

**GOVERNMENT OF TAMILNADU**  
**Hindu Religious & Charitable Endowments Department**

**ARULMIGU DEVI BALIAMMAN AND ILANGALIAMMAN THIRUKKOIL**  
**Villivakkam, Chennai - 600049**  
**(E-mail: baliammantemple@gmail.com)**

**Name of Work:**

**CONSTRUCTION OF SENIOR CITIZENS RESIDENCE INCLUSIVE OF  
ALL FACILITY THE LAND BELONGS TO ARULMIGU DEVI BALIAMMAN AND  
ILANGALIAMMAN THIRUKKOIL AT VILLIVAKKAM, CHENNAI DISTRICT.**

**PART II - PRICE TENDER**

Contractor

Executive officer  
Arulmigu Devi Balamman and  
Ilankalamman Temple  
Villivakkam, Chennai-49

**PART II**  
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## PART – II

From

To  
The Executive officer  
Arulmigu Devi balihaman and  
Ilankalihaman Temple  
Villivakkam,  
Chennai - 49

Sir,

Sub: Tender for the work of “Construction of Additional New Building for Executive Office Arulmigu Devi Balihaman and Elangkalihaman Temple, Villivakkam, Chennai -600 049 - Reg

Ref: Your Tender Notice no No.1823 / 2022 / K2/ Dated: 22.03.2022

I/we .....do hereby tender and if this tender be accepted undertake to execute the work of ““Construction of Additional New Building for Executive Office Arulmigu Devi Balihaman and Elangkalihaman Temple, Villivakkam, Chennai -600 049 in” as shown in the drawings and described in the specifications deposited in the office of The Executive Officer Arulmigu Devi balihaman and ilankalihaman Temple with such variation by way of alterations (or) additions in and omission from the said works and method of payment as are provided for in the “Conditions of contract for the sum of Rupees .....(to be entered in words and figures.) 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 measurements at unit prices”.

2. I/we have also completed the priced list of items in schedule “A” annexed (in words and figures) for which I/we agree to execute the work and receive payment on measured quantities as per the general conditions to the contract.

3. I/We do 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 Tamilnadu Building Practice and the general conditions to the contract there in and the Tamilnadu Building Practice Addenda Volume; and that I/We have made such examination of the contract documents and of the plans, specifications, quantities and of the location, where the said work is to be done, and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of the same and the requirement, Covenants, stipulations and

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restrictions contained in the contract and in the said plans and specifications and distinctly agree that I /we will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, stipulations restrictions and conditions.

4. I/We ..... being a Registered Contractor in Public Works Department Tamilnadu and enclose an income Tax verification certificate during the current calendar year in respect of ..... (here particulars of the previous occasions on which the certificate was produced should be given). The legal address of the contractor for service of all letters and notices will be as follows:

5. (i) (a) I / We enclose herewith a Chalan for the payment of the sum of Rupees .....  
.....as Earnest Money not to bear interest (to be entered in words and figures).

5. (i) (b) I / We have paid Rs. .... (Rupees  
..... only) as against the E.M.D. of Rs. .... (Rupees  
..... only). Since I am /we are and eligible to pay the E.M.D  
., at concessional rates.

5. (i) (c) In lieu of cash deposits, I / We have enclosed a .....  
bearing No. .... Dated .....  
issued by ..... for a value of Rs.  
..... (Rupees .....  
..... only) drawn / endorsed/pledged in favour of the Commissioner HR & CE  
Department Chennai -34

5. (i) (d) I am / We are .....  
and hence exempted from payment of E.M.D.

6. If my / our Tender is not accepted, this sum shall be returned to me / us on my / our applications when intimation is sent to me/us for rejection or at the expiration of ninety days from the date of this tender, whichever, is earlier. If my/our tender is accepted, the Earnest Money Deposit shall be retained by the Government as security for the due fulfillment of the contract. If upon intimation being given to me/us by the authority authorized by the Governor under Article 299 (i) of the constitution (hereinafter called the accepting authority) of acceptance of my / our tender and if I /we fail to make the additional security deposit, or to enter into required agreement (as specified in class IV of the tender notice) then I/We agree to the forfeiture of the Earnest Money Deposit. Any notice required to be served on me / us hereunder shall be sufficient served on me/us if delivered to me / us personally or forwarded, to

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me/us by post to (Registered or ordinary) or left at the mail address given herein. Such notice shall, if sent by post be deemed to have been served, on me/us at the time when in due course of post, it would be delivered at the address to which it is sent.

7. I/We fully understand that on receipt of communication of acceptance of tender, from the accepting authority there emerges a valid contract between me/us and Executive Officer Arulmigu Devi balihamman and ilankalihamman Temple and the tender documents i.e., tender notice, tender with schedules. General conditions to the contract and special conditions of the tender, negotiation letter, communication of acceptance to tender, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clauses (iv) of tender notice, provided that, it shall be open to the accepting, authority to insist on execution of any written agreement by Tenderer, if administratively considered necessary or expedient.

8. I/We have also examined the copy of the Tamilnadu Building Practice, Preservation and conservation Techniques, Circulars in HRCE Department Tamilnadu, in acknowledgement of being bound by all conditions of the clauses of the General conditions to the contract and all specifications for items of work described in Schedule "A".

9. In consideration of the payment of the said sum of Rupees .....or such other sum as may be arrived at under the clause of the General conditions to the contract relating to payment of lumpsum basis or by final measurement at unit prices I/We agree, subject to said conditions to execute and complete the works shown upon the said drawing serially from Number 1 to 5 inclusive Schedule (B) and described in the specifications Schedule (C) and to the extent of the probable quantities shown in the Schedule (A) with such variations by way of alteration or additions to or deductions from the said work and method of payment therefore as are provided for in the said conditions.

10. The term "Executive Officer Arulmigu Devi balihamman and ilankalihamman Temple" in the said conditions shall be competent to exercise, all the powers and privileges reserved herein in favour of the HR & CE Department Chennai-34, with the previous sanction or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under Article 299(1) of the constitution.

11. I / We agree that the time shall be considered as the essence of this contract and to commence the work, as soon as this contract is accepted by the competent authority as defined in Tamilnadu HRCE Act and the site (or premises) is handed over to me / us as provided for in the said conditions and agree to complete the work **within 18 (Eighteen)** months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular

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statement "Rate of progress" subject nevertheless to the provision for extension of time contained in clause 56 of the General conditions to the contract appended to Tamilnadu building practice.

12. I /We agree that upon the terms and conditions of this contract, being fulfilled and performed to the satisfaction of Commissioner, the Security deposited by me/us as herein before cited or such portion thereof, as I/We may be entitled to, under the said conditions be paid back to me/us as provided in clause 64 of the General conditions to the contract.

13. I am / We are professionally qualified and my/our qualifications are as follows:

I/We in pursuance of **clause 11** of tender notice under take to employ the following technical staff for supervising 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 may require (e.g) reinforced cement concrete works.

| Sl.No. | Name of technical staff proposed to be employed | Qualification and experience |
|--------|---|------------------------------|
| 1.     |   |                              |
| 2.     |   |                              |
| 3.     |   |                              |

14. I /We agree that the Arbitrator for fulfilling the duties set forth in the Arbitration clause of the General conditions to the contract shall be

In case of any dispute or difference between the parties to the contract either during the progress or after the completion of the works or after determination, abandonment or breach of the contract or as to any other matter or thing arising there under except as the matters left to the sole discretion of the Executive Officer Arulmigu Devi balihaman and ilankalihaman Temple under clause 18,20,25-3 - 27-1, 34, 35 and 37 of General conditions of contract or as to the withholding by the Executive Officer Arulmigu Devi balihaman and ilankalihaman Temple of the payment of any bill to which the contractor may claim to be entitled, the either party shall forth with give to the other notice or such of difference and dispute or difference shall be and is hereby referred by the Executive Officer Arulmigu Devi balihaman and ilankalihaman Temple / Tenderer, to an arbitrator, for fulfilling the duties set forth in the Arbitration clause of the General conditions to the contract shall be

The Executive Officer, H.R. & C.E. Department, other than Chennai, in case of value of claim does not exceed **Rs.50,000/-**

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In case of the value of the claim exceeding Rs.50.000/-and the matter will be dealt as per Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.

15. In pursuance of negotiation with the Executive Officer

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

| Sl. No. | Item No. | Schedule | Reduced rate per unit |
|---------|----------|----------|-----------------------|
|         |          |          |                       |

16.. On behalf of the Executive Officer Arulmigu Devi Balamman and Ilankalamman Temple,Villivakkam , Chennai-49 and duly authorized by the Temple) the above tender for a value of Rs. .... (Rupees .....only) is accepted on this day .....of .....2020.

Yours faithfully

Signature of the witness in full and  
address with name in Block letters

Signature and Designation

**We enclose the following documents:**

|   |   |
|---|---|
| 1 | Price Tender duly signed in each page   |
| 2 | Extract of Tamil Nadu Building Practice |
| 3 | Check List                              |
| 4 | List of Drawings                        |
| 5 | Schedule 'A'                            |

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## PART II

|          |  |
|----------|--|
| <b>1</b> | <b>PRICE TENDER</b>  |
| 1.1      | <b>The Price Tender should be kept only in the Part II Cover.</b>  |
| 1.2      | The Rates in the Tender should be quoted as per Schedule “A-1”   |
| 1.3      | The Price should be neatly and legibly written both in figures and words.  |
| 1.4      | In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.   |
| 1.5      | If a Tenderer quotes NIL charges/consideration, the tender shall be treated as unresponsive and will not be considered   |
| 1.6      | <b>“The Price Tender in the Part II Cover”</b> should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.  |
| 1.7      | <p>The quantities given in the Schedule “A” are those upon which the lump sum 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.</p> <p>The unit rates excluding GST Amount, quoted 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 standard specifications for roads and bridges with the MORTH specifications and other condition of specifications of the contract. It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities.</p> <p>When in places and finished according to the drawings, or as may be ordered from time to time by the Collector and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works concerned therewith. The rates quoted excluding GST Amount are for the finished works in situ and complete in every respect.</p> <p><b>The Tenderers should quote their rates excluding GST for the quantity and units specified under metric units under Schedule shall be substituted.</b></p> |
| 1.8      | The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties (except GST), together with all general risks, liabilities and obligations set out in the  |

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|          | Contract. The GST amount will be calculated at 12% of sum of the Bid value <b>(excluding GST) quoted by the bidder for construction Cost specified in the BoQ. The BoQ should include GST (Goods and Services Tax) Amount”.</b>  |
| <b>2</b> | <b>EVALUATION OF THE PRICE TENDER</b>  |
| 2.1      | The Tender Opening Committee will examine for complete, properly signed and error - free nature of the Price tender.   |
| 2.2      | The comparison of the rates offered shall be based on the total all inclusive rates offered (i.e. sum of all inclusive rate offered for all the tendered items).   |
| <b>3</b> | <b>NEGOTIATION</b>   |
| 3.1      | The lowest Tenderer will be identified who quotes lowest total tender price which includes GST as per clause 10 (3) of Tamilnadu Transparency in Tender Act 1998.  |
| 3.2      | Negotiation of rates will be made only with the lowest Tenderer for reducing the quoted rates and the negotiation will be made for the rates quoted to the items in the construction part alone and not for GST amount.  |
| 3.3      | After negotiation with lowest Tenderer, the GST amount will be recalculated at 12% of the sum of the negotiated tender value (excluding GST) for construction cost specified in the BOQ, subject to GST rate applicable from time to time as recommended by the GST Council. |
| <b>4</b> | <b>AWARD OF CONTRACT</b>   |
| 4.1      | To be substantially responsive to the Tender documents and who has offered the lowest evaluated total tender price (Total Quoted Value including the Goods and Services Tax (GST) Amount).   |
| 4.2      | Award of Contract will be made at sole and absolute discretion of the Tender Award Committee of the H.R & C.E., Dept., Chennai which shall be final. No correspondence will be entertained with the unsuccessful Tenderers.  |
| 4.3      | On approval of the lowest tender by the Tender Award Committee of the H.R & C.E. Dept., Chennai, the lowest Tenderer will be informed to remit the Security Deposit to enter into Agreement.   |
| <b>5</b> | <b>SECURITY DEPOSIT / RETENTION MONEY</b>  |
| 5.1      | On receipt of the communication intimating acceptance of the tender from the Executive Officer Arulmigu Devi Balamman and Ilankalamman Temple,Villivakkam , Chennai-49 the successful Tenderer shall furnish a security deposit for an amount                                |

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|          | equivalent to 2% (including the GST Amount) to the total contract value which includes the EMD already paid within 15 days (Fifteen Days) from the date of receipt of work order. If the successful Tenderer fails to execute the contract (i.e.) (sign the agreement) within the aforesaid 15 days time, the earnest money deposit amount remitted with the Pre-Qualification Tender will be forfeited.        |   |
| 5.2      | <b>The Security Deposit in the Shape irrevocable Bank Guarantee will also be accepted (G.O.Ms.No.283/PW(G2)Dept./Dt.21.05.99).</b>  |   |
| 5.3      | In addition to the aforesaid security deposit, the Executive Officer, shall deduct from the running account bills equivalent to 5% (Five Percent) of the total value (including the GST amount for all the running account bills) of each bill as Retention Money.  |   |
| 5.4      | Out of the 5% retention amount, 2½ % (Two and half Percent) of the total value of the work so far executed will be released to the contractor on payment of final bill, and in the final bill, the Goods and Services Tax (GST) amount retained in previous payment has to be released to the contractor without interest .   |   |
| 5.5      | And the balance 2½% will be retained for a period of one year from the date of completion of the work (or) as soon after the expiration of such period of one year as all defects shall have been made good according to the true intent and meaning there of whichever shall happen last, in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor . |   |
| 5.6      | The retention money of 2½% including GST (Two and a Half Percent) of the total value of contract after deducting any amount due to the department, shall be refunded to the Contractor without interest after the defects liabilities attached to the contractor is over subject to the following conditions:.  |   |
|          | (i)   | The Executive Officer concerned should certify that no liability is due from the contractor.  |
|          | (ii)  | The Contractor should execute and produce an indemnity bond for further period of "FOUR" Years indemnifying the Government against any loss or expenditure incurred to rectify any defects noticed due to faulty workmanship by the contractor or substandard materials used by the contractor during the period of "four" years. |
| <b>6</b> | <b>ADDITIONAL SECURITY DEPOSIT</b>  |   |
|          | Additional security deposit will have to paid by successful Tenderer if called for, in the following conditions <b>(G.O.Ms.No.283/PW(G2)Dept./Dt.21.05.99).</b><br>In case, if the Tenderer quotes rates at 5% to 15% less than the department  |   |

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|            |   |
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|            | <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>7</b>   | <b>RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS</b>   |
|            | The Tender accepting Authority reserves the rights to accept and reject as per provisions contained in Clause No. 10 and 12 of Tamilnadu Transparency in Tenders Act 1998.  |
| <b>8</b>   | <b>AGREEMENT</b>  |
| <b>8.1</b> | The successful Tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the Tenderer will be forfeited besides cancelling the Tender.  |
| <b>8.2</b> | <b>The Period of Completion for this work is 18 (Eighteen) Months.</b>  |
| <b>9</b>   | <b>ISSUE OF WORK ORDER</b>  |
|            | After payment of Security Deposit and successful execution of the agreement, work Order will be released within 10 days by the Executive Officer Arulmigu Devi Balamman and Ilankalamman Temple, Villivakkam, Chennai-49  |
| <b>10</b>  | <b>EMPLOYMENT OF TECHNICAL PERSONNEL</b>  |
| 10.1       | The Tenderers shall undertake to employ the qualified Technical Persons at their cost to look after the work.   |
| 10.2       | The Tenderer who are themselves not professionally qualified shall undertake to employ the qualified technical men at their cost to look after the work. The tenders should   |

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|           |   |
|-----------|---|
|           | state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the department specified in the schedule below for the work. In case the selected Tenderer is professionally qualified or whether they undertake to employ Technical men required by the department specified in the schedule below for the work. In case the selected Tenderer is professionally qualified or has undertaken to employ technical men under him, he should see that one of the technically qualified men should always be at site of the work during working hours personally checking all the items of works and paying extra attention to such works as may demand special attention e.g. reinforced concrete works etc. |
| 10.3      | A penalty of Rs.5000/- per month per Project Engineer and Rs.5000/- per month per Site Engineer be levied in the case of default on the part of contractors in following the norms laid down above.   |
| 10.4      | It will not be incumbent on the part of the contractors to employ Site Engineers / Technical Assistant when the work is kept in abeyance due to valid reasons and if during such period in the opinion of the Executive Officer / Executive Officer the employment of Technical Assistant / Assistants is not required for the due fulfillment of the contract.   |
| <b>11</b> | <b>GST RATES AT 12% FOR WORKS CONTRACT</b>  |
| 11.1      | The Contractor should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The Central Goods and Services (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) on works contracts for Government work was finally notified at 12 percent. As per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.  |
| 11.2      | The Government of India has notified vide Notification No.20/ 2017- Central Tax (Rate), Dated: 22nd August 2017 and NotificationNo.24/ 2017- Central Tax (Rate), dated: 21st September 2017, the concessional rate of the Goods and Services Tax (GST) at 12% [CGST at 6% + SGST at 6%] is leviable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.   |
| 11.3      | And the GST amount will be calculated at 12% from the sum of total tendered value quoted by the Tenderer for Construction cost / Electrical works cost (excluding GST)  |

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|             |  |
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|             | specified in the Bill of Quantities, subject to GST rate applicable from time to time as recommended by the GST Council.   |
| <b>11.4</b> | <b>INPUT TAX CREDIT (ITC)</b>  |
| 11.4.1      | As per Notification 202, dated: 29.06.2017 and as per sub-section (2) of section 7 of the Tamil Nadu Goods and Services Act 2017, (Tamil Nadu Act 19 of 2017) activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service  |
| 11.4.2      | As per Chapter IX (Section 41) of the Tamil Nadu Goods and Services Act 2017, every registered persons may be entitled to take the credit of eligible input tax, as self-assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit register  |
| <b>12</b>   | <b>PAYMENT TERMS</b>   |
| 12.1        | No Advance Payment shall be made by the Temple.  |
| 12.2        | Part or complete Payment will be made only on satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the Measurement Book  |
| 12.3        | <b>For every Bill, 12% of GST will be paid to the contractor based on the value of work done for Construction by the Employer. After the payment including 12% of GST, the Contractor should pay the GST Amount to Government through his GST Registration No. Also the contractor needs to submit the Material purchase bill mentioning the name of the work/s in the package and GST No. to the Employer</b> |
| 12.4        | <b>First Bill Payment</b>  |
|             | At the time of payment for first running account bill, the contractor should <b>produce</b> the GST paid details on Goods (Materials) to the Employer for Input Tax Credit (ITC).  |
| 12.5        | <b>Intermediate Bill Payment:</b>  |
|             | At the time of payment for next running account bills, the contractor should produce the GST paid details of services upto previous bill payment (i.e. GST paid detail for the previous work bill) along with Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer.  |
| 12.6        | <b>Final Bill Payment</b>  |
|             | The contractor should produce the GST paid details for all the materials used for construction work and GST paid details of services for the upto previous payment (i.e. GST paid detail for the upto previous work bill) to the Employer along with Input Tax Credit (ITC)  |

