rate of progress noted at the end of the Articles of Agreement for a sum of Rupees\$.

or such other sum as may be arrived at under the clause of the standard preliminary specification relating to "payment on lump sum basis or by final measurement at unit prices."

Now it is hereby agreed as follows:

- 4-1** In consideration of the payment of the said sum of Rupees.\$....., or such other sum as many be arrived at under the clause of the Standard preliminary specification of relating "payment on lump sum basis or by final measurement at unit prices" the Contractor will, upon and subject to the said conditions, execute and complete the works shown upon the said drawings and described in the said specification and to the extent of probable quantities shown in schedule A with such variation, by way of alterations or additions, to or deductions from the said work and method of payment therefore as are provide for in the said conditions.

* Contractor's name. '

@ Contractor's Legal address for registered letter and others. # Name of work and locality.

\$ -To be entered in words and figures.

4-2 The terms S.E. 'Buildings..... in the said conditions shall mean the Officer in charge of theBuildings.' '!'.." DEPT. . of the Corporation who shall be c.ompotent to exercise all the powers and privileges reserved herein, in favor of the Corporation \$\$ with the previous sanction of the + +

4-3 The arbitrator for fulfilling the duties set forth in the Arbitration clause of the General conditions of contract shall be Superintending Engineer ...Bridges.....Dept. of Corporation of Chennai

4-4 Time shall be considered as of the essence of the agreement and the contractor here by agrees to commence the work as soon as this agreement is accepted by competent authority as defined by the Chennai City Municipal Act and the site (of premises) is handed over to him as provided for in the said conditions and agrees to complete the work within. , months from date of such handing over of the site (or premises) and to show progress as defined in the tabular statement "Rate of Progress" below subject nevertheless to the provision, for extension of time contained in clause 56 of General conditions of contract of T.N.B.P.

4-4-1 RATE OF PROGRESS:

The following rate of progress and proportionate value of work done from time to time, as will be , indicated by the Exe. Engineer's () certificate of the value of work done will be required. Date of Commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement (1)	Percentage of work completed (based on contract Lump sum amount (2)
	The work should be completed in all respects with in the Period of30 days

NOTE: - The periods to be entered in column (1) for the purpose defining the rate of progress may be fixed by the Exe. Engineer to suit each case.

4-4-2 TIME SCHEDULE:

The time schedule will commence from the date of service of the work order on the contractor.

\$\$ Reset of e struck off, If the Buildings Engineer can himself enter into the contract without reference to any higher authority

+ + Authority competent to approve of the contract under the Chennai Corporation Municipal Act.

The time schedule fixed for various categories of work of deferent values are furnished below:

4-5 DAMAGE FOR DELAYS AND NON-COMPLETION

If the contractor fails to complete the works within the period named in clause 4-4 or within any extended time allowed by the S.E. / E.E. under these presents the contractor shall pay to Corporation the sum of Rs. 500 /- , as liquidated and ascertained damages for every day beyond the said date or extended time as the case may be during which the works shall remain unfinished except as provided in clause 4-4 and such damages may be deducted by Corporation from any money due to the contractor.

liquidated and ascertained damages will be levied as detailed below:

LIQUIDATED AND ASCERTAINED DAMAGED			
	Below Rs. 5.00 lks	Rs. 5.00 to 10.00 lks	Above Rs. 10.00 lks
Liquidated & Ascertained Damages per day	Rs. 125/-	Rs. 250/-	Rs.500/-

The liquidated and ascertained damages will be levied up to a maximum of 5% of the value of the contract and if the contractor fails to complete the work even then, action will be taken to terminate the contract and execute the work at his risk and cost as per provisions of the general conditions of contract of T.N.B.P.

4-6 NON-TENDERED ITEMS: In case of items of works for which supplement agreement is to be entered into the following procedure will be adopted :

-

For items of work for which the rates can be derived from the rates for the items in the original agreement, the rates will be derived by applying the overall tender premium or discount to the rates for the new item by applying the prorated excess or discount for the item of work, from which the rate is derived; the lesser rate of these two will be adopted for making payment to the contractor.

For items of work for which the rates cannot be derived from the rates for the items in the original agreement, the rates for payment will be as follows:

When the schedule of rates has not changed during the period from the date of execution of the original agreement to the date of supplemental agreement the rates for the supplemental agreements shall be the prevailing schedule of rates with the tender premium applied.

(ii) When the schedule of rates has changed during the intervening period, the rates prevailing as per the schedule of rates at time of execution of supplemental agreements will be adopted with no tender premium or discount applied to this rate.

4-7 Fraction of a rupee in the total of bills will be rounded off to the nearest Rupee. Fraction below half paise are to be rounded off to the paise below, while fractions above half paise are to be rounded off to the paise. Above

4-8 The said conditions shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts, respectively.

4-9 Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the S.E./ E.E. the security deposited by the contractors as herein before received or such portion thereof as he may be entitled to under the said conditions shall be returned to the contractor.

4-10 PAYMENTS AND CERTIFICATES Payment will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the S.E. / E.E. within fourteen days of the date of each Certificate an intermediate payment will be made of a sum equal to 95 percent of the value of the work, as so certified and the balance of 5 percent will be withheld and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the S.E./ E.E. on the completion of the entire works the contractor will receive the final payment of the money due or payable to him under or by virtue of the contract as per condition 11 provided there is no recovery from or for-feature by the contractor to be made under clause 57 of general conditions of contract of T.N.BP.

In witness whereof the contractor *
.....has
hereunto set his hand and #

the Commissioner has hereunto set his hand the day and year first above written.

Signed by the Contractor ;

Full Address :

In the presence of witness.

Signed by the Commissioner.

**The Common Seal of the Corporation of .
Chennai hereunto affixed in presence of :**

*** Contractor's name**

Name and designation

5. INDEMNITY BOND

This deed of indemnity executed at (place) on this day of (month)(year).....by Thiru / Tmt / Selvi..... (Name) Widow / Son / Daughter of Thiru..... Residing . at.....(full address) (hereinafter called Contractor which expression shall unless excluded by or repugnant to the context include his/her heirs, executors, administrators and legal representatives) to and in favor of the Commissioner, Corporation of Chennai, (hereinafter called the "Commissioner" which expression shall unless excluded by or repugnant to the context include his successors and assigns)

Whereas the contractors has submitted the tender for Description of work (place of work of supply) and such tender has been accepted subject to the general conditions to contract appended to the preliminary specification of the T.N.B.P/S.S.R.B and such other conditions issued along with tender documents.

And whereas in pursuance of the terms of contract, that a sum equal to 2Y2% of the total value of work done, have been retained with the Corporation of Chennai for a period of years reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work and the structural stability of the work executed by the contractors;

And whereas it was decided to refund the said sum equal to 2Y2% of the total value of the work done retained with the Commissioner, Corporation of Chennai on the expiry of period of years reckoned from the date of completion of work provided that the contractor executes an indemnity bond for a period of years indemnifying the Commissioner, Corporation of Chennai against any loss of expenditure incurred to rectify any defect noticed due to the faulty workmanship by the contractor or substandard materials used by the contractor in the execution of the work or during the period of . years.

Now, this deed of indemnity witness that in consideration of the contract entrusted to the contractor by the Commissioner, Corporation of .Chennai, the contractor has agreed to the following terms and conditions and executed this indemnity bond in conformation of all and undertakes to comply with the terms herein below mentioned.

'The contractor doth hereby indemnify the Commissioner, Corporation of Chennai against any loss or damage that may be caused in the Commissioner, Corporation of Chennai in respect of rectification of any defect noticed due on the faulty workmanship, by the contractor, or substandard materials used by the contractor in the execution of work entrusted to the contractor during the period of..... Years

i.e from

Upto(dates to be specified).

In witness thereof Thiru / Tmt / Selvi.the contractor has signed this deed in the presence of the.....

. First Witness'

Second Witness

signature of the contractor

7. PRELIMINARY SPECIFICATIONS

7-1 Definitions

Wherever in these specifications, or in any documents or instruments where these specifications govern the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

7-1-1 Corporation:

A statutory, body constituted under Chennai Act IV of 1919 as modified in 1936 and in 1961 having its office at the Ripon Buildings Chennai

7-1-2 Commissioner:

The Commissioner is the executive authority for the purposes of carrying out the provisions of the Chennai City Municipal Act, who shall also perform all the duties and exercise all the powers specifically imposed or conferred on him.

