GENERAL CONDITION FOR THE TENDER

1. If any corrections or alternations in the specification are made in the Tender Schedule by
   the tenderer, such tender will be summarily rejected.

2. The successful tenderer should not assign or sublet any portion of the contract.

3. The contractor shall himself arrange for the necessary installation and supply of
   electricity power etc., and the water for the work. The department will not incur any
   expenditure on this account. The charges towards temporary connections for temporary
   supply of electricity and water shall also be borne by them.

4. Tenderer should thoroughly acquaint themselves with the tender notice drawings,
   specifications articles of agreement and conditions of contract each tender should
   contain not only rates but also the value of each item of work entered in a separate
   column. All the items being totaled in order to show the aggregate value of each tender.
   The rates quoted by the tenderer is expressed both in words and figures.

5. SPECIFICATION

   ‘Specifications means the standard specifications of, TNPWD, highways Department and any
   particular specifications set out for this particular contract. In the absence of any specification
   issued by the Department, the specifications issued by the Bureau of Indian Standards or sound
   engineering practices will apply.

6. WORKS COMPRISED IN THE CONTRACT

   This contract comprises the execution and completion of the work described or mentioned in
   these specifications and in the schedules here to, annexed and shown up on the drawings
   herein referred o, and all extra works, which may be ordered under the powers herein
   contained. The drawings, specifications, schedules etc., are to be considered as explanatory of
   each other and no advantage shall be taken of any omission in any of these documents

7. DISCREPANCIES

   Should any discrepancy appear in any of the documents and drawings included in the contract,
   or between different parts of the same documents or any ambiguity or insufficiency of
   information, the contractor shall point out the same to the SUPERINTENDING ENGINEER
   Engineer-in-charge in writing and receive his instruction, explanation or decision in the matter,
   before quoting the tender.

8. OMISSIONS

   In the event of anything reasonably necessary or proper to the due and complete performance
   of the work (of which the Engineer shall be the sole judge) being omitted to be shown or
   described in the drawings, specification and schedules, the contractor shall execute and provide
   at the rates quoted in the Bill of Quantities all such omitted works and things as if they had been
severally shown and described and according to the directions of the Engineer and to his satisfaction.

9. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years

10. Bids from Joint ventures are not acceptable

11. To qualify for a package of contracts made up of this contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

12. Each bidder shall submit only one bid for one contract

13. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense

14. A prospective bidder requiring any clarification of the bidding documents may notify the Superintending Engineer (JNNURM) in writing. The Superintending Engineer (JNNURM) will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids.

15. All duties, taxes, and other levies payable by the contractor except service tax under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. Service tax is exempted for this project since it comes under JNNURM project (Centrally sponsored scheme).

16. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

17. Bid evaluation will be based on the bid prices / negotiated price.

18. Any Bid received by the Superintending Engineer (JNNURM) after the deadline prescribed in Clause 20 will be returned unopened to the bidder

19. Modification and Withdrawal of Bids are not accepted.

20. Negotiation is permitted.

21. The Superintending Engineer (JNNURM) reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Superintending Engineer (JNNURM) shall not be taken into account in Bid evaluation.

22. Superintending Engineer (JNNURM)'s Right to Accept any Bid and to Reject any or all Bids

23. Mobilization / Secured advance will not be entertained
24. Selection for qualification will be made by a Tender evaluation committee on the basis of competence of individual bidders.

25. The Superintending Engineer (JNNURM), Tamil Nadu Slum clearance Board, Chennai – 600 005 reserves the right to accept or reject any Bid or to reduce the scope, cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever and The Superintending Engineer (JNNURM), Tamil Nadu Slum clearance Board, Chennai – 600 005 decision on qualifying contractors will be final and binding on all the contractors.

26. It shall be the responsibilities of the successful contractor to undertake their own studies on soil testing and structural design before actual commencement of works. These studies should be duly certified by reputed institution like IIT/Anna University. Any lapse in the future, due to failure on account of soil testing and or (structural design) shall be total responsibility of the contractor in terms of monitory value (or) otherwise.