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|      |   |
|------|---|
|      | availed at the time of payment of final bill to the employer.   |
| 12.7 | <b>Submission of GST Paid details of Final Bill</b>   |
|      | The GST paid details for the final work bill payment made, to be submitted by the contractor to the employer in few days after getting payment”.  |
| 12.8 | <b>INCOME TAX</b>   |
|      | Income Tax at the rates applicable will be deducted and remitted to Income Tax Department as per Income Tax Rules   |
| 13   | <b>PRICE ADJUSTMENT CLAUSE</b>  |
| 13.1 | Pending receipt of Amendment to Rule 14(8) of Tamil Nadu Transparency in Tenders Rules, 2000, Price Adjustment clause shall apply for this work as per G.O. (Ms) No.60. Public Works (G2) Department, dated 14.03.2008 and G.O.Ms.No.101 PW(G2) Dept.Dt.10.6.2009.  |
| 13.2 | Full Price adjustment on all the components is applicable, if the contract period is above 12 months as per specified formula   |
| 13.3 | Price adjustment will apply only when the rates exceed or decrease by 3% or more as compared to the estimate rates (RBI Index Price)  |
| 13.4 | The Price adjustment shall be calculated only on the departmental estimated cost of the work  |
| 13.5 | All works for which price escalation / variation is contemplated must have milestones fixed in physical terms and have a prefixed time-line for use of inputs-clearly indicating the nature and quantum of eligible input s to be used for the work for the relevant period between two mile stones/ Price variation / escalation will be applicable for those quantities ‘actually’ used by the contractor including additional quantities, if any used or achieved ahead of the time- line. However, if the contractor does a certain quantity of the work in the third quarter which ought have been done in earlier quarter, price variation/escalation will still be applicable on that quantity at the rates applicable in the relevant quarter as per time-line or period of actual use whichever is less. |
| 13.6 | Liquidated damages will be imposed on the contractor for the lapses/shortfall in achieving the rate of progress as per existing schedule.   |
| 13.7 | The price adjustment mechanism will cease to operate for value of work executed beyond the agreement period. But agreement period shall include the “actual period” for which the work was “suspended officially” and extension of time permitted for any valid reasons such as, war, natural calamities, like flood, earthquake and other risks arising out  |

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|              | of acts of God during the agreement period: work delayed due to the land acquisition process, change in design, change in scope of work. etc., which is given in writing by the Tender Calling Officer of the respective work.  |  |
| 13.8         | Price variation will be calculated once in a quarter as per specified formula from the date of agreement up to the end of agreement period.   |  |
| 13.9         | For the purpose of calculating Price adjustment, the quarter would be reckoned with reference to the quarter of the calendar year in which the agreement is signed.   |  |
| <b>13.10</b> | <b>PRICE ADJUSTMENT CALCULATION</b>   |  |
| 13.10.1      | Contract price shall be adjusted for increase or decrease in rates and price of labour and materials in accordance with the following principles and procedures and as per formula given in the contract data.  |  |
|              | (a)   | The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Executive Officer / Executive Officer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor                                  |
|              | (b)   | The price adjustment shall be determined during each quarter from the formula given in the contract data   |
|              | (c)   | Following expressions and meanings are assigned to the work done during each quarter   |
|              | R =   | Total value of work done during the quarter. It would include the amount of secured advance for materials paid for (if any) during the quarter, less the amount of the secured advance recovered, during the quarter. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed. |
| 13.10.2      | To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs. |  |
| 13.10.3      | <b>ADJUSTMENT FOR LIME / OTHER MATERIALS COMPONENT</b>  |  |
|              | The price adjustment for increase or decrease in the cost of lime and other materials procured by the contractor shall be paid in accordance with the following formula.  |  |
|              | $V_C = 0.85 \times (P_C / 100) \times R \times (C_1 - C_0) / C_0$   |  |
|              | $V_C = \text{Increase or decrease in the cost of work during the quarter under}$  |  |

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|         | consideration due to changes in the rates for lime  |              |   |
|         | C <sub>0</sub> = The all India average Wholesale Price Index for lime / other Materials for the quarter preceding the date of opening of Tenders as published by the Ministry of Industrial Development , Government of India.  |              |   |
|         | C <sub>1</sub> = The all India average Wholesale Price Index for lime / other Materials for the quarter under considerations published by Ministry of Industrial Development , Government of India.   |              |   |
|         | P <sub>C</sub> = Percentage of lime component of the work   |              |   |
| 13.10.4 | <b>ADJUSTMENT FOR LABOUR COMPONENT</b>  |              |   |
|         | The Price adjustment for increase or decrease in the cost of Labour engaged by the Contractor shall be paid in accordance with the following formula, if this component is involved in the work executed during the quarter under consideration   |              |   |
|         | $V_L = 0.85 \times (P_L / 100) \times R \times (L_1 - L_0) / L_0$   |              |   |
|         | V <sub>L</sub> = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of local labour.   |              |   |
|         | L <sub>0</sub> = The average Consumer Price Index for industrial works for the quarter preceding the date of opening of Tenders as published by Labour Bureau provided if the tender is accepted within 90 days or otherwise this date will be reckoned only from the date of signing of agreement. |              |   |
|         | L <sub>1</sub> = The average Consumer Price Index for industrial works for the quarter under consideration as published by Labour Bureau.   |              |   |
|         | P <sub>L</sub> = Percentage of the Labour component of the work   |              |   |
| 14      | <b>MILE STONES</b>  |              |   |
|         | Mile stones shall be fixed in physical terms of progress of works, for every Three months. Preferably, actual quantum of works to be done for every quarter, for the early completion of the project within the specified agreement period.   |              |   |
|         | Period of Execution   |              | Percentage - % of work (Physical)                             |
|         |   |              | During the period                      Upto end of the period |
|         | First   | Three Months | 10 %                      10 %                                |
|         | Second  | Three Months | 15 %                      25 %                                |
|         | Third   | Three Months | 20 %                      45 %                                |
|         | Fourth  | Three Months | 20 %                      65 %                                |

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|      | Fifth   | Three Months | 20 %    | 85 %  |
|      | Sixth   | Three Months | 15 %    | 100 % |
| 15   | <b>LIQUIDATED DAMAGES</b>   |              |         |       |
| 15.1 | If for any reason, which does not entitle the contractor to an extension of time. The rate of progress of works, (or) any section of work is at any time, in the opinion of the Executive Officer, in charge considered to be very slow to ensure the completion within the prescribed time (or) extended time for completion, the Executive Officer, in charge shall notify the contractor in writing and contractor shall there upon take such steps as may be necessary and the Executive Officer, in charge may ask the contractor to expedite progress so as to complete the works (or) section of work within the prescribed time (or) extended time. |              |         |       |
| 15.2 | The contractor shall not entitle for any additional payment for taking such steps. As a result of any notice given by the Executive Officer, in charge under this clause, the contractor may seek the Executive Officer permission to do any work at night hours (or) on Sundays also, which days are recognized locally as days of rest or equivalent recognized days. Such permission shall not be unreasonably refused by the Executive Officer.   |              |         |       |
| 15.3 | If the contractor fails to complete whole of the works(or) any part there of (or) section of the works within the stipulated period of individual quarterly mile stones,(including any bonafied extensions allowed by the competent authority without levying liquidated damages) the Executive Officer concerned may without prejudice to any other method of recovery may deduct 0.1% of contract value per calendar day or part thereof for the period of delays occurred, subject to a maximum of 10% of the contract value.  |              |         |       |
| 15.4 | The penal amount may be recovered from any amount which may be due to be paid for the work done by the contractor. Further, the receipt of payment or deductions of such damages from the contractors shall not relieve the contractor from his obligation to complete the works (or) from any other his obligations and liabilities under the contract.  |              |         |       |
| 15.5 | The liquidated damages for the whole of the work shall be filled up at the time of concluding agreement as below:   |              |         |       |
|      | Mile Stone  | Penalty      |         |       |
|      | Mile Stone - I  | Rs.          | Per Day |       |

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|       | Mile Stone - II   | Rs. | Per Day |
|       | Mile Stone - III  | Rs. | Per Day |
|       | Mile Stone - IV   | Rs. | Per Day |
|       | Mile Stone - V  | Rs. | Per Day |
|       | Mile Stone - VI   | Rs. | Per Day |
| 15.6  | The Milestones shall be fixed at the time of agreement after obtaining programme of work  |     |         |
| 16    | <b>BONUS FOR ADVANCE COMPLETION OF WORK</b>   |     |         |
| 16.1  | Bonus as an incentive for the advance completion of work by the contractor at a minimum of one tenth of the period of the period of completion, shall be entitled for the bonus at 1% on the value of the actual quantum of works executed by the contractor at the tendered rate.  |     |         |
| 16.2  | The Executive Officer, in charge shall in writing notify to his higher authorities about the early completion of the work. It should be ensured that the completion report for the work should have been issued in the case before making payment towards bonus to the contractor.  |     |         |
| 17    | <b>PENALTY</b>  |     |         |
|       | <b>Based on G.O.Ms.NO.2659, Public Works Department, dated 23.12.1970 and Extract from the Tamil Nadu Buildings Practice Volume II</b>  |     |         |
| (i)   | 56. Delays in commencement or progress or neglect of work or suspension of work by the Contractor leads to forfeiture of Earnest Money, Security Deposit and withheld amounts.  |     |         |
| (ii)  | 57.1 Time shall be considered as the essence of the contract. If at any time, the Executive Officer / Executive Officer, shall be of the opinion that the contractor is delaying commencement of the work, neglecting or delaying the progress of work or violates any of the provisions of the contract, the Executive Officer, 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 thereafter be lawful for the Executive Officer, to impose a penalty or forfeiture on the contractor from the deposit or to determine the contract. |     |         |
| (iii) | 57.2 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  |     |         |

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|       | with the whole or part and complete the whole or such part of works. The penalty or forfeiture imposed by the Executive Officer, under this Clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Executive Officer.  |
| (iv)  | 57.3 It shall be a further right of the Executive Officer, 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 other contractor or done departmentally. The forfeiture under Clause 57.2 will in these circumstances be applied and any expenditure incurred on this account shall be recovered from the original contractor.  |
| (v)   | 57.4 Determination of the contractor referred to in Clause 57.1 shall carry with it the forfeiture of the Security Deposit. After determining the contract, the Executive Officer shall have the right to give any part of 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 if 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 Temple under this contract or any other account whatsoever. Provided, also that if the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference will not be paid to the contractor. |
| (vi)  | 57.5 In the event of any one of the above Clauses being adopted by the Executive Officer, 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 the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until the Executive Officer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.   |
| (vii) | 57.6 In the event of the Executive Officer 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 plant and materials thereon (or any ground contiguous thereto) and all such plant and materials as above mentioned   |

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|           | shall thereupon be at the disposal, absolutely for the purpose of completing the work. After such notices shall have been given, the contractor shall not be at liberty to remove from the site of work or from the ground contiguous there to any plant or materials belonging to him which shall have been placed thereon for the purpose of the above work. Department shall not be liable to make any payment to the contractor or account of use of such plant for the completion of the works, under the provision herein before contained.   |
| <b>18</b> | <b>TERMINATION OF THE CONTRACT</b>  |
|           | The Executive Officer reserve the right to terminate the contract at any time during the validity period on account of non-fulfillment of contract or for any of the reasons.   |
| <b>19</b> | <p><b>AMENDMENT TO THE TAMIL NADU TRANSPARENCY IN TENDERS RULES [G.O.Ms.No.309, Finance (Salaries), 17<sup>th</sup> October 2017, Purattasi 31, Hevilambi, Thiruvalluvar Andu – 2048] - No.SRO A-46(d)/2017.</b></p> <p>In exercise of the powers conferred by sub-section (1) of Section 22 of the Tamil Nadu Transparency in Tenders Act, 1998 (Tamil Nadu Act 43 of 1998), the Governor of Tamil Nadu hereby makes the following amendment to the Tamil Nadu Transparency in Tenders rules, 2000.</p> <p>2. The amendment hereby made shall come into force on 17<sup>th</sup> day of October, 2017.</p> <p style="text-align: center;"><b>AMENDMENT</b></p> <p>In the said rules, after rule 13, the following rule shall be inserted, namely:-</p> <p>“13-A. General Condition :- The tender document shall include a condition that all the contractors and sub-contractors hired by main contractors shall engage construction workers registered with the Construction Workers Welfare Board as required under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Central Act 27 of 1996)”</p> |
| <b>20</b> | <b>GENERAL CONDITIONS</b>   |
| 20.1      | Conditional tender in any form will not be accepted.  |
| 20.2      | Any notice regarding any matters, to the contractor shall deemed to be sufficiently served, if given in writing to his usual or last known place of business.   |
| 20.3      | The Executive Officer reserves the right to relax or waive or amend any of the tender conditions.   |
| 20.4      | The successful Tenderer shall not outsource/off load either full or part of the work to any other agency / individual.  |

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| 20.5      | If the performance of the Tenderer is not as per the schedule, then Executive Officer/ Executive Officer reserves the right to cancel / reallocate full or part of the contract, at any stage of the contract execution.   |
| 20.6      | The department will not be responsible for any damage, injury / death to the Contractors vehicle / personnel who may be sent inside temple stock yard and during transit, for removal and / or delivery. The contractor shall be fully responsible for any claim or compensation arising out of accident or injury or death caused to the employees of the contractor claimed by such employee's families or to others during any of their operations. The contractor shall also be responsible for any damage to others. The temple shall not be responsible for any damage / loss to the transport vehicle and /or equipment of the contractors. |
| 20.7      | The Contractor shall be responsible for any loss or damage suffered by this temple due to any act of negligence of the Contractor or his representative or his worker / labour and the contractor shall reimburse the same on demand, failing which this temple have the right to recover / forfeit the same from the Earnest Money Deposit / Security Deposit and any other payment due to the Contractor / or by suit.   |
| 20.8      | The assessment done by the Executive Officer HR & CE Department Chennai -34, in regard on the loss or damage suffered shall be final and binding on the contractor.  |
| 20.9      | The Contractor shall provide necessary insurance to cover their workers/ labourers as may be required under the Industrial Laws. They shall also abide by the provisions of the Contract Labour (Regulation and Abolition) Act, 1971 and the rules made there under and liable to pay any compensation for injury or death to any workmen employed by the contractor under the Workmen's Compensation Act., or General Law.  |
| 20.10     | Conditions such as strike lock out, power cut, non availability of Lorries of required carrying / weighing, capacity or other mode of conveyance etc., will not be accepted as valid reasons for delay in delivery of materials intended.  |
| <b>21</b> | <b>ADDITIONAL CONDITIONS</b>   |
|           | The Tenderer shall examine clearly Tamilnadu Building Practice, Preservation and Conservation Techniques / Circulars in H.R & C.E., Dept., Tamilnadu and General conditions to Contract comprised therein,. All relevant clauses therein are applicable for this contract.   |
| 21.1      | <b>ADDITIONAL CONDITION -1</b>   |
| (i)       | The contractor shall be responsible for the safe custody and storage of materials  |

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|        | under any conditions of the places, where approved by the Executive Officer HR & CE Department Chennai -34  |
| (ii)   | The contractor shall form his own approach road to the works site for which no extra will be due to him. On completion of 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 road he shall maintain them in good condition at his own cost, throughout the period of the contract.   |
| (iii)  | <p>Any surplus materials remaining at the site will not be generally taken over by the department whether before or after the completion or determination of contract. Such materials either which were originally produced by the contractor (or) were issued to them by the department and charged to their accounts are the property of the contractors and can however be taken over by the department if required for use on other which are in progress only the special arrangements and at the prevailing market rates viz., the rates at which the article or articles of a similar description can be procured at a given time from public market.</p> <p>If the materials were originally used by the departments the price allowed to the contractor on requisition shall not exceed the amount charged to the contractor excluding the cost of storage charges if any.</p> |
| (iv)   | The surplus materials which were originally issued to the contractor by the department for use in the work shall not be removed from the site of work without getting the written permission of the Executive Officer HR & CE Department Chennai -34  |
| (v)    | The contractor's special attention is invited to clause 35,36 and 37 in TNBP and he is requested to provide at his own expense sheds, latrines and urinals for his workers.   |
| (vi)   | If night work is required to fulfill the agreed rates of progress all arrangements shall be made by the contractors inclusive of lighting without any claim for extra rates.  |
| (vii)  | The works contract assigned to the Contractor's shall be cancelled if they engage Child Labour in executing works and such contractors should be black listed for 3 years   |
| (viii) | The contractor shall not employ the labour below the age of 18 years and shall also note that he must offer employment to Ex-servicemen ex toddy tappers and unemployed agricultural labourers as far as possible.  |
| (ix)   | Any of the items in the schedule may be omitted or radically altered. No variation in rate shall become payable to contractor on account of such omissions (or) variation in quantities.  |
| (x)    | References to TNBP in the schedule of quantities referred to print in 1985 and 1988   |

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|         | and Addenda and Corrigenda issued thereafter.  |
| (xi)    | The contractor shall abide the contractor's labour regulation framed by the Tamilnadu Government.  |
| (xii)   | In respect of all contract with contract value exceeding Rs.20,000/- income tax 2% of the Gross of amount irrespective of the bill amount payable to the contractor will be recovered at source.   |
| (xiii)  | <b>RISK INSURANCE</b>  |
|         | The work executed by the contractor under this contract shall be maintained at the contractor's risk, until the work is taken over by the Executive Officer or his authorized representative. The department shall not be liable to pay for any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earth quake, other convulsion of nature calamities, risks arising out of acts of God during such period and that the option whether to take insurance coverage or not to cover such risks is left to the contractor. |
| (xiv)   | <b>STANDARD SPECIFICATIONS</b>   |
|         | For detailed description of various items of works to be executed in addition to the brief description given in the Schedule "A-1" and for the rights and obligations of the contractors etc., the attention of the contractors is invited to Tamil Nadu Building Practice which should be followed in all respect both in latter and sprit. The materials used, the workmanship, the mode of execution of the work etc., should confirm the relevant specification on TNBP or Indian Standard Specification as may be specified                     |
| (xv)    | <b>SAFETY CODE</b>   |
|         | The safety measures and all amenities for the labours shall be made by the contractor at his cost as indicated in the Public Works Department Safety Code vide Appendix - 1 to General conditions to contract and Clause 34,35 and 42-1 to 42-7 of General conditions of contract given in Tamil Nadu Building Practice (TNBP) (Extract appended).   |
| (xvi )  | <b>RECOVERY OF DUES UNDER REVENUE RECOVERY ACT</b>   |
| (xvi-a) | Any amount fallen 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 than the amount is liable to be recovered under the provision of Revenue Recovery Act.   |
| (xvi-b) | Unless otherwise provided in the agreement any notice, request, consent or other communication given or required to be given hereunder shall be given by mail or by registered post with return receipt requested in the addresses indicated by the Tenderer and any such notice sent by post shall be deemed to have been served on the date when   |

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|         | in the ordinary course of post, it would have been delivered at the address to which it was sent.   |
| (xvi-c) | In case of unsatisfactory performance of the contractor, during the period of contract the Executive Officer HR & CE Department Chennai -34 has right to terminate the contract forthwith and forfeit the Security Deposit without assigning any reason. The successful Tenderer during the contract period shall not be entitled to claim any increase in the rates either under any circumstances or any special reasons such as strike, price increase in fuel / spare parts / hire charges / taxes / machinery cost / labour wages / driver beta, Toll charges etc., and the Executive Officer / Executive Officer, shall not entertain any representation on the above aspect either from the individual or based on the decision of their Association. If the Tenderer on any of the above scores fails to fulfill the contract, then the security deposit will be forfeited to this Temple account and the Executive Officer, will make necessary arrangements for carry out work through other agencies. If any excess / additional charges are incurred, the Executive Officer will recover the same from the contractor in addition to 10% of the excess charges incurred in the tenure of contract period. |
| (xvi-d) | If during the currency of contract, the contractor or any of his representatives. Workers and agents are found indulging, in any activity which directly or indirectly is prejudicial to the interest of this department or found guilty of   |
| (xvi-e) | Misappropriating, Pilfering or abetting this Temple's property or any attempt thereof.  |
| (xvi-f) | Offering illegal gratification including offering a bribe, reward or advantage etc., pecuniary or otherwise to any officer or employee of this department.  |
| (xvi-g) | Indulging in any malpractice such as forgery, falsification or fabrication of any documents, bills, vouchers, delivery Challans etc., or introduction of any liability in connection with the work with this Temple or indulge in any other act which amounts to an offence punishable under Indian Penal Code or any other enactment.  |
| (xvi-h) | The department without prejudice to other legal right shall have the right to terminate the contract, forfeit the Security Deposit and such other amounts that may be lying with this Temple by way of transport bills. All losses that may be incurred by the temple shall be recovered from the contractor. At any time after the issue of the tender documents and before the opening of the tender, the Executive Officer Arulmigu Devi Balamman and Ilankalamman Temple, Villivakkam, Chennai-49 may make any changes, modifications or amendments to the Tender Documents and shall sent intimation of such   |