7-1-3 Superintending Engineer:

The Superintending Engineer who is, in charge of the Department, Corporation of Chennai or his authorized representative limited by the particular duties entrusted to him.

7-1-4 Tender or Bidder:

Any person firm or Corporation submitting a tender for the work contemplated, acting directly or through a duly authorized representative,

7-1-5 Contractor:

The person, firm or Corporation undertaking the execution of the work under the terms of the contract, and acting directly or through a duly authorized representative.

7-1-6 Plans:

All official drawings or reproductions of drawing pertaining to the work provided for in the contract.

7-1-7 Specification:

The body of directions, provisions and requirements contained in these specifications, pertaining to the method and manner or performing the work and the quantities or quality of materials to be furnished under the contract.

7-1-8 Tender Notice:

The official notice inviting tender proposals for the work contemplated.

7-1-9 Tender Documents (or Tender forms) :

The official document which is supplied to prospective bidders for preparing and submitting their tender and consisting of the tender notice, tender form, schedule of approximate quantities, plans and specifications and the Descriptive Specification sheet.

7-1-10 Contract:

The written agreement covering the performance of the work of the proposed construction. The contract shall include the tender documents, tender proposals, articles of agreement, specifications, plans notice of handling over site, documents authorizing alterations and supplemental agreements.

7-1-1,1 Work:

All performance required of the Contract or under the terms of the contract

7-1-12 Earnest money:

The security designated in the tender notice to be furnished by the bidder as a guarantee of good faith to enter into a contract for the work contemplated if it be awarded to him.

7-1-13 Security Deposit :

The approved form of security furnished by the contractor as a guarantee of good faith and ability on the part of the contractor to execute the work in accordance with the terms of contract.

7-2 CONDITIONS

7-2-1 All documents bound with or attached to the tender forms shall be considered a part thereof and shall not be detached or altered.

7-2-3 Examination of Plans, Specifications, Special Provisions and site of work:

Tenders must satisfy themselves by a personal examination of the site of the proposed work by examination of plans and specifications and by other means as they prefer as to the accuracy and sufficiency of the statement of quantities and all conditions affecting the work and shall not at any time after the submission of their tender, dispute or complain of such statement of quantities nor assert that apply for extension of time for completion beyond the agreement date.

7-2-5 The Contract Unit Prices: The contract unit prices entered in schedule 'A' & 'B' shall be for finished work in situ or for articles or materials delivered at designated points and shall include all contingent expenses . whether direct or construction expenses or those imposed by an outside authority such a as import duties - tolls, octroon, surcharge sales tax, quarry fees, etc.

The Contractor shall be solely responsible for the payment of sales tax under the provisions of the . Chennai General Sales Tax Act, 1939 (Chennai Act IX of 1939) as on force for the time being and rates for the various items of work shall remain unaffected by any charge that may be made from time to time in the rate at which such tax is payable. Further the contractor is liable to pay Sales tax (as applicable to works contract) etc., for this work to the commercial tax department as and when claimed.

7-2-6 Carriage:-

(a) Rates for finished work shall always include the cost of conveyance and all leads, lifts, loading unloading and stacking in a manner and at the place ordered by the Superintending Engineer. When materials are supplied by department, the place of supply will be specified In the specifications and no extra payment will be made for conveyance, lead, lifts, loading, unloading or stacking, etc.

(b) Wherever the term" Carriage" or "Conveyance" is used it shall be taken to include all leads, lifts loading, unloading and strong to the satisfaction of the Superintending Engineer.

7-2-7 Construction Plant:

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

All requisite staging, shutting, etc., be provided at the contractor's expense in sufficient quantity proper quality to ensure progress in conformity with the contract.

7 -2-12 Setting out of Works:

The contractor shall be responsible for the current setting out of all works, providing at his own cost all labour, materials and staff required for so doing.

7-2-13 Cleaning up during Progress and for Delivery :

All rubbish shall be burnt or removed from the site as it accumulates. All works shall be cleaned and put in a thoroughly complete, clean, sound and workmanlike state to the satisfaction of the Superintending Engineer *before* the work is finally handed over, all rubbish and surplus materials not required by S.E. having first been removed by the contractor. The contractor shall give notice in writing to the Superintending Engineer when the work is so ready to be handed over, and shall be responsible for its maintenance until it is taken over by the Superintending Engineer.

7-3 PLANS AND SEPCIFICATIONS

7-3-1 Intent of the Plans' and Specifications :

The contractor drawings together with the contract, specifications, are intended to show and explain the manner of executing the work and to indicate the type and class of Materials to be used

7-3-2 Conformance:

The contractor shall perform all work in a substantial and acceptance manner in accordance with the plans and specifications and in accordance with such further explanatory drawing details and instructions as may from time to time be given by the Superintending Engineer.

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

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

7 -3-3 Increased or decreased Quantities:

The right is reserved at any time during which the contract is in force, to make such alterations in the plans on the quantities of work as may be necessary including the extension or shortening of the length of the project. Such alterations shall, in so far as practical, be ordered in writing before standing work on such alterations, and no sign drawings shall be taken as in itself as order for variation unless accompanied by a covering letter from the Superintending Engineer confirming that the drawings is an authority for variation further, the quantities of any items of work may vary from the quantities in Schedule 'A' due to unforeseen or other conditions.

Alterations in quantities shall not be considered as a waiver of any conditions of the contractor invalidate any of the provisions thereof. A supplemental Agreement with the contractor for the items or . items involved will be r1ecessary when the alterations involved the following:

An increase or decrease only up to 25% shall be permitted in the quantity of any item due to variation from the factors used in original design or in the preparation of tender within the originally contemplated scope of work or due to addition or reduction from or changes in design of such contract item.

Supplemental Agreements for minor items, which have been increased to become major items, will be required for shall cover only the quantity having contract value, determined from the contract unit price, in excess of 6% percent of the total original contract cost. (A major contract items shall be construed to be any Item the total cost of which equal 10 or *greater* than 5 percent of the total contract cost.)

The contractor shall not start work on any alterations requiring a supplemental agreement until the agreement setting forth an equitable adjustment of compensation, satisfactory to both the parties, shall have been executed.

The contractor shall perform the work as increased or decreased. .

7-3-4 Copies of Drawings and Specifications:

Two copies of the available drawings and specifications shall be furnished free of cost to the contractor for his own use. Such copies and copies of Supplementary details furnished by the Superintending Engineer shall be kept on the work until the completion and the Superintending Engineer shall at all times have access to them.

7 -3-5 Omitted items:

The right reserved to cancel the portion of the contract relating to any items or portions thereof in any stage of execution if found unnecessary to the work and such omission shall not be a waiver of any condition of the contractor or invalidate any of the provisions thereof.

7 -3-6 Extra Work:

In connection with the work covered by the contract the Superintending Engineer may, at any time during its progress, order for other works or materials incidental thereto. All such work and materials as do not appear in the proposal or contract as a specific item accompanied by unit price and which are not include under the price bid for other item in the contract shall be designated as Extra Work.

Extra work may also consist of additions to or charges in design in contract items or portions thereof when such additions are wholly disassociated from or outside the scope of the work of evidence by the plans, special provisions and specifications and when the work caused by such additions or charges in design must be performed under conditioned or in a manner that is materially and inherently different from the conditions and manner existent for such contract items as contemplated in original scope of the work.

The contractor hereby agrees to and he shall perform extra work whenever it is deemed necessary or desirable by the Superintending Engineer to complete fully the work as contemplated, and it shall be done in accordance with the requirements herein set forth.

The contractor shall not perform any extra works until a Supplemental Agreement setting forth a basis of payment satisfactory to both parties as herein after provided, has been executed, claims for compensation for extra works performed which has not been authorized and not covered by Supplemental Agreement may be rejected.

The Supplemental Agreement for extra work may provide for payment on an agreed unit price basis for the units of such extra work performed in and agreed lump sum for the work described, or on the basis of actual in conformity with clause.

7.3-7 If Extra Work is to be performed on the basis of actual the Supplemental Agreement shall specify the agreed rates of wages and allowances to be paid for foreman, labour and terms, and the agreed rental rate to be paid for each piece of equipment other than small tools, which rental rate shall include fuel, lubricants, moving, and other costs incidental to the use of such equipment.

7-4 MATERIALS AND WORKMANSHIP

7-4-1 Quality of Materials: It is the intent of these specifications that first class materials shall be used throughout the work, and that they shall be incorporated in such a manner as to produce completed construction which is workmanlike and acceptable to the Superintending Engineer in every detail. Only materials which conform to the requirements of these specification shall be furnished or incorporated in the work. The contract shall upon the request of the Superintending Engineer furnish him with the vouchers to prove that the materials are such as specified.

