

GOVERNMENT OF TAMIL NADU

Hindu Religious & charitable Endowments Department

Arulmigu Kapaleeswarar Temple, Mylapore, Chennai - 4.

**TENDER DOCUMENTS FOR THE WORK: PROVIDING INTERNAL
AND EXTERNAL ELECTRIFICATION WORKS AT CONSTRUCTION OF
ARCHAKAR & STAFF QUATERS AT NO.45, IN SURVEY NO.2665/1,
NADU STREET, MYLAPORE BELONGS TO ARULMIGHU
KAPALEESWARAR TEMPLE, MYLAPORE, CHENNAI – 4**

TOTAL NO. OF PAGES : 20

No.of.corrections
No.of.overwritings

Signature of contractor

Joint Commissioner/Executive officer

தமிழ்நாடு அரசு – இந்து சமய அறநிலையத்துறை
அருள்மிகு கபாலீசுவரர் திருக்கோயில், மயிலாப்பூர், சென்னை-4.

ஒப்பந்தப்புள்ளி அறிவிப்பு

கீழ்க்கண்ட வரிசை எண். 1 மற்றும் 2 பணிகள்

அரசு துறைகள் (பொதுப்பணித் துறை உட்பட) கட்டிட பணிகளுக்கு பதிவு செய்து தகுதியுள்ள அனுபவம் வாய்ந்த ஒப்பந்ததாரர்கள் மட்டுமே பங்கேற்கலாம்.

வரிசை எண்.3ன் பணி

அரசு துறைகள் (பொதுப்பணித் துறை உட்பட) மின்சார பணிகளுக்கு பதிவு செய்து தகுதியுள்ள அனுபவம் வாய்ந்த ஒப்பந்ததாரர்கள் மட்டுமே பங்கேற்கலாம்.

வ. எண்	வேலை விவரம்	ஒப்பந்தப் புள்ளி மதிப்புத் தொகை ரூ.	பணி முடிக்க வேண்டிய காலம்	முன் வைப்புத் தொகை ரூ.	ஒப்பந்த புள்ளி படிவம் விலை வரிகள் உட்பட
1.	அருள்மிகு கபாலீசுவரர் திருக்கோயிலுக்குச் சொந்தமான எண்.45, நடுத்தெரு, சென்னை-4ல் திருக்கோயில் அர்ச்சகர்கள் மற்றும் பணியாளர்களுக்கு அடுக்குமாடி குடியிருப்பு கட்டும் பணி.	3,08,50,269/-	11 மாதம்	1,65,000/-	16,800/-
2.	அருள்மிகு கபாலீசுவரர் திருக்கோயிலுக்குச் சொந்தமான சர்வே எண்.3228, மயிலாப்பூர், மத்தள நாராயணன் தெரு, கதவு எண்.22ல் நிர்வாக அலுவலர் குடியிருப்பு கட்டும் பணி.	35,02,472/-	6 மாதம்	28,000/-	10,080/-
3.	அருள்மிகு கபாலீசுவரர் திருக்கோயிலுக்குச் சொந்தமான எண்.45, நடுத்தெரு, சென்னை-4ல் திருக்கோயில் அர்ச்சகர்கள் மற்றும் பணியாளர்களுக்கு அடுக்குமாடி குடியிருப்பில் மின்சாரப் பணி.	32,74,013/-	11 மாதம்	26,500/-	10,080/-

