

CORPORATION OF CHENNAI
WORKS DEPARTMENT



Tender for Supply of 3000 m³ of BG graded metal to central asphalt plant
Tender Reference: W.D.C No. CAP / JEM/478 / 2010

LETTER OF TENDER SCHEDULE AND CONITIONS

Tender due date:08/10/2010 _ _ _ _ _

3.00 P.M.

www.chennaicorporation.gov.in

City Engineer
(Works Department)

Cost of Tender Form : Price Rs. 6750/-

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**CORPORATION OF CHENNAI
DEPARTMENT/ZONE
1.TENNER 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 08/10/2010 for the work of ...supply of 3000 m³ of BG graded metal to CAP by confirming to morth - IV Revision - grading 2 Specification.

the tender be in the prescribed form obtainable from the Executive Engineer, Zone or at 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 requestion 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 tender, as per rule 16.4 of the Tamil Nadu Transparency in Tender Rules.

The tenders will be opened by the , City Engineer, W.D. by the Department /Zone. at his office at 3.10 p.m. on 08/10/2010

1-1-2 The tenders 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 in the presence of the tenderer. If any of the tenders or their agent find it inconvenient to the 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 Tenders must be submitted in sealed covers, and should be addressed to the City Engineer Department / Zone, Corporation of Chennai, the name of the tenderer and the name of the work being noted on the cover.

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 authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering Corporation may be required before the contract is executed to furnish evidence of this corporate existence.

1-3 FURNISHING OF CERTIFICATE WITH TENDER

1-3-1.1 Each tender must also send a certificate of income tax clearance and slaes Tax Clearance from the appropriate tax authorities in the form prescribed 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 may be. If the tenders 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 occasion on which the said certificate was produced are given.

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

1-3-2 The Tenderer must also enclose Photostat copy of his/her owning blue metals crushing unit and lorry having a capacity to supply of minimum of 150 m³ BG Graded metal per day.

Signature of the Tenderer

1-4 EARNEST MONEY DEPOSIT

Each tenderer must pay, as earnest Money a sum of Rs. 13,500/- (Rupees Thirteen thousand five hundred only)... by Bank draft from Nationalised Bank towards the payment of EMD only assigned in favour of the Commissioner, Corporation of Chennai or in cash into the Corporation Treasury to the credit of deposits and enclose with his tender the chalan 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 authorised by the Department/zone, by suitable endorsement on the chalans. 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 chalan 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 scrips/deposits/Accounts pledged in favour of Commissioner, Corporation of Chennai. However it is open to the Commissioner to insist on higher deposits as per rules in force.

1-5-2 When a tender is to be accepted the tender 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 fulfilment of the contract. The security deposit will not bear interest.

1-5-3 On receipt of written communication of acceptance of tender 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.

As per the Council Resolution No. 584/86 the percentage of security deposit to be fixed for various percentages of rebates are as follows:

Percentage of rebate	Percentage of security Deposited to be fixed
Up to 10%	2%
Up to 20%	3%
Up to 30%	4%
Up to 30%	5%

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, correspondence,

Written communications of a 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, it 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. The written agreement to be entered into between the contractor 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 completed until the agreement has first been signed by the contractor and then by the Commissioner, Corporation of Chennai.

1-5-5 TENDER CLAUSE

Additional Security Deposit

As per Council Resolution N. 456/2002, Dt : 28-11-2002 the amount of Additional Security Deposit to be paid by the Contractor along with the tender for various percentage of rebate are as follows:

Percentage of rebate	Amount of Additional Security Deposite payable in the form of Demand Draft
5 to less than 15%	2%
15% to 20%	50% of Difference between office value of work and Tender amount.
above 20%	Same as above

The Contractors should pay the Additional Security Deposited in the form of Demand Draft drawn in favour of Commissioner while submitting the tender documents.

If any of the contractor has not enclosed Additional Security Deposited for the appropriate value in the form of Demand Draft while submitting tender documents, the tenders of such tenderers will be summarily rejected.

The Demand Draft enclosed for the Additional Security Deposit by the unsuccessful Tenders will be returned after obtaining proper acknowledgement.

If percentage of rebate is above 20% tenderer should furnish the break up details, cost analysis and documents to show previous experience and work on hand with performance certificate showing the satisfactory completion of works entrusted.