Samples of materials with test certificate have to be furnished at the contractors expenses for the approval of the SE. / E.E. prior to the execution of any work.

7-4-3 Corporation Furnished Materials:

The contractor shall furnish all materials required to complete the work, except such materials as are designated to be furnished by the department.

Upon written request of the contractor such materials will be delivered to him with a reasonable time at the points designated in the contract. They shall be unload and hauled to the site for the work by the contractor at his expense. The cost of handling and placing all materials after they are delivered to the contractor shall be considered as included in the contract unit prices for the items in connection with they are used.

The contractor shall be responsible for all materials delivered to him, and shall use them only for the purpose of the contract. Deductions will be made from any amount due to him to make good any damage shortage or decency, from any cause whatsoever which may occur after such delivery or for any demurrage charges sue to delinquency in unloading.

If the materials are furnished by the department the Corporation shall have a lieu upon the surplus . quantities of each materials and the contractor shall deliver them as directed by the Superintending Engineer and at the contractor's expenses.

7-4-4 Tests:

All test of materials furnished by the contractor shall be done in accordance with commonly recognized methods of Indian or of other National Organizations or such other methods and test as are prescribed in the specifications or are in use in conformity with the standard practices of the department and the charge there for will be borne by the Department.

Field tests of materials will be made by the Superintending Engineer when deemed necessary and these tests shall be made in accordance with the standard practice. The cost of labour involved in all such field tests will be borne by the contractor.

The contractor shall upon demand, forward for the Superintending Engineer's inspection test certificates by the suppliers for all materials furnished by the contractor.

7 -4-5 Inspection of Materials:

The contractor shall provide proper facilities at all times for the inspection and testing of materials, and the Superintending Engineer shall have access at all times to the place of storage or manufacture. The contractor shall give sufficient advance notice of placing orders so as to permit tests to be completed before the materials are Incorporated in t11e work and he shall afford such facilities as the Superintending Engineer may require for collecting and forwarding samples and making inspection. The contractor shall . not make use of or incorporate in t he work the materials represented by the samples until tests have been made and the materials found to be in accordable with the requirements of the specifications.

All stored materials shall be inspected at the time of use in the work even though they may have been inspected and approved before being place din storage or during storage.

Materials may be inspected and tested at any time during the progress of the work and defective materials rejected

7-4.6 Defective Materials:

All materials not confirming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not shall be rejected. They shall be removed immediatly by the contractor at his expense and replaced with acceptable material. No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approved in

writing has been given by the Superintending Engineer. Upon failure on the part of the contractor to . comply with any order of the Superintending Engineer made under the provisions of this article within the time stipulated by the Superintending Engineer, the Superintending Engineer shall have authority to remove and replace the defective material and recover the cost of removal and replacement from the contractor. Further, all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Superintending Engineer if the Superintending Engineer so decides, shall become the property of the Corporation and the Superintending Engineer shall disposes of such material in any manner without any further written notice to the Contract.

7-4-7 Storage of Materials:

The contractor shall deposit materials in such parts only of the ground as may be approved by the Superintending Engineer He shall submit for the approval of the Superintending Engineer before starting the work, a detailed site survey clearly indicating the locations where materials shall be stored and sheds built. Such of the land, as is vested in the Corporation around the site, shall be given to the contractor. A monthly land rent of Rs.2 per ground will be charged. If any extra space is required the contractor should make his own arrangement with private parties. Storage sites be vacated immediately upon completion cleared of all surplus materials and debris and restored as neatly as possible to their original condition by the contractor at his expense.

Materials shall be stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Superintending Engineer they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, They shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds for the purpose. Stored materials shall be so located as to facilitate prompt inspection.

7-4-9 Authority of Superintending Engineer: All works shall be done under the supervision of the Superintending Engineer and to his satisfaction. I-le shall decide all questions which arises as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of plant and specifications, and acceptance fulfillment of the contract. He shall determine the amount and quality of work performed and materials furnished and his decision and measurement shall be final. In all such matters and in any technical question which may arise touching the contract, the Superintending Engineer decision shall be final and binding in the contractor.

The Superintending Engineer shall have power to enforce such decision and orders of the contractor fails to carry them out promptly. In case of failure on the part of the contractor to execute work ordered by the Superintending Engineer the Superintending Engineer may give notice in writing to the contractor, and at the expiration of the reasonable period specified in the notice proceed to execute such work as may be deemed necessary and the cost thereof shall be recovered from the contractor.

7-4-10 Departmental Representatives:

The Superintending Engineer during his absence of the work shall be represented by one of his subordinates whose duties in' relation to the contractor shall be confined to ensuring that the work is performed in conformity with the plans and specification in all respects. He shall communicate to the contractor the instructions and directions of the Superintending Engineer on all questions relating to the work and the contract or shall comply with such instructions and directions. He shall request the contractor in writing to suspend the performance of any part of the work if, in his judgment the contractor is deviating from the plans and specifications in spite of his constructions and the contractor shall comply.

7-4-11 Co-operation by Contractor:

The contractor shall give the work his constant attention to facilitate the progress thereof, and shall co-operate with the department in every way possible. He shall have on the work at all times a competent representative who can speak the local language, authorized to receive orders and act for him.

The contractor shall provide all staff that is necessary for proper setting out, supervision, execution and measurement of work in full compliance with the contract. Persons employed to supervise the work shall have adequate qualifications and experience of similar works and shall be able to supervise the work to the satisfaction of the Superintending Engineer.

The contractor shall, on request from the Superintending Engineer promptly cease to employ in connection with the contract and replace any person whose continued employment in connection therewith is in the opinion of the Superintending Engineer undesirable. He shall not be re-employed in connection with the contract without the written permission of the Superintending Engineer. The decision of the Superintending Engineer upon any matter arising under this condition

7-4-12 Detailed Setting Out:

The contractor shall be responsible for the correct time and proper setting out of the work and for the correctness of the positions, levels, dimensions and alignments of all parts of the works and for the provisions of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment . of any part of the works the contractor on being required to do so by the Superintending Engineer shall at his own expenses rectify such error to the satisfaction of the Superintending Engineer. The checking of any setting out by the Superintending Engineer shall not in any way relieve the contractor of his . responsibility for the correctness thereof and the contractor shall carefully protect and preserve and bench marks, constructions stake and other thinks used in setting out the work.

7-4-13 Inspection and Works:

All materials and each part or detail of the work shall be subject at all times to inspection by the Superintending Engineer and the contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship and the diligent execution of the contract. The Superintending Engineer shall be allowed access at all times to all parts of the work and to places of storage or manufacture, and shall be furnished with such information and assistance by the contractor as required to make a complete and detailed inspection.

7-4-14 Uncovering for Inspection:

No additional compensation shall be made for removing, uncovering and replacing any portion of the work in connection with routine inspection.

The contractor shall, if the Superintending Engineer requests, remove or uncover such portio:1s of the finished work as the Superintending Engineer may direct before the final acceptance of the same. After such special examination, the contractor shall restore them to the standard required by the . specifications. If no instructions of the Superintending Engineer were contravened in covering up the work, and if the work on being exposed and examined proves acceptable, the cost of uncovering and of restoration shall be paid as extra work but if the work proves unacceptable, the cost shall be borne by the contractor.

If the contractor fails to uncover or having uncovered fails to restore within the time stipulated by the Superintending .Engineer he may employ other workmen for these operations, and debit the contractor with the cost of uncovering and restoration if the work proves unacceptable.

7-4-15 Removal of defective and unauthorized work:

The superintending Engineer may reject at any stage before final acceptance any work that he considers to be not inconformity with the plans and specifications, or any extra Works done without authority and such work will not be measured and paid for.

All work which has been rejected shall be remedied or removed and replaced promptly in an acceptance manner by the contractor at his own expense. Upon failure on the part of the contractor to comply with any order of the Superintending Engineer under the provisions of this articles a written notice shall be issued by the Superintending Engineer to tie: Contractor demanding compliance with a stipulated time. If the contractor continues to default till the expertly of the period of notice the Superintending Engineer shall have authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to recover the cost thereof from the contractor.

In Lieu of. rejecting work done or materials furnished not in conformity with the contract, the Superintending Engineer may allow such work or materials to remain, provided the Superintending Engineer is satisfied with the quality of the materials or the strength and structural safety of the work, and in that case shall make such deductions for the difference in value as in his opinion may be reasonable on the written certificate of the Superintending Engineer.

