



**HINDU RELIGIOUS & CHARITABLE ENDOWMENT DEPARTMENT**

**TENDER SCHEDULE**

**Name of work :**

**Date of Tender :**

**E. M. D. : Rs.**

**ANEXURE**  
(TO BE FILLED BY THE CONTRACTOR)

- 1** Name of Tenderer :
- 2** Name of Work :
  
- 3** Date of Tender :
- a)** In Person :
- b)** By registered post :
- 4** Total value of tender :
- 5** Details about E.M.D. enclosed for this tender and its validity. :
- 6** Registered class of the tenderer with monetary limit and Department in which registered (Certified copy of the registration should be attached) :
- 7** Recent works executed details about name and place of work, Agt. No and value of works etc., should be given. :
- 8** Works under execution details about name and place of work Agt. No. & value of works etc., should be furnished.
- 9** Command of labour in brief.
- 10** Turn over of previous years (Particulars for a period of three consecutive years are to be furnished) :
- 11** Whether current Income Tax clearance certificate is enclosed? If not, when it will be produced? :
- 12** Whether current sales tax clearance certificate is enclosed? If Not, when it will be produced?
- 13** Sales tax Registration No.

**CONTRACTOR**

*Executive Officer,*

**APPENDICES****Appendix - I Tender Notice**

(As amended in G.O. Ms. No. 618/P.W. dated 30.4.1985)

1. **On** behalf of the Arulmigu Tenders will be received by the Executive Officer, HR&CE Department, Arulmigu at his office at **up to** on for the work of :

**E.M.D. Rs.**

- 1.1. The Tenders should be in the prescribed, form obtainable from the Executive Officer, Arulmigu .  
The Tenders will be opened **Rupees** by the Executive Officer, Arulmigu , at the place and on the date aforementioned.
- 1.2. The Tenderers or their 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 corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderer. If any of the tenderers or their agents finds it inconvenient to be present at the time, then in such a case the tender receiving officer will on opening the tender in the absence of tenderers 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. Tenders must be submitted in sealed covers and shall be addressed on the Executive Officer, Arulmigu .  
The name of the tenderer and the name of the work are 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 authorised officer who shall produce with his tender, Satisfactory evidence of his authorisation, such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.
- 2.2. Each tenderer must also send a certificate of Income-tax verification from the appropriate Income-tax authority in the form prescribed therefore. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.

**CONTRACTOR***Executive Officer,*

- 3.1. In case of proprietor or partnership firm it will be necessary to produce the certificate for mentioned for the proprietary or properties and for each of the partners as the case may be.
- 3.2. If the tenderer is registered as a SSI Unit in Government and if a certificate for the current year had already produced by him during the calendar year in which the tender is made. It will be sufficient, if particulars regarding the previous occasion on which the said certificate was produced are given.
- 3.3. All tenders received without certificate as aforementioned will be summarily rejected.

4. Each tenderer must pay as Earnest Money, a sum of **Rs.** /- into the Branch of State Bank of India or any other nationalized bank within the jurisdiction of the **Executive Officer, HR&CE, Arulmigu**

and enclosed with his tender the chalan endorsed accordingly. Earnest money will be refunded to the unsuccessful, tenderer on application, after intimation is sent of rejection of the tender whichever is earlier. The earnest money will also be received in cash or currency notes by the Executive Officer. When currency notes given the tenderer should sign his name in full with date on the back of all the currency notes given by him, whatever their denomination may be.

- 4.1. The earnest money will be retained in the 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 of ninety days 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 rates noted in the tender will not be final and further negotiation of the tenderer rates will be entertained. He shall forthwith upon and intimation being given to him of acceptance of his tender by the Officer duly authorised in this behalf under article 299(I) of the constitution. Hereinafter called the accepting authority take security Deposit of 2% of the value of contract in one of the forms prescribed in Tamilnadu Public Works account code i.e. by taking into 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 contract for the purpose of security Deposit.