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|         | change to all those who have purchased the original tender documents.  |
| (xvi-i) | The works engaged by the Contractor shall be paid, wages by the contractor not less than the minimum wages fixed by the Government from time to time. The Temple is in no way responsible for such payment on any account.   |
| 21.2    | <b>ADDITIONAL CONDITION - II</b>   |
| (i)     | The contractor shall at his own expense provide arrangement for the provision of footwear for any labour doing lime / cement mixing work and all other similar type of work involving the use of Lime mortar etc, to the satisfaction of the Engineer in charge and on his failure to do so Temple shall be entitled to provide same and recover the cost from the contractor.   |
| (ii)    | When there are complaints of nonpayment of wages to the labour, bills of the contractor may be withheld pending a clearance certificate from the labour department   |
| 21.3    | <b>ADDITIONAL CONDITION - III</b>  |
| 21.3.1  | Rules for the provision of Health and Sanitary arrangements for workers employed.<br>The contractor's special attention is invited to clauses 37, 38, 39 and 51 of general conditions of Contract in the TNBP and he is requested to provide at his own expense the following amenities to the satisfaction of the Executive Officer Arulmigu Devi Balamman and Ilankaliyamman Temple,Villivakkam , Chennai-49                                   |
| 21.3.2  | <b>FIRST AID</b>   |
|         | At the work site, yard shall be maintained in a readily accessible place, first aid appliances and medicines including supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in a good order. They shall be placed under the charge of responsible person who shall be readily available during working hours.  |
| 21.3.3  | <b>DRINKING WATER</b>  |
| (i)     | a) Water of good quality fit for drinking purpose shall be provided for the workpeople on scale not less than 15 Liters per head per day.  |
|         | b) Where drinking water is obtained from an intermittent public water supply system each work place shall be provided with storage tank where such drinking water shall be stored.   |
|         | c) Every water supply and storage shall be at a distance of not less than 50 Feet from any latrine drain or sources of pollution where water is to be drawn which is within such proximity 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 wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof. |

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| (ii)   | A reliable pump shall be fitted to each covered well, the trap door shall on kept looked and opened only for cleaning or inspection which shall be done at least once in a month.   |
| 21.3.4 | <b>WASHING AND BATHING PLACES</b>   |
|        | Adequate washing and bathing places shall be provided separately for men and women, such bathing place shall be kept in clean and drained condition bathing (or) washing should not be allowed in or near any drinking well.  |
| 21.3.5 | <b>LATRINES AND URINALS</b>   |
|        | These shall be provided within premises of every work place latrines and urinals in an accessible place and the accommodations separately for each of them shall be on following scale or on the scale as directed by Executive Engineer in any particulars use.  |
| i)     | Where the No., of persons employed does not exceed 50-2 seats   |
| ii)    | Where the No. of persons employed excess 50 but does not exceed 100-3 seats.  |
| iii)   | For every additional 100 persons- 3 seats. If women are employed separate latrines and urinals screened from those for Men shall be provided on the same scale. Except in work place provided with water flush out latrines connected with a water borne sewage system all latrines shall be provided with receptacle on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year. The excreta from the latrines shall be disposed off at the contractor's expenses in out way pipe 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 conditions. |
| 21.3.6 | <b>SHELTERS DURING REST</b>   |
|        | At every work site there shall be provided free of cost two suitable sheds one for meals and other for rest separately for men and women for the use of labourers.  |
| 21.3.7 | <b>CRECHES :</b>  |
| (i)    | At every work place at which 50 or more women ordinarily employed there shall be provided two huts of suitable site for the use of children under the age of 6 years, belonging to such women one hut shall be used for infants games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following.<br>1. Thatched roofs  |

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|        | <p>2. Mud floors and walls</p> <p>3. Plants spread over the mud floor and covered with mattings.</p>  |
| (ii)   | The site of the crèches should vary according to the No. of women workers. The crèches should be properly maintained and necessary equipment like toys etc., shall be provided huts shall be provided with suitable and sufficient sweepers to keep the place clean. There shall be Aayas in readiness, Sanitary urinals shall be provided to the satisfaction of the health officer of the area concerned. The No of huts shall be restricted to children, their attendants and mothers of the children.                                   |
| 21.3.8 | <b>CANTEEN</b>  |
|        | Cooked food canteen on a moderate scale shall be provided for the benefits for the workers as it is considered expedient.   |
| 21.3.9 | <b>SHEDS FOR WORKMEN</b>  |
|        | The contractor should provide at his own expense ahead for housing the workmen. The sheds shall be on standard not less than the cheaper shelter type to live in which the work people pertaining in the locality are accustomed to. A floor area of 1.80 m x 1.30m for two persons shall be provided. The sheds to be in rows with 1.3 m a clear space between sheds and 9m clear space between rows if condition permit. The work people camp shall be laid out in units of 400 persons each unit to have a clear space of 12m all round. |
| 21.4   | <b>ADDITIONAL CONDITION - IV</b>  |
|        | Safety provision in the building industry condition in addition to clause 4 of preliminary specification Tamil Nadu Building Practice.  |
|        | <b>Article-1 - PART - I</b>   |
| (i)    | Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from ladder or by other means  |
| (ii)   | <p>A Scaffold shall not be constructed taken down or subsequently altered except</p> <p>a) under the supervision of the competent and responsible persons and</p> <p>b) by as far as possible competent workers possessing adequate experience in such kind of work.</p>  |
| (iii)  | Scaffolds shall be so constructed that on part thereof can be displaced in consequence of normal use.   |
| (iv)   | Scaffolds shall not be over loaded one as far as practicable the load shall be evenly distributed. Before installing lifting gear or scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.  |

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| (v)   | Scaffolds shall be periodically inspected by competent persons.   |
| (vi)  | Before allowing a scaffold to be used by the workmen every employer shall whether the scaffold has been executed by his workmen or not take steps to ensure that it functions full with the requirements of these articles. |
|       | <b>Article -2</b>   |
| (i)   | Working Platforms, Gangways and stairways should be so constructed that no part there can save unduly (or) unequally  |
| (ii)  | To be so constructed and maintained to obviate from risks of persons tripping or sliding and to be kept free from any un-necessary obstructions.  |
| (iii) | Every working Platform, Gangway, working place and stairways shall be suitably tested.  |
|       | <b>Article -3.</b>  |
| (i)   | Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing for a minimum height of 0.90metre to prevent the fall off persons or material.                         |
| (ii)  | When persons are employed on a roof there is danger of falling from height exceeding than to be prescribed by national laws of regulations suitable precaution shall be taken to prevent the fall of persons or materials   |
| (iii) | Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.  |
|       | <b>Article -4:</b>  |
| (i)   | Safe means of access shall be provided to all at working platforms and other working places.  |
| (ii)  | Every ladder shall be securely fixed and of such length as to provide securely hand – hold and foot bolt every position which it is used.   |
| (iii) | Every place where work is carried out and the means of approach there to shall be adequately lighted  |
| (iv)  | Adequate precautions shall be taken to prevent danger from electrical equipment.  |
| (v)   | No matter is on the site shall be constructed or placed as to cause danger to any persons.  |
|       | <b>Article -5 (General Rules as to hoisting appliance : Article :5)</b>   |
|       | Hoisting machines and tackle including their attachments anchorages and supports shall  |

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|       | <p>(a) Be of good mechanical constructions sound materials and adequate strength and free from patent defect and to be kept in good working order.</p> <p>(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.</p> |
|       | Article -6:   |
| (i)   | Hoisting machines and track shall be examined and adequately tested after erection on the site and before use and pre-examined in position at intervals to be prescribed by national law of regulations.  |
| (ii)  | Every chain ring, hook shackle, swivel, level and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.   |
|       | Article -7:   |
| (i)   | Every crane driver or hoisting appliances operator shall be properly qualified  |
| (ii)  | No persons under the age of 21 years shall be in control of any hoisting machine including any scaffold which or give signals to the operator.  |
|       | Article -8:   |
| (i)   | In the case of every hoisting machine and of every chaining hook shackle, level and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.   |
| (ii)  | Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In the case of hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated   |
| (iii) | No part of any hoisting machines of any gear referred to above in the preceding paragraphs shall be loaded beyond the safe working load except for the purpose of testing.  |
|       | Article -9  |
| (i)   | Motor gear, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safe guards.   |
| (ii)  | Hoisting appliances shall be provided with such mean as will request to a minimum the risk of the accidents   |
| (iii) | Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally display.  |
|       | <b>GENERAL RULES, TO SAFETY EQUIPMENT AND FIRST AID:</b>  |
|       | Article -10   |

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| (i)   | All necessary personal safety equipment shall be kept available for the use of the persons employed on the site and be maintained in a condition suitable for immediate use.  |
| (ii)  | The workers shall be required to use the equipment provided and the employer shall take adequate steps to ensure proper use of the equipment by these concerned. \  |
|       | Article -11   |
| (i)   | When work is carried on in proximity to any place where there is a risk of danger all necessary equipment shall be provided and kept ready for use and all necessary steps be taken for the prompt, reasons of any persons in danger.   |
| (ii)  | Article -12 - Adequate provision shall be made for promptly first aid treatment of all injuries likely to be sustained during the course of the work.   |
|       | Article - 13  |
|       | Where large work places are situated in cities, town or in the sub-urban and no beds are considered necessary owing to the proximity of city or town hospital, suitable transport shall b e provided to facilitate removal of urgent cases to hospital at other work places, some conveyance facilities such as care shall be kept readily available to taken injured persons or persons suddenly taken seriously ill to the nearest hospital.  |
| 21.5  | <b>ADDITIONAL CONDITION NO. V</b>   |
| (i)   | <b>WATER AND LIGHTING</b>   |
|       | The contractor shall pay all fees and provide water and light as required from Municipal Mains or other sources and shall pay charges therefore (including storage tanks meters etc.), for the use of the work and workmen, unless otherwise arranged and decided on in writing with Executive Engineer. The water for the works shall be as far as practicable free from earthy, vegetable or organic matter and from salts of other substance likely to interfere with the setting of motor otherwise prove harmful for the work. |
| (ii)  | All items of works shall be done in accordance with the relevant Clause of TNBP and Addenda volume to the TNBP amended from time to time.   |
| (iii) | The contractor shall be responsible for the safe custody of all the departmental materials once they are handed over to the departmental stores. The cost of any materials in the custody of the contractor lost, stolen, destroyed, or damaged, will be recovered from the contractors at the issue rate.  |
| (iv)  | In the case of any breach of the terms of the contract, contract will be closed at the risk and costs of the contactor in addition to the forfeiture of the Earnest Money Deposit, Security Deposit   |

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| 21.6  | <b>ADDITIONAL CONDITION No. VI.</b>   |
| (i)   | The work shall be executed and measured as per metric dimension given in the schedule of quantities, drawings etc., P.F., units wherever indicated are for guidance only  |
| (ii)  | Unless otherwise specified, all the rates quoted by the contractor shall be for works at all levels of Mandapam   |
| (iii) | Rates for every item of work to be done under this contract shall for all the lifts and leads, height, depths, lengths, and width except when specifically mentioned in the item ;otherwise nothing extra will be paid on this account  |
| (iv)  | The work shall be carried out as per drawings and designs supplied by department and as directed by the Executive Officer / Executive Officer.  |
| (v)   | The rate for all items in which use of cement is involved is inclusive of charge for curing .   |
| (vi)  | The contractor has to make his own arrangements for procuring water for construction purpose, construction and curing should be done with water free from injurious amounts or deleterious materials. Potable waters are generally considered satisfactory for curing, mixing concrete and masonry. However, the water to be used should be periodically tested at contractor's cost for its suitability for using in the construction work and got approved from the departmental Engineers. |
| (vii) | <b>ELECTRICITY</b>  |
| (a)   | The contractor should make his own arrangements for obtaining electricity for all types and use like lighting, welding, pumping, mosaic and marble polishing etc.   |
| (b)   | The contractor should submit the PERT chart for the programme of work on the date of taking over site.  |
| (c)   | . Any damage to work resulting from rains or from any other cause until those work is taken over by the department after completion will be made good by the contractor at his own cost.  |
| (d)   | The contractor shall have to work in cooperation with contractor for electrical works, sanitary and water supply and other items of works.  |
| (e)   | The contractor shall work in cooperation with electrical contractor while laying the conduit pipes and other electrical items for concealed wiring in RCC works.  |
| (f)   | The centering and form works shall be true rigid and adequately braced both horizontally and diagonally and leak proof. The form work should be sufficiently strong not only to withstand dead load and live load but also to withstand the effects of vibration. In  |

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|           | all these cases, the standards as per I.S. code and TNBP should be followed. It should be specifically ensured that it is leak proof in joints.   |
| <b>22</b> | <b>ARBITRATION</b>  |
|           | In case of any dispute or difference between the parties to the contract either during the progress or after the completion of the works or after determination, abandonment or breach of the contract or as to any other matter or thing arising there under except as the matters left to the sole discretion of the <b>Executive Officer / Executive Officer</b> under clause 18,20,25-3-27-1, 34, 35 and 37 of General conditions of contract or as to the withholding by the Executive Officer / Executive Officer of the payment of any bill to which the contractor may claim to be entitled, the either party shall forth with give to the other notice or such of difference and dispute or difference shall be and is hereby referred by the Executive Officer Arulmigu Devi Balamman and Ilankalamman Temple,Villivakkam , Chennai-49 / Tenderer, to an Arbitrator, for fulfilling the duties set forth in the Arbitration clause of the General conditions to the contract shall be |
|           | The Executive Officer, H.R. & C.E. Department, other than Madurai Region, in case of value of claim does not exceed Rs.50,000/-   |
|           | In case of the value of the claim exceeding Rs.50.000/-and the matter will be dealt as per Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.   |
| <b>23</b> | <b>JURISDICTION</b>   |
|           | The Courts situated within the city of Madurai alone shall have jurisdiction to decide all disputes and claims that may arise between parties.  |
| <b>24</b> | <b>DECLARATION</b>  |
|           | The declaration as per Schedule - I - 1 shall have to be furnished by the Tenderer along with their Tenders.  |
| <b>25</b> | <b>WEBSITE</b>  |
|           | Intending Tenderers are advised to visit the website <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> and <a href="http://www.tnhrce.gov.in">www.tnhrce.gov.in</a> regularly till closing date of submission of tender for any corrigendum / addendum / amendment.  |

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| 26   | <b>List of approved Electrical materials for use in electrical works in this work</b>   |  |
|      | Description of Electrical materials   | Approved make / brand of Electrical Materials  |
| i    | 5A and 15A flush type switches, ceiling Rose, Battern Holder, 5A and 15A switch and socket combined.5A & 15A plug sockets etc | KUNDAN, ANCHOR, C&SGEWISS, DASPAN, ROOPA   |
| ii   | Modular type Switch/Switch Box /Flush Mounted Socket/Fan Regulator  | MK INDIA/ ANCHOR ROMA/ CRAB TREE, C&S-GEWISS,ROOPA   |
| iii  | Fuse Units.   | GEM, KUNDAN, ANCHOR, STANDARD, ROOPA, DASPAN, C&S  |
| iv   | Industrial Type Plug & Sockets  | HAVELLS/HAGER/ FLICHER/ BHARTIA CUTLER HAMMER LEGRAND, C&SGEWISS, LEHER.   |
| v    | Protection Relays and Auxiliary Relays  | SIEMENS/ L & T / ALSTHOM,C&S   |
| vi   | Instruments   | AE / IMP / ENERCON/ SECURE   |
| vii  | CTs/ PTs  | KAPPA/ PRAGATHI/ INSTRANS/ AE  |
| viii | Control Switch/ Indication Lamp/ Push Button  | SIEMENS/ TEKNIC/ KAYCEE/ L &T, HPL, C&S  |
| ix   | Iron and Metal Clad Switches and Double Break sheet metal Switches with HRC fuses or Rewritable fuses.                        | GEM, KUNDAN, HPL, HAVELLS, STANDARD, ROOPA, DASPAN, C&S  |
| x    | Special Type Main Switches Cubical Type.  | L & T, ENGLISH ELECTRIC, SIEMENS, C&S  |
| xi   | Water tight bulk head fitting.  | PHILIPS, BAJAJ, CROMPTON GREAVES, K-LITE   |
| xii  | L.T.U.G. Cables and H.T.U.G. Cables.  | TROPODUR (CCI), UNISTAR, PARAGON, RALLISON, UNIFLEX., FINOLEX, HAVELLS, POLYCAB, RPG,V-MARC, ROOPA(LTUG)               |
| xiii | Cable Termination Kits  | RAYCHEM/ BIRLA 3M/ CCI/ MSEAL  |
| xiv  | Cable Glands  | COMET/PRABHAT/ STANDARD.   |
| xv   | Cable Trays & Accessories   | PROFAB/ TECHNOFAB  |
| xvi  | Rising Mains  | C&S/MERLIN GERIN/ GE/ KLOCKNER MOELLER   |
| xvii | Wiring Cables PVC sheathed and unsheathed copper cables   | KUNDAN, RR CABLES, ORBIT, FINOLEX, ATLAS, Q-FLEX, POLYCAB, INDO ASIAN, HAVELLS, L &T, RPG, ANCHOR,VMARC ROOPA, DASPAN, |

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|        |   | TEKMAK, KEI  |
| xviii  | Distribution Boards.  | KUNDAN, GEM, STANDARD, HPL, HAVELLS, DASPAN, C&STC, ROOPA  |
| xix    | Fluorescent fittings  | FIXOLITE, GLOLITE, ATLAS, DELTA, CROMPTON GREAVES, BAJAJ, PHILIPS, WIPRO, HAVELLS, C&S, DASPAN, ROOPA, LEHER, PASOLITE.          |
| xx     | PL & CFL Fittings/Lamps   | PHILIPS/ OSRAM/ ANCHOR / CROMPTON, HPL, C&S, LEHER, SURYA (LAMP) PASOLITE, ROOPA   |
| xxi    | Street light fluorescent fittings.  | FIXOLITE, GLOLITE, ATLAS DELTA, CROMPTON GREAVES, BAJAJ, PHILIPS, WIPRO, HAVELLS, C&S GEWISS, DASPAN, ROOPA, LEHER, PASOLITE.    |
| xxii   | Decorative type fluorescent fittings.   | FIXOLITE, GLOLITE, ATLAS, DELTA, CROMPTON GREAVES, BAJAJ, PHILIPS,   |
| xxiii  | Special type decorative box type and Street light fittings  | PHILIPS, CROMPTON GREAVES, WIPRO, C&S, LEHER, ROOPA PASOLITE   |
| xxiv   | MCB, ELCB, RCCB.  | GEM, KUNDAN, STANDARD, HPL, HAVELLS and leading brand such as Legrand (MDS), Hager (L&T), Merlin Gerin, DASPAN, C&S, LEHER (MCB) |
| xxv    | Moulded Case Circuit Breaker  | Merlin Gerin / Siemens /CSC/GE/ABB, C&S  |
| xxvi   | Ceiling Fans, Exhaust Fans, Table Fans, Wall mounting Fans and Pedestal Fans.   | CROMPTON GREAVES, USHA, ORIENT, BAJAJ, KHAITAN, HAVELLS, ALMONARD, ROOPA, DASPAN, MARC – Star rated with ISI mark.               |
| xxvii  | Stepped Electronic Square type fan Regulator  | ANCHOR DELUXE/ CROMPTON GREAVES.   |
| xxviii | Storage type water Heaters  | VENUS, RACOLD ELAC, MARC – Star rated with ISI mark.   |
|        | The materials used should be got approved by the Executive Officer / Executive Officer of this temple during execution. |  |
|        | The makes specified if any in the agreement should be adopted during execution wherever applicable.                     |  |