ஒப்பந்தப்புள்ளி ஆவணங்களை பெற இத்திருக்கோயில் அலுவலகத்தில்

07.03.2022 முதல் 07.04.2022 தேதி வரை விலைத்தொகை செலுத்தியும் அல்லது

www.tntenders.gov.in, www.hrce.tn.gov.in என்ற இணையதளத்திலிருந்து

இலவசமாக பதிவிறக்கமும் செய்து கொள்ளலாம். உறையில் மூடி முத்திரையிடப்பட்ட

ஒப்பந்தப்புள்ளிகள் 08.04.2022 பிற்பகல் 3.00 மணிக்குள் திருக்கோயில்

அலுவலகத்தில் உள்ள டெண்டர் பெட்டியில் சேர்க்க வேண்டும். வரப்பெற்ற

No.of.corrections
No.of.overwritings

Signature of contractor

Joint Commissioner/Executive officer

ஒப்பந்தப்புள்ளிகளை அன்றே 4.00 மணியளவில் ஒப்பந்ததாரர்கள் மற்றும் அலுவலர்கள் முன்னிலையில் திறந்து பதிவு செய்யப்படும்.

ஒப்பந்தப்புள்ளி நிபந்தனைகள் மற்றும் விவரங்கள் திருக்கோயில் அலுவலகத்தில், அலுவலக நேரத்தில் தெரிந்துக்கொள்ளலாம்.

த. காவேரி, எம்.எல்.,
இணை ஆணையர்/செயல் அலுவலர்

பி. விஜயகுமார் ரெட்டி,
தக்கார்.

நிபந்தனைகள்

- 1) மூடி முத்திரையிட்ட ஒப்பந்த புள்ளிகள் மீது இணை ஆணையர்/நிர்வாக அதிகாரி, அருள்மிகு கபாலீசுவரர் திருக்கோயில், மயிலாப்பூர், சென்னை-4" என்ற முகவரி எழுதப்படவேண்டும். ஒப்பந்தக்காரர் பெயர், முகவரி, வேலை விவரம் ஆகியவற்றை உறையின் மீது தெளிவாக குறிப்பிட வேண்டும்.
- 2) ஒவ்வொரு ஒப்பந்தக்காரரும், காலசாலையாக இணைஆணையர்/செயல் அலுவலர் அருள்மிகு கபாலீசுவரர் திருக்கோயில், மயிலாப்பூர், சென்னை-4. என்ற பெயரில் ஒப்பந்த முன்வைப்புத் தொகையை ஒப்பந்தபுள்ளி படிவத்துடன் இணைத்துக் கொடுக்க வேண்டும்.
- 3) மேற்குறிப்பிட்ட காலக் கெடுவுக்குள் வராத ஒப்பந்தபுள்ளிகளும், சரிவர பூர்த்தி செய்யப்படாத ஒப்பந்தபுள்ளிகளும் ஏற்றுக் கொள்ளப்படமாட்டாது.
- 4) ஒப்பந்தபுள்ளி கொடுப்பவர், ஒப்பந்த புள்ளியிலுள்ள விவரத்தைக் கவனித்தும் வேலைகள் நடைபெறவுள்ள இடத்தை நேரில் பார்வையிட்டும், ஒப்பந்தபுள்ளி கொடுத்ததாக கருதப்படும், இதர விவரங்கள் தேவைப்பட்டால் அலுவலகத்தில் கேட்டு தெரிந்து கொள்ளலாம்.
- 5) ஒப்பந்தபுள்ளி கொடுப்பவர்கள், தொகையினை எண்ணாலும், எழுத்தாலும் எழுதிக் கையொப்பமிட்டுக் கொடுக்க வேண்டும். எந்தவித அடித்தல், திருத்தல்களும் இருக்கக் கூடாது. அவ்வாறு இருக்க நேரிடும் ஒவ்வொன்றுக்கும் முழு கையொப்பமிட வேண்டும்.
- 6) ஒப்பந்தக்காரர் குறிப்பிட்ட காலக்கெடுவுக்குள் வேலைகளை திருப்திகரமாக முடித்துக் கொடுத்துவிட வேண்டும். அதில் தவறினால் ஒப்பந்தங்கள் ரத்து செய்யப்பட்டு வேலையை வேறு நபருக்கு மாற்றிக் கொடுக்கப்படும். அதனால் ஏற்படும் எல்லா இழப்புக்களுக்கும் ஒப்பந்தக்காரரே முழுப் பொறுப்பாளி ஆவார். காலதாமதத்திற்கு தண்டம் விதிக்கவும் நிர்வாகத்திற்கு அதிகாரம் உண்டு.
- 7) ஒப்பந்தக்காரர் சாமான்கள், கொட்டகை, சாரம் கட்டுதல் ஆகிய எல்லா ஏற்பாடுகளையும் தாமே செய்து கொள்ள வேண்டும். தளவாடச் சாமான்கள் போன்றவற்றை தம் பொறுப்பிலேயே பாதுகாத்துக் கொள்ள வேண்டும்.
- 8) குறைந்தபட்ச ஒப்பந்தபுள்ளி தொகையே பொதுவாக ஏற்றுக் கொள்ளப்படும். திருக்கோயில் நன்மையைக் கருதி எந்த ஒரு ஒப்பந்தபுள்ளியினையும் அல்லது எல்லா ஒப்பந்தபுள்ளிகளையும் எவ்வித காரணம் காட்டாமல் ஏற்கவோ, நிராகரிக்கவோ "இணை ஆணையர்/நிர்வாக அதிகாரி"க்கு முழு உரிமையுண்டு.
- 9) ஒப்பந்தபுள்ளி அங்கீகாரம் "இந்து சமய அறநிலையச் சட்டம்" மற்றும் விதிகளுக்குட்பட்டது. ஒப்பந்தபுள்ளி முடிவு செய்யப்பட்ட பின்னரே ஏனைய ஒப்பந்ததாரர்களின் முன் வைப்புத் தொகைகள் திருப்பி அளிக்கப்படும்.
- 10) வேலை நடக்கும்போது ஏதாவது அசம்பாவிதங்கள் ஏற்பட்டால் அதற்கு ஒப்பந்தக்காரே முழு பொறுப்பாவார்.
- 11) இதர நிபந்தனைகள் அரசு விதிகளுக்குட்பட்டவை.