**CONTRACTOR**

***Executive Officer,***

- 5.2. The Security deposit together with earnest money deposit and the amount with held according to clause 64-1 of general conditions to the contract shall be retained as security for due fulfillment of contract. If a cash security deposit by the contractor he shall follow the procedure laid down in the proceeding paragraph for payment of earnest money deposit and such deposit shall not bear any interest.
- 5.3. On receipt of written communication of acceptance of tender if the tenderer fails to pay the requisite security deposit within the period specified in the written communication or backs out from the tender or with-drawn 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 requisite deposit, then he will be liable for the excess expenditure if any incurred to complete the works as contemplated in the general conditions to the contract.
- 5.5. It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender from the accepting authority, there emerges a valid contract between the Executive Officer and the tenderer for execution of the work without any separate written agreement. Hence for the purpose the tender documents i.e. tender notice tender offered by the contractor, general conditions to the contract, negotiation, correspondences, written communication of acceptance of foundation of the rights of both the parties to the contract. Provided that it shall be open to the accepting authority to insist execution of any written agreement by the tenderer, if administratively considered necessary of expedient.
6. The tenderer shall examine clearly the Tamilnadu building practice and also the general conditions to contract contained therein and sign the Temple office copy of the Tamilnadu building practice and its addenda volume in token of such study before submitting his tender unit rates, which shall be for finished work in situ. He shall also carefully study the drawing and additional specifications and all the documents connected with the contract. The Tamilnadu building practice and other connected documents with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc. Can be seen at any time between 10:00 A.M. and 5:45 PM. on office of the Executive Officer, Arulmigu

A copy of the set of contract documents can also be had on payment of  
**Rs.**

**CONTRACTOR**

***Executive Officer,***

7. The tenderer attention is directed to adhere the requirements for Materials under the clause "Materials and Workmanship in the general conditions to the contract. Materials conforming to the I.S.I. standards shall be used on the work, and the tenderer shall quote his rates accordingly.
8. The Government will not, however, after acceptance of contract rate, pay any extra charges for lead or for any other reason, in case the contractor is found later on to have misjudged the materials available. Attention to the contractor is directed to the general conditions to contract regarding payment of seigniorage, tolls etc.
9. The tenderers particular attention is drawn to the sections and clauses in the General conditions to contract dealing with.
  1. Test, Inspection and rejection of defective materials and work.
  2. Garage.
  3. Construction plant.
  4. Water & lighting
  5. Clearing up during progress and for delivery.
  6. Accidents
  7. Delays.
  8. Particulars of payment
- 9.1. The contractor should closely peruse all the specification clauses, which govern the rates, which he is tendering.
10. A schedule of quantity accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omission, deductions, or additions at the discretion of the **Executive Officer**,  
Arulmigu, Executive Officer, has set forth in the conditions of contract. The tenderer will, however quote this lump sum tender on this schedule of quantities. He should quote specific rates of each item in the schedule and the rates should be in Rupees and in sum of five paise. The rates should be written both in words and figures and the units in words.
- 10.i. The tenderer should also show the totals of each items and the grand total of the whole contract and quote in the tender a lump sum. For which will be undertaken to do the whole work subject to the conditions of contract such lumpsum agreeing with the total amount of schedule 'A'. This schedule accompanying the lumpsum tender shall be written legibly and free from erasers overwriting of conversion figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting.

**CONTRACTOR**

***Executive Officer,***

11. Tenderer offering a percentage deduction from or increase on the estimate amount and these not submitted in proper form or in due time will be rejected. Rates or lump sum amount for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form in the conditions of contract, the drawings, specification quantities accompanying same will be recognized and if any such alterations are made the tender will be a void.
12. The tenderer should work out own his rates without reference being made to HR&CE Department estimates which are not open for inspection by the tenderer.
13. The tenderer must accept the materials at these prices and shall quote their price for finished work accordingly. Not with standing any subsequent Change in the market value for these materials, the change to contract. No centage or incidental charges will be borne by Government in connection with this supply.
14. The attention of the tenderer is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rates of progress and proportionate value of work done from time to time as will be indicated by the Executive officer certificate of the value of work done will be required. Date of commencement of this program will be the date on which the site (or premises) is handed over to the contractor.

The contractor has to maintain the Percentage of work specified below.