1-6 TENDERER TO EXAMINE SSRM/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, 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 Specification. Materials conforming to the IRC/ISI shall be used on the work, and the tenderer shall quote his rates accordingly.

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 his 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 seigniorage, tolls, etc. (The successful tenderer will not be exempted from the payment of any Municipal duty or taxes in consequences of being contractor for the Corporation).

Signature of the Tendere

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. It shall be definitely understood that the Commissioner, Corporation of Chennai, does not accept any responsibility for the corrections or completeness of the schedule and that this schedule is liable to alternations by omissions deductions, or additions at the discretion of the SE /EE (zone) Corporation of Chennai or as set-forth in the conditions of contract. The Tender will, however, base his lumpsum tender on this schedule of quantise. 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 lumpsum for which he will undertake to do the whole work subject to the conditions of contract such lumpsum agreeing with the total amount of Schedule A. This Schedule accompanying the lumpsum tender shall be written legibly and free from from erasures over writings of conversions of figures, corrections, where unavoidable should be made by crossing out, initialling 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 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 recognised, 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 setforth in the conditions of contract. The tenderer shall carefully scrutinise 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 contractors should commence the work within 10 days from the date on which notice that the site thereby handed over to him is served on the contractor and should complete the work within the time limit specified therein.
- 1-14** The tenderer should work out his own rates, without references being made to the Department's current schedule of refer of rates or to the estimate rates which are not open for inspection by tenders.
- 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 will remain as originally entered in the contract. No cartage or incidental charges will be borne by Corporation in connection with this supply.

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 the several parts. The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Executive Engineer certificate if the value of work done, will be required Date of commencement of these programs 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 contractor Lumpsum amount) (2)
Subject to the time specified in the indent placed by the A.E./CAP	100% The work should be completed in all respects within the period of.....months.

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...../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 tenderers must be received in order, and according to instructions.

1-19 POWER FOR REJECTION OF TENDERER

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

1-20 TENDERER TO EMPLOY QUALIFIED TECHNICAL STAFF

The tenderers who are themselves not professionally qualified, shall undertake to employ qualified technical man at their cost to look after the work.

Preference in the selection from among the tenderers will be given other things being equal to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work.

* Note: This paragraph should be scored out if the cost of the work involved is less than Rs. 1.00 lakh.

The Tenderers should therefore state in clear terms whether they are professionally qualified or whether they undertake to employ technical staff and if so give their professional qualifications or of the staff to be employed.

The Contractors shall employ at their cost technically qualified men with sufficient practical experience in major R.C.C Bridges/Sub-way works and allied works to supervise the works who shall always be at site of the work during working hours, personally checking all items of works and paying extra attention to such works as may demand special attention. The scale and qualification for the employment of the technical staff and the rate of the penalty for failure on the part of the contractor to employ the technical staff for the work shall be as indicated below:

Signature of Tenderer

Value of Contract	Scale, qualification for employment of technical staff and minimum qualification	penalty
Above Rs. 1,00,000 and upto Rs.3,00,000	One Diploma holder in Civil Engineering or a retired Supervisor (Civil) from Government service or an autonomous body like the Tamil Nadu Housing Board etc.	Rs. 2,000 per Month
Above Rs. 3,00,000 and upto Rs. 10,00,000	One B.E. Civil or an equivalent Degree holder in Civil Engineer with one year experience or a retired Civil Engineer from Government service or an autonomous body not below the rank of an Assistant Engineer.	Rs. 5,000 per Month
Above Rs.10,00,000 and upto Rs.50,00,000	One B.E. Civil or an equivalent Degree holder in Civil Engineer with three year experience or a retired Civil Engineer from Government service or an autonomous body like the Tamil Nadu housing Board, etc. not below the rank of an Assistant Engineer plus one diploma holder in Civil Engineering or retired Supervisor (Civil) from Government service or an autonomous body like the Tamil Nadu Housing Board, etc.,	Rs. 5,000 + Rs.2,000 per Month

Tenderer when submitting tenders should certify in the tender that they have actually

Inspected the site of work and have based their tenders on such inspection i.e. examining the nature

And extent of various soil at various depths and in density of sub soil water etc.

No alternate tenders based on their designs will be accepted.

1-21 TENDERER TO FURNISH FOR EXPERIENCE & CAPACITY.

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

1-22 ELIGIBILITY FOR SUBMISSION OF TENDERS:

Tenderers who have owning blue metals crushing unit and lorry having a capacity to supply of minimum of 150 m³ BG graded metal per day can only submit Tender documents enclosing the Registration certificate for the appropriate class.

