

HR & CE DEPARTMENT

TENDER SCHEDULE

NAME OF WORK :

Construction of Annathana koodam for 108 Seats in Arulmigu Margabandeeshwarar Temple, Virinjipuram Village, Anaicut Taluk, Vellore District

முக்கிய அறிவிப்பு

முன் வைப்புத் தொகையை தேசீய சேமிப்பு பத்திரங்களாகத் தருவதால் இருந்தால் ஒப்பந்தப்புள்ளி அறிவிப்பில் தெரிவித்தபடி குறிப்பிடப்பட்டுள்ள செயல் அலுவலர் பெயருக்கு உரிமை மாற்றம் செய்த பின்னரே ஒப்பந்தப்புள்ளியுடன் இணைக்க வேண்டும். உரிமை மாற்றம் செய்வதற்கான விண்ணப்பத்தில் கையொப்பமிட்டால் மட்டும் போதாது. தவறினால் கண்டிப்பாக ஒப்பந்தப்புள்ளி கணக்கில் எடுத்துக் கொள்ளப்பட மாட்டாது. உடனடியாக தள்ளுபடி செய்யப்படும்.

பணியின் பெயர்

Construction of Annathana koodam for 108 Seats in Arulmigu Margabandeeshwarar Temple, Virinjipuram

Village, Anaicut Taluk, Vellore District.

TENDER SCHEDULE

ISSUED TO / DOWNLOADED BY

M/s. Thiru.

Pages and with Items including Plan.

Executive Officer,
HR & CE Department.

TENDER SCHEDULE FOR L.S. CONTRACT
GOVERNMENT OF TAMIL NADU P.W.D.
OFFICE OF THE EXECUTIVE OFFICER,
HR & CE DEPARTMENT.

Name of Work : Construction of Annathana koodam for 108 Seats in Arulmigu Margabandeeshwarar Temple, Virinjipuram Village, Anaicut Taluk, Vellore District.

Last Date for Receipt of Tender : 19.4.2022 Upto 15.00 Hrs.

Date and Time for opening : 19.4.2022, 15.30 Hrs.

E.M.D. to be remitted : Rs. 46000/-

Nature of E.M.D. to be remitted : Demand Draft of the Nationalised and schedule Bank drawn in the name of the Executive Officer concerned and NATIONAL SMALL SAVINGS SCREPS AND DEPOSITS ACCOUNTS OF POSTAL DEPARTMENT pledged in the name of the Executive Officer concerned or Indira Vikas Pattam. No other mode of payment will be accepted.

Date :-

1. The Tender and the E.M.D. should be submitted in a common sealed cover.
2. Tenders not submitted in sealed covers will be summarily rejected.
3. (a) The rate in words and figures for each item of schedule should invariably furnished by the Tenderer without fail in appropriate columns. corrections, overwritings (should be avoided so far as possible) should be attested by the Tenderer. The rate shall inclusive of all duties taxes, royalties and other levies, except goods and service tax (GST) payable by the contractor under the contract of for any other cause shall be included in the rates submitted by the tenderer.
(b) The Total value of each items of work should be worked out and entered in the amount column excluding GST. Proper care must be taken in working out the value of each item of work taking into account the unit for which the rate is quoted and the quantity of work to be done under the item.
(c) The total of each page should be noted at the end of each page and carried over to next page. The grand total value of the tender should be worked out and furnished at the end, both in words and figures excluding GST.

PARTICULARS TO BE FURNISHED BY THE TENDERER

1. Name of the Tenderer and Address :
2. Name of Work :
3. Date of Tender :
4. Details about EMD enclosed for this Tender and its validity :
5. Registered class of the tenderer with monetary limit and department in which registered, Certified copy of the registration should be attached. Registration Live Certificate should be produced for the current year. :
6. Recent works executed (Details about name and place of work value of work etc., should be furnished) :
7. Works under execution (Details about name and place of work value of the work etc., should be furnished) :
8. Command of Labour in brief :
9. Turnover previous years (particulars for a period of three consecutive years to be furnished) :
10. Whether income tax clearance certificate (Sarl form) is enclosed, if not when it was produced? (the particulars regarding the previous occasion on which this certificate was produced may be furnished) :
11. i. Sales Tax Registration No / GST Registration No. :
ii. Whether Sales Tax clearance certificate is enclosed? if no, when it will be produced? :

12. In case of Registered Cooperative societies they :
should furnish name of the nominee with their
credential details at the time of tender itself.
They should also certify that the nominee of the
Society is not registered contractor in the
department

13. Technical Assistants details:-

a: Name

Qualification certificate
Experience certificate.

b. Name

Qualification certificate
Experience certificate

(OR)

c. If registered Civil Engineer :
designation

14. List of Various machinery and other :
equipment at the tenderer disposal for use in the
execution of work

15. Any other details :

Note : The consent letter from the Technical Assistant proposed to be employer should be obtained and enclosed with tender.