If the contractor fails to keep the rate of progress as stipulated, Penalty will be imposed on the contractor for his slow progress with reference to clauses from 55 to 57 to general conditions of contract in T.N.B.P. Vol. II

Period after date of Commencement	Percentage of work to be completed (based on contract Lump sum amount)	
Up to the end of Second Month	% (	Percent Only)
Up to the end of Fourth Month	% (	Percent Only)
Up to the end of Sixth Month	% (	Percent Only)
Up to the end of Eighth Month	% (	Percent Only)
Up to the end of Tenth Month	% (	Percent Only)
Up to the end of Twelve Month	% (	Percent Only)

Work should be completed fully at end of                      month

**NOTE:** The periods to be entered in column for the purpose of defining the rate of progress may be fixed by the Executive Officer to suit each case.

**CONTRACTOR**

***Executive Officer,***

15. No part of the contract shall be sub-let without written permission of the Executive Officer nor shall transfer be made by power of attorney authorising others to receive payment on the contractor's behalf.
16. If further necessary information is required the Executive Officer will furnish such information but it must be clearly understood that tenders must be received in order and according to instructions.
17. The 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 them selves not professionally qualified shall undertake to employ qualified technical men at their cost to look after the work. The tenderers 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 works, and paying extra attention to such works as may demand special attention (e.g.) reinforced concrete works etc. (In format below entered incorporate the latest forms fixed by Government for the Employment of Technical Assistant from time to time and penalty for non-employment of such Technical Assistant, etc.,)

<b>Value of contract</b>	<b>Qualification and No. of Technical Assistant to be employed</b>
1.Upto Rs.1.00 Lakh	No Technical Assistant need be employed. However if the officer, who accepts the tender, considers that the nature of work requires a Technical Assistant conditions may be stipulated in the tender while that i) One Diploma holder in Civil Engineering (or) ii) a retired J.E. may be employed.
2. Rs.1.00 lakh to Rs.5.00 lakhs	i) One Diploma holder in Civil Engineering (or) ii) not less than, one retired Junior Engineer
3. Rs.5.00 lakh to Rs.10.00 lakhs	i) One B.E. (Civil) (or) ii) equivalent degree holder (or) iii) not less than one retired Sub-Divisional officer (AEE or ADE) (or) iv) one diploma holder with 3 years experience.

**CONTRACTOR**

***Executive Officer,***



<b>Value of contract</b>	<b>Qualification and No. of Technical Assistant to be employed</b>
4. Rs.10.00 lakh to Rs.25.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) One Diploma Holder in Civil Engineering (or) ii) Equivalent degree holder with 3 years experience (+) One Diploma Holder in Civil Engineering (or) iii) Not less than One retired AEE / ADE (+) One Diploma Holder in Civil Engineering (or) iv) Two Diploma Holders in Civil Engineering with 3 and 5 years experience respectively.
5. Rs.25.00 lakh to Rs.50.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) Two Diploma Holder in Civil Engineering (or) ii) One B.E. (Civil) with 3 years experience (+) Two retired Junior Engineers (or) iii) Equivalent degree holder with 3 years experience (+) Two Diploma Holder in Civil Engineering / Two retired Junior Engineers (or) iv) One retired AEE or ADE (+) Two Diploma Holders in Civil Engineering (or) v) One retired AEE or ADE (+) Two retired Junior Engineers.
6. Above Rs.50.00 lakhs	(i) Three B.E. (Civil) with 3 years experience (+) (ii) Two Diploma Holder in Civil Engineering

Note: 1. Item 1,2,3,4,5 or 6 should be scored out in case where not applicable to the particular work.

Note: 2. A penalty of Rs.2000/- per month, for diploma holder and Rs.5000/- per month for degree holder levied in case of default on the part of contractors, in following the norms laid down above.

Note: 3. The employment of Technical Assistant could be based only on the value of contract.

**CONTRACTOR**

***Executive Officer,***

Note: 4. 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.

Note: 5. In case the contractor who is professionally qualified is not in a possession to remain always at the site of work and to pay extra attention to such work as may demand special attention (eg. RCC. Work etc.) He should employ technically qualified man as prescribed above.