27. The contractor should take the responsibility to justify the suitable structural designs and any damages to physical properties due to structural failure or soil failure before handing over to the Superintending Engineer (JNNURM) and it should be borne by the contractor.
## CONDITIONS REGARDING THE SCALE AND QUALIFICATION FOR THE EMPLOYMENT OF TECHNICAL STAFF AND THE RATES OF PENALTY FOR FAILURE ON THE PART OF THE CONTRACTORS TO EMPLOY THE TECHNICAL STAFF

### SCHEDULE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Value of Contract</th>
<th>Qualification and No. of Technical Assistants to be employed</th>
<th>Penalty for the failure to employ the technical</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rs. 1 Lakh to Rs. 5 Lakhs</td>
<td>One Diploma Holder in Civil Engineering or not less than one retired Junior Engineer</td>
<td>Rs. 2,000/- per month</td>
</tr>
<tr>
<td>2.</td>
<td>Rs. 5 Lakhs to Rs. 10 Lakhs</td>
<td>One B.E. (Civil) or equivalent degree holder or not less than one retired sub-divisional officer (Assistant Executive Engineer) or one diploma holder with three years experience</td>
<td>Rs. 5,000/- per month</td>
</tr>
<tr>
<td>3.</td>
<td>Rs. 10 Lakhs to Rs. 25 Lakhs</td>
<td>One B.E. (Civil) or equivalent degree holder with three years experience in Civil Engineering works or not less than one retired sub-divisional Officer plus one diploma holder in Civil Engineering with three and five years experience respectively.</td>
<td>Rs. 7,000/- per month</td>
</tr>
</tbody>
</table>
| 4.      | Rs. 25 Lakhs to Rs. 50 Lakhs | One B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired sub-divisional officer or (Retired Assistant Executive Engineer) plus two diploma holders in Civil Engineering or two retired Junior Engineers.  
**Alternative:**  
One B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired sub-divisional officer and one more BE. (Civil or equivalent degree holder. | Rs. 9,000/- per month  
Rs. 10,000/- per month |
| 5.      | Above Rs. 50 Lakhs | Three B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired sub-divisional officer and two more B.E. (Civil) or equivalent degree holder. | Rs/15,000/- per month |

Note: Revised tariff for levy of penalty for non employment of Technical Assistant (As per G.O.Ms. No.181 P.W.(G2) Department, Dt:16.05.03)  
BR No.28, dated:05.12.2003  
(i) For Diploma holder Rs.2,000/- per month / each  
(ii) For Degree holder Rs.5,000/- per month / each
I am / we are professionally qualified and my / our qualification as given below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of members of technical Staff proposed to be employed</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:-

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

14. The tenders should score out the last clause or the penultimate accordingly as they are themselves professionally qualified or under take to employ technical staff under them.

Rate of Progress  
(Fill in from Tender Notice)  
CONTRACTOR

Extra from schedule of quantities  
(Fill in only the table from Tender Notice)  
CONTRACTOR
SPECIAL CONDITION FOR SALES TAX

The Government of Tamil Nadu has amended the provision SEC 38/7c of the TNGST of Act 1959 and the Board has also approved procedure of deduction of Sales Tax for works vide BR No.258, dated:29.11.1999.

1. Transfer of goods involved in works contracts is liable to tax under Sec.3-B/7-C of the Tamil Nadu Gender Sales Tax Act 1959.

2. A new provision under Sec. 7-F for deduction of tax at source is introduced in the Tamil Nadu General Sales Tax Act 1959 by Tamil Nadu Act 15 of 1999 with effect from 10.06.1999.

3. As per this new Sec. 7-F of the Act, every person is responsible for paying any sum to any dealer for execution of works contract shall, at the time of payment of such sum, deduct two percent in respect of civil works contract and four percent in respect of all other works contracts for the total amount payable to such dealers.

Accordingly every contractor has to pay Sales Tax at 2% (Two Percent) in respect of civil works and at 4% (Four Percent) in respect of all other works with effect from 10.06.1999. The Sales Tax will be deducted from the bills paid to the contractor.

SPECIAL CONDITION

As per the Government order the shrinkage period will be Two years from the date of completion as against the practice of six months in order to watch the effect of all seasons on the works. Accordingly after completion of work, a sum or equivalent to 5% of the value of work done from the contractors will be retained for the above period for the due fulfillment of contract for all works. Further the contractor should furnish an Indemnity Bond for the further period of three years. After retaining as stipulated and stated above, the balance amount such as E.M.D. may be returned only after the expiry of six months from the date of completion.