7-4-16 Penalty for poor quality of work:

Notwithstanding the provisions as contained in clause 7-4-15, the contractor is also liable for a penalty of **5%** of the value of the poor quality of work done which is rejected by the Exe. Engineer which penalty will be deducted from any amount to the contractor by the Corporation of the contractor will be required to remit the amount in the Corporation treasury immediately before proceeding with further work as per directions of the Exe. Engineer.

7-5 RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR

7-5-1 Laws to be observed:

The contractor shall at all times observe and comply with all Union and State Laws, local laws, ordinances and regulations which in any manner affect the conduct of the works and all such orders as exist at the present and which may be enacted in the future by legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered He shall indemnify and save harmless the Corporation and all its officers, agents, employees and servants against and claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or by his employees.

He shall also assure that no attachments are made against materials on works forming part of or for the use of the contract.

All scaffolding runways, hosts and other temporary construction shall comply with all pertinent requirements of Union and state Laws, local law ordinances and regulations.

7-5-2 Public Safety:

This article defines the contractor's responsibility with regard to providing for the safety of the public during constructions.

The contractor shall furnish, erect and maintain such fences, barricades lights and signs as are necessary to give adequate warning to the public at all times that bridge is under construction and of any dangerous conditions to be encountered as a result there of in accordance with any departmental type designs or a s directed by the Superintending Engineer.

At any and all points along the work where the nature of construction operations in progress and the contractor's equipment and machinery in use is of such character as to endanger passing traffic the contractor's equipment and machinery in use is of such character as to endanger passing traffic the contractor shall provide such lights and signs and station such guards as may appear necessary to prevent accidents and avoid damage or injury to passing traffic.

No material or equipment shall be stored where it will interfere with the free and safe passage of traffic. At the end of each day's work and another items when construction operations are suspended for 3rd reason, the contractor shall remove all equipment and other obstruction from that portion of the road open for use by traffic '

Full compensation for the work involved ill carrying out the precautionary and safety measure above specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made there for.

7-5-3 Accidents:

It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify the Corporation against any claims for damages for injury to person or property, resulting from any such accidents, and shall, where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against any claims there under. '

The contractor shall take out the insurance against any accidents at work site as mentioned above before the commencement of the work and produce the insurance policy before the payment of first part bill.

Within 24 hours of the occurrence of an accident which results in the death or which is so serious as in all probability to result in the death of any workman employed by the contractor, he shall intimate in writing to Superintending Engineer the fact of such accident. The contractor shall indemnify the Corporation against all loss or damage sustained by it resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of or fines if any payable by the Corporation as a consequence of its failure to give notice under the Workmen's Compensation Act or other wise conform to the provisions of the said Act in regard to such accident.

7-5-4 Responsibility for Damage claims:

The contractor shall indemnify and save harmless the Corporation, its officer and employees from all suits actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the said contractor or on account or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work or because of any act or omission, neglect or misconduct of said contractor, or because of any claims or amounts recovered for any infringement of patent, trade mark or copy right, or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order or decree; and so much of the money due to the Contractor under and by virtue of his contract as shall be considered necessary by the Superintending Engineer for such purposes may be retained for the use of the Corporation.

The Corporation shall not be liable to the contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by the third parties.

7-5-5 Protection and Restoration of Property:

If corporate or private property interfere with the work the contractor shall notify in writing the owners of such property advising them of the nature of the interference and shall arrange with them for the disposition of such property. The contractor shall furnish the Superintending Engineer with copies of such notified and final agreements.

The contractor shall use every precaution to prevent the damage or destruction of corporate or private property including building, etc., He shall protect or carefully preserve all official survey monuments, bench marks, boundary stones, etc., until the owner or an authorized agent has witnessed or otherwise referenced their location or re-location. The contractor shall notify the Superintending Engineer of the presence of any such surveyor property monuments as soon as they are discovered.

The contractor shall be responsible for the damage or destruction of property of any character resulting from any of his acts or defaults or from defective work or materials, and such responsibility shall not be released until the work is completed and accepted.

Whenever public or private property is damaged or destroyed the Contractor shall at his own expenses restore such property to a condition similar to or equal to that existing before such damage or injury was done, or he shall otherwise make good such damage or injury in the acceptable manner. If he fails to do so, the Superintending Engineer may, after the expiration of a period of 48 hours, after giving notice to him in writing, proceed to repair, build or otherwise restore such property as may be deemed necessary. and the cost thereof shall be recovered from the contractor.

7-5-6 Contractor's Risk and Insurance:

The work executed by the contractor under the contract shall be maintained at the Contractor's Risk until the work is taken by the Superintending Engineer. The Contractor shall accordingly arrange his

own insurance against fire and other loss or damage occasioned by or arising out of acts of God in . particular unprecedented flood, volcanic eruptions earthquake or other convulsion of Nature, invasion, the act of foreign enemies, hostilities or war like operations (before and after declaration of war), rebellion Military or unswaped power of civil war.

7- 6 PROSECUTION AND PROGRESS

7-6-1 Sub-letting or Assignment Contract:

The contractor shall not assign, transfer, convey, sell or otherwise dispose of the vl/hole or any part of his contract, his right title, or interest therein, or his power to execute such contract, to any person, firm partnership of Corporation without written consent of the Commissioner.

If the contractor sub-lets the whole or any part of the work to be done under this contract he shall not under any circumstances be relieved of his liabilities and obligations. All transactions of the Superintending 'Engineer shall be with the contractor, sub-contractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

7-6-2 Commencement of Work:

The contractors should commenced on the same day of handling over of the site from the date on which notice that the site is there by handed over to him is served on the contractor and should complete the work within the time limite specified therein.

The contractor under no circumstances be entitled to claim any damage from the Corporation if he incurs any expense or liabilities under the contractor before the date: of commence!" lent defined above. He shall have the right to withdraw from the contract ar1d obtain only refund of the earnest money and security deposit if intimation of handling over tl1e site is delayed for more than a period of sixty days from the date acceptance of the agreement by the competent authority.

7-6-3 Suspension of Work:

The Superintending Engineer Shall have authority to suspend the work, wholly or in part, for such period of times as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable- for the satisfactory prosecution of work, or for such time as is necessary by reason of failure on the part of the contractor to carry out orders given, or to perform any or all provisions of the contract: and no additional compensation shall be paid to the contractor because of such suspension In the even of such suspension of work the contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in anyway, and he shall take every precaution to prevent damages or deterioration of the work performed, provide suitable drainage of the roadway, and temporary structures where necessary. The contractor shall not suspend work without written authority

7 -64 Delay and Extension of Contract Time of Completion:

The time for completion of the. work contemplated will be specified in the proposal and contract and it is understood that the completion of the work the time specified is an essential part of this contract. If any delay in the completion of the work is alleged to be or likely to be caused by reason of any of the following circumstances, viz.,

- (a) The execution of any modified in additional work.
- (b) delay caused by any written instructions issued by the Superintending Engineer
- (c) any act or default of the Superintending Engineer including failure to issue necessary instructions upon written request from the contractor.
- (d) any of the accepted risks under Clause 7-5-6
- (e) any circumstance which are wholly beyond the control of the contractor and unavoidable.

The contractor shall upon the occurrence of the alleged cause of delay, give notice thereof in written to the Superintending Engineer within fourteen days of the commencement of the delay and he shall allowed a reasonable extension of time for completion in respect of any delays caused by any of the above mentioned circumstances. The Superintending Engineer shall assess the period of delay, at twenty five percent in excess of the actual working period so lost and extend the time of completion of the contract. . In assessing any extension of time, account shall be taken of the effect of the omission of any work. Any further extension of time under the provisions herein before contained may be allowed notwithstanding that the contractor has failed to give notice of the cause therefore or that the date for completion may have passed or that the *work* may have been completed.