### **ANNEXURE – I - GENERAL CONDITIONS OF CONTRACT**

Extract of General Condition of Contract Clause no – Tamilnadu Building Practice (TNBP)

|   |                   |
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| 1 | <b>A. PREFACE</b> |
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|            | <p>I. Intent and reference to TamilNadu Building Practice</p> <p>It is intended by these Tamilnadu Practice to describe;</p> <p>a. The character of the materials to be used</p> <p>b. The method of execution of work and</p> <p>c. The contractor's responsibilities to the Public, Government and his workmen and general contract conditions which are to be accepted by every contractor who executes work entrusted to him by the Department.</p> <p>12 Wherever the term "Standard Specifications" or "Specifications" of the abbreviation "T.N.B.P. No" or "TNBP" is used in the specifications or in estimates or contract documents, it shall refer to the relevant specification in the Tamilnadu Building Practice.</p> <p><b>1.3 The abbreviation "I.S." shall mean 'Indian Standard'</b></p> |
| <b>2</b>   | <b>Applicability of the Tamilnadu Building Practice</b>  |
| <b>2.1</b> | It shall be unnecessary to include in any contract documents a specification for any item of work which is defined in the tender notice or in the contract schedule of work to be done by a Tamilnadu Building Practice number (TNBP No. ) The fact that the item is defined as specification, shall mean that the contractor is to execute the work according to such specification modified as may be necessary by an addendum specification for that particular item of work. In the absence of specification for any work or material in the T.N.B.P. such work should be carried out in accordance with the instruction given by the Executive Engineer.  |
| <b>2.2</b> | THESE GENERAL CONDITIONS OF CONTRACT SHALL APPLY TO ALL AGREEMENTS ENTERED INTO BY CONTRACTORS WITH THE PUBLIC WORKS DEPARTMENT OR HIGHWAYS AND RURAL WORKS DEPARTMENT AND shall form an inseparable condition of contract and it shall not be necessary to append a copy of the same to the agreement.  |
| <b>3</b>   | <b>Contractor to sign in the Divisional (or the Sub- divisional) copy of the T.N.B.P.</b>  |
| <b>3.1</b> | Every Contractor who executes work for the Public Works Department or the Highways and Rural Works Department shall carefully study the specification for all items of work which are included in the schedule for work to be done and his obligation under the "General Conditions of Contract" which apply to all agreements, and he shall sign in the Divisional Office copy of the T.N.B.P. (or the Sub-Divisional Office copy if so arranged by the Executive Engineer) as evidence that he   |

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|     | understands clearly the conditions of contract governing his agreement and accepts the same.  |
| 3.2 | It shall not be necessary for the contractors to sign the Divisional office copy of the T.N.B.P. for every contract awarded to him, but his signature therein will be evidence that he accepts the conditions of contract (which include the specifications) as detailed in the T.N.B.P. for every contract into which he enters. It shall also be the contractor's responsibility by frequent perusal of the Divisional Office (or the Sub Divisional Office) copy to become conversant with sanctioned alterations or additions made to the T.N.B.P. as soon as they are made. A separate volume of addenda to the T.N.B.P. will be maintained in each Division (or sub division office) as the case may be, in which will be entered all sanctioned corrections and additions. This must also be studied and signed by every contractor before executing an agreement. Interleaving corrections slips will not be made for this purpose. The contractor should purchase copy of the T.N.B.P. for his reference while executing work. |
| 4   | Sub-specifications  |
| 4.1 | Works of similar nature having many common clauses in their specifications are grouped under one specification number with a "General" preface thereto and the sub specifications are therefore given an alphabetical affix.  |
| 5   | Additions and alterations to the T.N.B.P.   |
| 5.1 | Additions and alterations to the T.N.B.P. will be incorporated in the addenda volume as authorised by the Chief Engineer.   |
| 6   | Power of Superintending Engineer and Executive Engineers to supplement or alter the T.N.B.P.  |
| 6.1 | Superintending Engineer and Executive Engineer may alter the specification for any particular contract which is within their respective power of sanction, when such alteration is found necessary by attachment of a correction sheet to the contract form, bearing the T.N.B.P. number, the corrections and the signature of the Superintending Engineer or the Executive Engineer as the case may be, together with the signature of the contractor. Similarly additional specifications for items for which there are no standard specifications will be made by attachment to the contract documents of addendum specifications sheets bearing the signature of the Superintending or the Executive Engineer as the case may be and the signature of the contractor.   |
|     | A-1. DEFINITIONS AND INTERPRETATIONS  |

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| <b>7</b>   | Definition of terms   |
| <b>7.1</b> | <p>Wherever the words and expressions defined in this clause or pronouns used in their stead occur in contract documents (which includes the T.N.B.P) they shall have the meanings hereby assigned to them except where the context otherwise requires :</p> <p>a) "Executive Engineer" means the Executive Engineer for the time being in charge of the concerned work under execution or such other departmental assistants or subordinates to whom the Executive Engineer may have delegated certain duties, acting severally within the scope of the particular duty entrusted to them.</p> <p><b>B) No delegation by Executive Engineer which affects agreements,</b> it is however, to be distinctly understood that the Executive Engineer or the Superintending Engineer or the higher authority who is vested with the powers of acceptance of the particular agreement under reference will make no delegation of powers to such assistants or subordinates with in any way affects the agreement and its contract condition when such agreement is to be or has been accepted by the Executive Engineer or by the other higher authority respectively. The duties of such assistants or subordinates will be solely duties of supervision to ensure compliance with contract conditions.</p> <p>c) "Contractor means the particular persons firm or corporation with whom an agreement has been made by the Executive Engineer or higher authority as the case may be, for executing work defined in the concerned agreement and for purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agent, who is maintained on the work by the contractor.</p> <p>d) Works or work means the works by or by virtue of the contractor contracted to be executed whether temporary or permanent and whether original, altered substituted or additional or connected with the supply repairs or carriage of tools and plant and supply of manufacture of other stores.</p> |
| <b>7.2</b> | <p>Works importing the singular only also include the plural and vice-versa where the context requires.</p> <p>NOTE: The terms section officer, Assistant Executive Engineer, Executive Engineer, Superintending Engineer and Chief Engineer, used in the following clauses shall where the context so requires, be construed as also including officers of the corresponding grade in the Highways and Rural Works Department.</p>   |
| <b>8</b>   | <p><b>Evidence of Experience :</b></p> <p>Tenderers shall, if required, present satisfactory evidence to the Executive</p>  |

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|             | Engineer that they have been regularly engaged in constructing such works, as they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by T.N.B.P. and the other specifications for the particular work if tendered for, in the event of their tender being accepted.   |
| <b>9</b>    | <b>Legal address Notices</b>   |
| <b>9.1</b>  | Tenderers should give in their tender their place of residence and postal address. The delivering at the above named place or posting in a post box regularly maintained by the Post Office Department or sending by letter registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor in writing as may be changed at any time by an instrument executed by the contractor, and delivered to the Executive Engineer.  |
| <b>9.2</b>  | Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.  |
| <b>B</b>    | <b>STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE – A</b>   |
| <b>10.1</b> | The quantities mentioned in tender notices and in agreement schedule - A, are worked out from the relevant drawing in office and may or may not be the actuals required for execution. The Executive Engineer does not be the expressly or by implication agree that the actual amount of work to be done will correspond therewith but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary  |
| <b>10.2</b> | Tenderers must satisfy themselves by a personal examination of the site of the roposed work, by examination of the plans and specifications and by others means as they prefer as to the accuracy and sufficiency of the statement of quantities and ail conditions affecting the work and shall not at any time after the submission of their tender, dispute or complain of such statement of' quantities or assert, that there was any misunderstanding in regard to the nature or amount of the work to be done nor in consequence apply for extension of time for completion beyond the agreement date. |
| <b>11</b>   | <b>Approximate not to mean deviation from drawings and specification</b>   |
| <b>11.1</b> | This declaration of the approximate, nature of the statement of quantities in Schedule. A does not, however, in any way imply that the quantities will be increased  |

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|             | for departure by the contractor from strict compliance with sanctioned drawings and specifications to suit his own convenience or reduce his costs   |
| <b>12</b>   | <b>To compare tenders</b>  |
| <b>12.1</b> | The quantities in Schedule - A are given for a uniform comparison of lump-sum tenders  |
| <b>C</b>    | <b>DRAWINGS AND SPECIFICATIONS</b>   |
| <b>13</b>   | <b>Purpose</b>   |
| <b>13.1</b> | The contract drawing if any, read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type and class of materials to be used.  |
| <b>14</b>   | <b>Conformance</b>   |
| <b>14.1</b> | The works shall be carried out in accordance with the drawings and specifications which form part of the contract and in accordance with such further drawings, details and instructions, supplementing or explaining the same as may from time to time be given by the Executive Engineer.  |
| <b>14.2</b> | If the work shown on any such further drawings or details, or other work necessary to comply with any such instructions, directions, or explanations, be in the opinion of the contractor, of a nature which the schedule rate in the contract does not legitimately cover he shall before proceeding with such work, give notice in writing to this effect to the Executive Engineer and contractor failing to agree as to whether or not there is any excess rate to be fixed and the Executive Engineer deciding that the contractor is to carry out the said work, the contractor shall accordingly do so, and the question whether or not there is any excess and if so the amount thereof, shall failing agreement, be settled by an arbitrator as provided in the arbitration clause, unless the subject is one which is left to the sole discretion of the Executive Engineer under the clauses of these conditions of contract and the contractor shall be paid accordingly.' |
| <b>14.3</b> | It shall be the responsibility of the contractor to give timely notice to the Executive Engineer regarding anything shown on the drawings and not mentioned in the specification, or mentioned in the specifications and not shown in the drawings or any error or discrepancy in drawings or specifications and obtain his orders there on. Figure dimensions are to be taken and not those obtained from scaling the drawings. In any discrepancy between drawings and specifications, the contractor shall forthwith apply to the Executive Engineer for such further instructions, drawings or   |

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|             | specifications as he requires it, being understood that the subject to be dealt with under the building procedure of best modern practice. The Executive Engineer will furnish instructions, drawings or specifications if in his opinion, they are required by competent workmen, for the proper execution of the work.  |
| <b>15</b>   | <b>Variations by way of modifications, omissions or additions.</b>  |
| <b>15.1</b> | For all modification, omissions from or additions to the drawings and specification, the Executive Engineer will issue revised plans, or written instructions or both and no modification, omissions or additions shall be made unless so authorised and directed by the Executive Engineer in writing.   |
| <b>15.2</b> | The Executive Engineer shall have the privilege of ordering modifications, omissions or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.  |
| <b>15.3</b> | The contractor shall submit to the Executive Engineer a statement giving details of the claims for any additional work within 30 days of the work and no claim for any such work will be considered which has not been included in the statement.   |
| <b>16</b>   | <b>Copies of Drawing and Specifications</b>   |
| <b>16.1</b> | One copy of the available drawings and specifications (apart from the T.N.B.P. a copy of which the contractor should purchase for his reference) shall be furnished free of cost to the contractor for his own use. Such copies of supplementary details furnished by the Executive Engineer shall be kept by the contractor on the work until the completion thereof and the Executive Engineer shall at all times have access to them |
| <b>17</b>   | <b>Signed drawing - No authority to the Contractor</b>  |
| <b>17.1</b> | No signed drawing shall be taken as in itself an order for variation, unless either it is entered in the agreement schedule of drawings under proper attestation of the contractor and the Executive Engineer or unless it has been sent to contractor by the Executive Engineer, with a covering letter confirming that the drawing is an authority variation of the contract under reference.   |
| <b>18</b>   | <b>To be the best quality</b>   |
| <b>18.1</b> | All materials, articles and workmanship shall be the best of their respective kind for the class of work described in the contract specification and schedule materials being   |

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|             | obtained from sources approved by the Executive Engineer. The word "best" as used in these specifications shall mean, that in the opinion of the Executive Engineer there is no other superior quality of materials or finish of articles on the market and that there is no better class of workmanship available for the nature of the particular item described in the contract schedule. The contractor shall, upon the request of the Executive Engineer, furnish him with the vouchers to prove that the materials are such as are specified.   |
| <b>18.2</b> | Samples of materials shall be furnished at the contractor's expense to the Executive Engineer when called for in the tender notice or ordered to be furnished by the Executive Engineer prior to execution of any work.   |
| <b>19</b>   | <b>Conversion for proportions</b>   |
| <b>19.1</b> | <p>Wherever the proportions are written by figures without further description and where the meaning is otherwise clear as to which figure is intended to apply to each material, then the usual conventions will be understood to apply.</p> <p>For example, 1:2 Means 1 lime (or cement in accordance with the context) and 2 sand. 1:2:4 Means 1 lime (or cement in accordance with the context) 2 sand 4 broken stone (or other aggregate in accordance with the context).</p>  |
| <b>20</b>   | <b>Measurement and mixing</b>   |
| <b>20.1</b> | <p>In the case of loose materials such as lime sand, cement, broken stone, surki, mortar, etc. the proportions demanded by the specifications must be measured in properly constructed measuring boxes or weighed or in such other manner as shall be instructed by the Executive Engineer. Measurement is not to be done in loose heaps when intimate mixtures such as mortar concrete, etc., are to be formed. The mixing must always be done on closely constructed platform so that there will be no leakage of any of the materials through the floor of the platform and also that no foreign materials can be incorporated during the mixing. These platforms must be approved by the Executive Engineer. The cost of such measuring boxes and platforms and all the work referred to herein shall be borne by the contractor.</p> |
| <b>21</b>   | <b>Data</b>   |
| <b>21.1</b> | <p>The materials and labour utilised in the execution of work by the contractor shall not be less than that given in the Tamilnadu P.W.D Standard Data for the relevant item.</p> <p>NOTE In case the contractor considers that the materials and labour provided in the</p>  |

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|             | T.N.P. W.D Standard data for the execution of particular items of work are in excess, the contractor may furnish detailed data for such items along with tender with reasons for variations form P.W.D Standard Data  |
| <b>22</b>   | <b>Layout of materials stacks</b>   |
| <b>22.1</b> | The contractor shall deposit materials for the purpose of the work on such parts only on the ground as may be approved by the Executive Engineer. He shall submit for the approval of the Executive Engineer before starting work, a detailed site survey clearly indicating positions and areas where materials shall be stacked and sheds built.  |
| <b>23</b>   | <b>Source of purchase of materials and stores</b>   |
| <b>23.1</b> | The Executive Engineer shall, during the progress of the work, have power to cause the contractor to purchase and use such materials or supplies from Government brick fields, stores or other sources as may be specified in the contract for the purpose therein specified.   |
| <b>24</b>   | <b>Contractor liable for materials supplied by Government</b>   |
| <b>24.1</b> | The contractor shall be responsible for all materials and other articles and things which may be supplied by Government from the time he takes delivery thereof and shall make good any loss, damage wastage or undue wear and tear that may take place from whatever cause and pay to Government for such loss, damage, wastage or undue wear and tear such sum as the Executive Engineer may determine  |
| <b>24.2</b> | If at any time subsequent to the execution of the agreement Government materials other than those specified in the Agreement are to be supplied to the contractor for use on work they will be charged at the market value prevailing at the time of supply or stock issue rate which - ever is greater. The contractor will be informed in writing the rate which he demands for finished work in view of the fact that he is to use Government materials. |
| <b>24.3</b> | Deleted..   |
| <b>25</b>   | <b>Test inspection and rejection of defective materials and works</b>   |
| <b>25.1</b> | The contractor shall provide proper facilities at all times for the testing of materials and inspection of the work by the Executive Engineer, and the Executive Engineer shall accordingly also have access at all times to the places of storage or manufacture where materials are being made for use under the contract to determine that   |

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|      | manufacture is Proceeding in accordance with the drawings and specifications   |
| 25.2 | The contractor shall, upon demand, also forward for the Executive Engineer's inspection test certificate supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which certificates are usually available.  |
| 25.3 | The Executive Engineer shall have power to reject at any stage, any work which he considers to be defective in quality of materials or workmanship and he shall not be debarred from rejecting wrought materials by reasons of his having previously passed them in an un worked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with the drawing and specification, shall be taken down and removed from the work site at the contractor's expense, within 24 hours after written instructions to the effect have been given by the Executive Engineer. Replacement shall at once be made in accordance %with the specifications and drawings at the contractors expense.  |
| 25.4 | In case of default on the part of the contractor to carry out such orders the Executive Engineer shall have power to employ and pay other persons to carry out the orders at the contractors risk and all expenses consequent thereon incidental thereto shall be borne by the contractor  |
| 25.5 | In lieu of rejecting work <b>not</b> done in accordance with the contract, the Executive Engineer may allow such work to remain, and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable   |
| 25.6 | Works opened for inspection:- The contractor shall, at the request of the Executive Engineer, within such time as the Executive Engineer shall <b>name</b> , open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request the Executive Engineer may employ other workmen to open up the same. If the said work has been covered up in contravention of the Executive Engineer's instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of the Executive Engineer the expenses of opening it and covering it up again whether done by or recovered from the contractor. If the work has not been covered up in contravention of such instructions or if on being opened up it be found to be in accordance with the drawings and specifications or the written instructions of the Executive Engineer, the expenses aforesaid shall be borne by Government and shall be added to the contract sum, provided always that in the |

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|          | case of foundations, or any other urgent works so opened up and requiring immediate attention the Executive Engineer shall, within reasonable time after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection there of to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of Government.   |
| 26       | <b>Defects, shrinkages, etc, after completion</b>   |
| 26.1     | Any defects, shrinkage or other faults which may appear within six months from the completion of the works arising, in the opinion of the Executive Engineer from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Executive Engineer shall, upon the directions in writing of the Executive Engineer and within such reasonable time as shall be specified them, be amended and made good by the contractor at his own cost, unless the Executive Engineer shall decide that the contractor ought to be paid for the same at the rates agreed on such reduced or other rates, as the Executive Engineer may fix and in case of default, the Executive Engineer may employ and pay other persons to amend and make good such defects, shrinkage or other faults or damage, and all expenses consequent thereon and incidental thereto shall be borne by the contractor. |
| 26.1.(A) | The shrinkage period of six months referred to in main clause 26.1 above, will be five years in respect of all contracts for construction of original buildings either semi permanent or permanent to ensure structural stability of the building. (G.O.Ms. No. 181 PWD 28.1.86)  |
| 26.2     | Provided that in the event of Government taking over portions of the works as and when they are completed the liability of the contractor under this clause shall extend to a period of six months (or five years as the case may be) from the date of final taking over the of the work irrespective of the actual dates on which portion of the works were taken over.  |
| 27       | <b>Executive Engineer's Decision</b>  |
| 27.1     | To prevent disputes and litigation, it shall be accepted as an inseparable part of the contract that in matters regarding materials workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carrying out of the work, the decision of the Executive Engineer  |

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|      | shall be final and binding on the contractor and in any technical question which may arise touching the contract, the Executive Engineer's decision shall be final and conclusive  |
| 28   | <b>Dismissal of workmen</b>  |
| 28.1 | The contractor shall employ in and about the execution of the works only such persons as are careful, skilled and experienced in their several trades and callings and the Executive Engineer shall be at liberty to object to and request the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Executive Engineer misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Executive Engineer.   |
| D.1  | <b>GENERAL OBLIGATIONS</b>   |
| 29   | Contractor's Maistry or agent and contractor's staff   |
| 29.1 | The contractor shall in his own absence keep constantly on the works a competent Maistry or agent and any directions or explanations given by the Executive Engineer or his representatives to such Maistry or agent shall be held to have been given to the contractor.   |
| 29.2 | The contractor shall further provide all staff which is necessary for the proper supervision, execution and measurement of the work to ensure full compliance with the terms of the contract. .  |
| 30   | <b>Government Masteries or agents</b>  |
|      | The Government may be represented oh the work by an agent clerk of the works, or Maistry who is not borne on the official or officers and subordinates of the P.W.D. or Highways and Rural Works Department. He (if appointed) shall, in the absence of the Executive Engineer, furnish the contractor with the Executive Engineer's or his representative's instructions of the works and the contractor shall duly comply with such instructions and directions to the progress and execution of the works and the contractor shall duly comply with such instructions and directions and shall on the written requisition of the Maistry clerks of works or agent, stay the further progress of any portion of the works which in his judgment is being constructed with unsound or improper material or workmanship, until the opinion and determination of the Executive Engineer shall be obtained thereon, but such Maistry clerk of works or |