மேலும் விவரங்கள் அறிய திருக்கோயில் அலுவலகத்தில் கேட்டும், படித்தும், விவரித்தும் தெரிந்துகொள்ளலாம்.

இணை ஆணையர்/செயல் அலுவலர்.

No.of.corrections
No.of.overwritings

Signature of contractor

Joint Commissioner/Executive officer

SCHEDULE 'A'

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

6. The Quantities given here are those upon which the lumpsum tender cost of the work is based but they are subject to alternations omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The units rates noted below are those Governing payment for extras or deductions or omissions according to the condition of the contract as set forth in the preliminary specification of the TAMIL NADU BUILDING PRACTICE and other conditions or specifications of the contract.
7. It is to expressly understood that the measured work is to be taken not (Not withstanding) any custom or practice the contrary according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by Joint Commissioner / Executive officer Arulmigu Kapaleeswarar temple, Mylapore, chennai-41. And the cost calculated by measurement or weight at the respective prices, without any additional change for any necessary or contingent works connected therewith. The rates quoted are for works in site and complete in every respect.

Item	Probable Quantity	Description of Work	Rate In words & figures	Unit	Amount in figures

vide separate sheet enclosed –

Note: The second sub division of this column(i.e.,column 5) is for entering description in words such as numbers, Cubic Metre, Running metre, Square metre Kg.etc.,

No.of.corrections
No.of.overwritings

Signature of contractor

Joint Commissioner/Executive officer

GOVERNMENT OF TAMIL NADU
Hindu Religious and Charitable Endowment Department
Arulmigu Kapaleeswarar Temple, Mylapore, Chennai-41.