7-6-5 Determination of Contract due to Default or failure of the Contractor:

The commissioner may without prejudice⁴ to the rights of the Corporation against the contractor in respect of any delay or inferior workmanship or otherwise, or t any claims for damage in respect of any breaches of the contract and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:-

- (a) If the contractor, having been given by the Superintending Engineer a notice in writing to rectify reconstruct or replace any defective work or a notice in writing that the work is being performed in an inefficient or otherwise improper manner or that the commencement of the work is being delayed or has been suspended so that in judgment of the Superintending Engineer the contractor will be unable to secure the completion of the work by that date, for completion or he has already failed to complete the work by that date shall omit to comply with the requirements of such notice for a period of seven days thereafter. Such notice under the provisions of this Articles and must specify the act or default on the part of the . contractor upon which it is based:
- (b)
 - (i) If the contractor being an individual or where the contactor is a firm or any partner in that firm shall , at any time become bankrupt, or shall have a receiving order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so; or
 - (ii) If the contractor, being a company, shall pass a resolution, or the Court shall make an order that the company be wound up, or if receiver or manager on behalf of creditor shall be appointed or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager entitle the court to make a winding up order.
- (c) If the contractor dies, becomes instance or is imprisoned:

Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or accrue thereafter to the Corporation.

Provided further, that after the notice under condition (a) herein shall have been served on the contractor he shall not be at liberty to remove from the site of the work or from adjoining ground any plant materials and equipment belonging to him and placed thereon for the purpose of the work. and the Corporation shall have a lien upon all such items subsisting from the date of such notice until the notice ! shall have been complied with the Superintending Engineer shall have power to post watchman at the site of the work and/or the ground continuous there to prevent the removal of any plant, materials and equipment upon which the Corporation shall a lien. .

7-6-6 Forfeiture and Partial Determination:

Not withstanding the failure of the contractor to comply with the notice served on him under clause 7-6-5(a) herein, the Superintending Engineer may in his discretion permit the contractor to proceed with the work in conformity with eh contract. Such permission shall carry with it the forfeiture of the sum of money not exceeding 5 percent of the total of the finished contract amount provided however that this forfeiture may be. modified or revoked by Commissioner.

It shall be further right of the Commissioner under this Para, to determine any part of the contract and to proceed with the execution of the relative portion of the work through any other agency in order to maintain the rate of progress stipulated in the contract. Such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof. The contract shall deli gently proceed with the portions of the work left to him and payment of money due or may become due shall

only be made after deducting there from the extra cost as ascertained by the Superintending Engineer that . may be involved in executing parts of the work through other agency. The decision of the Commissioner in this respect shall be final ad be final and conclusive:

7-6-7 Provisions in case of Absolute Determination of Contract:

If the Commissioner shall in the exercise of the powers contained in Clause 7-6-5 and the value of such as may have been executed but not paid for and all other sums of money that may then be due or becoming due from the department to the contractor shall cease to be due or become due.

- (1) (a) The earnest money, the security deposit, the total withheld under clause 7-7-7 and the value of such work as may have been executed but not paid for and all other sums of money that may then be due or becoming due from the department to the contractor shall cease to be due or become due.
 - (b) The Commissioner may enter upon and take possession of site and of the materials, tools, plant and equipment thereon, and may purchase materials and do all other acts requisite, for the completion of the work. he may employ other contractors to complete the same, and the contractor shall have no claim whatsoever in respect of such action by the Commissioner,
 - (c) The contractor shall, if required by the Commissioner assign to the Corporation without further payment, the benefit of any sub-contract or sub-contracts he may have made in connection with the contract and the Corporation shall pay to such person or persons the price (or the balance thereof remaining unpaid), which the contractor may have agreed to pay there under.
 - (d) Upon completion of the work Superintending Engineer shall certify the cost of completion, which shall include
 - (i) The cost of any materials purchased and labour provided to secure completion work, including the making good of any defects and faulty work, together with the addition of such percentage to cover supervision and establishment charges as may be decided by the Superintending Engineer.
 - (ii) The cost of work, executed by other contractors to secure completion of the work, including the making good of any defects and faulty work:
 - (iii) The cost of maintenance of the portion of the work completed by the contractor.
- (2) If the cost of completion, after taking into account all credits from any sales of materials, plant and equipment brought on the site by the contractor prior to the date of determination, added '0 the actual sums paid to the contractor up to this date is less than the sums which would have been payable to the contractor for due completion, the contractor shall be paid the deference provided that the amount so payable shall not exceed the aggregate of:-
 - (i) the value of the work executed up to the date of determination;
 - (ii) the value of such of the said materials as are subsequently incorporated in the work or otherwise disposed of; and
 - (iii) the value of any such plant and equipment disposed of less the amount already paid under the contract. Any such materials, plant and equipment as are unsold or unused when the works are completed shall be returned to the contractor.
 - (3) If the cost of completion added to the sum actually paid to the contractor up to the date of completion exceeds the sum which would have been payable to the contractor for due completion and the Commissioner may apply the proceeds f the sale of plant; materials and equipment provided by the contractor on the site in reduction of such excess and any deficit shall be recoverable from the contractor, If after such excess has been met, there remains any residue of the proceeds of the sale of the plant, materials and equipment any unsold plant, materials and equipment shall be paid or returned to the contractor as 'the case may be.
 - (4) In the event of determination of the contract or! account of the death, insanity, insolvency or imprisonment of the contractor, the notice determination of contract required under Clause 7-5 -5 shall be posted at the site of the work and advertised in one issue of the local dailies. The provisions

of the preceding paragraphs (1) to (3) of this Articles shall then take effect, and payment shall be made and unsold plant, materials and equipment shall be returned to the person or persons entitled .. to receive and give a valid discharge.

7~5-8 Special Powers of Determination: .

These powers shall be exercised in the event of complete stoppage or abandonment of work under the orders of the Corporation Councilor Government.

(a)The Commissioner shall, in addition to any other powers enabling him to determine the contract have power to determine the contract at any time by notice in writing to the contractor, and upon receipt by the contractor of the notice the contract shall be determined but without prejudice to the rights of the parties accrued to the date of determination and to the operation of the following provisions of these Article.

(b)The Commissioner shall, as soon as practicable and in any case not later than the expiration - of three months from the date of such notice of the period up to the date for completion, whichever is the shorter, give directions (with which the contractor shall comply with all reasonable despatct"1 as to all or any of the following matters. that is to say:

- (i) the performance of further work in accordance with the provisions of contract.
- (ii) the protection of the work executed under the contract in compliance with directions given under sub-paragraph (1) above. .
- (iii) the removal of all plant, temporary buildings and equipment from the site;
- (iv) the removal of materials placed on the site; ,
- (v) the clearing of the site;
- (vi) any other matter arising out of the contract with regard to which the Commission decide\$ that directions are necessary or expedient.

(c)The commissioner may at any time within the period referee's to in paragraph (b) herein by notice in writing to the contract vary any direction so given or give fresh directions as to all or any of the matter. specified in the foregoing paragraph.

(d) In the event. of the determination of the contract under this condition there shall be paid to the contractor the net amount due as ascertained in accordance 'with all t he applicable provisions of Clause 7-7 hereof including valuation in the same manner as increased or decreased quantities, extra work and omitted items.

These shall be deducted from any sum payable to the contractor under this sub-clause the amount of all payments previously made to the contractor in respect of the contract, and the Commissioner shall ! have the right to retain any reserve accumulated in his possession at the date of determination until the final settlement of all claims made by the contractor.

(e) Any dispute of difference: \which may arising between the parties as to the carrying out of those conditions shall be referred to arbitration and the provisions with regard to arbitration in Clause 7-8 thereof shall apply.

7-7 MEASUREMENT AND PAYMENT

7-7-1 Measurement of Quantities: All work to be paid for at a contract price per unit of measurement shall be measured by the Superintending Engineer in accordance with the methods set forth in the relevant specifications. Quantities of material waster or disposed off in a manner not called for under the contract, or rejected material whether placed- or not or materials placed outside of the lines indicated on the plans or given by the: Superintending Engineering or material remaining on hand after completion of the work will not be measured or paid for. No compensation will be allowed for hauling back materials.

The contractor shall from time to time: when required on reasonable notice by the Superintending Engineer or his representative, attend at the works in order that any measurements or check measurements of the work executed that may be necessary for preparation of a bill may be taken by the Superintending Engineer representative. Any such measurements or check measurements when performed and any differences arising therefore shall be duly recorded in the manner, required by the S.E.'s representative, and the Superintending Engineer decision shall be final and conclusive. The contractor shall without extra charge provide assistance with every appliance and other tools and labour necessary for measuring the work. If the contractor fails to attend when so required, the Superintending Engineer shall have power to proceed by himself to take such measurements or check, measurements and in that case any decision of the Superintending Engineer shall be final and conclusive and the cost of any labour engaged for the purpose shall be recoverable from the contractor.