1-2-1 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 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 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 31/12/2009 the 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 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 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.

Signature of the Tenderer

3. Notwithstanding anything contained above in (2) if the Tender accepting an authdecides that the price of the love lowest tendered 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 tendered who has submitting tender has been banned by any procuring entity, he shall not accept the tender of that tendered 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 equality, 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 of the Proprietors and for each of 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 tendered being a non-assessed of Sales Tax, a certificate to the effect that he is not Sales Tax assessee should be enclosed along with the tender.

1-27 RATES TO INCLUDE

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.

1-30 EQUIPMENTS & ORGANISATIONS

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

(a)EQUIPMENT:-

Transport for materials,viz,lorries and carts, concrete mixers compressor vibrators, Winches, cranes, diving sets, pump sets etc.

(b)ORGANISATION: - 1) Technical (2) Unskilled.

(c) Methods that will be adopted to speed up the work to ensure completion within the prescribed time.

1-31 The contractors shall make their own arrangements for all the tools and plants required for the execution of the work. Road rollers and any other equipment if available with the Department may be hired out by the contractor at rates and conditions that may be fixed by the competent authorities, from time to time.

1-32 The Contractor has to make in consultation with the superintending Engineer his own arrangements for forming and maintaining diversion roads for traffic during the execution of work and for which no extra payment will be made by his Dep0artment.

1-33 The levels furnished in the plan are based upon the investigations done by the Department.

If any change in level, water levels,etc. are found during actual execution, the Contractors are bound to accept them and they are not eligible for any extra claim for such change in levels or otherwise.

1-34 As soon as the Contract is accepted, the Contractor should give a programme of work which

He proposes to adopt for execution No.1-16 of Tender Notice.

1-35 CONTRACTOR BARRED FROM TAKING UP WORKS IN DEPARTMENTS/ZONE WHERE RELATIVE IS EMPLOYE D

The contractor shall not be permitted to tender for works in the Dept/Zone (responsible for award and execution of contract)

in which his near relative is posted ad Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intmate the names of persons who are working with him in any capaci8ty or are subsequent employed by him and who are near relatives to any junior Engineer or officer in the Corporation of Chennai.

Any breach of this condition b7 the contractor would render him liable to be removed from the approval list of contractors of his Department.

1-36 CONTRACOTR TO ENGAGE APPRENTICES

The contractor shall preferably comply with the provision of the Apprentices Act.1961 and the rules and orders issued therunder from time to time. If he fails to do so, his failure will be a breach of the contractor and the competent authority, may at his discretion, cancel the contractor or invoke any of the penalties for the breach of contract provide in the agreement. The Contractor shall also be liable to any pecundary liability arising on account of any violation by him of the provision of the Act.

Contractor shall, during the currency of the contract, ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training/State Apprenticeship Adviser, Tamil Nadu. The Contractor shall train them as required for all obiligations of the Employer under the said Act including the liability to make payments to the apprentices as required under the saie Act

Value to Contract	Category	No. to be Appointed
Rs 1 lakh and Upto 3 lakhs	Building Constructor Brick layer	1
Above Rs.3 lakhs and Upto Rs. 10 lakhs	Building Constructor Brick layer diploma Holder in Civil Engineering	1 1 1
Above Rs.10 lakhs and Upto Rs.50 lakhs	Building Constructor Brick layer B.E.(civil) or equivalent degree	1 1 1

“Un;ess the contractor has been exempted from engagement of apprentices by the Director of Employment Training/State Apprenticeship Adviser, a certificate to the effect that the contractor had discharged his obiligation under the said Act,” Stisfactorily” should be obtained from the Director or Employment Training/State Apprenticeship adviser and the same should be produced by the Contractor for final payment in the settlement of the contract”.

1-37 CONTRACT TO EMPLOY I.T.I TRAINED MASONS/ELECTRICIANS:

The Contractor should employ one I.T.I. Trained masons/electrician for every ten masons or partif therof. In case of non availability If I.T.I trained masons/electricians the contractor should obtain the prior approval of the Executive Engineer concerned before proceeding with the contract with the other kinds masons/electricians.

.....DEPARTMENT /ZONE
CORPORATION OF CHENNAI

S.E.....DEPT./E.E.ZONE

DATED;.....