NAME OF WORK	PROVIDING INTERNAL AND EXTERNAL ELECTRIFICATION WORKS AT CONSTRUCTION OF ARCHAKAR & STAFF QUATERS AT NO.45, IN SURVEY NO.2665/1, NADU STREET, MYLAPORE BELONGS TO ARULMIGHU KAPALEESWARAR TEMPLE, MYLAPORE, CHENNAI – 4
Last date of receipt of tender	08.04.2022 / upto 3.00 pm
E.M.D. to be remitted	Rs. 26,500/-
Mode of E.M.D. to be remitted	E.M.D. will be accepted in the shape of Demand Draft of the nationalized and scheduled banks drawn in the name of Joint Commissioner / Executive Officer, Arulmigu Kapaleeswarar temple, Mylapore, chennai-4 No other mode of payment will be accepted.

1. Tender not submitted in sealed cover will be summarily rejected.
2. The rate in the words and figure for each item of schedule should invariably be furnished by the tenderer without fail in appropriate columns, corrections, scribbling, overwriting and erasing on (should be avoided as far as possible) should be attested by the tenderer.
3. The total value of each item of work should be worked out and entered in the amount column. Proper care must be taken in working out the value of each item of work taking in to account the unit for which the rate is quoted and the quantity of work to be done under the item.
4. The total of each page should be noted at the end of each page and carried over to next page. The grand total value of the tender should be worked out and furnished at the end both in words and figures.

No.of.corrections
No.of.overwritings

Signature of contractor

Joint Commissioner/Executive officer

GOVERNMENT OF TAMIL NADU
The Hindu Religious & Charitable Endowments Department
A/M Kapaleeswarar Temple, Mylapore, Chennai-4.

1. For and on behalf of "The Government of Tamil Nadu The Hindu Religious & Charitable Endowments Department A/M Kapaleeswarar Temple, Mylapore, Chennai-4." Sealed tenders are invited for the work of :- **PROVIDING INTERNAL AND EXTERNAL ELECTRIFICATION WORKS AT CONSTRUCTION OF ARCHAKAR & STAFF QUATERS AT NO.45, IN SURVEY NO.2665/1, NADU STREET, MYLAPORE BELONGS TO ARULMIGHU KAPALEESWARAR TEMPLE, MYLAPORE, CHENNAI – 4.** by the Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4. at his office upto 3.00 p.m on 08.04.2022 in person or by Registered Post. The tenders received will be opened by the Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4. at 4.00 p.m. on the same day in the presence of the tenderers who choose to be present at that time. If the last day for receipt of tenders is declared as a Government holiday subsequent to the issue of this notice, the tenders will be received upto 3.00 a.m. of the next working day and opened at 4.00 p.m. on the same day.

2. Period of completion : 11 months

3. The Earnest Money Deposit (EMD) of Rs. **26,500/-** (Rupees twenty six thousand and five hundred only) will be accepted in the shape of Demand Draft of a Schedule Bank drawn in favour of the Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4. payable at Chennai.

4. The tenderer should have valid EA license issued by the Tamilnadu State Electrical license board, Chennai-600 032 and registered as a contractor Class-I and above in this circle/state level jurisdiction Electrical Contractor of Public Work Department are alone eligible to participate in the tender. Copy of the valid license should be enclosed along with tender.

5. The tenderer(s) whose tender is under consideration upon intimation being given to him / them in writing shall attend the office of the Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4. for negotiation within the period specified therein failing which the tender will be rejected. The tenderer(s) whose tender is accepted upon intimation being given in writing shall execute the agreement by signing all documents connected therewith within fifteen days from the receipt of the intimation. Failure to do so shall entail forfeiture of the E.M.D.

8. The E.M.D. is liable to be forfeited if the tenderer withdraws his / their tender after acceptance of the tender.

9. The Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4. reserves the right to reject any or all the tenders received without assigning any reason whatsoever and the Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4. is not bound to accept the lowest tender.

10. Department will not take any responsibility for the delay / loss in transit of the tenders sent by the post.

No.of.corrections
No.of.overwritings

Signature of contractor

Joint Commissioner/Executive officer

GOVERNMENT OF TAMIL NADU
The Hindu Religious & Charitable Endowments Department
A/M Kapaleeswarar Temple, Mylapore, Chennai-4.