7-7-2 Final Payment:

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

7-7-3 Payment for increased or decreased Quantities and Extra Work:

Increased or decreased Quantities shall be paid for at the contract unit prices listed in Schedule 'A' if no Supplemental Agreements are required, and at the unit prices in the Supplemental Agreement is required in conformity with Clause 7-3-3.

Extra work shall be paid for in accordance with the Supplemental Agreement covering the extra work required in conforming with clause 7-3-6. The unit price of extra work shall be deduced from the unit price for similar items listed in Schedule 'A'.

Non- Tendered items: In case of items of works where supplement agreement is to be entered into the following procedure will be adopted:

For items of work for which the rates can be derived from the rates for the items in the original agreement: the rates will be derived by applying the overall tender premium or discount to the rate for the new item and by applying the prorata excess or discount for the item of work, from which the rate is derived, the lesser rate of these two will be adopted for making payment to the contractor.

For items of Work for which the rates cannot be derived from the rates for the items in the original agreement, the rates for payment will be as follows:

- (a) When schedule of rates has to changed during the period from the date of execution of the original agreement to the date of supplemental agreement the rates for the supplemental agreements as per the prevailing schedule of rates with the tender premium or discount applied.
- (b) When the schedule of rates has changed during the intervening period, rate arrived at as per the schedule of rates at the time of execution of supplemental agreements will be adopted with no tender premium or discount applied to this rate.

If the Superintending Engineer and the contractor fail to agree on a rate for payment for extra work, payment will be made on the actual cost of labour, of materials including conveyance, and local supervision solely engaged on the extra work, together with 10 percent of the total of the items as certified by the Superintending Engineer. To enable the Superintending Engineer to evaluate the extra work the contractor shall furnish the Superintending Engineer with all connected books of account, vouchers, and other documents in support of the claim within seven days after such extra work is completed. Reasonable compensation shall also be allowed for the use of contractor's tools and plant on the extra work and for such materials as are used for staging, form work, curing, etc. If the Superintending Engineer considers that payment of Such work on the basis of the vouchers presented is unduly high, he shall make payment in accordance with such valuation as he considers fair and reasonable and his decision in the matter shall be final, if the amount involved in the extra payment is Rs.1,000 or less for each occasion on which such extra works are authorized. If the amount exceeds Rs.1,000 the Contractor shall have the right to submit the matter to arbitration under the provisions of Clause 7-8.

If, in the opinion of the Superintending Engineer a unit price or lump sum compensation for the extra work cannot be arrived at prior to execution of the work, the payment thereof shall be dealt with as provided for in the, preceding paragraph.

7-7-4 Unauthorized Extras :

It shall be clearly understood that no payment whatever will be made to the contractor for extra work unless it has been authorized in writing by the Superintending Engineer.

7-7-5 Accounts, Receipts and Vouchers:

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

7-7-6 Fraud, Willful Neglect or Default:

No final or other Certificate or payment or completion, acceptance, or settlement of account shall, in any circumstances, relieve the contractor of his liabilities for any fraud or willful neglect in the execution of the contract, or any willful or unauthorized deviation from the plans, specifications, instructions and directions for the time being upon him.

7-7-7 Unfixed Materials:

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

7-7-8 Payment and Certificates:

Payment will be made to the contractor under the certificates to be issued at reasonable frequent intervals by the Superintending Engineer. Within fourteen days of the sale of each certificate an intermediate payment will be made of a sum equal to 95 percent of the value of the work, as so certified and the balance of 5 percent will be withheld and retained as a security for the due fulfillment of the contract. Under the certificate to be issue by the S.E. on the completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except security deposit, provided there is no recovery from or forfeiture by the contractor to be made under penal clause 7-6-5-, 7-6-6, 7-6-7 and 7-6-8. The security deposit will be paid as per clause 7-4-16.

No certificate of the Superintending Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, not shall it relieve the contractor from his liabilities to make good defects as provided by the contract. The contractor when applying for a certificate, shall prepare a sufficiency 'A' to the satisfaction of the Superintending Engineer to enable the superintending Engineer or the Executive Engineer, or the Assistant Executive Engineer to check the claim and issue the certificate.

7-7-9 Interest on money Due to the Contractor:

No omission by the Superintending Engineer to pay the amount due upon certificate shall vitiate or make void the contract; nor shall the contractor be entitled to interest upon any guarantee fund if the contractor has paid the security deposit in cash or payments, in arrear, nor upon any balance which may on final settlement of accounts, be found due to him.

Whenever the withheld amount reaches Rs.1,000 or a multiple thereof the contractor may at his option, deposit with the Commissioner an equal amount if sum of Rs.1 ,000 or a multiple thereof in any of the forms of interest bearing securities approved for the purpose by the Commissioner endorse in favor of Commissioner in which in which case the equivalent withheld amount shall be paid to him forthwith. The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rate of progress maintained in the Articles of Agreement is properly maintained.

1-7-10 Acceptance of Final Measurement:

The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Superintending Engineer either in the measurement book or otherwise as demanded, a valid release and discharge from any and all claim:) and demands whatsoever for all mailers arising out of or connected with tile contract; provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that the Superintending Engineer in supplying the final measurement certificate, need not be bound by the proceeding measurements and payments. The final measurements of the Superintending Engineer shall be final conclusive and binding on the contractor.

7-7-11 Recoveries from Contractor:

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

7-8 DISPUTES AND ARBITRATION

In case of any dispute or difference between the parties to the contract either during progress or after the completion of the works or after the determination, abandonment, or breach of contract or as to any matter or thing arising there under except a~ to the matters left to the sole discretion of the Superintending Engineer under Articles 7-4-9,7-4-11,7-4-17, 7-7-1 or as to the withholding by the Superintending Engineer of payment of any bill to which the contractor may claim to be entitled then either party shall forthwith give to the other notice of such dispute or difference and such dispute or difference shall be referred to the Arbitrator mentioned in the contractor and the award of such Arbitrator shall be final and binding on the parties, progress of work shall not be suspended or delayed on account of the reference of and dispute or difference to arbitration under this clause.

Either party may within a period shall be fixed by the Arbitration file before the Arbitration a statement of the case and also all documents relating to or having a bearing on the case. The Arbitrator shall not be bound to observe the ordinary rules of procedure applicable to trials before judicial tribunals nor to hear or receive formal evidence but may pass an award on the documents and statements of the case field by the parties or personal inspection or on both. The Arbitration shall have power to view the subject matter of he dispute with or without the parties or their agents to open review and revise any certificate, opinion decision, requisition, or notice, save in regard to the matters expressly exempted an to determine all materials in dispute which shall be submitted to him, and of which notice has been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice been

;

given.
The expenses of such reference to Arbitration shall be awarded by the Arbitrator .in his discretion, subject to the .condition that the amount of expenses awarded to either party shall not exceed the limits set-forth below, irrespective of the actual expenses incurred by either party, The Arbitration may determine the amount of expenses to be awarded or direct the same to be shared as between solicitor and client or as party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

The limits referred to in this clause are 5 percent monetary award which does not exceeds Rs.10,000, 3 percent on the next Rs.40,000 or any part thereof, 2 percent on the next Rs.50,000 or any part thereof.

7.9 SAFETY CODE

7-9-1 Suitable scaffolds should be provided for workmen for all works that cannot safely by done from the ground, or from solid construction except such short period work as can be done safely from ladder. VI/hen a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder issued

for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)

7-9-2 Scaffolding or stagir1g more than 3.6m (12 feet) above the ground or floor, swung or suspended from an' overhead support or erected with stationary support shall have ~ guard rail properly attached, or bolted, braced and otherwise secured at least 90cm (3 feet) high above the floor or platform to such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

7-9.3 Working platform, gangways, and gangways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3,6m (12 feet) above the ground level or floor level, they should be closely boarded, should have adequate' width and should as suitable fastened as described in 7-9-2 above.'

7-9-4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3 feet).

7-9-5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 28cm (11 1/2") for ladder up to and including 3m (10 feet) in length. For longer ladder this width should be increased at least 1/4" for each exceed 30cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise and claim by any such person.

7-9-7 Demolition: .

Before any demolition work is commence and also during the process of the work:

- (a) All roads and open areas adjacent to the work site shall either be closed suitably protected.
- (b) No electric cable or apparatus which is liable to be source of danger over cable or apparatus used by the operator shall remain electrically charged.
- (c) All practical steps shall be taken to prevent danger persons employed from risk of fire or explosion or flooding, floor, roof or other part of the building shall be so over loaded With debits or materials as to render it unsafe.

7-9-8 All necessary personal safety equipments as considered adequate by the Engineer in charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate stops to ensure proper use of equipment by those concerned.