DECLARATION TO BE FURNISHED BY UNEMPLOYED ENGINEER

1. Name :
2. Address :
3. Age :
4. Native Place :
5. Qualification :
6. Year of Passing :
7. No. of years employed :
8. Name of the Division in which registered :
as on unemployed Engineer
9. Date of Registration :
10. Class of Contract :
a) Money Limit :
11. Previous experience in your :
a. Irrigation b. Head of Work c. Buildings d. Bridges e. Other
12. Details with regard to Name of Work, Nature of work etc., may be furnished in a separate sheet.

Contractors	Name of Work	Value of Work	Period of Contract	Nomination of / Tender

13. Annual turn over for the last three years :

14. Solvency immovable /Cash :

15. Tools and plant owned :

16. Was there any default in fulfilling terms of contract and resultant panel action :

17. Special remarks if any :

Station :

Date :

SIGNATURE AND NAME OF THE
UNEMPLOYER ENGINEER

**ADDITIONAL GENERAL CONDITIONS (I.E) ADDITIONS TO GOVERNMENT CONDITIONS
TO CONTRACT APPENDED WITH NBP**

POSTAL TENDERS:-

1. The contractors may have the option to present the tender directly or to send it by registered post acknowledgement due on or before the last date for receipt of tenders.
2. In case of sending tenders by registered post acknowledgement due it is the responsibility of the tenderer himself to despatch the tender sufficiently early so as to reach the tender opening authority before the date and time notified in the tender notice for opening of tenders.
3. No representation/appeal of any kind will be allowed against belated receipt of tenders by post beyond the notified date and time or loss in transit etc.,

E.M.D.

1. The acceptance of EMD in various approved forms duly pledged in favour of the Executive Officer concerned is subject to the specific condition that the successful tenderer should pay the security deposit including EMD in the form of small savings scrips / Deposits / Accounts in lieu of other mode of payment made for EMD. If offering Indira Vikas patras, the contractor should furnish his name in the back side of the said patras and to furnish a letter stating that he is submitting the Indira Vikas Patras indicating this registration No. EMD./SD. to the officer accepting the tender. The purchase value of such Indira Vikas Patras will only be taken for account.

3. SECURITY DEPOSIT

In case of contracts for buildings works the security deposit (i.e) 2% of the value of contract Including GST minus the E.M.D. already remitted should be produced.

The Security Deposit collected from the contractors can be paid to the contractor asking them to invest the amount so paid in small savings scrips and to hand over them to the Executive Officer concerned by pledging them in his favour, subject to the condition that unless the contractor remit the security deposits in small savings scrips (which will be returned after observing rules inforce,) their further all to the work carried out by them will not be paid.

- 3.3 Additional Security Deposit will have to be paid by Successful tenderer if called for inclusive of GST.

GOODS & SERVICE TAX

1. All rates quoted in the shall inclusive of all duties, taxes, royalties, fees, tolls, insurance, other levies if any except Goods and Service Tax (GST) payable by the contractor under the contract or for any other cause shall be included in the rates submitted by the tenderer.
2. The Government of India has notified vide notification No.20/2017 and notification no.24/2017 the concessional rate of GST at 12% (CGST 6% + SGST 6%) is leviable for any Government Contract wheather Civil or Electrical irrespective of the GST rate applicable on purchase of goods used in the execution of Government contract works. The GST amount will be calculated at 12% of sum of tender value (excluding GST) entered by the tenderer for the construction cost specified in BOQ subject to GST rate applicable as amended from time to time.
3. As per notification 202 section 7 sub section 2 of the Tamilnadu Goods and Services act 2017 (Tamilnadu act 19/2017) activities or transaction under taken by State Government shall be treated neither as supply of goods nor supply of services.
4. As per Public Works Department Schedule of Rates under general note 8(ix), the contractor is eligible to get refund of excess tax paid or liable to pay tax for this contract.
5. As per chatppter IX (Section 41) of Tamil nadu Goods and Services act 2017 every registered person may be entitled to the credit of eligible input tax, as self assessed, in his return and such amount shall be credited on provisional basis to his electronic credit ledger and the contractor need to pay the GST amount towards his GST Registration No.
6. The TDS at the rate of one percent for SGST and another one percent for CGST shell be deducted in each bill.

WITHELD AMOUNT

The with held amount at 5% be recovered from each bill based on the value of work done

Claims of Contractors on account of losses due to unprecedented floods and other act of God.

The work executed by the Contractor under these contract shall be maintained at the contractor's risk until the work is taken over the Executive Officer. The government shall not be liable to pay for, any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earth quake, other convulsions of nature and all other natural calamities, risk arising of acts of God during such period and that the option whether to take assurance coverage or not to cover such risks is left to the contractor.

STANDARD SPECIFICATIONS.