ARBITRATION CLAUSE

The arbitration for fulfilling the duties set forth in the arbitration clause of the standard preliminary specification shall be

<table>
<thead>
<tr>
<th>Claims up to Rs.10,000/-</th>
<th>Superintending Engineer, Chennai Circle - II of TNSCB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claims up to Rs.50,000/-</td>
<td>Chief Engineer, TNSCB</td>
</tr>
<tr>
<td>Claims above Rs.50,000/-</td>
<td>Court of Law under jurisdiction of Chennai City</td>
</tr>
</tbody>
</table>
SCHEDULE – A

SCHEDULE OF APPROXIMATE QUANTITIES TO ACCOMPANY THE TENDER FOR THE WORK OF “FILLING THE LOW LYING AREAS TO THE REQUIRED FORMATION LEVEL USING APPROVED QUALITY OF EARTH IN CHENNAI NEAR PERUMBAKKAM PHASE – II IN KANCHIPURAM DISTRICT (PACKAGE – 7).

(A) The quantities here given are those upon which the lumpsum tender cost of the work is based. But they are subject to alternation, omissions, deductions or additions as provided for in the conditions of this contract and not necessarily shown the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions or omissions according to the conditions of the contract as set forth in the preliminary specifications of the detailed standard specifications and other conditions of the specification of this contract.

(B) It is to be expressly understood that the measured work is to be taken net (Not withstanding) any custom of practice to the contrary according to the actual quantities where in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight at the respective prices, without any additional charges for the necessary contingent works connected herewith. The rates quoted are for works in site and complete in every aspects.
SPECIAL CONDITIONS FOR FILLING LOW LYING AREAS

(a) At any time during the execution of work, if it is found that the filling earth is transported from areas other than chosen for deepening Eri, payment will not be made and is liable to attract penalties.

(b) Pre-levels as taken by the Anna University will be given to the contractors for verification before commencement of work. If the contractor represents that the firm is not satisfied with the computation of levels, levels will be taken by Anna University in presence of the contractor. The contractor has to bear the charges. The level furnished by Anna University is the final.

(c) After filling, final levels will be taken by Anna University. The contractor should sign the final levels also. Payment will be made based on the difference between the pre and final levels for the filled-up portions with the filling earth at different stages. The payment will be made as per the quantity computed by Anna University.

(d) If any intermediate payment is desired by the contractor, levels at that stage will be taken and quantity arrived at a deduction in the quantity will be made based on the consolidation achieved. The decision of the Executive Engineer is final and binding for proposing the quantity to be deducted for interim bills.

(e) Pre final payment shall however be restricted only to 90% of the total value of work satisfactorily completed and finally measured for. Pre-final payment will be assessed based on the consolidated final levels. Release of the remaining 10% shall be effected only after and immediate monsoon period of 3 months (October to December), but in any case not later than 12 months (Commencing from the last date of measurements). Shortfall if any should be made good by the contractor.

(f) The contractor shall make his own arrangements for the machineries, power roller, clean fresh water etc., for use on the works and shall meet all charges there for.

Damages for delayed and non completion:- If the contractor fails to complete the work within the period naming class 4 of article of the agreement to be executed or within any extended time allowed by the Board under these presents the contractor shall pay or allow to the Board without prejudice to the rights of the Board under clause 60 and 61 of PS to TNDSS the sum of Rs.10/- (Rupees ten only) for every lakh value of work or part thereof as liquidated and ascertained damaged for every day beyond the said date or extended time as the case may be during which the work shall remain and unfinished except as provided in clause 4 of articles of agreement to be executed and such damaged may be deducted by the board from any money due to the contractors including the security deposit made by him.

(g) The contractor shall employ at his cost necessary watch and ward to safeguard his machineries, plants etc., including barricading and danger lighting where ever the machineries are stationed as well as for the works turned out by him and paid for from time to time till completion including those hired if any.
(h) The contractor shall make his own arrangement for the required machineries such as earth remover, bulldozer, lorry, tipper, power roller, vibratory roller. However, incase the Tamil Nadu Slum Clearance Board arranged for any item of the machineries / equipments, the recovery shall be made as decided by the Tamil Nadu Slum Clearance Board, in addition to mobilization charges.

(i) For any disputes, the cases will be referred to the court of Law under the jurisdiction of Chennai City.

(j) The tenderer is requested to specially note that if any incidental pumping is opted by the tenderer to facilitate his own mode of excavation all incidental charges including pumping shall be borne by him.