SIGNATURE OF THE TENDERER

CORPORATION OF CHENNAI

2.LETTER OF TENDER

To

The.....
Corporation of Chennai
Chennai

Sir,

2-1 I/We do here by tender and if this tender be a accepted undertake to execute the following works;.....
.....
.....

.....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 provide for in the conditions of contracts for the sum of Rupees'

2-2 Or such other sum as may be arrived at under the clause. Of the Standard Preliminary Specifications relating to "payment on lumpsum basis or by final measurement at unit prices"

2-3 I/We have also completed the price list of the items in Schedule 'A' and 'B' annexed in words and figures for which I/We agree to execute the work When the lumpsum payment under the terms of the agreement is varied by payment on 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 /We have made such examination of the contact document and of the plans, specifications arid quantities, and of the location where the said work is to be done furnished as to enable me/us to thoroughly understand the intention of same and the requirements,convenants,agreements, stipulations and restrictions contained in the contract and in the said plartls and specifications are)d distinctly agree that(/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 said requirements, convenants,agreements stipulation, restrictions and conditions.

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

2-5 I/We enclose herewith Photostat copy of the class of registration certificate for contractor (to be included)

2-6 I/We enclose herewith a chalan for the payment of the sum of Rupees'.....into the Corporation treasury as earnest mon~y 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 morely shall be retained by the Commissioner, Corporation of Chennai as security for the due fulfilment 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 there in fixed or if upon intimation being given to me/us by the ...""....."" ..S.E/E.E.....""..... if acceptance of my /our tender/,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.

2-7 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/us at the time when in due course of post it would be delivered at the address to which it is sent

Signature of the Tenderer

1/We agree that 1/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 completion 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 1/we do so withdraw the tender, then I and 1/we are liable to forfeit the tender deposit.

To be entered in words and figures.

1/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 signed by me/us and then by the commissioner, corporation of Chennai.

2-8 I am / we are professionally qualified and my / our qualifications are given below:

Name	Qualification

2-9 1/we will employ the following technical staff supervising the work, and will see that one is always at site during working hours personally checking all items of work and paying extra attention to such works as require special attention. (e.g) reinforced concrete works.

Name of members of technical staff proposed to be employed	qualifications

Note

- (a) The last clauses should be scored out, if the cost of the work involved is less than Rs. 1,00,000
- (b) The tenderers should score out, the last clause or the penultimate according as they are themselves professionally qualified or undertake to employ technical staff under them.

2-10 1/we agree that the arbitrator for fulfilling the duties set forth in the arbitration clauses of the general condition to the contract shall be

(1) The _____superintending engineer of _____@
 _____Dept in case the value of claim up to Rs. 50,000 and

ii)1/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 to 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.)

Signature of the Tenderer

3. TENDERER'S LETTER AFTER NEGOTIATIONS

In pursuance of negotiation with the Exe.Engineer! Superintending Engineer
of.....Dept/.....
Zone.....

I/We agree to reduce the rates for the items in the schedule as follows

Serial number	Item number	Schedule	Reduce rate per unit

Date.

Signature of the Tenderer

4. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MEDE THIS day of

200 between the Commissioner, Corporation of Chennai (hereinafter called the "Commissioner which expression shall where the context so admits 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

ANDWHEREAS 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 percertSuch security.

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

ANDWHEREAS 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 oif 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 sum of Rupees.

Or such other sum as may be arrived at under the clause of the standard preliminary specification relating to "payment on lumpsum 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 lumpsum 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 .

Signature of the Tenderer

* 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. '...../E.E (zone) in the said conditions shall mean the officer in charge of the.....' '.....' DEPT.J.Zone.. of the corporation who shall be competent 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 arbitration clause of the general condition of contractor shall be superintending engineer.....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 difined 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 container clause 56 of general condition 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 work done will be required. date of commencement of this programmer will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement	Percentage of work completed(based on contract lumpsum amount(2)
Subject to the time specified in the indent placed by the A.E.E/CAP	100%
	The work should be completed in all respects with in the subject to the time specified in the indent placed by the A.E.E/CAP

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 form the date of service of the work order on the contractor.