- (e) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form: Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
 - i. No paint containing lead or lead products shall be used except in the form of paste of ready made paint
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spare or surface having lead dry rubbed and scraped.
 - iii. Overalls shall be supplied by the contractors to the workmen arid adequate facilities shall be provided to enable the working painters to wash during the cessation and work.

iv The contractor shall not employed women & men below the age 18 on the work of . painting with products containing lead, in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:-

1. a. White lead, sulphate of lead or products containing these pigments shall not be used in painting operation except in the form of paste or of paint ready for use.
b. Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
c. Measures shall be taken wherever practicable to prevent danger arising out from dust caused by dry rubbing down and scraping.
2. a. Adequate facilities shall be provided to enable working painters to wash during and cessation of work.
b. Overalls shall be worn by working painters during whole of the working period.
c. Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
3. a. Cases of lead poisoning shall be notified and subsequently verified by a medical man appointed by the competent authorities of Corporation of Chennai.
b. Corporation of Chennai may require, when necessary a medical examination of workers.
c. Instruction with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to the working painters.

7-9-9 When the work is done near any place where there is risk. of drowning, all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

7-9-10 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.

1. (a) There shall be of good mechanical construction, Sound material and adequate strength and free from patent repair and defects and shall be kept in good repairs & in good working order.
(b) Every rope used In hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
2. Every crane driver or hoisting appliance operator shall be property qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding winch or give signals to operator.
3. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block . used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly market with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load excepted for the purpose of testing.
4. In case of departmental machines the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

7 -9-11 Motors, gearing, transmission, electric wiring and other dangerous parts of hosting appliances i should be provided with such means will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already

energized insulting mats, wearing apparel such as gloves, sleeves and, boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials . which are the good conductor of electricity

7-9-12 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in . safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use Adequate washing facilities should be provided at or near places of work,

7 -9-13 These safety, provisions should be brought to the notice of all concerned by display on a notice boards at a prominent place at work spot, The person responsible for compliance of the safety code shall be named therein by the contractor

7-9-14 To ensure effective enforcement of 1he rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer / Engineer - in Charge of the department or their representatives,

7-9-15 Not withstanding the above clause from 7-9-1 to 7-9-14 there is nothing in these to exempt the - contractor from the operations of any other Act or Rule in force,

CORPORATION OF CHENNAI
BUILDINGS DEPARTMENT

TENDER CONDITIONS FOR Construction and Erection of Corporation of Chennai Pavilion including Supplying of new Models, Repairing existing Models, Rental ,Electrical consumption charges etc., during 37th India Tourist and Industrial Fair 2011 at Island Ground(Removing the hired items only after completion of Fair) in Dn-28. Zone-II

**Note: This tender contains three schedules namely schedule –A,B &C
schedule –A**

- 1. Construction and erection of Corporation of Chennai Pavilion with front and side facade, interior decorations and Electrical fittings etc., complete (hire charges only)**
- 2. Cost for this item of works is below Rs.5,00,000 /-**
- 3. The tender should submit the Mockup Model clearly showing the interior and exterior arrangements to proper scale and also attached working sheet along with tender. Payment will be based on these measurement only.**

schedule –B

- 1. Manufacturing, supplying and maintaining new working / Mono Models for various departments of C.O.C.(to be handed over to C.O.C.)**
- 2. Cost for this item of works is Rs.5,50,000 /-**

schedule –C

- 1. Erection of covered Shed is Rs.2,00,000/-**

I. GENERAL CONDITIONS :

1. The work should be as per the instructions and to the fullest satisfaction of the Corporation Officials in charge of the exhibition.
2. The rates are called for erection of the pavilion, maintaining during exhibition period and dismantling and removing after the closure of exhibition. The date of opening and closing of the Fair are subject to changes.
3. The duration of the fair may be extended at the discretion of the fair authorities for which no extra cost will be paid.
4. **One sealed over containing financial Bid alone, and one sealed cover containing E.M.D. amount of Rs.12,500/- (Rupees twelve thousands and five hundred only) alone, should be presented, clearly indicating on the cover.**

II. SUBMISSION OF TENDERS :

5. The tenderer should submit a prototype model prepared to proper scale along with the tender. The tenders submitted without prototype model will be rejected.
6. The tenderer shall prepare the model based on the schemes and activities of the Chennai Corporation and the stalls inside the pavilion should be as per the sketch enclosed.
7. Necessary arrangements should be made by the contractor at his own cost for supplying required number of chairs & Tables for keeping the model, and seating arrangements for all departmental staff inside the pavilion.
8. All the photos given to the contractor in negative by the public Relations Officer should be developed and blown up to bigger size by the contractor at his own cost and paste them in the walls of the Corporation Pavilion. The Photos to be fixed on the face of the pavilion should be blown up and in printed in flex material. Please refer General Conditions.

9. The elevation of the Pavilion should lay emphasis on the activities of Chennai Corporation and the theme of the fair which is "TOURISM & BIODIVERSITY"
10. The prototype model should show clearly the interior and exterior decorations. They should also enclose a ground plan showing clearly the entrance, exit, rooms, provisions made for display panels, platforms for displaying models, etc., along with model the breakup detailed measurement such as length width, and depth should be clearly mentioned in a separate working sheet . Payment will be based only on the working sheet.

III. RATES :

11. The rates to be tendered should be inclusive of sales tax and other taxes in force.
12. The tenderer should quote the rate per unit work in the schedule (in accordance with their prototype model) They should also enclose the complete specification for each item (such as materials to be used) and also enclose separate detailed plans, showing the descriptions of each items of work.
13. After acceptance of the tender, if the tenderer intends to carryout any extra items other than that found in the schedule, they should give complete details about it and get the approval of the competent authority before executing the work.
14. The rates should be quoted both in words and figures. In case any discrepancy is found between the rates in words and figures, the rates quoted less only will be taken as tendered rate and shall be binding on the tenderer.
15. The rates tendered shall remain firm till the completion of work. No escalation will be allowed over the accepted rate.
16. The rates for additional items of work required if any during execution should be accepted by competent authority before commencement of the item of work. The rates for additional item will be arrived at as per conditions of the contract in Tamilnadu Building practice.
17. The tenderer should not impose any conditions with the tender. The tenders accompanied with conditions imposed on the Corporation of Chennai will be rejected.
18. The Commissioner reserves the right to accept (or) reject any tender in part (or) full without assigning any reasons.
19. The work should be completed within the time schedule that will be prescribed by the Officials-in-charge.
20. The progress of work should be strictly programmed so as to complete the **pavilion 3 days before the date of opening** of Fair to be announced by Trade Fair Authorities.

IV. COMMENCEMENT AND COMPLETION OF WORKS :

21. Prior to the commencement of work the Executive Engineer and the contractor shall carryout a joint inspection to the site and if any defects are noted it shall be pointed out to the Executive Engineer who will issue instructions for the necessary remedial action.
22. The work should be commenced on the same day of handing over of the site and completed within the stipulated time to the satisfaction of the Officer-in-charge. If the rate of progress is poor as judged by the Exe. Engineer, a fine not exceeding Rs.500/- (Rupees five hundred only) per day shall be imposed on the contractor.
23. If the tenderers fails to commence the work on the date of handing over the site by the Corporation or complete the same and deliver the pavilion to the Exe. Engineer within the stipulated time, the **Security Deposit will be forfeited** and the contract should be considered as having been cancelled (or) terminated and the Commissioner thereupon on such terms as he may think fit, arrange by any other person to undertake the work described in the schedule at the risk and cost of the tenderers.

24. The Superintending Engineer (Buildings) may put an end to the agreement at his option at any time and in the case of work, the S.E.(Bldgs) may remove the same and have it replaced directing the value of work or cost of replacing the same as he may think proper from any amount due (or) that may become due to the party making this tender.
25. If any item of work is not carried out as per the instructions of the officials and is not of quality it shall be redone without any extra claim.
26. During execution of work, if any exigency and expediency warrants, that any work or part of any work of the pavilion be awarded to any other agency at the discretion of competent authority it will be done without any advance notice to the contractor and no claim by the contractor on account of this will be accepted.

V. **EQUIPMENT AND PLANTS :**

27. No tools and plant for the work will be supplied by Department.
28. The contractor should make his own arrangements for the purchase of all the materials required for the work.