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|           | agent is to have no power whatever to order any extra works or deviation from the specifications and drawings.   |
| <b>E</b>  | <b>INCLUDED IN CONTRACT RATES</b>  |
| <b>31</b> | <b>Defining contract schedule rates</b>  |
| 31.1      | The rate entered in a contract schedule for any class of work shall be for finished work in situ and shall include all contingent expenses whether direct construction expenses involved in the building in place in accordance with the drawings and specifications or whether they be expenses imposed by an outside authority such as local body. Such contingent expenses shall not entitle the contractor to claim an extra in respect thereof        |
| <b>32</b> | <b>Carriage</b>  |
| 32.1      | Rates for finished work shall always include the cost of conveyance and all leads, lifts, loading unloading and stacking in the manner and at the place ordered by the officer in immediate charge of the work, unless circumstances necessity provisions for a separate schedule item, in which case for such will be specified in the tender notice or schedule.   |
| 32.2      | Wherever the term "carriage" of "conveyance" is used in a schedule item, it shall in the absence of other schedule provisions or modifying description in the specification, be taken to include all leads, lifts loading, unloading and stacking in uniform stacks to the satisfaction of the Executive Engineer with careful attention to close packing in case of materials which are to be measured in stacks as a basis of payment for finished work. |
|           | <i>NOTE 1:</i> In the case of important leads and lifts as may occur in river conservancy and other such works where lifts over flood banks and long leads may be involved, it is usual to make separate schedule item provision with a specification defining the exact work to be done for each tendered rate.   |
|           | <i>NOTE 2 :</i> Payment for carriage will ordinarily be by bulk for weight at a rate between specified place and on the basis of the method adopted in the standard schedule of rates for carriage of materials. The distances will be measured by the nearest practicable and cheapest routes, whether metalled or unmetalled road or cart track.   |
| 32.3      | When cart or vehicles of any sort are engaged by the day, the quantity of materials to be conveyed, the distance to be travelled and the number of trips to be made shall,   |

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|      | if he considers necessary be fixed by the Executive Engineer.   |
| 32.4 | The contractor is responsible for making good all loss in transporting materials entrusted to him or his agents, whether caused by wastage, breakage, theft or any other cause.   |
| 32.5 | No payments shall, in any case, be made for the return trips with carts empty. Where there are loads also for the return trip the agreement rates should allow for the reduced cost thereby on each set of materials so conveyed.   |
| 33   | Constructions plant   |
| 33.1 | The contractor shall include in his tendered price and shall provide and install all necessary construction plant and shall use such methods and appliances for the performance of all the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which in the opinion of the Executive Engineer will ensure the completion of the work within the time specified. If at any time before the commencement, or during the progress of the work, or any part of it such methods or appliances appear to the Executive Engineer to be insufficient or inappropriate for securing the quality of the work required or the said rate of progress, he may order the contractor to increase their efficiency or to improve their character, and the contractor shall comply with such orders, but the failure of the Executive Engineer to demands such increase of efficiency or improvement shall not relieve the contractor from his obligation to secure the quality of work and the rate of progress required by the contract and the contractor alone shall be responsible for the efficiency and safety of his plant, appliances and methods |
| 33.2 | It is however, open to Executive Engineer to lend or supply to the contractor any tools, implements, materials and machinery that the Executive Engineer may consider desirable but for any such tools, implements, materials and machinery that may be lent or supplied to contractor by Government, the contractor shall pay such deposit and hire, or purchase price as may be determined by the Executive Engineer. All articles that may be so lent or hired to the contractor shall be returned in good serviceable condition by him to the Executive Engineer before the final bill for work is paid and any shortage or damage shall be recovered from the contractor in the final bill at such rate as may be determined by the Executive Engineer after making such allowance as he may consider suitable for fan- wear and tear.   |
| 34   | <b>Scaffolding instructions</b>   |

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|    | 34.1. All requisite scaffolding shall be provided at the contractor's expense and shall be double, i.e. it must have two sets of upright supports care must be taken to ensure the safety of the work people and the contractor must comply with such instructions as the Executive Engineer may issue to ensure safety. The contractor will be entirely responsible for any damage or injuries to persons or property resulting from ill erected scaffolding, defective ladders, or otherwise arising out of his default in this respect. The contractor's attention is also invited to the "safety code".   |
| 35 | <b>35.0 Temporary Structure</b>   |
|    | 35.1. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places and in a manner approved by the Executive Engineer for keeping materials under cover. The contractor shall also provide and maintain at his own expenses such temporary fences, guards, bridges and roads as may be necessary for the execution of his contract work or for safeguarding or accommodating the public if the executive Engineer shall order any departure he shall comply with such orders as the Executive Engineer may issue to safeguard or accommodate the public, sheds for housing workmen shall be provided at the contractor's expenses if, in the opinion of the Executive Engineer, such are necessary or desirable |
| 36 | <b>36.0 Water and Lighting</b>  |
|    | 36.1. The contractor shall pay all fees and provide water and light as required from municipal mains or other sources and shall pay all charges therefore (including storage tanks, meters, etc.) for the use of the work and workmen unless otherwise arranged and decided on, in writing with the Executive Engineer. The water for the works shall be, so far as practicable, free from earthy vegetable, or organic matter and from salts or other substances likely to interfere with the setting mortar otherwise prove harmful to the work.  |
| 37 | <b>37.Sun Protection keeping dry and pumping</b>  |
|    | 37.1.The contractor shall at his own expense arrange all requisite protection of the work and materials against sun or rain effects and shall keep all portion of the work free from water to the satisfaction of the Executive Engineer and shall use his own plant for the purpose unless otherwise specifically provided in the contract specification   |
| 38 | <b>Tools and Seignior age</b>   |

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| 38.1 | 38.1 The contractor shall, unless otherwise specifically stated in the tender notice and subsequently on this basis in the contract be responsible for the payment wherever payable of all import duties, tolls, octroi duties, seignior ages, quarry fees, etc. on all materials and articles that he may use.  |
|      | 38.2, The contractor shall be solely responsible for the payment of sales tax under the provision of Madras General Sales Tax Act 1939 (Madras Act IX of 1939) as in force for time being and the rates for the various items of the work shall remain unaffected by any change that may be made from time to time in the rate at which such tax is payable.   |
|      | 38.3 Notwithstanding anything's contained in section 10 of the Indian Traffic Act, of 1894, the rates for items involving, the use or supply of articles obtained' by the contractor from outside India shall remain unaffected by any changes that may be introduced in Customs duties.<br>NOTE : For works carried out on behalf of the Government of India, Seigniorage fees, etc, referred to in this clause will have to be levied in every case.             |
|      | 38.4 No seignior age shall be charged where due for materials quarried from the P.W.D. or other Government quarries Assistance as necessary will be given to the contractor by the department to obtain access to quarries approved by the Executive Engineer. No plot rent shall be charged for materials stacked on the Government lands during the course of construction provided all such materials are removed within one month after the work is completed. |
|      | 38.5 Seignior age charges due for use of private quarries and private land shall be paid by the contractor.  |
|      | 38.6 The contractor shall form his own approach road to the worksite for which no extra will be due to him. On completion 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 through out the period of the contract   |
|      | <b>39. Setting out works</b>   |
|      | 39.1 The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all materials, staff and labour in connection therewith.  |

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|   | <b>40. Cleaning up during progress and for delivery</b>   |
|   | 40.1 All rubbish shall be burnt or removed from the site, as it accumulates. All floors, stairs, landing windows, surface and soil drains shall be cleaned down and put in a thoroughly complete clean, sound and workman like state to the satisfaction of the Executive Engineer before the work is finally handed over all rubbish and surplus materials not required by the Executive Engineer having first been removed by the Contractor. The contractor shall be give notice in writing to the Executive Engineer when the work is so ready to be handed over and shall be responsible for its maintenance until it is taken over by the Executive Engineer.   |
|   | <b>F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR</b>  |
|   | <b>41. Observance of laws, local regulations and notices, Attachments</b>   |
|   | 41.1 The contractor shall confirm to the regulations and bylaws of any local authority and or of any water or lighting companies with those systems the structure is proposed to be connected and shall before making any variations from the drawings and specification that may be necessitated by so confirming, give to the Executive Engineer written notice., specifying the variations proposed to be made and the reasons for making them and apply for instructions, thereon. In case the contractor shall not received such instruction within seven days, he shall proceed with the work confirming to the provisions regulating or by-law in question and variation in the drawing or specifications so necessitated shall be dealt with under clause 59. |
|   | 41.2 The contractor shall give all notices required by the said Act, regulations or by-laws and pay all fees in connection therewith unless otherwise arranged and decided on in writing with the Executive Engineer. He shall also ensure that no attachments are made against materials of work forming part of or for the use of the contract. In every case referred to in this clause the contractor shall protect and indemnity Government against any claim or Liability arising from or based on the violation of any such law, ordinance, regulation order, decree, or attachment whether by himself or by his employees.  |
| 5 | <b>42. Accidents – Hoarding – Lighting observation- Watchman:</b>   |
|   | 42.1 When excavation have been made or obstacles have been put in public thorough fare or in places where there is any likelihood d accidents, the contractor shall comply with any requirement of law or the subject and shall provide suitable hoarding and watchmen a! necessary   |

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|  | 42.2 It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against and claims for 'damages for injury to person a property, resulting from any such a claim and shall where the provisions of the Workmen's Compensation Act apply, take step to properly insure against any claims there under.   |
|  | 42.3 - On the occurrence of accident which results in the death of any of the workmen employed by the contractor or which is so seriousness as to be likely to result in the death of any such workmen, the contractor shall, within 24 hours of the happening of such accident, intimate in writing to the concerned section officer of the Department the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by Government resulting, directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident. |
|  | 42.4 - In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principal it shall be lawful for the Executive Engineer to retain out of money due and payable to the Contractor such sum or sums of money as may, in the opinion of The Executive Engineer shall be final in regard to all matters arising under, this clause.  |
|  | 42.5 - The contractor shall indemnify Government from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark, or name of other protected rights in respect of any constructional plant, machine work or material used for or in connection with the works or temporary works, or any of them and from and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect thereof in relation thereto.   |
|  | 42.6 - In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the provision of health and sanitary arrangements to workers employed by P.W.D. and Highways and Rural Works Department and their contractors Vide Appendix. In case the contractor fails to make arrangements and provide necessary  |

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|  | facilities as aforesaid the Executive Engineer shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.  |
|  | 42.7 - In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor at his own expense shall arrange for the safety provisions as per "Safety Code" framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide facilities as aforesaid and recover the costs included in that behalf from the contractor.                |
|  | 42.8 In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall arrange to furnish in triplicate particulars for each work in the proforma Vide Appendix XXXVIII by the end every month to the Executive Engineer in charge of the work   |
|  | <b>43. Blasting</b>   |
|  | 43.1 Blasting executed by contractors in connection with Government works shall be carried out in the manner described under "Blasting operation - Instructions to Contractor" of the TNBP.   |
|  | <b>44. Protection of Existing and Adjoining premises</b>  |
|  | 44. The contractor is to protect the whole of the adjoining and where necessary, the existing premises and all works and all fittings to all buildings on and adjoining the site against the structural and decorative damages caused by the execution of these works and make good in all respects all such damage done or occurring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work to existing public or to private footways or roadways. |
|  | <b>45. Permit other workmen – Co-operation – Afford Facilities</b>  |
|  | 45.1 The Executive Engineer shall have full power to send workmen upon the premises to execute fittings and other works not included in the contract, for whose operations the contractor is to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract, but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such            |

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|  | fittings or other works, provided he complies with the Executive Engineer's instructions in connections therewith, and provided that the damage is not caused by himself or his workmen.  |
|  | 452 The contractor shall, at all times co-operate assist, attend on, and afford facilities for such specialists as maybe employed by the Executive Engineer on other works in connection with the building, allowing them free of charge the use of all plant, light and water installed in the works. The contractor shall also cause such special work or protect it as instructed to avoid injury during progress of the works. For failure so to protect, the contractor must make good any damage caused.  |
|  | 45.3 When two or more contractors are engaged on installation or construction work in the same vicinity the Executive Engineer shall have authority to direct the manner in which each shall conduct the work so far as it affects other contractors.   |
|  | <b>46. Holes for water services, gas electrical and sanitary fittings</b>   |
|  | 46.1 The contractor shall leave all holes in masonry and floors for the insertion of water services, gas and electrical connections and sanitary fittings in the exact positions indicated by the Executive Engineer during the progress of work. These holes must be properly built up in a workman like manner at the contractor's cost, as soon as the fittings have been installed in cases, where the installations are made during the constructions of the building and where in the opinion of the Executive Engineer, delays in settlement of accounts will not thereby occur. |
|  | <b>47. Contract's risk and insurance</b>  |
|  | 47.1 The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive Engineer. The Govt. shall not be liable to pay for any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earth quake or other convulsions of nature and all other natural calamities and risks arising out of acts of God during such period and the option whether to take insurance coverage or not to cover and such loss or damages is left to the contractor.                                 |
|  | 47.2 Provided however, that the contractor, shall not be liable for all or any loss or damages occasioned by or arising out of acts of foreign enemies invasions hostilities or warlike operations (before or after declaration of war) rebellion military or usurped power.  |
|  | <b>48. Holidays</b>   |

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|  | 48.1 Subject to any provision to the contrary contained in the contract name of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays and other holidays without the permission in writing of the Executive Engineer or of the officer in-charge of the work, save when the work is unavoidable or absolutely necessary for the safety of life or property or for the safety of the works in which case the contractor shall immediately advise the Executive Engineer. |
|  | <b>6. MISCELLANEOUS</b>  |
|  | <b>49. Sand and Gravel</b>   |
|  | 49.1 The contractor shall not make any excavations upon the site for the purpose of obtaining gravel, sand or soil other than that shown or implied by the drawings, except with the previous permission of the Executive Engineer.  |
|  | <b>50. Old Curiosities</b>   |
|  | 50.1 All old curiosities, relics, coins, mineral, etc., found in excavating or pulling down, shall be the property of the Government and be handed over to the Executive Engineer. Should any ancient masonry, or other old work of interest be opened up the Executive Engineer's attention shall be called to the same before demolition or removal  |
|  | <b>51. Assignment or sub-letting</b>   |
|  | 51.1. The contractor shall not without the written consent of the Executive Engineer assign the contract nor sub-let Any portion of the same. Ordinarily no sub-letting will be permitted, but in case such should be permitted by the Executive Engineer, it shall in no way free the contractor from any of responsibilities under any clause of these "Conditions of Contract" or of the "Articles of Agreement"  |
|  | <b>52. Specialists</b>   |
|  | 52.1 The Executive Engineer shall, during the progress of the work have powers to select, nominate or recommend tradesmen or specialists to supply material or execute such portion of the work as he may consider desirable in the interests of the Government.   |
|  | <b>53. Ratification of the orders of the Executive Engineer</b>  |
|  | 53.1 Should the acceptance of the tenders be beyond the authorised powers of the Executive Engineer as laid down the P.W.D. code, the orders and decisions of such Executive • Engineer with regard to (a) extension of time for completing the contract will be subject to the ratification of the Superintending Engineer for all works for which  |

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|   | tenders were accepted by the Engineers of Public Works Department including Superintending Engineer, Chief Engineer / Board of Engineers and Government and (b) the termination of contract or of employment of specialists for certain portion of the works will be subject to the ratification of the Chief Engineer for all works for which tenders were accepted by Engineers of PWD including Superintending Engineer/Chief Engineer/Board of Engineers and Government.  |
|   | <b>54. Order Book</b>   |
|   | 54.1 An order book shall be kept at the P.W.D. Office on the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the P.W.D. Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Executive Engineer or the Superintending Engineer will countersign the entries, which have been made. The order book shall not be removed from the work except with the written permission of the Executive Engineer.   |
|   | 54.2 No photographs of the site or of the work or any part thereof shall be taken except with the permission in writing of the Executive Engineer and no such photographs shall be published or otherwise circulated without the permission of the Chief Engineer.  |
| H | <b>H. DATE OF COMMENCEMENT, COMPLETION, DELAYS, EXTENSION, SUSPENSION OF WORK AND FORFEITURE</b>  |
|   | <b>55. Date of commencement and completion</b>  |
|   | 55.1 On notification of possession of the site (or premises) being given to the contractor by letter registered for acknowledgement as provided in clause 9.1 supra, he shall forthwith begin the work, shall regularly and continuously proceed with them, and shall complete the same (except for painting or other work which, in the opinion, of the Executive Engineer, it may be desirable to delay) by the date of completion, as defined in the "Articles of Agreement" subject nevertheless, to the provisions of extension of time mentioned in the next clause. The contractor shall under no circumstances be entitled to claim any damages from Government if he incurs any expenses or liabilities to payment under the contract before the date of commencement defined above. The contractor shall have the right to withdraw from the contract and obtain refund of his security deposit if such intimation of handing over the site is delayed by more than two months from the date of acceptance of the |

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|  | agreement by competent authority.  |
|  | <b>56. Delays and extension of time</b>  |
|  | <p>56.1 No claim for compensation on account of delays or hindrances to the work from any cause whatever shall be except as hereinafter defined.</p> <p>Reasonable extension of time will be allowed by the Executive Engineer or by the officer competent to sanction the extension for unavoidable delays, such as may result from causes which in the opinion of the Executive Engineer are undoubtedly beyond the control of the contractor. The Executive Engineer shall assess the period of delay or hindrance caused by any written instruction issued by him at twenty five percent in excess of the actual working period so lost. If at any time the Executive Engineer is of the opinion that there has been avoidable delays and the contractor fails to maintain the rate of progress specified in the articles of agreement, it shall be lawful for the Executive Engineer to impose penalty or order forfeiture from the Deposit and sanction the extension of time for such delays, provided however, the penalty and forfeiture shall be governed as per clause 57.2 and 57.3.</p> |
|  | <p>56.2 In the event of the Executive Engineer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor the latter shall have the right to claim an assessment of such delay by the Superintending Engineer of the Circle. The contractor shall lodge in writing to the Executive Engineer a statement of claim for any delay or hindrance referred to above within fourteen days from its commencement otherwise no extension of time will be allowed.</p>   |
|  | <p>56.3 Whenever, authorized alterations or additions made during the progress of the work are of such nature in the opinion of the Executive Engineer as to justify an extension of time in consequence thereof such extension of time will be granted in writing by the Executive Engineer or other competent authority when ordering such alterations or additions.</p>   |
|  | <p>57. Delays in commencement or progress or neglect of work or suspension of works by the contractor and forfeiture of Earnest Money, Security Deposit and withheld amount</p>  |
|  | <p>57.1 Time shall be considered as the essence of the contract. If at any time the Executive Engineer shall be of the opinion that contractor is delaying commencement of the work neglecting or delaying the progress of work as defined in the tabular</p>  |

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|  | statement, "Rate of Progress" in the Articles 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 this contractor from the deposit or to determine the contract.  |
|  | 57.2 The penalty or forfeiture referred to in Clause 57.1 shall not exceed 5% of the value of 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.   |
|  | 57.3 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.  |
|  | 57.4 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 contract, in which case any expenses which may be incurred in excess of such amount which would have been paid to the original contractor if 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 Government under this contract or any other amount what so ever Provided also that if the expenses incurred by the government are less than the amount payable to the contractor at his agreement rate the difference will not be paid to the contractor. |
|  | 57.5 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  |

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|  | reason of his having purchased or processed any materials or entered into any engagements or made any advances 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, 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 he shall only be entitled to be paid the value so certified.  |
|  | <p>57.6 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 sue' plant and materials thereon (or any ground contiguous there to) 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 liberty to remove from the site of works 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 liable to make any payment to the contractor on account of use of such plant for 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 there of 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 required for completion of the works, if such plant and materials are not removed with fourteen days after notice and have been so given, 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 to expense of any such removal and sale shall be final and binding on the contractor.</p> |
|  | <b>1. PARTICULARS OF PAYMENT</b>   |
|  | 58. Payment on lump sum basis or by final measurement in unit prices   |
|  | <p>58.1 Final measurements need not be taken unless either the contractor or the Executive Engineer claims extras to or deductions from the quantities of schedule - A. In case final measurements are claimed, they shall be taken only for those items for</p>   |