CONDITIONS TO ACCOMPANY THE TENDER

Name of work: :- PROVIDING INTERNAL AND EXTERNAL ELECTRIFICATION WORKS AT CONSTRUCTION OF ARCHAKAR & STAFF QUATERS AT NO.45, IN SURVEY NO.2665/1, NADU STREET, MYLAPORE BELONGS TO ARULMIGHU KAPALEESWARAR TEMPLE, MYLAPORE, CHENNAI – 4.

1. The work should be carried out strictly in accordance with the specifications of Public Works Department is and IFR and as per the general conditions of contract.
2. The work should be carried out in co-operation with the occupants of the buildings which are occupied may not be made available for carrying out the work uninterrupted throughout the day.
3. Corrections, if any, in the tender should be attested with dated initial of the tenderer. The rates should be filled in words and figures. If there is any variation between rate in words and figures, the least will only be taken.
4. The rates quoted in the tender should be inclusive of Sales Tax payable under the General Sales Tax Act as amended from time to time including service tax, etc., (including amendment to Act 28/84) and that the contractor is responsible to file the Sales Tax return and pay the amount of tax as demanded by the Commercial Taxes Department. No request for payment of Sales Tax separately in addition to tendered rates due to any subsequent levy or increase in tax will be entertained vide Clause 38(2) of General Conditions of contract.
5. The tender conditions should also be returned along with the tender duly signed by the tenderer in all the pages.
6. The Joint Commissioner/Executive Officer reserves himself the right to reject any or all the tenders received or to drop any of the proposals without assigning any reasons.
7. The tender should be valid for a period of two months from the date of tender.
8. The date of intimation by the Assistant Executive Engineer (Electrical) concerned shall be deemed to be the date of commencement of the work.
9. Failure to remit the required security deposit and enter into agreement within the prescribed period of intimation of acceptance of tender, shall entail forfeiture of the Earnest Money Deposit.
10. All the materials to be used in the work should be of best quality with I.S.I. mark for which BIS have prescribed the specification/code. Approval for use for each type of materials on any work should be obtained from the Department Officials HR&CE before use on work.
11. The contractor shall make his own arrangements to transport the materials to the work spot at his risk and cost. The contractor shall be responsible for the safe custody and storage of the materials under dry conditions near the work spot as approved by the Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4.

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12. The contractor shall be liable to set right all defects arising out of the faulty execution (or) sub- standard work noticed during the Twelve months period from the date of bringing the installation into beneficial use at his cost.
13. For slow progress of works, bad workmanship/leaving the work in incomplete shape, the department will take action to impose fine as per the Departmental rules.
14. When there are complaints of non-payment of wages to the laborers, the bills of the contractor will be withheld pending clearance certificate from the Labour Department.
15. The work may be awarded in whole or in part and the quantity may, at the discretion of the Joint Commissioner/Executive Officer, A/M.Kapaleeswarar Temple, Mylapore, Chennai 4. be increased or decreased or omitted during the execution of the work.
16. In case, if it is found necessary, the contractor should be at the premises at the time of connection of the installations to the supply mains and afford all facilities for testing and commissioning.
17. Meager test should be conducted by the tenderer, after completion of the work at his cost without any extra claim.
18. Any of the item in the schedule, may be omitted or radically altered. No variation in rate shall become payable to the contractor on account of such omission (or) variations in the quantities, but payment will be made on detailed measurement basis.
19. If required, before the payment of final bill, the contractor shall also reproduce a certificate from the Income Tax authority that all the Income Tax payable upto date had been paid.
20. The contractor shall also note that he/they must offer employment to Ex- serviceman and unemployed agricultural labourers as far as possible.
21. The contractor shall not employ labourers who are below the age of 12 years, and women during 7.00 p.m to 8.00 a.m and during 6 weeks before the expected date of delivery and six weeks after the date of delivery or miscarriage. The contractor shall abide by all Government orders issued from time to time in respect of labour regulations.
22. The contractor shall abide the Contractors' Labour Regulations issued by the Tamilnadu Government from time to time.
23. If high work is required to fulfill the agreed rate of progress, all arrangements shall be made by the contractor including lighting without any claim for extra cost.
24. The contractor engaging the labourers for the work is solely responsible for any accident or death occurring to the labourers while carrying out the work and responsible for such occurrence and also for payment of compensation to such labourers. Further, the Department shall not be held responsible for such occurrence and also for payment of compensation.