For detailed description of various items of works to be executed in addition to the brief description given in the schedule for the rights and obligations of the contractors, etc/ the attention of the contractors, is invited to Tamil Nadu Buildings Practice which should be followed in all respect both in letter sprit. The materials used, the workmanship, the mode of execution of the work etc., should confirm to relevant specification of TNBP or NBC (or) Indian standard specification as to be specified.

SAFETY CODE

The safety measures and all amenities for the labours shall be the contractor at his cost as indicated in the safety code appendix to General conditions of contractor and clause 34, 35 and 42.1 of General conditions to contract.

TENDER NOTICE

1. On behalf of the Governor of Tamil Nadu Tenders will be received by the Executive Officer, HR & CE Department, in his office at Arulmigu Margabantheeswarar Thirukoil, Virinjipuram, Vellore upto 3.00 P.M. on 19.4.2022
- 1.1. The Tenders Schedule and document in the prescribed form will be obtainable from the Executive Officer's office. The Tenders will be opened by the Executive Officer, HR & CE Department, at Arulmigu Margabantheeswarar Thirukoil, Virinjipuram, Vellore by 3.30 P.M. on 19.4.2022.
- 1.2. The Tenderers or their authorised agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. If any of the tenderers or their agents find it inconvenient to be present at the time then in such case, the tender receiving officer will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.
2. Tenderes must be submitted in sealed covers and should be addressed to the Executive Officer, HR & CE Department, Arulmigu Margabantheeswarar Thirukoil, Virinjipuram, Vellore ,the name and address of tenderer and the name of the work being noted on the cover.
- 2.1. If the Tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the Co-partnership name by a member of the firm who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with this tender satisfactory evidence of this authorization. such tendering corporation may be required before the contract is executed to furnish evidence of its corporate existence.
3. Each tender must also send a certificate of Income Tax verification (Sarl form) from the appropriate income tax authority in the form prescribed therefor. The certificate will be valid for the year from the date of issue for all tenders submitted during the period.
- 3.1. In the case of propriety or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietors or partner and for each if the partners as the case may be.
- 3.2. If the tenderer is a registered Government Department contractor, if a certificate for the current year had already been produced by him during the calender year in which the tender is made, it will be sufficient. If particulars regarding the previous occasions on which the said certificate was produced are given.

- 3.3 All Tenders received without a certificate, as aforementioned will be summarily rejected.
4. Each tenderer must pay as Earnest Money, a sum of **Rs. 46000/- (Rupees Forty Six Thousand only)** in the prescribed form and pledged in favour of the Executive Officer Concerned to the credit of Revenue Deposits on behalf of the **Executive Officer, Arulmigu Margabantheeswarar Thirukoil, Virinjipuram, Vellore ,HR& CE Department**, enclose with his tender accordingly. The Earnest Money deposit it can also be paid in any other form as may be approved by the state Government from time to time as per para 155 or TNPWD code. This Earnest Money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of three months from the date of tender which ever is earlier. This refund will be authorised by the Executive Officer by suitable endorsement. The Earnest Money will also be received cash or currency notes.
- 4.1 Earnest Money will be retained in these case of the successful tenderer and will not carry any interest, it will be dealt with as provided in the tender.
5. The tender will remain valid for a period Three calendar month from the last date for receipt of tender. The validity period can be extended further, if the contractor gives his consent in writing specifying the period of extension.
- 5.1. The tenderer whose tender is under consideration shall attend the Executive Officer, HR& CE Department, Officer Before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith, upon and intimation being given to him of acceptance of his tender, by the officer duly authorized in his behalf under Article 290(1) of the constitution herein after called the accepting _____ authority make security deposit of 2% of the value of contract including GST in one of the forms prescribed in Tamil Nadu Public Works Account Code (i.e) by taking in account of the amount of Earnest Money Deposit already deposited with the tender. It would be sufficient to pay the balance amount to make up the 2% of the value of the contract including GST for the purpose of security deposit.
- 5.2. The Security Deposit together with Earnest Money Deposit and the amount with held according to clause 64-1 of General condition to contract, shall be retained as Security for due fulfillment of contract.
- 5.3. On receipt of written communication of acceptance of tender if the tenderer fails to pay requisites Security Deposit with in the period specified in the written communication or back out from the tender or withdrawal his tender, the Earnest Money Deposit shall be forfeited to the Government.
- 5.4. If the contractor fails to carryout the contract, after paying the Security Deposit, then he will be liable for the excess expenditure if any incurred to complete the work as contemplated in the General Conditions to the contract.