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

Signature of the Tenderer

++ 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:

TIME SCHEDULE FOR COMPLETION OF WORKS

S.I.No	Department	Below Rs.5.00lks	Rs. 5.00 To 10.00 lks	Above Rs.10.00 lks.
1	Interior roads	3 Month	4 Month	5 Month
2	Private streets	4 Month	5 Month	6 Month
3	Bus route roads	2 Month	3 Month	4 Month
4	Bridges & buildings	6 Month	8 Month	10 Month
5	Stom water drains	3 Month	4 Month	6 Month
6	Foot path works	3 Month	4 Month	6 Month
7	Electrical turn key projects	3 Month	4 Month	5 Month
8	Electrical cable laying	2 Month	3 Month	3 Month

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 payer allow to corporation the sum of rupees', 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 damaged will be levered up too a maximum of 5% of the value of the contract ad if the contractor fails to complete the work even then, action will be taken to terminate the contract and "secure the work at his risk and cost as per provisions of the general conditions of contract of **T.N.EP.**

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

For items of work for which the rates can be derived from 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 by applying the prorate excess or discount for the item of work, from which the rate is delivered; the lesser rate of these two 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 agreements, the rates for payment will be as follows:

When the schedule of rates has not changed during the period from the rate 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

Signature of the Tenderer

- 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 interval by the S.E./E.E. Within fourteen days of the dates 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.

4- 11 MAINTENANCE PERIOD

- (i) The contractor shall maintain the works executed by him in proper repair for a period as specified below:

(a) **CEMENT CONCRETE ROADS :**

The Contractor shall maintain the works executed by him in proper repair for a period of 5 years from date of completion work, in satisfactory condition at his own cost. 2 1/2 % total value of work should be retained for a period 5 years from the date of completion of work, in order to enable the department officers to watch the effect of all seasons on the work. During the maintenance period 5 years the contractor shall undertake rectification of any defect noticed due to the faulty workmanship by the contractor or substandard material used by the contractor in the execution of the work at his own cost.

(b) **BUILDINGS, BRIDGES & STORM WATER DRAINS:-**

The Contractor shall maintain the works executed by him in proper repair for a period of two years from the date of completion of work in satisfactory condition at his own cost. 2 1/2 % the total of work should be retained for a period 2 years from the date of completion of work, in order to enable the department officers to watch the effect of all seasons on the work.

An indemnity bond for a further period of 3 years should be obtained from the contractors in the form approved by the Government. In G.O.Ms.654 dt. 15- 4-88 of P.W.D. so that the contractor shall make good the loss or damage that may be caused to the corporation of Chennai in respect of rectification of any defect noticed due to the faulty workmanship by the contractor, or substandard materials used by the contractor in the execution of the work.

(c) **UP- GRADING AND/ OR STRENGTHENING BUS ROUTE ROADS AND INTERIOR ROADS, PRIVATE STREETS, LAYOUT ROADS & TRAFFIC IMPROVEMENTS :-**

The contractor shall maintain the works executed by him in proper repair for a period of 5 years. From the date of completion of work in satisfactory condition at his own cost. 2 1/2 % of total value of work shall be retained for the said period of 5 years in order to enable the department officers to watch the effect of all seasons on the work. During the maintenance period of 5 years the contractor shall undertake rectification of any defect noticed due to the contractor in the execution of the work at his own cost.

The Retention amount will be refined only after satisfactory performance during the maintenance period of 5 years and the same to be certified by the corporation Engineers.

(d) **LAYING /RELAYING OF CURB COURSE FOR BUS ROUTE ROADS, INTERIOR ROADS, PRIVATE STREETS & LAYOUT ROADS:-**

The contractor shall maintain the works executed by him in proper repair for a period of 5 years from the date of completion of work, in satisfactory condition at his own cost. 2 1/2 % of the total Value of work shall be retained for the said 5 years in order to enable the departmental.

Signature of the Tenderer

Officers to watch the effect of all seasons on the work. During the maintenance period of 5 years, the contractor shall undertake rectification of any defect noticed due to the faulty workmanship by the contractor or substandard materials used by the contractor in the execution of the work at his own cost.

The Retention amount will be refunded only after the satisfactory performance during the maintenance period and the same to be certified by the Corporation Engineers.

In all above 4 categories of works, the security deposit will however be refunded after the expiry of 6 months from the date of completion of the work.

(e) GURANTEE PERIOD OF VEHICLES / MATERIALS FOR MECHANICAL DEPARTMENT:-

The tender/ supplier shall furnish specific guarantee for the vehicles/ materials which is applicable and acceptable by all State Government Departments of Tamil Nadu Government.