(k) Before commencing the work and also during the progress, the contractor shall give notice to the concerned authorities. Viz the Panchayats / Municipalities, the Railway department, Police and other departments or company as may be required to the effect that the work is being taken up in particular locality and necessary diversion of traffic may be arranged for. The contractor shall co-operate with the department concerned and provide for necessary barricading of roads, protection to existing cables, wires etc., during the excavation. The contractor shall provide at his own expenses watching and lighting arrangements during the day and night times and put the required notice board such as “CAUTION-ROAD CLOSED” for traffic etc.,

(l) He should also provide and maintain at his own cost, the necessary supports for under ground cables etc., to afford best protection to them in consultation with the authorities in-charge of the properties and to their best protection.

(m) The rate of excavation shall include charges for bailing and pumping water wherever necessary and no extra payment shall be made for any of these contingent works. The pumping plant, hose pipe connections etc., required for pumping shall be arranged for only by the contractors and no arrangements shall be made for these by the Tamil Nadu Slum Clearance Board.

(n) No payment will be made for the excess earth brought by the contractor and such surplus earth brought to the site shall be disposed off by the contractor at his own cost in the places shown. The written instruction of the TNSCB authorities should be obtained for bringing earth beyond the place originally located for refilling.

(o) Flood damages etc., :- The contractor may take insurance at his cost against losses due to the unprecedented floods and other and naturals calamities. No claim shall be entertained on this account and paid for.

(p) The seignorage and other charges payable to the District Collector are to be borne by the contractor. The contractor should handover all the receipt of full payment made to the District Collector towards seignorage charges paid by him to the Executive Engineer. The receipt shall be in the name of the contractor concerned. If the seignorage charges part or full payment is not made to the District Collector, the amount due to the District Collector will be recovered from the bills.
(q) Payment to the labourers:- The contractor shall note in the event of emergency he shall pay all labourers every day and if this is not done the Board shall make requisite payment and recover the cost from the contractor. The contractor shall not employ child labourer.

(r) Night work: If night work is required to fulfill the agreed rate of progress and to complete the work within the period stipulated time, arrangement shall be made by the contractor including lighting without any claims for any extra rates.

(s) Once the offer of the tender is accepted by the Board if the tenderer choose to withdraw his tender or for any reason refuse to execute the agreement and comply with the terms of the tender and agreement, the amount deposited by the tenderer towards EMD and ASD will be forfeited as per the TNDSS conditions in clause 57.

(t) It is obligatory on part of the contractor to effect recovery of employees “Provident Fund” subscription form his employees who have worked for more than 60 days and remit to the Regional Provident Fund Commissioner.

(u) Only materials capable of giving on compaction in field, a dry density of more than 15.00 KN/m3 shall be used for the filling. For assessment of suitability of the materials for use in the work, the contractor may get the materials duly tested, for compact ability in the laboratory indicated by the Executive Engineer (at the cost of the contractor) in accordance with Proctor’s Procedure. Notionally given a dry density of 16.50 KN/m3 or more on compaction at optimum moisture content in the laboratory are suitable for the work.

(v) Although the laying of materials shall proceed in 15cm layers and further consolidated, dry density tests will be carried out only when a consolidated thickness of 15cm is achieved.

(w) One set of two core samples for every 3000 square meter area of each layer shall be taken and tested. The average dry density shall not be less than 15.00 KN/m3. The contractor shall bear the expenses of the above tests, which shall be carried out in Highways research laboratory or any other lab as directed by the Executive Engineer.

(x) It is hereby made clear that for any stagnation of water or inundation of water due to any reason whatsoever in the filling site or at the commencement of work at the time of handing over of site, for the execution of work or during execution of work, the contractor should make his own arrangement to bailout the water at his own cost. The department will not accept or entertain any plea for bearing this cost or allowing extension of time on this score to complete the work.
FOR CONTRACTOR'S SPECIAL ATTENTION

1. Clean fresh water and river sand shall be used in all cases.

2. Only clean fresh water shall be used on the work. The Contractor shall make his own arrangement for water and shall meet all charges therefore. The special attention of the contractor is drawn to clause 36 of the Preliminary Specification in the T.N.D.S.S. regarding water and lighting.