- 5.5. It shall be expressly understood by the Tenderer that in receipt of written communication of acceptance of tender by the Tenderer, there emerges a valid contract between the Government of Tamil Nadu and the Tenderer, for execution of the work without any separate written agreement. Hence for this purpose, the General conditions to the contract, special conditions to the contract, Negotiation correspondences, written communications acceptance of tender etc., shall be open to the accepting authority to insist of execution of any written agreement by the tenderer, if Administratively considered necessary or expedient.
6. The Tender shall examine early the Tamil Nadu Building practice and also the General conditions to contract contained therein and sign the Executive office copy of the Tamil Nadu Building practice and its addenda volume in token of such study before submitting his Tender unit rates, which shall be for finished work in site. He shall also carefully study the drawing and additional specifications and all the documents connected with the contract. The Tamil Nadu Buildings practice and other connected documents with the contract such as specification, plans, descriptive specification sheet regarding materials etc., can be seen at any time between 11.00 AM and 5.00 PM on all office day in the office of the Executive Officer.
7. The Tenderers attention is directed to the requirements for materials under the clause “Materials and Workmanship” in the General Conditions to the contract, materials confirming to the ISI standards shall be used on the work and the tenderer shall quote his rates accordingly.
8. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries and kilns etc. The best class of materials to be used on the work. In every case the materials must comply with the relevant standard specifications. Sample of materials as called for in the standard specification or as required by the Executive Engineer in any case shall be submitted for the Executive Engineer approval, before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the descriptive, specification sheet is of the opinion that materials complying with the standard or other specifications of the contract cannot be obtained in quality of sufficient quantity from the source defined in the descriptive specification sheet, he shall so state in his tender and state where from he indents, to obtain materials, subject to the approval of the Executive Engineer.

9.1 (a) The tenderers particular attention is drawn to the section and clause in the General conditions to the contract dealings with:

- 9.1(b)
1. Test, inspection and rejection of defective materials and work
 2. Carriage
 3. Construction plant
 4. Water and lighting
 5. Cleaning up during progress and for delivery
 6. Accidents
 7. Delays
 8. Particulars of payment
 9. The Contractor should closely peruse all the specifications clauses which govern the rates which he is tendering.

9.1 (c) The Government will not, however, after acceptance of contract, rate, pay any extra charges for lead or for any other reasons in case of contractor is found later on to have misjudgment the materials available. Attention of contract or is directed to the "Generals Condition to the Contract" regarding payments of seigniorage, tolls etc.,

10. A schedule of quantities accompanies this tender notice. It should be definitely understood that the Government does not accept any responsibility for the correctness of completeness of this schedule and that this schedule is liable to alterations by omissions deductions or additions at the discretion of the Executive Engineer, HR & CE Department or as set forth in the conditions of Contract. The tenderer will, however, base his lumpsum tender on this schedule of quantities. He should quote specific rates for each item on the schedule and the rate should be written both in words and figures and the units in words inclusive of all duties, taxes, royalties, fees, tolls, insurance, other levies if any except Goods and Service Tax (GST) payable by the contractor under the contract or for any other cause shall be included in the rates submitted by the tenderer

The rates and prices tendered in the priced BOQ shall except in so far as it is otherwise provided under the contract include all constructional plant, labour, supervision, materials, erection, insurance profit, taxes and duties (except GST), together with all general risk, liabilities and obligations set out in the contract.

- 10.1 The tenderer should also show the totals of each item and the grant total of the whole contract and quote in the tender a lumpsum for which he will undertake to do the whole work excluding GST subject to the conditions of contract such lumpsum agreeing with the total amount of schedule accompanying. The total tender price will be the cumulative value quoted for construction (total basic price + SGST, CGST, IGST and all central duties such as customs duty)
- 10.2 In the event of work being transferred to any other HR & CE Officer, The Executive Engineer /Asst.Divisional Engineer who is incharge of having jurisdiction over the work shall be competent to exercise all the powers and privilege reserved in favour of Government
11. Tenderers offering a percentage deduction from or increase on the estimate amount, called for specifically under percentage tender system and those not submitted in proper form or in due time will be rejected.
12. The tender should work out his own rates without reference being made to the Public Works Department current schedule of rates. However, in case tender called for in percentage tender system the tender should work out his own rate, but quote his percentage above or below the total estimated cost of work of the department indicated in the tenders schedule.
13. Tenderers shall quote their price excluding GST for finished work accordingly . Not with standing any subsequent change in the market value for these materials, the change to the contractor remain as originally in the written contract. No centage or incidental charges will be born by Government .
14. The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rates of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Executive Engineer's certificate of the value of work done will be required. Date of commencement of this programme will be date on which the site (or premises) is handed over to the contractor.