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|  | which either the contractor or the Executive Engineer claims final measurements and the quantities of the remaining items in Schedule-A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by adding thereto or deducting there from as the case may be, the difference (if any) between the amounts mentioned in Schedule-A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurement aforesaid.  |
|  | 58.3 It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of Government from all further claims by the contractor under the contract.   |
|  | <b>59. Payment for additions and deductions for omissions</b>   |
|  | 59.1 No authorised variation shall vitiate the contract, but additions and omissions shall be measured up and dealt with in accordance with clause 58.2'  |
|  | 59.2 If there is no rate in Schedule A for additional work ordered to be carried out by the Executive Engineer, then prior to execution of the additional work, a rate for the additional work, shall be worked out in accordance with the methods indicated in 59.3 and with the rate agreed upon a supplemental agreement shall be entered in the proper departmental form signed and dated by the contractor and the Executive Engineer and or any other officer for the time being authorised to accept such agreement and supplemental agreement shall on such acceptance form part of the original agreement. A copy of the supplemental slip shall be given to the contractor. |
|  | 59.3.1 The rate for additional works shall be derived from the rate for similar items of work in the accepted agreement.  |
|  | 59.3.2 In the case of works for which supplemental agreement is to be entered into during the period when the schedule of rates has not changed from the date of execution of the original agreement then the rates for supplemental agreements may be the prevailing schedule or rates plus or minus tender premium in case the rates" cannot be derived from the items in the original agreement. In other case, where the schedule or rates has changed in the intervening period, the rates prevailing as per the schedule of rates at the time of execution of supplemental items will be adopted with, no tender premium over this rate.  |

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|  | 59.3.3 If the rate for a particular item of work is not in the schedule of rates, the prevailing market rate when the work has done shall be adopted. ,  |
|  | 59.3.4 If the rates cannot be determined as above, the rates shall be fixed on the cost of lab our and materials plus 10 percent thereon, provided the vouchers shall have been delivered to the Executive Engineer within 7 days after such work is completed. If the Executive Engineer considers that the vouchers are unduly high, the Executive Engineer can valuate the work as reasonable and fair and make payment if the value of payment is less than Rs. 1,000. If the value of additional payment exceeds Rs. 1,000 the contractor shall have the right to submit matter to arbitration. |
|  | <b>60. No payment for unsanctioned extras</b>  |
|  | 60.1 It shall be distinctly understood that no payment whatever will be made to the contractor for variations by way of extras, in cases where such variations have been" made within the written sanction of Executive Engineer.  |
|  | <b>61. Accounts Receipts and Vouchers</b>  |
|  | The contractor shall at any time upon the request of the Executive Engineer furnish him with all invoices account, receipts and other vouchers that he may require in connection with the contract.  |
|  | <b>62. Fraud, willful neglect or default</b>   |
|  | 62.1 No final or other certificate of payment or of completion, acceptance or settlement of account shall, in any circumstances, relieve the contractor from his liability for any fraud, or willful neglect or default in the execution of the contract or any willful or unauthorized deviations from drawings, specifications, instructions and directions for the time being binding upon him.   |
|  | <b>63. Unfixed materials</b>   |
|  | 63.1 No payment or advance will be made for unfixed materials when the rates are finished work in situ.  |
|  | <b>64. Payments and Certificate</b>  |
|  | 64.1 Payments will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the Executive Engineer or the Sub-Divisional Officer, within 14 days of the date of each certificate an intermediate payment will be made by the Executive Engineer or the Sub-Divisional officer of a sum equal to 95 percent of the value of work, as so certified and the balance of 5 percent will be withheld and retained as security for the due fulfillment of the contract. Under the certificate to be  |

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|  | <p>issued by the Executive Engineer or Sub-Divisional Officer on the completion of the entire works, the contractor will receive the final payment of all the money due or payable to him under or by virtue of the contract except security deposit and the withheld amount equal to 2 1/2 percent of the total value of the work done provided there is no recovery from or forfeiture by the contractor to be made under clause 57. The amount withheld from the final bill will be retained under. Deposits and paid to the contractor together with the Security Deposit after one year reckoned from the date of completion of work or as soon after the expiration of such period of one year as all defects shall have been made good according to the true-intent and meaning thereof whichever shall last happen. In the event the final bill remains unpaid even after the period of one year aforesaid, the Executive Engineer shall refund the security deposit which included the E.M.D. and also the withheld amount on a separate bill if requested for by the contractor in writing. No certificate of Executive Engineer or Sub-Divisional Officer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates nor shall it relieve the contractor from his liability to make good defects and provided by the contract. The contractor when applying for a certificate, shall prepare a sufficiently detailed bill based on the original figures of quantities and rates in the contract Schedule-A to the satisfaction of the Executive Engineer, to enable the Executive Engineer or the Sub-Divisional Officer to check the claims and issue the certificate. The certificates as to such of the claims mentioned in the application as are allowed by the Executive Engineer or the Sub-Divisional Officer shall be issued within fourteen days of the application. No application for a certificate shall be made within fourteen days of a previous application.</p> |
|  | <p>64.1 (A) Notwithstanding the above clause, the withheld amount of 2 1/2% from the final bill in respect of contract for construction of original building, will be retained by the Govt. for a total period of one year in lieu of six months period referred to in clause 64.1 above and will be released after the expiry of one year period on execution of an indemnity bond by the contractor to the satisfaction of the Exe. Engr. for a further period of four years to ensure structural stability of the building under clause 26.1 A</p>   |
|  | <p>64.2 When there are complaints from the labour Department about non-payment of wages to the labourers employed by the Contractor for the execution of works under agreement, the Executive Engineer, shall have full powers to withhold the bills claimed by the contractor pending clearance certificate from the Labour Department and to act</p>  |

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|  | as per the direction given by the Labour Department.  |
|  | <b>65. Interest on money due to the contractor</b>  |
|  | 65.1 No omission by the Executive Engineer or the Sub Divisional Officer to pay the amount due upon certificates shall vitiate or make void the contract not shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, be found to be due to him.  |
|  | 65.2 Whenever the withheld amount reaches Rs. 1,000 or a multiple thereof, the contractor may, at his option, deposit with the Executive Engineer an equal amount in sums of Rs. 1,000 or a multiple thereof, in any of the forms of interest bearing securities recognized for the purpose by the T.N. Public Works Account Code and subject to the provisions thereof contained in which case the equivalent withheld amount shall be paid to him forth with. The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rates of progress contained in the Articles of Agreement is properly maintained.   |
|  | <b>66. Acceptance of final measurements</b>   |
|  | 66.1 The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Executive Engineer, either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of or connected with the contract and also produce a certificate from the Income Tax Authorities that all income tax payable by him upto-date has been duly paid provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agree that Executive Engineer in supplying the final measurement certificate need not be bound by the proceeding measurements and payments. The final measurements, if any of the Executive Engineer shall be final conclusive and binding on the contractor. |
|  | <b>67. Recovery of money from contractor in certain cases</b>   |
|  | 67.1 In every case in which provision is made for recovery of money from the contractor, Government shall be entitled to retain or deduct the amount thereof from any money, that may be due or may become due to the contractor under these presents and or under any other contract or contracts or any other account what so ever.   |

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|   | 67.2 Recovery under Revenue Recovery Act Whenever any amount has to be paid by the Contractor in view of the determination of the contract by virtue of clause 57 or any amount that may be due from the contractor is under these presents and the contractor is not responding to the demands for the payment of the said amount, then the Govt. shall be entitled to recover the said amount under the provisions of the Revenue Recovery Act.  |
|   | <b>68. Contractor dying becoming insolvent insane or imprisoned</b>  |
|   | 68.1 In the event of the death or insanity or insolvency or imprisonment of the contractor, or where the contractor being a partnership or firm becomes dissolved or being a corporation goes into liquidation voluntary' or otherwise, the contract may at the option of the Executive Engineer, be terminated by notice in writing posted at the site of the works and advertised in one issue of the local district Gazette and all accepted and acceptable works shall forthwith be measured up and paid for at the rates provided in the contract schedule where such apply, or otherwise, by the most recent schedule of rate of the division approved by competent authority to the person or persons entitled to receive and give a discharge for the payment. |
|   | <b>APPENDIX – 1 OF PUBLIC WORKS DEPARTMENT SAFETY CODE</b>   |
|   | <b>General Rules as to Scaffolds.</b>  |
| 1 | Suitable scaffolds shall be provided for workman for all works that cannot be safely done from a ladder or by other means. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and the ladder shall be given an inclination not steeper than 0.25 to 1 (0.25 horizontal to 1 vertical) when the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder   |
| 2 | A scaffold shall not be constructed, taken down or substantially altered except (a) under the supervision of a competent and responsible person and (b) as far as possible by competent workers possessing adequate experience in such work.   |
| 3 | All scaffolds and appliances connected therewith and all ladders shall<br>a) be of sound materials<br>b) be of adequate strength having regard to the load strain to which they will be subjected and<br>c) be maintained in proper condition  |
| 4 | Scaffolding or staging more than 3.5 metres above the ground or floor shall have a guard rail properly attached / braced and otherwise secured atleast 0 metres above the floor or platform of such scaffolding or staging extending along the entire length of  |

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|    | the outside and ends thereof with only such opening as may be necessary for delivery of materials. Such scaffolding or staging shall be so fast ends as to prevent it from swaying from the building or structure   |
| 5  | Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use  |
| 6  | Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed  |
| 7  | Before installing lifting gear of scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.   |
| 8  | Working platform, gangways and stairways should be so constructed that no part there can save unduly or unequally. If the height or the platform or the stairways is more than 3.5metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in (4 above)   |
| 9  | Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing for a minimum height of 0.9 meter to prevent the fall off persons or material.   |
| 10 | Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30cm for ladder upto and including 3 metres in length. For longer ladders this width should be increased atleast 20mm for each additional metre of length uniform step spacing should not exceed 30cm. Adequate precautions should be taken to prevent danger from electrical equipment. No materials on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the Public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damage and cost which may be awarded in any such suit, action or proceedings to any cost which may with the consent of the contractor be paid to compromise any claim by any such person. |
| 11 | <b>Excavation and trenching</b>   |

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|    |  |
|----|--|
|    | Trenches -1.2 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 0.8 meter above the surface of the ground. The sides of trenches which are 1.5 meters or more in depth shall be stepped back to give suitable slope or hold securely by timber bracing, so as to avoid the danger of sides to collapse.  |
| 12 | <p>Demolition - Before any demolition is commenced and also during the process of the work -</p> <p>a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.</p> <p>b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged. c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.</p> |
| 13 | All necessary personal safety equipment as considered adequate by the Executive Engineer shall be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.   |
|    | a) Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective goggles.   |
|    | b) Those engaged in white-washing and mining or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles  |
|    | c) Those engaged in welding works shall have protective goggles and protective clothing and seated at sufficiently safe intervals.   |
|    | d) Those engaged in welding works shall be provided with welder's protective sight lags  |
|    | e) When workers are employed in sewers and man holes which are in use, the contractor shall ensure that the manholes covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes , and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public  |

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|    | <p>f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Where ever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.</p> <p>(i) No paint containing lead and lead products shall be used except in the form of paste of ready-made paint.</p> <p>(ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.</p> <p>(iii) Overalls shall be supplied by the contractors to workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.</p> <p>(iv) When workers are employed in dangerous occupations like work with hot bitumen, drilling operations etc., which are likely to prove dangerous resulting in physical damage and casualty, adequate protection of the workers should be provided.</p>   |
| 14 | <p>When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatments of all injuries likely to be sustained during the course of the works.</p>  |
| 15 | <p>(a) Hoisting machines and tackle including their attachments anchorages and supports shall be good mechanical construction sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.</p> <p>(b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in control of any hoisting machine, including the scaffold winch or give signals to the operator.</p> <p>(c) In the case of every hoisting machine and of every chain ring hook shackle level and fully block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, in the case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable</p> |

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|    |   |
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|    | shall be clearly indicated. No part of any hoisting machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.  |
| 16 | Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, Hoisting appliance shall be provided with such means as will request to a minimum the risk of the accidental descent of the load. Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers and carry keys or other materials which are good conductors or electricity. |
| 17 | These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at workshop. The person responsible for the compliance of the safety code shall be named by the contractor.  |
| 18 | To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Executive Engineer of the Department or other representative.   |
| 19 | Notwithstanding the above clauses (1) to (18) there is nothing in these to exempt the contractor from the operations of any other Act of rules in force in the Republic of India. Model Rules for provision of Health and Sanitary arrangements for workers employed by the P. W.D. and Highways and Rural works Department and their contractors The contractor's special attention is invited to relevant clauses of the "General conditions of contract" in the Tamilnadu Building Practice and he is requested to provide at his own expense the following amenities' to the satisfaction of the Executive Engineer.  |
| 20 | Application : These rules shall apply to all building and construction works in charge of P.W.D.  |
| 21 | Definition: (i) "Work place means a place at which an average fifty or more workers are employed in connection with construction work. . "Large work place" means a place at which at an averaged 500 or more workers are employed in connection with construction work.  |

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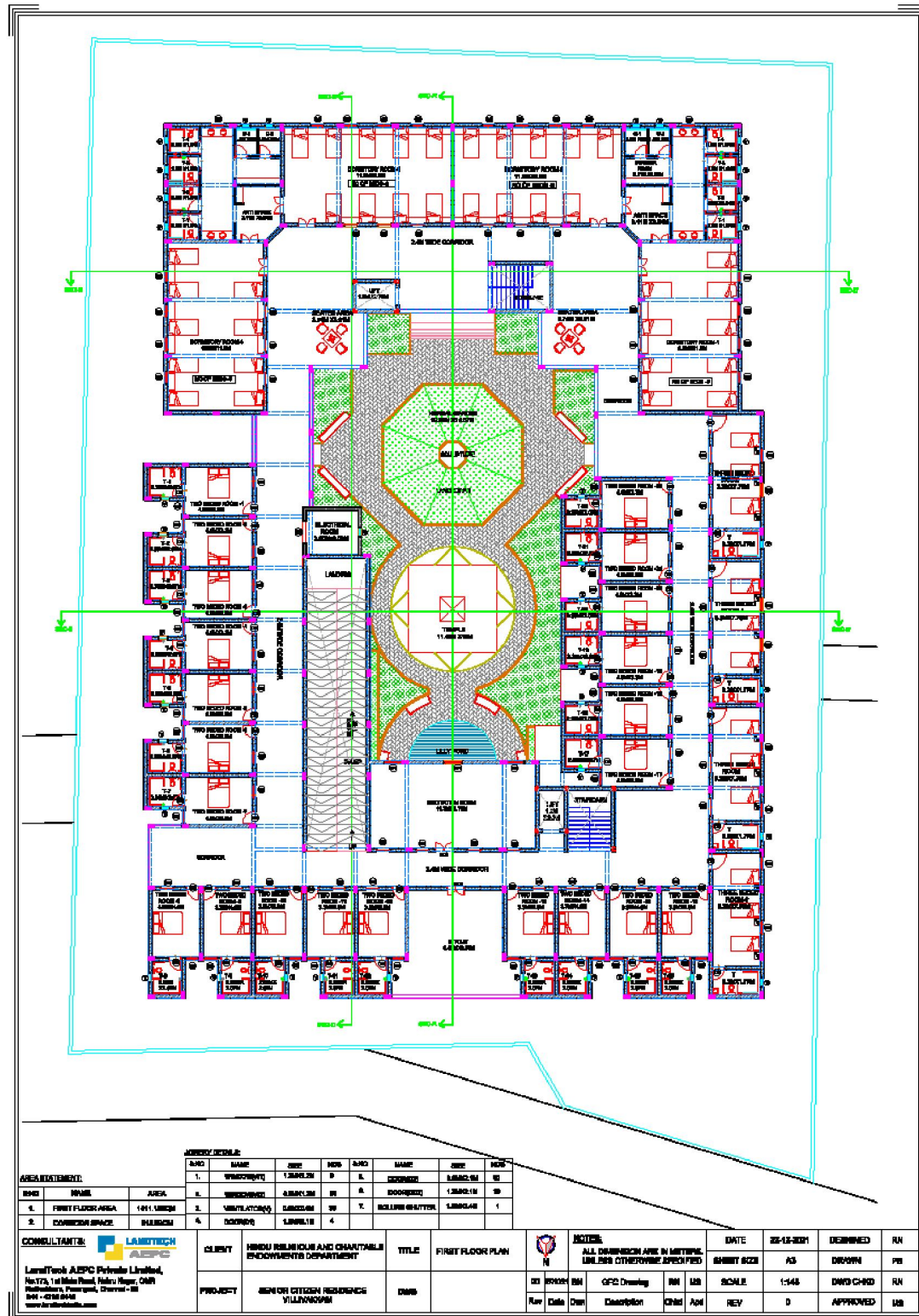
**LIST OF DRAWINGS**

Name of work: "Construction of Marriage Hall at the vacant site in Sellur, belongs to Arulmigu Executive Officer Arulmigu Devi Balamman and Ilankalamman Temple,Villivakkam , Chennai-49 )"

| S.NO | Description of Drawing | Drawing No. |
|------|------------------------|-------------|
| 1    | Ground floor plan      | 1           |
| 2    | First floor plan       | 1           |
| 3    | Second floor plan      | 1           |