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25.Risk Insurance: The work under this contract shall be maintained at the contractor's risk until the work is taken over by the Department. The contractor shall accordingly arrange his/ their own insurance against all natural calamities, rain and other acts of God. During such period, the Government shall not be liable for any loss or damage (vide clause 47 of General Conditions as amended)

26.Safety Code: The safety measures and all amenities for the labourers shall be made by the contractor at his/ their cost as indicated in the Safety code vide appendix to General Conditions of contract and clause 34, 35 and 42-6 of General Conditions of contract.

27.Recovery of dues under Revenue Recovery Act: Any amount falling due from the contractor on account of this contract even after recovering from the bills for this work and any other contract awarded to the contractor, then the amount is liable to be recovered under the provisions of Revenue Recovery Act.

28.The tenderers should quote their TNGST registration number in their covering letter. The final payment will be released only on production of Sales Tax Clearance Certificate from the concerned office.

29.The general arrangement drawing of the transformer / sub-station/ schematic line diagram, etc, wherever required, be prepared in pentaplicate showing the details of all the equipment/ circuits and CEIG's approval obtained. Assistance, if required, will be rendered to the contractor by the Department. The Department will bear the inspection fee payable to the CEIG.

Special Condition of Contract:

30. i) In the case if the tenderer quotes rates at 5% to 15 % less than the department value, he should enclose the additional security deposit at 2% extra on the department value in the manner specified under Rule 14 (1) of Tamilnadu Transparency in Tenders Rules, 2000 in addition to the Earnest Money Deposit and Security Deposit

ii) Similarly, in the case if the tenderer quotes rates at minus 15% and above than the department value, he should enclose the additional security deposit at 50 % of the difference in value on the department value and the quoted value, in the manner as specified under 14 [1] of Tamilnadu Transparency in Tenders Rules, 2000 in addition to the Earnest Money Deposit and Security Deposit

iii) Failure to furnish the additional shall detail cancellation of award of contract and forfeiture of E.M.D. furnished.

iv) The tender documents received without the required Earnest Money Deposit, Security Deposit and the Additional Security Deposit, as indicated above will be treated as non- responsive and summarily rejected at the first instance itself

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31) The contractors registration will be automatically cancelled in case he does not participate in any Tender for continues period of two years. If the contractor does not submit the tender after purchasing tender forms in three consecutive tenders, his registration shall be cancelled.

32) Sales Tax Registration and Deduction of Sales Tax from Bills:

The Tenderers should be required to indicate their sales tax registration memner under the Tamil Nadu General sales Tax Act 1959 in the tender form and produce Sales Tax Clearance certificate issued by the Commercial Tax Department before final settlement of bills.

According to notification issued by the Commissioner of Commercial Taxes, Chennai with regard to Deduction of sales Tax @ sources in respect of works contract in the Tamilnad Government Gazette Chennai dated 31.5.99, a new provision under 7F for deduction of Tax @ Sources is introduced in the TamilNadu General Sales Tax Act,1959 by Tamil Nadu Act 15 of 1999 with effect from 10.6.1999. As per this new section 7F of this Act, at the time of Payment of such some deduction @ 2% (Two percent) in respect of civil works and 4% (Four Percent) in respect of all other works contract from the total amount payable to the contractor and the amount so deducted shall be deposited to the Assessing officer concerned within seven days.

**DEPARTMENT PENALTY CLAUSE AS PER
G.O. Ms. No.2559, Public Works Department, DATED
Extract from the Tamil Nadu Buildings Practice Volume II:**

33. Delays in commencement or progress or neglect of work or suspension of work by the contractor and forfeiture of Earnest Money Security Deposit and withheld amounts.