Period after date of Commencement	Percentage of work Completed (Based on Contract lumpsum amount)
Ist Month	20%
IIInd Month	40%
IIIrd Month	60%
IVth Month	80%
Vth Month	100%

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

15. No part of the contract shall be sub-let without written permission of the Executive Engineer, nor shall transfer be made by power of attorney, authorising others to receive payment on the contractors behalf.
16. If further necessary information is required the Executive Engineer of the Region will furnish such but it must be clearly understood that tenders must be received in order and according to instruction
17. The Joint Commissioner / Commissioner or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.
18. The tenderers who are themselves not professionally qualified shall undertake to employ qualified Technical men at their cost to look after the work. The tenderer should 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 has undertaken to employ technical men under him he should see that one of the Technically qualified men is always at the site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention (or) reinforced concrete work etc.,

(In the format below: enter or incorporate the latest norms fixed by the Government for the employment of Technical Assistants from time to time and penalty for non employment of such Technical Assistant etc.,)

Value of Contract	Qualifications and No. of Technical Assistants to be employed
Rs. 71,97,116/- Lakhs	B.E. Civil Passed – 1No D.C.E. Passed –2No's

Note:

1. A penalty of Rs.2,000/- per month, for Diploma holder and Rs.5000/- per month for degree holder, be levied in case of default on the part of the Contractor in following the norms laid down above.
2. The Employment of Technical Assistant could be based only on the value of contract
3. Engineers with Mechanical Engineering qualification and retired from Civil Engineering department are also suitable to supervise the Civil Engineering works because of their experience in Civil Engineering field.
4. In case of contractor who is professionally qualified is not in a position to remain always at the site of work and to pay extra attention to such work as may demand special attention (e.g. RCC work etc.,) he should employ Technically qualified man as prescribed above
5. It will not be in cumbent on the part on the contractor to employ Technical Assistant/ Assistants. when the work is kept in a balance due to valid reasons and if during such period in the opinion of the Executive Engineer, the Employment of Technical Assistant/ Assistants is not required for the due fulfillment of the contract

20. A tenderer submitting a quotation which the tender accepting authority consider excessive and/or indicating of the insufficient knowledge of current prices or definite attempt to profiteering will render himself liable to debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price purchaser, under the provision of clause 39 hearing the profiteering prevention ordinance 1843 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
21. The contractor should after employment to ex-today tapper as for as possible. The number of ex-today tappers to whom he can so after employment should mentioned in the tender and he should under take in the agreement to officer such employment to such number
22. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issue there under from time to time. If he fails to do so, his failure will be a breach of the contract and the competent authority, may at his description, cancel the contract or invoke any of the penalties for the breach of contract provided in the conditions of agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act, contractor shall, during the currency of the contract ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training / State apprenticeship adviser, Tamil Nadu The contractor shall train them as required under the apprentice Act 1961 for all obligations of the employer under the said Act including the liability to make payment to the apprentices as required under the said Act.

Value of Contract	Category	No. to be appointed
Rs.1 Lakh and upto Rs.3.00 Lakhs	1. Buildings Constructor	1
	2. Brick layer	1
Rs.above 3.00 lakhs and Upto 10.00 lakhs	1. Buildings Constructor	1
	2. Brick layer	1
	3. Diploma holder in Civil Engineering	1
Rs. above 10.00 lakhs	1. Buildings Constructor	1
	2. Brick layer	1
	3. B.E. (Civil) or equivalent Degree holder	1

"Unless the Contractor has been exempted from engagement of apprentices by the Director of Employment and Training/ State Apprenticeship advisor, a certificate to the effect that" the contractor had discharged its obligation under the said Act, satisfactorily should be obtained from the Director of Employment and training / State Apprenticeship Adviser and the same should be produced by the Contractor for final payment in the Settlement of Contract.

23. In case of Contract for construction of buildings either permanent or semi permanent buildings, a sum equivalent to 2 ½% of the value of work done will be retained with the Government for a period one year reckoned from the date of completion of the work in order to enable to Departmental Officers to watch the effect of all seasons on the work by the contractor. The amount so retained with the Government for a period of one year reckoned from the date of completion of the work in order to enable to Departmental Officers to watch the effect of all seasons on the work by the Contractor. The amount so retained with the Government will be refunded only on the expiry of one year period referred to above and on execution of Indemnity bond by the contractor for four years shall be liable to set right all defects arising out of his faulty execution or substandard work noticed during the above five years period at his cost.

The Contractor shall not employ the child labourers/ Labourers below age of 12 years and shall also note that they must offer employment to Ex-Servicemen, Ex-today tappers and employ agriculture labourers as far as possible.

The work contract assigned to the Contractor's shall be cancelled, If they engage child labourers in executing works and such contractor should be black listed for three years.

Dated

To

His Excellency of the Governor of Tamil Nadu

By the Executive Officer, HR & CE Department

Sir,

I/We do hereby tender and if this tender be accepted under take to execute the following works viz., as shown in the drawings and described in the specification prescribed in the office of Executive Officer, HR & CE Department. with such variation by way of alternations or additions to had omission from the said works and method of payment as are provided for in the Conditions of contractor for the sum of Rupees. (Rupees

only)or such other sums as may be arrived at under the clause of the General conditions to the contractor relating to payment on lumpsum basis or by fine measurements at unit prices.