19. A tenderer submitting a quotation which the tender accepting authority considers excessive and or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will tender himself liable to be 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 for materials, price permissible for the tenderer to change a prevent purchased of under the provision of clause 8 of hearing and profiteering prevention ordinance 1943 as amended from time to time and in similar principles in regard to labour and supervision in the construction.

20. The contractor should offer employment to ex-toddy tappers as far as possible. The number of ex-toddy tappers to whom he can see after employment should be mentioned in the tender and he should undertake in the contract to offer such employment to such number.

Note: This paragraph should be scored out if the cost of the work involved is less than Rs.10000/-.

21. The contractor shall comply with provisions of the apprentices' act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of contract and the competent authority may at his discretion, cancel the contract of invoice any of the penalties for the breach of contract provided in the conditions of contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions 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 by the Director Employment and Training/State apprenticeship advisor, Tamilnadu. The contractor shall train 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 the apprentices as required under the said act.

22. The contractor should employ I.T.I. Trained mason for every ten masons or part thereof. In the case of non-availability of I.T.I. Trained masons, the contractor should obtain the prior approval of the Executive Officer concerned before proceeding with the contract with the other kinds of masons.

**CONTRACTOR**

***Executive Officer,***

**APPENDIX II (A) TENDER**

DATE :

To

Sir,

I/we do hereby tender and if this tender be accepted undertake to execute the following works.

as shown in the drawings and described in the specifications prescribed in the office of the Executive Officer, Arulmigu with such variations by way of alterations

(or) additions to and omissions from the said works and method of payment are as 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 General conditions to contract, relating to and payment on lump sum basis or by final measurements at unit prices.

2. I/We have also completed the price list of items in schedule 'A' annexed (in words and figures) for which I/We agree to execute the work and receive the 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 instructions in the tender notice and have read the Tamil Nadu Building Practice and the General Conditions to the contract therein and the Tamil Nadu Building Practice Addenda volume that I/We have made such examinations 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 convenient, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not here after make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on my or our part of the said requirements convenient stipulations, restrictions and conditions.

**CONTRACTOR*****Executive Officer,***

4. I/We enclose an income tax verification certificate.

I/We being a registered Public Works Department contractor.

I/We have already produced 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 the chalans for the payment of the sum of Rupees (to be entered in words and figures) as earnest money not to bear interest.

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 eligible to pay the E.M.D. at concessional rate.

5.i.c In lieu of cash deposits, I/We have enclosed a \_\_\_\_\_ bearing No. \_\_\_\_\_ issued for value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) drawn/endorsed/pledged in favour of the Executive Officer, Arulmigu

, \_\_\_\_\_

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 of rejections 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 shall be retained by the Government as security Deposit for the due fulfillment of contract. If upon intimations being given to me/us by the authority authorised by the Governor under Article 299 (i) of the constitutions (hereinafter called the accepting authority) of acceptance of tender I/We fail to make the additional security deposit then I/We agree to the forfeiture of earnest money deposit. Any notice required to be served on me/us here under shall be sufficiently served on me/us. If delivered to me/us personally or forwarded to me/us by post to (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 me/us at time when in due course of post, it would be delivered at the address as 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 the Executive Officer and in 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 of tender, shall constitute, the contract for this purpose and be the foundation of rights of both the parties, as defined in clause 4 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.

**CONTRACTOR**

*Executive Officer,*

8. I/We have also signed the copy of the Tamilnadu building practice and National Building code and addenda volume there to, maintained in the Temple office in acknowledgement of being bound by all conditions of the clauses of the general conditions to the contract and all specifications for items of works described by a specification number in schedule 'A'.
9. In 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 said conditions drawing serially from Number 1st inclusive (Schedule B) and described in the specification (Schedule C) and to the extend of probable quantities shown in schedule, 'A' with such variations by way of alterations or additions to or deductions from the said works and method of payment therefore as are provided for in the said conditions.
10. The term Executive Officer in the said conditions shall the HR&CE Officer incharge of the Temple having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges receive here in favour of Government with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary one who has been during authorised 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 by the TNPWD Code and the site is handed over to me as provided for in the agreement, said conditions and agree to complete the work within months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement. Rate of progress subject nevertheless to the provisions for extension of time contained in clause 56 of Tamilnadu Building Practice.
12. I/We agree that upon the terms and conditions of contract being fulfilled and performed to the satisfaction of the Executive Officer the security deposited by me/us herein before received of such portion of as I/We may be entitled to under the said conditions be paid back to me/us 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 18 of tender notice undertake to employ the following technical staff for supervising the work and will see that the 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).