In addition to specific guarantee period a maintenance period beyond of minimum 6 months for vehicles supplied beyond the guarantee period shall be responsibilities of supplier,...

Any failure defective performance noticed within the guarantee period as well as with in the maintenance period, the company shall replace the materials repairs free of cost.

For any delay in effecting the supply beyond the delivery period a penalty of Minimum Rs. 100/- per day of delay shall be imposed.

In case of advance payment made if delay noticed delivery period, in addition to penalty Rs.100/- per day, interest will be levied as fixed by corporation of Chennai depending on the current rate of interest prevailing at that time.

(f) GURANTEE PERIOD FOR ELECTRICAL DEPARTMENT :-

The entire installation bearing the fitting and labour shall be guaranteed for 1 year. During this period any fault developed due to defective workmanship or effects in the material supplied shall be attended and rectified by the contractor within 48 hours of receiving such intimations. Failing which the security deposit and retention amount will be forfeited by the corporation and action will be taken to block list the contractor,...

The rate shall be quoted as per enclosed schedule. The percentage of excise duty, sales tax, surcharge on S.T. for the item offered if any extra shall be intimated clearly in the offer. Any defect in the works noticed within the said period of maintenance from the date of final super check measurements shall be made good at the expenses of the contractor.

Signature of the Tenderer

SCHEDULE A

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

(a) The quantities here given are those upon which the lump – sum tender cost of work is based, but they are subject to alterations, omissions, deductions as or additional as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions for the S.S.R.Brr.N.B.P.and other conditions or specification of this contract.

(b) It is to be expressly understood that measured work is to be taken nett (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawing as may be ordered from time to time by the.....

The engineer and the cost calculated by measurement or weight, at the respective prices, without any additional charges for any necessary oror contingent works connected therewith. The rates quoted are for works in site and complete in very respect.

Item No	Probable Quantity		Description of work	SSRB/ TNEB P No	Rate			Unit Words	Amount	
	Figures				Words	Figures			Figures	
1	3000	Cum	Supply of BG graded metal to CAP ny confirming to morth – IV Revision Specification.							
		<u>S.D.B.C</u> <u>GRADING 2</u> <u>IS SEIVE mm</u>	<u>Cumulative % by</u> <u>Wt of total</u> <u>aggragate passing</u>							
		<u>13.2 mm</u>	<u>100</u>							
		<u>9.5</u>	<u>90-100</u>							
		<u>4.75</u>	<u>35-51</u>							
		<u>2.36</u>	<u>24-39</u>							
		<u>1.18</u>	<u>15-30</u>							
		<u>0.60</u>								
		<u>0.30</u>	<u>9-19</u>							
		<u>0.15</u>								
		<u>0.075</u>	<u>3.8</u>							

(Signature of Contractor)

Date:

Note: The second subdivision of this column (i.e. column 3)_ is for entering description in words such as numbers metre. Kg. etc.

Signature of the Tenderer

SCHEDULE - B

List of Drawings			Supplemental List			
Note : All Drawing to be signed by the Contractor as As the officer entering into the contract			As referred in the specifications (including the preliminary specifications of the T.N.B.P./ S.S.R.B			
Serial Number	Drawing Number	Description	Serial Number	Drawing Number	description	Date on which the Drawing was supplied

Signature of the tenderer

SCHEDULE -C

List of specification for the various items of works supplementing those described in schedule "A" by standard specification numbers

Signature of the tenderer

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 shal I unless excluded by or repugnant to the context include his/her heirs, executors, administers 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 tendered for description of work (place of work of supply) and such tender has been accepted subject to the general condition 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 the 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 department 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 commission , 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 year

Now, this dead of indemnify witness that in considered of the contract entrusted to the contractor by the commissioner, corporation of Chennai, the contractor has agreed to the following terms and condition and executed this indemnity bond in conformation 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 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

Signature of the tenderer

From

To

Sir,

Sub : Tender No
For the work of

I have tendered for the above work enclosing E.M.D. for Rs.....

In case my tender is not considered, the E.M.D. furnished by me may be refunded to me. I give below my advance receipt for the amount duly stamped.

Yours faithfully,

ADVANCE STAMPED RECEIPT

Received from Rs

Towards refund of E.M.D. furnished by me along with my tender for the work of

.....

remitted in challan Dated

Signature of the Tenderer

Recommendation of the Head of the Department

Signature and Designation