2. I /We have also completed the priced list of items in schedule 'A' annexured (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 or our tender I /We have carefully followed the instruction in the tender notice and have read the Tamil Nadu Buildings practice addenda volume and general condition of the contract and that I / We have made such examination of the contract document and of the plans specifications quantities and of the location, where the said work to be done, and such investigation of work required to be done and in regard to the materials required to be furnished as to enable me us/to their understand the intention of same and the requirement covenants, stipulations and restriction contained in the contract and in the said plane and specifications, and distinctly agree that I /We will not thereafter make any claim or demand up to the Government based upon or arising out of any alleged misunderstandings or misconception or mistake on by /our part of the said requirements convents, stipulations restrictions and conditions.

4. I /We enclose an Income Tax verification certificate

I/We being registered Class II and Above (As per old rule) Public Works Department Contractor.

I / We have already produced an Income Tax verification Certificate during the current calender 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;

CONTRACTOR

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**Executive Officer,
HR & CE Department.**

4. (i) I/We enclose herewith a chalan for the payment
as Earnest Money not to hear interest.
5. (i) (b) I/We have paid Rs. (Rupees
only) as and eligible to pay the EMD at
confessional rates Against at EMD of Rs. (Rupees
only)
5. (i) (c) In lieu of cash deposits I / We have enclosed a bearing No.
Dated issued for a value of Rs.
(Rupees only)
Drawn/endorsed/ pledged in favour of the Executive Officer Arulmigu Margabandeeshwarar
Thirukoil, Virinjipuram, Vellore.
5. (i)(d) I am / We are on
and hence excepted from payment of EMD
6. If my/ out tender is not accepted this sum shall be returned to me /us on my / our applications
when intimation is sent to me / us of rejection or at the expiration of three months from the date
of this tender, whichever is earlier. If my / our tender is accepted the Earnest Money shall be
retained by the Government as Security Deposit for the due fulfillment of 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 Tender.
I /We fail to be make the additional Security Deposit then I / We agree to forfeiture of E.M.D.
Any notice required to be served on me/us personally or forwarded me /us by post (registered
or ordinary) or left at my /our address given herein. Such notice shall if sent by post be deemed
to have been served on my/Us at the time when in due course of post it would be delivered at the
address to which this 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 the Governor of Tamil
Nadu Valid and the Tender documents/i.e tender notice, tender conditions schedule, General
conditions to the control and special conditions of the tender, Negotiation letters, communication
of acceptance of tenders shall constitute the contract for this purpose and be the foundation of
rights of both the parties as defined in clause (iv) of tender Notice, provided that if 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 signed the copy of the Tamil Nadu building practice and addend volume thereto,
maintained in the Region Office, in acknowledgement of being bound by all conditions of the
clauses of the General conditions to the contract and all specification for items of work described
by the specifications number in schedule.

9. On consideration of the payment of Rupees or such other sum as /may be arrived at under the clause of the General conditions to the contract, relating to payment on 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 drawing specially from number 1 to inclusive (Schedule B) of probable quantities shown (Schedule A) with such variation by way of addition to or alterations, deduction from the said work and method of payment therefor as are provided for in the said conditions.
- 10.1. The term Executive Engineer in the said conditions shall mean the HR & CE officer in charge of the Region having jurisdiction for the time being over the work who shall be competent to exercise all the powers and privileges reserved herein favour of the Government with the previous sanction of 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.
- 10.2. In the event of the work being transferred to any other HR & CE Officer, the Executive Engineer who is incharge of Region have jurisdiction over the work shall be competent the exercise all the powers and privileges reserved in favour of Government
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 by the Tamil Nadu Rules Inforce code and the site (or premises) is handed over to me/us provided for in the said conditions and agree to complete the work within **Five** months from the date of such handing over to the site(or premises) and to show progress as defined in the tabular statement "Rate of progress" subject Nevertheless to the provision for extension of time contained in clause 56 of the General condition to the contract appended to the Tamil Nadu building practice.
12. I /We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of the Executive Engineer the Security Deposited by me/ us herein before recited or such portion therefore as I/ We may be entitled to under the said condition be paid back to me/ us provided to clause 64 of the General condition to the contract.
13. I / We are professionally qualified and my our qualifications are as follows;
- I /We in pursuance of clause 18 of tender notice undertake 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 special attention (e.g) reinforced cement concrete.

**ANNEXURE AT TENDER NOTICE
SCHEDULE 'A'**

SCHEDULE FP RATES AND APPROXIMATES QUANTITIES

a) The quantities here given are these which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deduction or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rate noted below are these governing payment of extras or deductions for omissions according to the conditions or the contract as set forth in the General conditions or specifications of this contract.

b) It is to be expressly understood that the measured work is to be taken net (not with standing any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawing or as may be ordered from, time to time by the Executive Engineer and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary and contingent works connected there with. The rates quoted are for works in site and complete in every respect.