VI. **MAINTENANCE :**

29. The work done by the contractor should be maintained by him in good condition throughout the fair period without any extra payment. In case in the opinion of the S.E. (Bldgs) the works are not maintained properly necessitating Corporation to undertake maintenance work, suitable deductions will be made from the final payment. The deduction will be actual expenditure incurred for the maintenance carried out (or) 5% of Contract value whichever is higher. The Opinion of the S.E. (Bldgs) in this regard is final and conclusive and not open to any dispute or whatsoever.
30. The Contractor (or) Contractor's agent (or) representative with authority (like Carpenter, Painter, letter Writer) to carryout the instructions of Corporation in the respect of Contract concerned should be available in site during the course of exhibition. Any work required to be done under the contract should be attended to then and there with utmost expediency. Any loss to the Corporation due to non compliance of the instructions issued by Corporation will be recovered from the contractor.
31. The Contractor should employ his own watch and ward for the safety of the materials as well as materials if any handed over to him by Corporation of Chennai, Corporation will not hold any responsibility for any damage (or) loss by fire (or) theft.
32. The contractor should make his own arrangements to insure his materials.
33. If during execution (or) during maintenance, any portion of the pavilion or fencing, etc., is damaged by the contractor, the same should be repaired (or) replaced at his own cost without affecting the fair in anyway.
34. The contractor shall be held responsible for any accident caused to the labourers/ Public, etc., during execution (or) during Fair due to failure of structure, etc., and compensation if any to be borne by the contractor.

VII **DEMOLITION OF WORKS :**

35. The demolition work of the pavilion should be started only after five days from the date of closure of the fair.
36. The demolition work should be completed within a period of five days from the expiry of the five days mentioned above and the site should be cleared of all materials.

VIII **EMPLOYMENT OF LABOURS :**

37. The Contractor shall abide by the contractors, labour regulations of the P.W.D. formed by the Govt. of TamilNadu.
38. The contractor should harmoniously co-operate with other contractors working in the fair.

39. The work should be carried out with least hindrance to the existing structures, fixtures, etc., in the area and the contractor will be responsible for any damage to other properties caused in the course of execution of work and also dismantling and removing the pavilion shall be made good at his own cost without any extra charge.
40. The S.E. (Bldgs) will be at liberty to carry out the work through any other agencies in the interest of work without assigning any reasons to the contractor if he is not satisfied with the progress and quality of work.
41. If any part of item of work described in the tender specification is not carried out as per the specification, payment of such items will not be made. The decision of S.E. (Bldgs) is final in this regard and cannot be questioned on any account.

IX **MODE OF PAYMENT :**

42. The payment will be made based on the certificate of payment method for the amount quoted in tender by the successful tenderer for erecting the pavilion as per prototype model submitted along with tender. The completion of the work has to be certified by the S.E. (Bldgs). If any work done apart from that shown in the prototype model at later stage as per instructions of the official for improving the pavilion, the payment will be made based on the actual bills plus 10% as contractors profit.
43. Final payment will be made after the closure of the fair. If found justifiable interim payment will be made based on value of work carried out, but this is not obligatory.

X **CERTIFICATES TO BE ENCLOSED :**

44. The tenderers should clearly state their experience in similar works carried out by them while tendering. They should also enclose the testimonials, list of works executed, list of awards received if any.

XI **SELECTION OF TENDER :**

45. The tender will be decided on the basis of the selection of best and attractive prototype model by the high level Selection Committee and the financial bid of the selected model only will be opened.

XII **REJECTION :**

46. The Competent authority of Corporation of Chennai shall have right to select or reject any tender without assigning any reason.
47. The tender value should be below Rs.12,50,000/- (Rupees Twelve lakhs fifty thousands only). (Schedule-A Rs.5 Lakhs, schedule-B Rs.5.5 and schedule-C Rs.2 Lakhs only **The tender whose value is above Rs.12,50,000/- will be rejected summarily.**

XIII **PAYMENT OF SECURITY DEPOSIT :**

48. The tenderer who has been awarded the work has to pay Security Deposit of 2% of the tendered amount quoted by the tenderer as per clause 1.5.1. of the tender.
49. The tender clause No.4.11 and 1-22 are deleted.
50. The photographs and other materials handed over to the contractor for Blow up, fixing & display are the property of Chennai Corporation. The same should be handed over back to Corporation while taking up the demolition work.
51. Fire fighting equipments should be erected at the Pavilion as per the norms of Tourism Dept.
52. The Pavilion as well as the materials display materials, Photograph supplied by Corporation of Chennai should be insured against any calamities.

Name & Address of the tenderer

Station :

Date :

SCHEDULE -A

Construction and Erection of Corporation of Chennai Pavilion including Supplying of new Models, Repairing existing Models, Rental ,Electrical consumption charges etc., during 37th India Tourist and Industrial Fair 2011 at Island Ground(Removing the hired items only after completion of Fair) in Dn-28. Zone-II

SL. NO.	QTY.	DESCRIPTION OF WORK.	RATE Rs/UNIT.	AMOUNT RS.
		Construction and Erection of Chennai Corporation Pavilion with front and side facade, interior & exterior decorations, including provisions for display panels, platforms for display models, including new 4mm thick plywood partitions inside the pavilion wherever necessary and including electrical fittings etc., complete during 37 th India Tourist and Industrial Fair 2011.(Hire charges only) Note : Please refer tender above condition no.10&13		
1	20 sq.m	Vinyl Prints Supplying and fixing over sunfoam board or woods, photo blowups of various sizes including scanning, designing and proof print etc., over Orajet Vinyl material Multi colour digital printing (the negative or Photographs will be supplied by COC)		
2	20 sq.m	Vinyl Text Matters Supplying and fixing over sunfoam board or woods, text matters of various sizes including designing and proof print etc., complete Orajet Vinyl material, Multi colour digital printing (the text matters will be supplied by COC)		
3	5 sq.m	Backlit Vinyl Preparation of Multi colour digital backlit Orajet Vinyl print pasted over poly Carbonate imported 3mm sheet, 18mm M.S.Frame, 20 guage 2 Aluminium sheet box, Tube light fitting, illuminations, Designing, Transporting and fixing at Corporation of Chennai Pavilion.		
		The tenderer should quote the rate for the above items, these items should be included in the tender. However, the total cost of the tender amount should not exceed Rs.5,00,000/- The payment for the items will be made according to the site measurements. The quantity mentioned above are only tentative and may vary during execution. If the quantity exceeds the requirement payment will be made according to the quoted rate.		
TOTAL AMOUNT Rs.				

SCHEDULE -B

WORK: Manufacturing , supplying and maintaining new working/Mono Models for various departments of C.O.C(to be handed over to C.O.C)

- 1. Cost for this item of works is Rs.5,50,000 /-**
- 2. For manufacturing new working Models(or) mono models Photograph will be given to the tendered. The tenderer has to submit a detailed report about the materials to be used, size and complete specification has to be submitted.**

The list of models to be prepared and displayed during the fair will be intimated latter

Note: TEN NUMBERS (10nos) OF MONOMODEL AND FOURNUMBERS (4 Nos) OF WORKING MODELS HAS TO BE PREPARED.

The tenderer is expected to give a detailed specification such as quality of materials which the tenderer is indented to use and give a detailed presentation about preparation of working / Mono Model . Also give a size of each model. Each model should be covered with transparent material such that the model should be visible from top and all the side.

SCHEDULE -C

G.I. Sheet Roof and wooden platform

Providing covered shed in the vacant space of 2000 sq.ft will be erected in the proposed site allotted for Corporation of Chennai pavilion in the 37th Indian Tourist and Industrial fair 2011 by using G.I. Sheet with strong casuarinas poles etc. The front elevation of the shed will be suitable height, platform using 1 1/2 inch thickness wooden plank with adequate support of wooden runners in the size 3"x2" and using casuarinas poles etc. Necessary strong wooden steps and ramp for easy claiming at entrance and exist of the proposed shed to be provided.

Cost for this items of works is Rs.2,00,000/-

NAME OF WORK :- Construction and Erection of Corporation of Chennai Pavilion including Supplying of new Models, Repairing existing Models, Rental ,Electrical consumption charges etc., during 37th India Tourist and Industrial Fair 2011 at Island Ground(Removing the hired items only after completion of Fair) in Dn-28. Zone-II

SL.NO	SCHEDULE	Rates quoted in words and figure	Amount Rs.
1	SCHEDULE-A		
2	SCHEDULE-B		
3	SCHEDULE-C		

Total Amount Rs.

Note : In case of any discrepancy between prices quoted in words and figures, lower of the two shall be considered.