Contractor

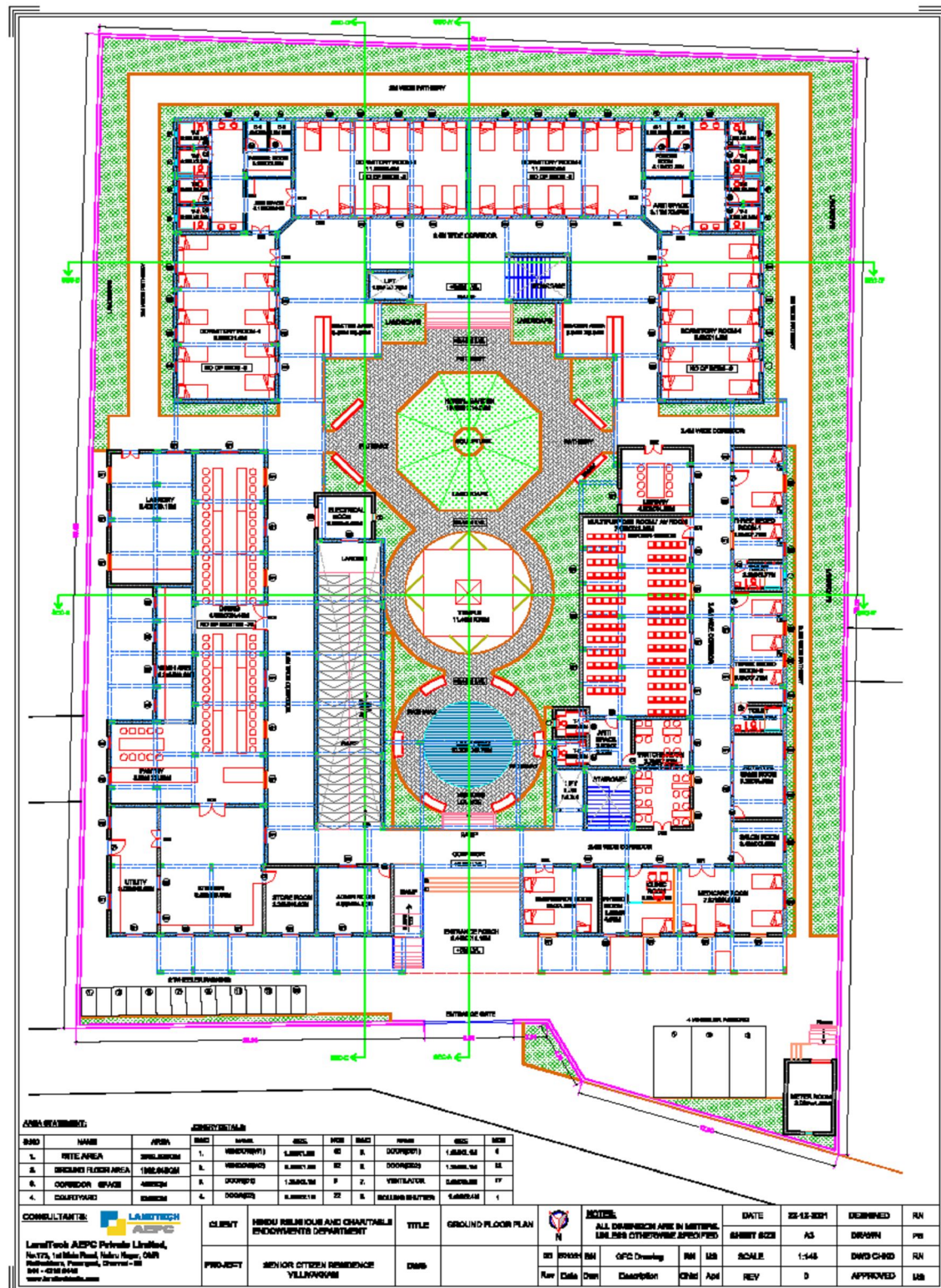
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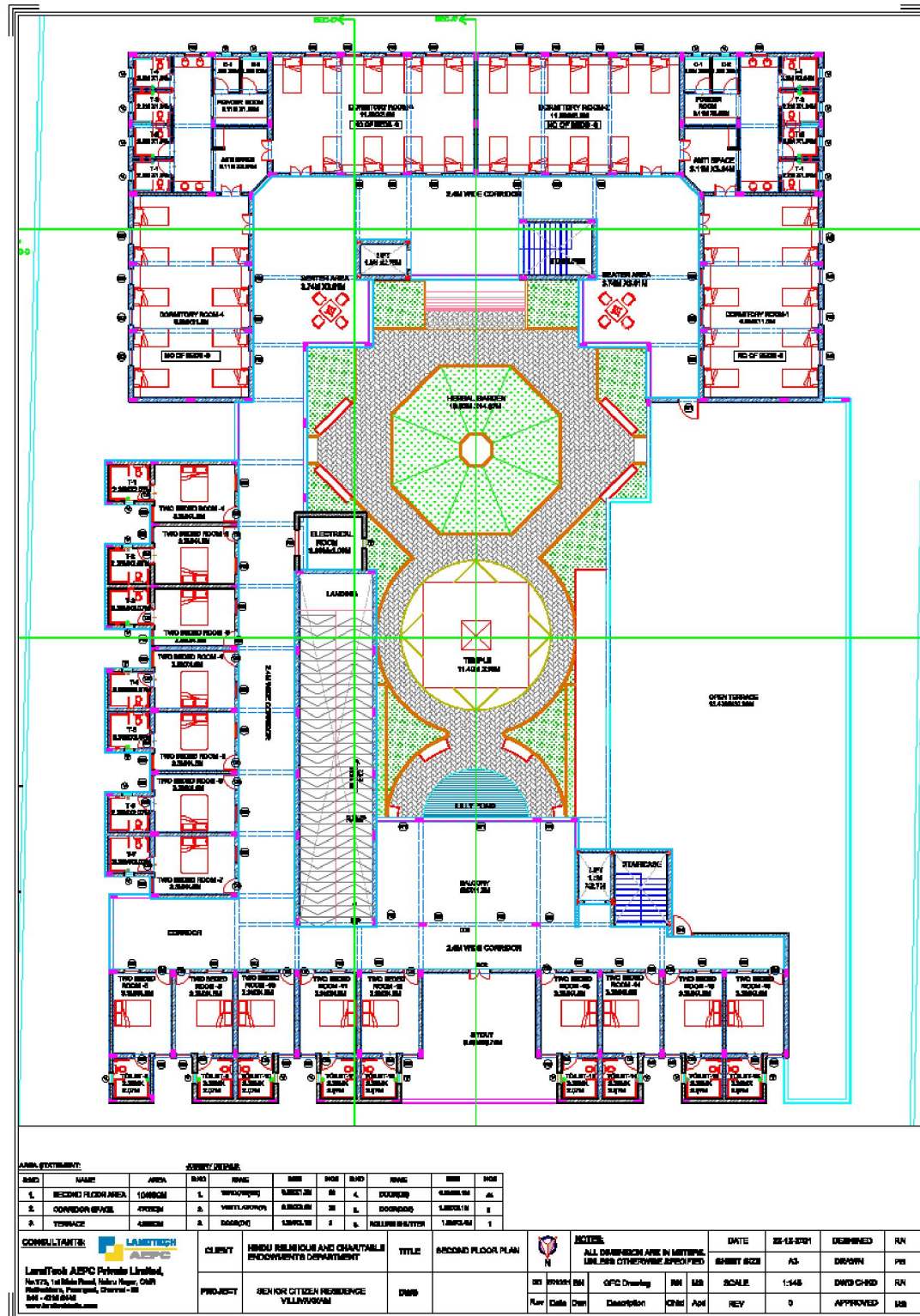
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## ANNEXURE II

Contractor

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**CHECK LIST OF DOCUMENTS**

| S.No. | Check List   | Enclosed<br>(Yes / No) | Reference in<br>the Tender<br>Page No. |
|-------|--|------------------------|--|
| 1     | Covering Letter addressed to the Executive Officer   |                        |  |
| 2     | Price Tender   |                        |  |
| 3     | Annexure I - Extract of Tamil Nadu Building Practice |                        |  |
| 4     | List of Drawings                                     |                        |  |
| 5     | Schedule 'A'   |                        |  |

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| HINDU RELIGIOUS & CHARITABLE ENDOWMENT |   |  |                         |                                   | JOINT COMMISSIONER - 1 |               |                      |
|--|---|--|-------------------------|-----------------------------------|------------------------|---------------|----------------------|
| SCHEDULE - A                           |   |  |                         |                                   |                        |               |                      |
| NAME OF THE WORK                       |   | CONSTRUCTION OF SENINOR CITIZENS RESIDENCE INCLUSIVE OF ALL FACILITIES IN THE LAND BELONGS TO ARULMIGU DEVI BALIAMMAN AND ILANGALIAMMAN THIRUKOIL AT VILLIVAKKAM, CHENNAI DISTRICT   |                         |                                   |                        |               |                      |
|  | Quantity In figures and in words  | Description  | T.N.B. P No. or NBC No. | Unit in Figures and in words      | RATE IN FIG Rs.        | RATE IN WORDS | Amount in rupees Rs. |
| 1                                      | 3175.00 m3<br>(Three thousand one Hundred and seventy five cubic metre only )         | Earth work excavation for foundation in all soils and sub-soils and to full depth as may be directed except in rock requiring blasting inclusive of shorting shuttering, bailing out water wherever necessary and desposting the surplus earth with the compound in places shown by the departmental officers with an initial lead of 10 mts and initial lift of 2 mts. and clearing and leveling the site, etc., complete complying with standard specification | 23 & 24 V, VI S2        | 1m <sup>3</sup> (One cubic metre) |                        |               |                      |
| 2                                      | 846.00m <sup>3</sup><br>(Eight hundred forty six cubic metre only)                    | Extra for every additional 1 metre lift or part there of over the initial lift   | 24 & 25 V, VI S2        | 1m <sup>3</sup> (One cubic metre) |                        |               |                      |
| 3                                      | 1454.00 m <sup>3</sup><br>(One Thousand four hundred and fifty four cubic metre only) | Supplying and filling in foundation, basement, etc with filling sand in layers of not more than 15 cm thick well watered, rammed and consolidated etc. complete complying with standard specification and as directed by the departmental officers   | 24 & 25 V, VI S2        | 1m <sup>3</sup> (One cubic metre) |                        |               |                      |

|    |  |  |                    |                                   |  |  |  |
|----|--|--|--------------------|-----------------------------------|--|--|--|
| 4  | 1083.00 m3 (One Thousand and eighty three cubic metre only)        | Sand Gravel Mix: ( 150 mm thick) Providing and laying sand gravel mix X : Y to the required thickness to give a minimum soaked CBR value as per IRC 37-1984 including cost and conveyance of sand and gravel to the work site and stacking them to the standard departmental metric gauge for proportion of mix sand x and gravel y. | 24 & 25 V, VI S2   | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| 5  | 375.00m <sup>3</sup> (Three hundred seventy five cubic metre only) | Cement Concrete 1:5:10 (One Cement, Five sand and Ten hard broken stone jelly) using 40 mm gauge hard broken granite stone jelly for foundation  | 28 V, VI S2 (SS.A) | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| 6  |  | Brick work in following Cement Mortar using best quality of Second Class Table Moulded Chamber Burnt Bricks 9" x 4-1/2" x 3" for foundation and basement including curing, etc., complete complying with standard specification  |                    | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| ii |  | <b>In Cement Mortar 1:5</b>  |                    |                                   |  |  |  |
| a  | <b>273.00 m3 (Two hundred seventy three cubic metre only)</b>      | Foundation and basement Cement Mortar 1:5  |                    | 1m <sup>3</sup> (One cubic metre) |  |  |  |
|    |  | <b>In Cement Mortar 1:6</b>  |                    |                                   |  |  |  |
| b  | <b>699.00m3 (Six hundred ninety nine cubic metre only)</b>         | In Ground floor Cement Mortar 1:6  |                    | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| c  | <b>615.00m3 (Six hundred fifteen cubic metre only)</b>             | In First floor Cement Mortar 1:6   |                    | 1m <sup>3</sup> (One cubic metre) |  |  |  |

|   |   |  |  |                                    |  |  |  |
|---|---|--|--|------------------------------------|--|--|--|
| d | <b>594.00 m3 (Five hundred Ninety four cubic metre only)</b>              | In Second Floor Cement Mortar 1:6  |  | 1m <sup>3</sup> (One cubic metre)  |  |  |  |
| e | <b>100.00m3 (One hundred cubic metre only)</b>                            | In Third floor Cement Mortar 1:6   |  | 1m <sup>3</sup> (One cubic metre)  |  |  |  |
| 7 | 47.00 m2<br>(Forty seven square metre only)                               | Damp proof course with Cement Mortar 1:4 (One Cement and Four sand) 12mm thick mixed with best approved quality water proofing compuond conforming to indian standard specification as specified by the departmental officeers at 2% BY weight of cement used and finishing, curing etc. complete complting with standard specification.   | S38 (S6) & V, VI                         | 1m <sup>2</sup> (One square metre) |  |  |  |
| 8 |   | Supplying and erecting steel centering including necessary supports for plane surfaces for Reinforced cement concrete works such as column footings, column pedestals , plinth beams, staircase steps, etc. Which require only nominal strutting using mild steel sheets if size 90cm x 60cm and 10BG stiffened with welded mild steel angels of size 10cm x 6.5cm spaced at about 75cm centre to centre or at suitable intervals etc. complete in all floors complying with standard specification. (payment for centering shall be given after the concrete is laid) |  |                                    |  |  |  |
| a | 3519.00m2<br>(Three thousand five hundred and nineteen square metre only) | Supplying and erecting centering for sides and soffits including necessary supports and strutting upto 3.29 M height for plane surfaces  | 30(S)<br>86 86<br>A V, VI<br>(S3)<br>VII | 1m <sup>2</sup> (One square metre) |  |  |  |

|   |   |  |  |                                    |  |  |  |
|---|---|--|--|------------------------------------|--|--|--|
| b | 8690m <sup>2</sup> (Eight thousand six hundred and ninety square metre only)                          | For plane surfaces such as RCC floor slab, roof slab, beams, lintels, bed blocks, landing slab, waist slab, portico slabs and beams, etc.  |  | 1m <sup>2</sup> (One square metre) |  |  |  |
| c | 2851.79 m <sup>2</sup> (Two thousand and Eight hundred Fifty onepoint seventy nine square metre only) | For plane surfaces such as rectangular or square RCC columns, sunshades, top and bottom slab of RCC boxing, etc.   |  | 1m <sup>2</sup> (One square metre) |  |  |  |
| 9 |   | Providing and laying In position , Standard concrete Mix M-30 Grade in accordance with IS:456-2000, using 20mm and down graded hard broken granite stone jelly for all RCC items of works with minimum cement content of 400 kg/m <sup>3</sup> and maximum water cement ratio of 0.45, including admixture (plasticiser / super plasticise) in recommended proportions as per IS:9103 to accelerate, retard setting of concrete , improve workability with out impairing strength and durability with about (5.0 cu.m.) 7730kg. of 20mm machine crushed stone jelly and with about (3.3 cu.m.)5156 kg of 10-12mm machine crushed stone jelly and with about (4.79 cu.m) 7670 kg. of sand but excluding cost reinforcement grill and fabricating charges, centering and shuttering and also including laying, vibrating with mechanical vibrators, finishing, curing, etc. and providing fixtures like fan clamps in the RCC flooring / roof slabs wherever necessary without claiming extra, and fine aggregates to be used should comply with the requirement of IS standards ( No separate payment will be made by the Department for the excess usage of materials. |  |                                    |  |  |  |

|   |   |                            |  |                                   |  |  |  |
|---|---|----------------------------|--|-----------------------------------|--|--|--|
| a | 730.00 m <sup>3</sup> (Seven hundred Thirty cubic metre only)         | In foundation and basement |  | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| b | 463.00 m <sup>3</sup> (Four hundred Sixty three cubic metre only)     | In Ground floor            |  | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| c | 479.00m <sup>3</sup> (Four hundred seventy nine cubic metre only)     | In First floor             |  | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| d | 381.00 m <sup>3</sup> (Three hundred and eighty one cubic metre only) | In Second Floor            |  | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| e | 49m <sup>3</sup> (fourty nine cubic metre only)                       | In Third floor             |  | 1m <sup>3</sup> (One cubic metre) |  |  |  |

|    |  |  |  |                                   |  |  |  |
|----|--|--|--|-----------------------------------|--|--|--|
| 10 |  | Providing and laying in position, Standardised Concrete Mix M-20 Grade in accordance with IS:456-2000, using 20mm and down graded hard broken granite stone jelly for all RCC items of works with minimum cement content of 325 kg/m <sup>3</sup> and maximum water cement ratio of 0.55, including admixture (plasticiser / super plasticiser) in recommended proportions as per IS:9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability with about (5 cu.m.) 7730 kg. of 20mm machine crushed stone jelly and with about (3.3 cu.m.) 5156 kg. of 10-12mm machine crushed stone jelly and with about (4.79 cu.m.) 7670 kg. of sand, but excluding cost of reinforcement grill and fabricating charges, centering and shuttering and also including laying, vibrating with mechanical vibrators, finishing, curing, etc. and providing fixtures like fan clamps in the RCC floor/ roof slabs wherever necessary without claiming extra, etc., complete complying with standard specification and as directed by the departmental officers. The coarse and fine aggregates to be used should comply with the requirements of IS Standards. (No separate payment will be made by the Department for the excess usage of materials). |  |                                   |  |  |  |
| a  | 46m <sup>3</sup> (fourty six cubic metre only) | In foundation and basement   |  | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| b  | 10m <sup>3</sup> (Ten cubic metre only)        | In Ground floor  |  | 1m <sup>3</sup> (One cubic metre) |  |  |  |

|    |  |   |                                  |                                   |  |  |  |
|----|--|---|----------------------------------|-----------------------------------|--|--|--|
| 11 |  | cement concrete 1:1-1/2:3 (one Cement One and a half sand and three hard broken stone jelly ( using 20mm gauge hard broken granite stone jelly for all RCC items of works excluding cost of reinforcement grill and fabricating charges centering and shuttering but including laying , vibrating with mechanical vibrator, finishing, curing, etc. and providing fixtures like fan clamp in the RCC footer / roof slabs wherever necessary and bearing surfaces of walls beams etc. shall be finished smooth with cement mortar 1:3 ( one cement and three sand ) and kraft paper laid over it without claiming with standard specification and as directed by the departmental officers |                                  |                                   |  |  |  |
|    | 20 m3 (Twenty cubic metre only)                        | In foundation and basement  |                                  | 1m <sup>3</sup> (One cubic metre) |  |  |  |
| 12 | 3035.00 Qtl (Three thousand thirty five quin tal only) | supplying , fabricating and placing In position Mildsteel/ Ribbed tor steel grills for all RCC works as per design given include cost of steel and GI bliding wir in all floors etc. complete complying with standard specification . ( Contractor has to make his own arrangements for the supply of steel and blinding wire)  | SS 86 & 86 A V, VI (S3) (S6) VII | 1Qtl (One quin tal )              |  |  |  |



|    |   |  |                                    |                                    |  |  |  |
|----|---|--|------------------------------------|------------------------------------|--|--|--|
| 13 |   | Brick partition walls of 11.50cm thickness using best quality II class table moulded chamber burnt bricks of size 9" x 4-3/8" x 2 - 3/4" in Cement Mortar 1:3 (One Cement and Three Sand) using hoop iron reinforcement if found necessary including curing etc. complete and as directed by the departmental officers. (Hoop iron reinforcement will be measured and paid for separately)   | 31 & similar to 31C V, VI (S5) VII |                                    |  |  |  |
| a  | 128.00 m2 (One hundred Twenty eight square metre only)              | In Ground floor  |                                    | 1m <sup>2</sup> (One square metre) |  |  |  |
| b  | 128.00 m2 (One hundred Twenty eight square metre only)              | In First floor   |                                    | 1m <sup>2</sup> (One square metre) |  |  |  |
| c  | 128.00m2 (One hundred Twenty eight square metre only)               | In Second Floor  |                                    | 1m <sup>2</sup> (One square metre) |  |  |  |
| 14 | 2539.00m2 (Two thousand five hundred thrity nine square metre only) | Paving the floor with best quality Double Charged Vitrified Tiles of size 600 x 600 x 8mm of approved colour, shade and quality laid in cement mortar 1:3 (one cement and three sand) 20mm thick in all floors and the top pointed with the white cement mixed same colour pigments etc. complete complying with standard specification. (The amke and brand of the tiles should be got approved by Executive Engineer before use on works |                                    | 1m <sup>2</sup> (One square metre) |  |  |  |

|    |   |   |      |                                    |  |  |  |
|----|---|---|------|------------------------------------|--|--|--|
| 15 | 340.00m <sup>2</sup> (Three hundred and forty square metre only)                  | Paving the floor with best approved quality fine polished Granite Stone Slabs of size 1200 x 600 of 18 / 20mm thick of Synthetic Grey, Paradise and similar varieties with machine cut edges laid over a cement mortar bed of 20mm thick using cement mortar 1:3 (One cement and three sand) fixing the slabs with required cement slurry and laid in true right angles with minimum possible width of joints and pointing the joints with white cement mixed with matching colouring pigments etc., The granite stone slabs and other materials to be used shall be got approved by the Executive Engineer concerned before use on work, etc., complete as per standard specification. |      | 1m <sup>2</sup> (One square metre) |  |  |  |
| 16 | 2222.00m <sup>2</sup> (Two thousand and two hundred twenty two square metre only) | Paving the floor with pre-polished concrete anti-skid tiles (Required shape and design) of 20mm thick of approved quality and colour laid in cement mortar 1 :3 (One cement and three sand) 20mm thick and point with white cement mixed with colouring pigment at the rate of 0.40kg/sq curing etc. complete complying with standard specification and as directed by the departmental officers.(The make and brand of the tiles should be got approved by Executive Engineer before use on works)   | 39 A | 1m <sup>2</sup> (One square metre) |  |  |  |

|    |  |  |      |                                    |  |  |  |
|----|--|--|------|------------------------------------|--|--|--|
| 17 | 55.00m2<br>(Fifty five square metre only)                            | Paving the floor with pre-polished concrete anti-skid step tiles (Required shape and design) of 20mm thick of approved quality and colour laid in Cement Mortar 1:3 (One Cement and Three sand) 20mm thick and pointed with white cement mixed with colouring pigment at the rate of 0.40 Kg. / sq.m., curing, etc., complete complying with standard specification and as directed by the departmental officers. (The make and brand of the tiles should be got approved by Executive Engineer before use on works) | 39 A | 1m <sup>2</sup> (One square metre) |  |  |  |
| 18 |  | Dadoing walls with following best approved quality, white / colour glazed tiles of following sizes set in Cement Mortar 1:2 ( One Cement and two sand) 10mm thick and pointing the joint with white cement mixed with colouring pigment at the rate of 0.40 kg./sq.m. neatly in all floors curing etc. complyinf with standard specification and as directed by the departmental officers.   | 39 A |                                    |  |  |  |
|    | 1485m2 (One Thousand four hundred and eighty five square metre only) | Dadoing with white glazed tiles of size 150mm x 150mm x 6mm  |      | 1m <sup>2</sup> (One square metre) |  |  |  |