Item No.	Probable Quantity Figures and in words	Description of work	TNBP No.	<u>RATE</u> in Figures and words	<u>UNIT</u> Works	<u>AMOUNT</u> Figures
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The second Sub-Division of this (i.e) column 3 is for entering description of works such as numbers, cubic metre, kg etc.,

LIST OF DRAWINGS**SUPPLEMENTAL**

Note : All Drawings to be signed by the Contractor as well as the officer entering into the contract			As referred to in the specification including the General condition to the contract of Tamil Nadu Building practice.			
Sl. No.	Drawing No.	Description	Sl. No.	Drawing No.	Description	Date on which the drawing was supplied.
(1)	(2)	(3)	(4)	(5)	(6)	(7)

List of specifications for the various items of works supplementing those described in schedule by the standard specifications numbers.

1. The contractors shall employ the following Technical staff for supervising the work and shall see that one of them is always at site during working hours, personally checking all items of work and paying extra attention to which works as may demand special attention (e.g) Reinforced cement concrete work etc.,

Name of the Member of the Technical staff to be employed	Qualification
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Note: In case the contractor is himself professionally qualified the above specification should be suitably altered and in case in which the contractor selected has not given as undertaking to employs qualified men it should be scored out.

Note: Additional specification if any, which have to be entered in Schedule 'C' should be entered below items (1) above and numbered continuously.

ADDITIONAL CONDITIONS EMPLOYMENT OF TECHNICAL ASSISTANTS

The tenderer who himself is not professionally qualified, undertake to employ qualified technical men at this cost to look after the work. The tenderer should state in clear terms whether he 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 the Technically qualified men is always at the site of work during working hours, personally checking all items of works and paying extra attention as such works as may demand special attention (e.g) reinforced cement concrete works etc.

<u>VALUE OF CONTRACT</u>	<u>EMPLOYMENT OF TECHNICAL PERSONNEL</u>
1. From one to Rs.5.00 lakhs	1. One Diploma Holder in Civil Engineering (OR) 2. Not less than one retired Junior Engineer
2. From Rs.5.00 lakhs to Rs.10.00 lakhs	1. One B.E., (Civil) (OR) 2. Equivalent Degree Holder (OR) 3. Not less than one retired sub-divisional officer. AEE / ADE (OR) 4. One Diploma Holder with three years experience.
3. From Rs.10.00 lakhs to Rs.25.00 lakhs	1. One B.E., (Civil) with 3 years experience plus One Diploma Holder in Civil Engineering (OR) 2. Equivalent Degree Holder with 3 years experience plus One Diploma Holder in Civil Engineering (OR) 3. Not less than one retired sub-divisional Officer plus One Diploma Holder in Civil Engineering (OR) 4. Two Diploma Holders in Civil Engineering with 3 and 5 years experience respectively.

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| 4. From Rs.25.00 lakhs to Rs.50.00 lakhs | <ol style="list-style-type: none"> 1. One B.E. (Civil) with 3 years experience plus two Diploma Holder in Civil Engineering (OR) 2. One B.E., (Civil) with 3 years experience plus Two retired Junior Engineers. (OR) 3. Equivalent Degree Holder with 3 years experience plus Two Diploma Holder in Civil Engineering Or Two retired Junior Engineers (OR) 4. One retired Sub-Divisional Officer (AEE or ADE plus Two Diploma Holders in Civil Engineering or and retired SDO (AEE or ADE) plus Two retired Junior Engineers. |
| 5. Above Rs.50.00 lakhs | <ol style="list-style-type: none"> 1. To be examined in individual cases depending upon the nature of work and Technical skill involved and defined in the tender notice regarding the No.of qualified Technical personnel to be employed by the contractor. |

6. A penalty of Rs.2,000/- PM for Diploma Holder and Rs.5000/-P.M. for Degree Holder be levied in case of default on the part of contractors in the norms mentioned above.
7. The employment of Technical Assistance should be based only on the value of contract. Engineers. with Mechanical Engineering qualification and retired from Civil Engineering Departments and also suitable to supervise the Civil Engineering works because of their Experience in Civil Engineering field.
8. It will not be incumbent on the part of the Contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and if during such period on the opinion of the Executive Engineer. The Employment of Technical Assistants are required for the due fulfillment of the Contract.

9. A movement register should be opened and maintained for Technical Assistants employed by the Contractor or for the Technical or qualified contractor. The Technical Assistant or Technically qualified contractor may be noted their arrival and the departure timings every day along with their initials. Such Register should be produced during inspection of the Inspecting Officer.