3. The broken stone for concrete and R.C.C. work should be of granite as passed by the Executive Engineer.

4. All iron work or steel work of every kind except such as is to be embedded in cement concrete shall immediately on arrival at the site be properly scrapped and wire brushed and give a priming coat of approved red lead paint without claim or extra.

5. All fittings and furniture of doors and windows shall be of best quality steel machine made and well happened. The iron holdfasts shall be built up in the walls in cement mortar 1:3 at the time of construction of wall no extra claims shall be due for the same. Wherever holdfasts are to be provided 9" thick walls, these should be fixed with C.C. 1:3:6 using 3/4" size hard broken granite stone jelly proper anchorages and for proper binding. No separate rate for such of concrete filling at hold fasts point will be allowed and this will be measured as masonry along with adjacent masonry.

6. The teakwood shall be best Indian teakwood only and shall be subject to inspection and approved by the Executive Engineer before use on the work. Country wood where specified shall be of best Karimarudu and Mongu for scantling and Aiyni for planks.

7. Holes and chases for electric wiring, water supply and drainage etc., shall be provided as directed during progress of work without any claim for extra.

8. The work shall be carried out with the least hindrance to the adjoining buildings and officers and the contractor will be responsible for any damages, caused to the existing fixtures, electric fitting etc., in the course of execution and the contractors shall make good any such damages without any claim the extra.

9. In the case of ‘T’ beams and ‘L’ beams, the quantities given in the schedule is the quantity of rib portion only. The top flange portion will be always measured with the general slab portion and paid for at the slab rate only. For all R.C.C. work the rate shall include the treatment of bearing as per plate W.No.2 of 1946 as per M.D.S.S. (Page 52 of 952 edition.)

10. Plastering all external corners, edges of beams, edges of doors and windows, openings etc., shall be finished sharp using richer mortar if necessary and also finished truly vertical or horizontal as the case may be the rate of plastering shall include the cost of finishing as above and no separate rate for finishing the corners, edges of beams, etc., will be paid.
11. Fixing iron bars to windows: The methods of measurements for this item of work shall be area of the window frames.

12. If rates are not separately called for similar items of work in different floors the contractor should note one rate applicable for all the floors indicating in the detailed plans. Any claim for extra rates for such items floor-war will not be entertained under any circumstances.

13. The revised preliminary specification of the T.N.D.S.S. are applicable of the contractor as per G.O.2659 P.W.D. dated 23-12-79.

**ADDITIONAL CONDITIONS I AND II**

1. The materials noted in the list enclosed will be supplied departmentally at the work site stores and their cost recovered from the contractors bills at issue rates noted against each.

2. The contractor shall be responsible for safe custody and storage of the materials under dry conditions at the place where the works got approved by the Executive Engineer.

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

4. The contractor shall form his own approach road to the work site for which no extra will be due to him. On completion of the work, the contractor shall not be permitted to remove the materials laid for formation of road. If the contractor is allowed to use the existing roads, he shall maintain them in good condition at his own cost throughout the period of the contract. The contractor's special attention is invited to clauses 35, 36 of Appendix of the P.S. to

5. T.N.D.S.S. and he is requested to provide at his own expense sheds, latrines and urinals for his workmen.

6. If night work is required to fulfil the agreed rates for progress, all arrangements shall be made by the contractor inclusive of lighting without any claim for extra rate.

7. The contractor shall not employ the labour below the age of 12 years and shall also note that he must offer employment to ex-serviceman, ex-toddy tappers and unemployed agricultural labourers as far as possible.

8. Payment will be made on detailed measurement. Any of the items in the schedule may be omitted for radically altered, no variation in the rate shall become payable to the contractor on account of such omissions or variations in quantity.

9. Reference to T.N.D.S.S. No. in the schedule quantities referred to reprint 1952 and addenda and corregenda issued thereafter.

10. The contractor shall abide by the contract labour regulation formed by the Tamil Nadu Government.

11. The contractor shall at his own expense provide or arrange for provision of foot wear for any
labour doing cement mixing work and all other similar types of works involving the use of tar, mortar, etc., to the satisfaction of the Engineering chief and on his failure to do so Government shall be entitled to provide the same and recover the cost from the contractor.

12. When there are complaints of non-payment of wages to the labour, bills of the contractor, may be withheld pending a clearance certificate from the labour department.