|    |  |   |                             |                                    |  |  |  |
|----|--|---|-----------------------------|------------------------------------|--|--|--|
| 19 |  | Weathering course in brick jelly lime concrete using broken brick jelly of size 20mm uniform gauge in pure slaked lime ( no sand to be used ) to the proportion of brik jelly to lime being 32:12.5 by volume and laid over the RCC roof slab in a single layer of required slope and finished by beating the concrete with wooden beaters of approved pattern, keeping the surface constandtly wet by sprinkling lime jaggery water, etc complete as per standard specification and as directed by the departmental officers | 51 (10-1) V, VI (S5) VII, 3 |                                    |  |  |  |
| a  | 41 m3 (fourty one cubic metre only)                                | In First Floor  |                             | 1m <sup>3</sup> (One cubic metre)  |  |  |  |
| b  | 109 m3 (One hundred and nine cubic metre only)                     | In Second Floor   |                             | 1m <sup>3</sup> (One cubic metre)  |  |  |  |
| 20 | 1530.00 m2(One thousand five hundred and thirty square metre only) | Finishing the top of roof with one course of machine pressed tiles of size 230mm x 230mm x 20mm of approved quality set in cement mortar 1:3 ( one cement and three sand ) 12mm thick mixed with water proofing compount conforming to ISS at 2% by weight of cement used and the joints points neatly to full depth of tils with the same cement mortar mixed with red oxide and water proofing compound including etc. complete with standard specification and as directed by the departmental officers                    | 44 H V, VI (S5A) VII, 3     | 1m <sup>2</sup> (One square metre) |  |  |  |

|    |  |  |                    |                                    |  |  |  |
|----|--|--|--------------------|------------------------------------|--|--|--|
| 21 |  | Supplying and fixing in position best approved of BIS quality PVC rain water down fall pipes having a pressure of 4 kg. / sq.cm including cost of necessary PVC shoe , PVC Bend ,cast iron gratings of required diameter and special clamps, brass screws , nails, etc. and fixing of cast miron gratings at junction of parapet and the RCC roof slab including finishing neatly etc. complete The rate shall be inclusive of cast of removable cast iron grating. The PVC pipe shall be fixed in wall with speacial type of "U" clamp at the centre of the pipe line in addition to those for more than 3.0 metre pipe length , etc. complete complying with standard specification. |                    |                                    |  |  |  |
|    | 597.00 RM (five hundred ninety seven Running metre only)                     | 110mm dia 4kg/sqcm ( in building with ground floor only  | 107 V, VI (S1) VII | 1Rm (One Running metre)            |  |  |  |
| 22 | 134.00 RM (One hundred thirty four Running metre only)                       | Supplying and fixing 40mm dia GI pipe for staircase hand rail including labour charges for cutting , welding and fixing with MS flats (Excluding cost of flats )etc. As directed by the departmental officers.   |                    | 1Rm (One Running metre)            |  |  |  |
| 23 | 11965.00 m2 (Eleven thousand nine hundred and thirty four square metre only) | Plastering with Cement Mortar 1:5 (One cement and Five sand), 12mm thick in all floors including curing etc. Complete complying with standard specification and as directed by the departmental officers   | 61 V, VI (S4) 3    | 1m <sup>2</sup> (One square metre) |  |  |  |

|    |  |   |                 |                                    |  |  |  |
|----|--|---|-----------------|------------------------------------|--|--|--|
| 24 | 5378.00 m2 (Five thousand Three hundred and seventy eight square metre only)     | Special ceiling plastering and finishing the exposed surface of all RCC items of work such as slabs, beams, sunshades, fascia. Conopy, slab. Staircase waist slab, landing slab etc. With cement mortar 1:3 (one cement nad three sand) 10mm thick including hacking the surfaces, providing cement mortar nosing, beading for sunshades, staircases steps, land slabs and curing , etc. in all flooring complying with standard specification and as directed by the departmental officers | 56 & 57         | 1m <sup>2</sup> (One square metre) |  |  |  |
| 25 | 17343.00 m2 (Seventeen thousand Three hundred and forty three square metre only) | Supplying and painting the walls with two coats of cement paint over one coat of cement primer as instructed by the departmental officers including preparation of suface curing, etc. complete in all floors complying with standard specifications ( The colour and shade of the cement plaint shall be got approved by the Executive Engineer before use of works  |                 | 1m <sup>2</sup> (One square metre) |  |  |  |
| 26 | 346.00 m2 (Three hundred and forty six square metre only)                        | Painting new iron works such as steel doors, windows, ventilators, window bars, balustrades etc., with two coats of best approved first quality and colour of synthetic enamel paint over one coat of red oxide priming coat In all floors including cost of priming coat etc. complete complying with standard specification. (The make , Quality and colour of paint should be got approved by the Executive Engineer before use on works.  | 61 V, VI (S4) 3 | 1m <sup>2</sup> (One square metre) |  |  |  |

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|----|--|---|--|------------------------------------|--|--|--|--|
| 27 | 287.00 m2 (Two hundred and Eighty seven square metre only) | Supplying and fixing UPVC (Un-Plasticized Polyvinyl Chloride) Windows of casement type (open) from the profile the size of outer frame 60mm x 58mm and shutter profile are reinforcement with GI/1mm 125GSM and 100% corrosion free, the profiles are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with over all the edges of frame and shutter the shutter will be provided with Espag multi power point locks and also it operates as handle. The corners and joints should be welded and cleaned. Radiations free pin headed plain or brown colour glass 4mm thick should be provided to the shutter and it should not allow leakage of water even at most ranging storms and should have key lockable action, security protective hinges, strong locking systems and as per size for arresting noise and energy loss. The connecting mechanism between sash and outer frame that enables opening of the window. The window should be fixed to the wall with 100% packing with screws and silicon packing all round the frames. The window should |  | 1m <sup>2</sup> (One square metre) |  |  |  |  |
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| 28 | 30.00 m2 (thirty square metre only)                      | Supplying and fixing UPVC (Un-Plasticized Polyvinyl Chloride) Louvered Ventilators of from the profile the size of outer frame 60mm x 58mm and shutter profile size of 60 x 78mm both profiles are reinforced with GI/1mm 125GSM and 100% corrosion free, the profile are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with all over the edges of frame and shutter. The corners and joints should be welded and cleaned. Radiations pin headed glass 4mm thick should be provided in the louvers. The window should be fixed to the wall with 100% packing with screws and silicon packing all round the frames. The ventilator should be got approved from the Executive Engineer before use on work  |  | 1m <sup>2</sup> (One square metre) |  |  |  |
| 29 | 126.00 m2 (One Hundred and twenty six square metre only) | Supplying and fixing of MDF Door Shutter (Single Leaf), medium density fibre board of exterior grade plain 35mm thick conforming to IS:12406\1989 with 35 x 12mm teakwood lipping on all edges with necessary adhesive and CP screws, including fixing of aldrops, tower bolts, hinges and lock strike plates, putty, fevical, varnish for teakwood lipping, thinner colouring agent, etc and aluminium anodised 125mm size hinges 3 Nos., best quality of aluminium anodised fittings of 200mm tower bolt 1 No., 150mm tower bolt 1 No., 250mm aldrops 1 No., 16mm dia rod 1 No., 125mm long handle 2 Nos., 40mm dia nylon bush 1 No., door stopper 1 No., shall be provided. The rate is inclusive cost of fevical and fixing charges, transportation, loading, unloading and all other incidental charges, handling charges, etc., complete complying with standard specification. The sample of materials and fittings should be got |  | 1m <sup>2</sup> (One square metre) |  |  |  |



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|----|---|--|--|------------------------------------|--|--|--|
| 30 | 91.00 m2 ( ninety one square metre only)                                  | Supplying and fixing Medium Density Fibre Board Door (Double Leaves) of exterior grade (plain) 35mm thick shutter conforming to IS:12406/1989 with external teak wood lipping of size 35 x 12mm on all edges with necessary adhesive and CP screws including fixing for aldrop, tower bolt, hinges and lock strike plates, putty, fevical, painting the teak wood lipping, etc., and including the cost of alumnium hinges 125 x 30mm size-6 Nos., aluminium aldrop of size 250 x 16mm-1 No., aluminium tower bolt of size 250 x 12mm-2 Nos., tower bolt of size 200 x 12mm-1 No., 'D' type aluminium handle of size 200mm-2 No., aluminuim door stopper with nylon bush-2 No., shall be provided. All aluminium furniture fittings are to be anodised with matt finish under electrically controlled condition in accordance with ISI specification 1868/1968 for anodic film thickness of not less than 15 microns. The rate is inclusive cost of fevical and fixing charges, transportation, loading, unloading and all other incidental charges, handling charges, etc., complete complying with standard specification. (Double Leaves) |  | 1m <sup>2</sup> (One square metre) |  |  |  |
| 31 | 8766.00 m2 (Eight thousand seven Hundred and sixty six square metre only) | Supplying mild steel grills for windows, ventilators, etc., including priming coat.  |  | 1m <sup>2</sup> (One square metre) |  |  |  |

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| 32 | 515.00 m2 ( Five hundred and fifteen square metre only) | Supplying and fixing inposition CRCA Pressed Steel Door Frame as per IS 4351/1976 of size 105 x 60mm with 35 x 12mm rebate on all sides with 1.25mm thick (18 gauge) sheet frames special profile extruded section including bottom tie hold faste at appropriate places and provision to fix aldrops tower bolts hinges and lock strike plate etc. The door frame inner shall be packed with CC 1:2:4 using 12mm guage HBG stone jelly including fixing the door frames inposition and dimantling the masonry and concrete wherever necessary and redoing the same original condition after fixing including scaffolding charges and labour charges and door frame will be given one coat of red oxide primer, etc., complete complying with standard specification. The rate shall inclusive of all materials, labour, transportation, loading, unloading, handling, charges etc. The sample of materials should be got approved by the Executive Engineer before use on works. |  | 1m <sup>2</sup> (One square metre) |  |  |  |  |
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| 33 | 4.00 m <sup>2</sup> (four square metre only) | <p>Manufacturing, supplying and fixing of Steel Door (Single Leaf) with following specification. MS angle of size 40 x 40 x 6mm at 3.5 kg. / m used for outer frame and MS Angle of size 35 x 35 x 5mm at 2.6 kg. / m for the shutter frame. Stiffeners with 32 x 6mm at 1.5 kg. / m MS Flat is provided as the lock rail of the door and welded intact on both ends to the shutter frame. 18G CR Sheets of best quality is laid as panel in the shutter frames. 18 x 5mm at 0.70 kg. / m MS Flat is welded over the 32 x 6mm at 1.50 Kg. / m MS Flat on the rear side of the door, sandwiching the CR Sheet for rigidity. Additional stiffeners with 18 x 5mm at 0.7 Kg. / m MS Flats are provided diagonally on the rear side of the shutter. 300mm length of hinges 2 Nos. for shutter is provided. 6 Nos. of 200mm length hold fasts specified at the ends are welded to the outer frame of the door. Tower bolt 2 Nos. at the top provided. 250 x 16mm size of two aldrops are provided in single leaf door at lock rail section in the door for inner and outer provided and one rotating locking arrangements for the inner side of the door and additional provision for locking arrangements for lock is provided on the rear side of the door at an appropriate place and 1 No. of MS handle of heavy duty. A tie bar is provided at the bottom of the outer frame to prevent twisting of the frame during transportation and fixing. All members are given one coat of red oxide primer as directed by the departmental</p> |  | 1m <sup>2</sup> (One square metre) |  |  |  |  |
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| 34 | 133.00 m2 (One hundred thirty three square metre only) | Supplying and fixing FRP Door Frames of size 65 x 50mm and FRP flush type shutter of over all thickness of shutters 35mm with two core filling either with agro based materials or with fiber proof firm in case of light weight and with quality seasoned and treated hard wood cleats wherever found necessary for fixing furniture fittings and with necessary rebate for hinges with colour pigments and casing good quality fiber glass materials GF resine thickness of FRP being 3mm with fiber glass matt resin at 1:2 ratio by weight. The sample of materials should be got approved by the Executive Engineer before use on works. |  | 1m <sup>2</sup> (One square metre) |  |  |  |
| 35 | 4.00 Nos (four numbers only)                           | Supplying and fixing in position CI manhole covers with CI frames (Heavy duty) of size 60cm x 60cm of best approved quality as per standard specification etc., complete compying with standard specifications  |  | 1 No (One number)                  |  |  |  |

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| 36 |  | <p>PASSENGER LIFTS (G+3) SS 304 Grade with 1m/sec .speed with ARD a) 20 persons passenger Design, engineering, supply,erection , testing,commissioning and handling over of the 20 persons capacity(1360) passenger lift, gearless with machine room, as per the following technical specification;<br/> TECHNICAL SPECIFICATIONS;<br/> 1) Location: Senior Citizen at Rajaji Nagar,villivakkam,chennai-99.<br/> 2) No.Of lifts: Two<br/> 3) Capacity of lift: 20 persons capacity (1360 kgs) passenger lift<br/> 4) Speed: 1.25 Mtr/ Sec<br/> 5) Type of Drive: Microprocessor based Variable Voltage Variable frequency)V3F) drive with enhanced ride comfort and levelling functions.<br/> 6) position of Machinery: Machine Roomless-GEARLESS<br/> 7) No of floors: Ground Floor + 3 Floors (4 landings)<br/> 8) Total travel: 12 Mtrs<br/> 9) Levelling accuracy; High level accuracy with smooth and jerk free stopping.<br/> 10) Design of car: Stainless Steel hairline finish combination car body with SS finish ceiling (sleek medium circular LED lights, regular circular fans SS Handrail &amp; PVC flooring.<br/> 11) No. of landing entrance: Ground Floor +3 Floors (4 landings)</p> |  | 1 No<br>(One number) |  |  |  |  |
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|  |  | <p>12) No. &amp; position of car entrance: one in front only.</p> <p>13) Size of lift well: 2350x2900 (MM Widex MM Depthx MM height xMM E-Value)</p> <p>14)Lift Car inside size: 1300 x2400 x2200 (MM Wide x MM Depth X MM Height X MM C-value)</p> <p>15) Lift pit &amp; head room: 1500mm deep, Head room 3800 mm height.</p> <p>16) Car door opening : 1000mm X 2000mm (width x height) Lintel- 2200mm</p> <p>17)Landing entrance door: power operated V3F door, Centre opening sliding door- stainless steel hairline finish.</p> <p>18) Landing entrance frame : stainless steel (1.55mm) - hairless finish.</p> <p>19) control: Microprocessor based Simplex selective collective control with - without attendant.</p> <p>20) Indication: Dot Matrix LED Direction &amp; Position Indicators in car &amp; landings. Puch button; orange LED illumination.</p> <p>21) Emergency Alarm Bell: Battery operated alarm bell to be provided with automtic charging device.</p> <p>22) Emergency light: Battery operated light to be provided with automatic charging device.</p> <p>23) Firemans switch: To be provided at ground floor.</p> |  | 1 No<br>(One number) |  |  |  |  |
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|  | <p>24) Minor builder works: to be provided by lift contractor.</p> <p>25) Scaffolding: To be provided by lift contractor.</p> <p>26) Stainless steel sill angles and fascia plates: To be provided by lift contractor.</p> <p>27) Steel for lift machinery ; To be provided by the lift contractor.</p> <p>28) Servicing and maintenance: Lift contractor should provide free comprehensive servicing and maintenance during the guarantee period .</p> <p>29) Automatic Rescue Device: To facilitate the landing of the lift to the nearest floor at the time of power failure. This shall consist of suitable type battery system with charger, inverter, under voltage protection system etc. Complete with all accessories.</p> <p>30) Provision of Intercom with phone; To be provided by the lift contractor.</p> <p>31) Lift license: Preparation of drawings, lift contractor should do payment of charges to CEIG and insurance policies if any and obtaining CEIG safety certificate as per lift act.</p> <p>32) Floor annunciator with music: to be provided in the car.</p> <p>33) Special features:</p> <p>(a) Battery Operated Emergency Light and Alarm Bell</p> <p>(B) Call Register Signal and Vfd Door operator</p> <p>(c) False Ceiling in Car</p> <p>(d) Stainless Steel Button with S.S. cover</p> <p>(e) Automatic Rescue Device</p> |  | 1 No<br>(One number) |  |  |  |
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|  |                             | (g) Firmans Switch<br>(h) Free Service for one year<br>(i) Infra Red Door Screen<br>(j) Ss Handrails on 3 sides.<br>(k) Floor Anno(k) Floor Annunciator with music<br>(l) Dot Matrix Led D & P Indicators in car & Landings<br>- Orange Colour.<br>(m) Pit Ladder<br>(n) Two Way Intercom with press & speak in<br>cop<br>(o) Laminated Mirror at Rear Side<br>(p) Provision for Epabx<br>(q) Provision for Cctv Camera - Ip (Cat6 Flat<br>Travelling Cable)<br>(r) Scaffolding<br>(s) Minor Builders Work<br>(t) Storage by JIpl<br>(u) Lift License<br>(v) Provision for Physically Handicapped<br>34) Over speed governor, phase failure and phase<br>reversal relay, alarm bell, T Guide brackets for car<br>and counter weight, rubber padding under winding<br>unit, motor of adequate capacity, electro magnetic<br>brake with compression spring etc.<br>35) Guarantee: Gurantee for the materials and lift<br>firm should offer workmanship of equipments<br>complete for a period of not less than one year. |  |                      |  |  |
|  | 2 nos (two numbers<br>only) | i) Gearless Lift with Machine Room   |  | 1 no (one<br>number) |  |  |



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| 37 | 1.00 No.<br>( one number only) | <p>500 KVA, 11 KV/ 433 v outdoor Oil Cooled Transformer with with off Circuit (As per IS 1180-Level</p> <p>2) Including HT/ LT cable,MV panel, Safety accessories, APFC panel (as per rough cost estimate approved by pwd for the year 21-22)Supply Erection ,testing and commissioning of 11KVA 125KA 630Amps 3 Panel HT outdoor RING MAIN GEAR Switch board suitable for outdoor installation comprising two</p> <p>incomer panels with Air Break /load breaks switches and one outgoing panel with vaccum circuit breakers complete confirming to TANGECO standard specification and as per the following specification with Mechanical inter lock between incomers 1.Supply and Erection of draw out type 11KVA 25 KA 630 Amps Horizontal draw out /Horizontal</p> <p>VACCUM CIRCUIT BREAKER Fitted with motor (230 V AC )operater spring charged Mechanism , with ON and OFF mechanical indicator Anti pumping Device 110 V DC Shunt trip and closing coils (DC source of supply to be derived from a power pack suitable for three tripping and two closing operation incorporated on Incoming panel only ) Mechanical operation counter ,4 No + NC spar AUX contact with contact multiplication contractor for customer use. Automatic Safety shitter , Mechanical close /Trip knob Mechanical</p> |  | 1.00 No<br>(one Number) |  |  |  |
|    |                                | KA HT Air Break /Load Break switch with mechanically inter locked each switch , front operated spring assisted manual closing mechanism 2 NO +NC Aux contact.3. 11KV /Root 3/110V Root 3-   |  |                         |  |  |  |

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|  |  | <p>Three phase 3 limb 50 VA Class 0.2 Resin cast Draw out type potential Transformer complete with HT and LT HRC Fues with sealing arrangement – 3 NOS</p> <p>4.Current Transformer of suitable Ratio /5-5A Dual core (core 1-5VA clas 0.2 for metering &amp;bcrore 2-15 VA 5 P 20 For protection -3 nos 5. Meter ; Analog Ammeter with 5 position selector switch -1no Analog Voltmeter with selector switch 1NO cut out provision to receive digital Tri Vector meter L &amp; T 6. Protection : IDMT two over current and one earth fault Relay with high set Inst .Elements 1.3 seconds - 1No Master Trip relay (Megawin MVAJH 13 equivalent) -1 No 7. Breaker ON/OFF indication LED type 2 Nos AutonTrip /Healthy Trip and spring charged indication LED type -3 Nos phase indicating Lamps 8. TNC Breaker control switch -1No Local Remote seletor switch -1No 9. panel Mounting Surge Arrester 9KV ,10KA -3No 10. 630Amps copper bus bar PVC sleeved &amp;</p> |  |  |  |  |  |
|  |  | TOTAL  |  |  |  |  |  |
|  |  | GST 12%  |  |  |  |  |  |
|  |  | TOTAL AMOUNT   |  |  |  |  |  |
|  |  |  |  |  |  |  |  |