**CONTRACTOR**

***Executive Officer,***

Name of Technical staff proposed to be employed (1)	Qualification (2)	Experience (3)
1.		
2.		
3.		

14. I/we agree that the Arbitrator for fulfilling the duties set forth in the arbitration clause of the General Condition to contract shall be
- The Joint Commissioner Thanjavur in case the value of claim is upto Rs.50000/- and
  - I/We that in case, the value of claim is Rs.50000/- and above, the remedy will be through the competent Civil Court only.
15. On behalf of the Arulmigu \_\_\_\_\_ and as duly authorised by the Commissioner the above tender for a value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is accepted on this day of \_\_\_\_\_ 20

Contractor Signature and  
Designation

Executive Officer,HR&CE,

Signature of witness in full  
address with Name in Block letters.

16. "On evaluation of Tender it is found that if 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 estimated 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 E.M.D furnished.

**CONTRACTOR**

***Executive Officer,***

## Annexure to Tender Notice

**Schedule 'A'**

## Schedule of Rates and Approximate Quantities:-

a) The quantities hereby given those upon which the lumpsum tender cost of the work is based but they are subject to alternations omissions, deductions 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 rates noted below are those governing payment of extras or deductions or omissions according to the conditions of the contract of the Tamilnadu Building Practice and other conditions or specifications of this contract.

b) It is to be expressly understood that the measured work is to be taken (notwithstanding 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 Officer and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary and contingent works connected therewith. The rates quoted are for works in site and complete in every respect.

Item No.	Probable Quantity Figures	Description of Work	T.N.B.P. No.	Unit in Words Rs. P.	Rate in		Amount in Figures Rs. P.
					Figures	Words	
1.	2.	3.	4.	5.	6.	7.	8.

(Vide separate sheet enclosed)

Date

Signature of the Contractor

The second sub division of this column (i.e) column is for entering description of units in words such as numbers cubic metre Kg,etc.

**SCHEDULE 'B'**

## List of Drawings

Note: all drawing to be signed by the contractor as well as the officer entering into contract.

## Supplemental list

As referred to in the specifications including the General conditions to the contract of Tamil Nadu Building Practice.

Sl. No.	Drawing Number	Description	Date on which the Drawing was supplied	Sl. No.	Drawing Number	Description	Date on which the Drawing was supplied
1.				2.			
3.				4.			

**CONTRACTOR*****Executive Officer,***





### **SCHEDULE 'C'**

List of the specifications for the various items of works, supply these described in Schedule 'A' by Standard specification numbers.

1. The contractor shall employ the following Technical staff supervising the work and shall 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 demand special attention e.g. reinforced cement concrete work etc.,

Name of the members of the Technical staff to be employed	Qualifications	Experience
---	----------------	------------

(Vide separate sheet enclosed)

Note: In case contractor is himself professionally qualified the above specification should be suitably altered and in cases in which the contractor selected has not given an undertaking to employ qualified men it should be scored out.

Note: Additional specification if any which have to be entered in schedule 'C' should be entered the item (1) above and numbered continuously.

### **GENERAL CONDITIONS**

1. The work shall be carried out in strict accordance with Tamilnadu Building Practice and its volumes.
2. The contractor shall make his own arrangements for the procurement of materials to the required specifications required for the work.
3. The Executive Engineer shall reject any materials, which is proved to be not according to standards.
4. All storage facilities shall be subject to approval of the Engineer in charge and shall be constructed to prevent easy access for inspection and identification
  - a. Avoid storage for long periods, do not store at all if Possible during the rain season.
  - b. For other precautions in this regard I.S.4082 - 1987 shall apply

**CONTRACTOR**

*Executive Officer,*

6. a. The Tenderers who are, themselves not professionally qualified shall undertake to employ qualified Technical man at their cost to look after the work. The Tenderers would state in clear terms whether they are professionally qualified or whether they under take to employ Technical men required by 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 Technical qualified men is always at the site of work during working hours professionally checking all the times of works and having extra attention to such works as may demand special attention (e.g.) rein forced cement concrete Works etc.