SCHEDULE "D"

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

FOR THE PROVISION OF HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

The contractor’s special attention is invited to clauses 35, 36, 42 (60) & 48 of the Preliminary Specification of the Madras Detailed Standard Specification and he is requested to provide at his own expense the following amenities to the satisfaction of the Superintending Engineer.

1. FIRST AID :

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

2. DRINKING WATER :

1. Water of good quality fit for drinking purposes shall be provided for the work people on a scale of not less than 8 gallens per head per day
2. Where drinking water is obtained from an intermittence public water supply, each work place shall be provided with storage tank where such drinking water shall be stored.
3. Every water supply storage shall be at a distance of not less than 50 ft, from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
4. A reliable pump shall be fitted each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done atleast once a month.

3. WASHING AND BATHING PLACES :

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

4. LATRINES AND URINALS :
There shall be provided within the precincts of every work places, latrines and urinals in an accessible place and the accommodation, separately for each of them shall be on the following scale or on the scale so directed by the Superintending Engineer in any particular case:

<table>
<thead>
<tr>
<th>Seats</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Where the No. of persons employed exceed 50</td>
<td>2</td>
</tr>
<tr>
<td>(ii) Where the No. of persons employed exceed 50 but does not exceed 100</td>
<td>3</td>
</tr>
<tr>
<td>(iii) For every additional 100</td>
<td>3</td>
</tr>
</tbody>
</table>

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

Except in work places provided with water flushed latrines connected with a water store sewage system all latrine shall be provided with receptable on dry earth system which shall be cleaned atleast four times daily and atleast twice during working hours and kept in a strictly sanitary condition. The receptances shall be tarred inside and outside atleast once a year.

The excreta from the latrines shall be disposed off at the contractor’s expenses to the outway pits approved by the local public health authority. The contractor shall also employ adequate No. of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.

5. SHEDS DURING REST:

At the work site there shall be provided, free of cost two suitable sheds one for male and the other for female, rest for the use of labourers.
6. At every work place at which 50 or more women workers are ordinarily employed there shall be provided two huts of suitable for the use of children under age of 5 years belonging to such women. Out hut shall be used for infants games and play and the other as their shed room. The huts shall not be constructed on a lower standard than following.

   a. Thatched Roofs.
   b. Mud floors and walls.
   c. Planks spread over the mud floor and covered with matting.

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

7. CANTEENS :

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

8. SHED FOR WOMEN :

The contractor should provide at his expense sheds for housing his workmen. The shed shall be on a standard not less than the cheap shelter type to live in which the work people in the locality are accustomed to, floor area of about 6' x 5' for 2 person shall be provided. The sheds are to be in rows with 5ft, clear space between rows if conditions could permit. The work people camp shall be laid out in units of 400 persons each unit to have clear a space of 40 ft, all round.

CONDITION REGARDING CONTRACTOR’S RISK AND INSURANCE

The second para in clause 47 of the Preliminary Specification to T.N.D.S.S. is not operative and stands cancelled.

CLauses regarding engagement of apprentices

1. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules an orders issued there under from time to time. If the fails to do so, his failure will be a breach of the contract and the competent authority, may at his discretion cancel the contract or invoke any of the penalties for the breach of contract provided in the agreement. The contractor shall also be liable for and pecuniary liability arising or account of any violation by him of the provisions of the Act.

2. Contractor shall during the currency of the contract ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training / State apprenticeship Adviser, Tamil Nadu. The contractor shall train them as required under the Apprentice Act 1961, and the rules made these under, and shall be, responsible for all obligations of the employer under the said Act including the liability to make payments to the apprentices as required under the said Act.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Value of Contract</th>
<th>Category</th>
<th>No. to be appointed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rs. 1 lakhs and upto Rs. 3 lakhs</td>
<td>1. Building Constructor</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Brick layer</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Above Rs. 3 lakhs and upto Rs. 10 lakhs</td>
<td>1. Building Constructor</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Brick layer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Diploma holder in Civil Engineering</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Above Rs. 10 lakhs and upto Rs. 50 lakhs</td>
<td>1. Building Constructor</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Brick layer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. B. E. (CIVIL) or equivalent degree holder</td>
<td>1</td>
</tr>
</tbody>
</table>

3. Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and Training / State Apprenticeship Adviser, a certificate to the effect that the contractor has discharged his obligation under the said Act, satisfactorily should be obtained from the Director of Employment and Training / State Apprenticeship Adviser and the same should be produced by the contractor for final payment in the settlement of the contract.