34.1 Time shall be considered as the essence of the contract. If at any time , the Executive Engineer shall be of the opinion that the contractor is delaying commencement of the work, neglecting or delaying the progress of work as defined in the tabular statement “ Rate of Progress” in the Article of Agreement or the contractor fails to maintain the rate of progress in the Articles of Agreement plus any extension of time or the contractor shall suspend the works or sublet the work or a portion thereof without the sanction of the Executive Engineer or violates any of the provisions of the contract, the Executive Engineer shall so advise the contractor and at the same time demand compliance .If the contractor neglects to comply with such demand within seven days after receipt of such notice , it shall then or at any time be lawful for the Executive Engineer to impose a penalty or forfeiture on the contractor from the deposit of determine the contract

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34.2 The penalty or forfeiture referred to in Clause 57-1 shall not exceed 5% of the value of the work executed and is imposed in cases where the contractor is allowed to proceed with the whole or part and complete the whole or such part of the works. The penalty or forfeiture imposed by the Executive Engineer under this Clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Executive Engineer.

34.3 It shall be a further right of the Executive Engineer to give any part of the work to any other contractor at his discretion or have it done departmentally in order to maintain the rate of progress and the contract shall then be determined for only that portion of the work given to the other contractor or done departmentally. The Forfeiture under Clause 57.2 will in these circumstances be applied and any excess expenditure incurred on this account shall be recovered from the original contractor.

34.4 Determination of the contract referred to in Clause 57.1 shall carry with it the forfeiture of the Security Deposit. After determining the contract, the Executive Engineer shall have the right to give any part of the work to any other contractor in the unexecuted portion of the contract in which case any expenses which may be incurred in excess of such amount which would have been paid to the original contractor of the whole work had been executed by him shall be borne and paid by the original contractor, and may be deducted from any money due to him by the Government under this contract or any other account whatsoever, Provided, also that if the expenses incurred by the Government are less than the amount payable to the contractor at his agreement rates, the difference will not be paid to the contractor.

34.5 In the event of any one of the above Clauses being adopted by the Executive Engineer, the contractor shall have no compensation for any loss sustained by him by reason of his having purchased or processed any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any of the provisions aforesaid and the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until the Executive Engineer has certified in writing the performance of such work and the value payable in respect thereof and the shall only be entitled to be paid the value so certified.

In the event of the Executive Engineer putting in force all or any of the powers vested in him under the Clause 57.4 he may, if he so desires, after giving a notice in writing to the contractor, take possession of the works and site and all such plants and materials thereon (or any ground contingencies thereof) and all such plant and materials as above mentioned shall thereupon be at the disposal of Government absolutely for the purpose of completing the work after such notices shall have been given, the contractor shall not be at the liberty to remove from the site of work or from the ground contiguous thereto any plant or materials belonging to him which shall have been placed thereon for the purpose of the above work. Government shall not be able to make any payment, to the contractor or account of use of such plant for

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the completion of the works, under the provisions herein before contained. On taking possession of the materials and stores belonging to the contractor or procured by the contractor and intended to be used for the execution of the work or any part thereof, the contractor shall be paid for the same in account, at the contract rates to be certified thereof shall be final, otherwise the Government may give notice in writing to the contractor to remove any of his plant or materials from the site and not require for the completion of the works. If such plants or materials are not removed within 14 days after notice shall have been so given, the Government may remove and sell the same, holding the proceeds less the cost of removal and sale, to the credit of the contractor. The Certificate of the Executive Engineer as the expense of any such removal and sale shall be final and binding on the contractor.

LIST OF APPROVED MATERIALS

The following materials are approved for use in electrical works in Electrical Division, HR&CE Chennai.