10. Without prejudice to the Generosity of the above clause the Contractor shall during the currency of the contract, when called upon the Engineer-in-charge engaged and also ensure engagement by the sub contractors and other employed the contractor in connection with the work, such number of apprentices in the category and for such period as may be required by the Engineer incharge. The contractors shall trained them as required under the Apprentices Act. 1961 and the Rules made there under and shall be responsible for all obligations of the employer under the said act including the liability to make payments to apprentice as required under said Act.

On evaluation of Tender if it is found that the overall quoted amount of the Tender is less than 5 to 15% of the value put to tender, the contractor shall pay an additional security at 2% of the estimated value. If the tender discount exceeds 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimate amount, failure to furnish the Additional Security Deposit within 15 days from the date of receipt of acceptance order and execute the agreement shall entail cancellation of award of contract and forfeiture of EMD furnished.

SPECIAL CONDITION OF CONTRACT

GOODS & SERVICE TAX

1. The Government of India has notified vide notification No.20/2017 and notification no.24/2017 the concessional rate of GST at 12% (CGST 6% + SGST 6%) is leviable for any Government Contract whether Civil or Electrical irrespective of the GST rate applicable on purchase of goods used in the execution of Government contract works. The GST amount will be calculated at 12% of sum of tender value (excluding GST) entered by the tenderer for the construction cost specified in BOQ subject to GST rate applicable as amended from time to time.
2. As per notification 202 section 7 sub section 2 of the Tamilnadu Goods and Services act 2017 (Tamilnadu act 19/2017) activities or transaction under taken by State Government shall be treated neither as supply of goods nor supply of services.
3. As per Public Works Department Schedule of Rates under general note 8(ix), the contractor is eligible to get refund of excess tax paid or liable to pay tax for this contract.
4. As per chapter IX (Section 41) of Tamil nadu Goods and Services act 2017 every registered person may be entitled to the credit of eligible input tax, as self assessed, in his return and such amount shall be credited on provisional basis to his electronic credit ledger and the contractor need to pay the GST amount towards his GST Registration No.

SPECIAL CONDITIONS FOR CEMENT AND STEEL

CEMENT

The Contractor make his own arrangements to procure of cement to required specification for the works

- a) Contractor shall procure cement required for the works only from the reputed cement factories (Main produce of their authorized agents) Manufacturing cement (ISI Standards) acceptable by the Executive Engineer. The contractor shall furnish to the Executive Engineer bill of payment and certificate issued by the manufactures of their authorized agents to authenticate procurement of quality cement from the approved cement factory. The contractor has make his own arrangements for safe package and adequate storage of cement.
- b) The contractor shall procure cement in standard packing of 50 Kg. per bag from authorized manufactures, the contractor shall make necessary arrangements for actual weighment of random sample from the valuable stock and shall confirm with the specification laid down by the ISI
- c) Cement shall be got tested for all the tests atleast one month advance before use of cement bags brought and kept at site godown. The cement shall be tested as and when required by the departmental officers in PWD laboratories or any other laboratories as directed by the Executive Engineer. The cost of testing charges shall borne by the contractor. Separate payment need not be made to the contractor for testing the cement.
- d) The use of admixtures and agents shall be made as per the directions of the Executive Engineer. The cost of centage storing stocking, handling, batching, building shall be borne by the contractor.
- e) The contractor should store the cement 60 days requirement atleast one month in advance to ensure the quantity of cement so brought to site and shall for with remove the same without the written permission of the Executive Engineer.

- f) The contractor shall forth with remove the cement from the work site, any cement that the field officer of HR&CE department may disallow for use on account of failure to meet the required quality and standard.
- g) The contractor shall have to construct sheds storing cement having capacity not lower than the cement required for 90 days use at approved locations. The field officers of HR&CE department shall have free access to such stores at all times.
- h) The contractor shall further at all times satisfy the HR&CE department Engineers and or production of proofs and tools by submission on of returns and other proofs as directed that the cement is being used as and approved by the Executive Engineer for the purpose and the contractor shall at all times, keep his records upto date to enable the Executive Engineer to apply such checks as may be desired.
- i) Cement which has been unduly long in storage with the contractor on alternatively has deterioration due to Inadequate storage and thus became unfit for use on works will be rejected by the department officers and on claim will be entertained. The contractor shall forth with remove form the work site any cement the Executive Engineer may disallow for use on works and replace it by cement complain with the relevant Indian Standards.

STEEL :

The contractor shall provide mild steel/ RTS Steel bars at their own cost. High yield strength deformed bars, rods and structural steel etc., required for the works only from the main and secondary produced manufacturing steel or their authorized agents to prescribed specification of Indian standards require marks and acceptable to Executive Engineer Necessary ISI test certificates are to be produced to Executive Engineer before use on works. The cost forwards the test shall be contractor own cost, The testing of rods shall be done by the contractor in any of the PWD laboratories or any other laboratories at directed by the Executive Engineer. The diameter and weight of size shall be as per standard steel tables.