1. 5A and 15A flush type switches, ceiling Rose, Batten Holder, 5A and 15A, switch and socket combined 5 Amps & 15 Amps plug sockets etc.
KUNDAN/ANCHOR/DASPAN
2. Modular type switch/switch Box/flush mounted socket/Fan Regulator
MK India/ANCHOR ROMA/CRAB TREE
3. Fuse Units
GEM/KUNDAN/ANCHOR/STANDARD/Controls and switchgear
4. Industrial type plug & Sockets
**HAVELLS/HAVER/FLIGHER/BHARTIA CUTLER
HAMMER/LEGRAND**
5. Protection Relays and Auxiliary Relays
SIEMENS/L&T/ALSTHOM/Controls & Switchgear
6. Instruments
AE/IMP/ENERCON/SECURE
7. CTs/PTs
KAPPA/PRAGATHI/INSTRANS/AE
8. Control switch/Indication Lamps/Push Button
SIEMENS/TEKNICK/KAYCEE/L&T
9. Iron and Metal Clad switches and Double break metal switches with HRC fuses or rewirable fuses.
GEM/KUNDAN/HPL/HAVELLS/STANDARD
10. Special type main switches Cubical type
L&T/ENGLISH ELECTRIC/SIEMENS
11. Water tight bulk head fitting
PHILIPS/BAJAJ/CROMPTON GREAVES/K-LITE
12. LTUG Cables & H.T.U.G. Cables
**TROPODUR/CCI/UNISTAR/PARAGON/RALLISON/UNIFLEX/HAVELLS/POLYCAB/RPG/FI
NOLEX**

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13. Cable Termination kits
CCI/RAYCHEM/BIRLA-3M/M-SEAL
14. Cable glands
COMET/PRABHAT/STANDARD
15. Cable trays & accessories
PROFAB/TECHNOFAB
16. Rising Mains
C&S/MERLIN GERIN/GE/KLOCKNER MOELL
17. Wiring Cables PVC sheathed and unsheathed copper cables.
**KUNDAN/RRCABLES/ORBIT/FINOLEX/ATLAS/Q-FLEX/POLYCAB/INDO
ASIAN/HAVELLS/L&T/RPG/ANCHOR/ATC CABLES/TEKMAK/V-GUARD/DASPA**
18. Distribution Board
KUNDAN/GEM/STANDARD/HPL/HAVELLS
19. Fluorescent fittings
**FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON
GREAVES/BAJAJ/PHILIPS/WIPRO/HAVELLS**
20. PL & CFL fittings/Lamps
PHILIPS/OSRAM/ANCHOR/CROMPTON/DASPA
21. Street light fluorescent fitting
FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON GREAVES/BAJAJ/PHILIPS/WIPRO
22. Decorative type fluorescent fitting
FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON GREAVES/BAJAJ/PHILIPS/WIPRO
23. Special type decorative box type & Street light fittings
PHILIPS/CROMPTON GREAVES/WIPRO
24. MCB, ELCB, RCCB
**GEM/KUNDAN/STANDARD/HPL/HAVELLS/LEGRAND (MDS) HAGER (L&T)/ MERLIN
GERIN/AXIOM**
25. Moulded Case Circuit Breakere
MERLIN GERIN/SIEMENS/SSG/GE/ABB
26. Ceiling fans, exhaust fans, table fans, wall mounting fans and pedestal fan
**CROMPTONGREAVES/USHA/ORIENT/BAJAJ/KHAITHAN/HAVELLS/ALMONARD/
ROOPA/APEX LEHAR/ORTEM/MARC**
27. Stepped Electronic square type fan Regulator and Dimmer type Electronic square type Fan
Regulator.
ANHOR DELUXE/CROMPTON GREAVES
28. Storage type Water Heaters
VENUS/RECOLD/ELAC/MARC
29. Indoor VCB
EXCEL/STALMAC

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The material used should be got approved by the Department Officials HR&CE of the Department during execution.

The makes specified if any in the agreement should be adopted during execution wherever applicable.

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