THE DETAILS OF TECHNICAL ASSISTANT IS TO BE EMPLOYED IS TO BE AS BELOW

<b>Value of contract</b>	<b>Qualification and No. of Technical Assistant to be employed</b>
1.Upto Rs.1.00 Lakh	No Technical Assistant need be employed. However if the officer, who accepts the tender, considers that the nature of work requires a Technical Assistant conditions may be stipulated in the tender while that i) One Diploma holder in Civil Engineering <b>(or)</b> ii) a retired J.E. may be employed.
2. Rs.1.00 lakh to Rs.5.00 lakhs	i) One Diploma holder in Civil Engineering <b>(or)</b> ii) not less than, one retired Junior Engineer
3. Rs.5.00 lakh to Rs.10.00 lakhs	i) One B.E. (Civil) <b>(or)</b> ii) equivalent degree holder <b>(or)</b> iii) not less than one retired Sub-Divisional officer (AEE or ADE) <b>(or)</b> iv) one diploma holder with 3 years experience.
4. Rs.10.00 lakh to Rs.25.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) One Diploma Holder in Civil Engineering <b>(or)</b> ii) Equivalent degree holder with 3 years experience (+) One Diploma Holder in Civil Engineering <b>(or)</b> iii) Not less than One retired AEE / ADE (+) One Diploma Holder in Civil Engineering <b>(or)</b> iv) Two Diploma Holders in Civil Engineering with 3 and 5 years experience respectively.

**CONTRACTOR**

***Executive Officer,***

5. Rs.25.00 lakh to Rs.50.00 lakhs	i) One B.E. (Civil) with 3 years experience (+) Two Diploma Holder in Civil Engineering <b>(or)</b> ii) One B.E. (Civil) with 3 years experience (+) Two retired Junior Engineers <b>(or)</b> iii) Equivalent degree holder with 3 years experience (+) Two Diploma Holder in Civil Engineering / Two retired Junior Engineers <b>(or)</b> iv) One retired AEE or ADE (+) Two Diploma Holders in Civil Engineering <b>(or)</b> v) One retired AEE or ADE (+) Two retired Junior Engineers.
6. Above Rs.50.00 lakhs	(i) Three B.E. (Civil) with 3 years experience <b>(+)</b> (ii) Two Diploma Holder in Civil Engineering

- b. If the tenderer who is not professionally qualified fails to employ to Technical men as indicated above for they shall be levied as follows during the period of non-employment of Technical man

- 1) Rs.2000/- per month for Diploma holder
- 2) Rs.5000/- per month for Degree holder

Note: In case the contractor who is professionally qualified is not in a position to remain always at the site of work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention (e.g. RCC works etc.) he should employ technically qualified men as prescribed for the works.

The employment of Technical Assistant should be based on the value of contract. 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.

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

7. One I.T.I trained mason for every ten masons or part thereof should be employed.
8. The tenderer shall not employ the labour below the age of 18 years.
9. He should offer employment to Ex-servicemen, ex-toddy tappers and unemployed agricultural labours as far as possible.
10. Sufficient labourers as may be required by the Executive Engineers shall be employed on the work so as to gear up the progress of the work.

**CONTRACTOR**

***Executive Officer,***

11. The tenderer shall not claim for any loss due to foreseen circumstances including suspension of work due to cause.
12. Accident to people employed by the contractor resulting compensation to be paid, as per the workmen 'compensation' act shall be on the contractor's account.
13. The tenderer should make his own arrangements for the conveyance of materials to the work site from sources specified.
14. Payment will be made on detailed measurement. Any of the items in the schedule may be omitted or altered technically and no variation in the rate shall become payable to the contractor on account of the omission of variation in quantities.
15. Before payment of final bills the contractor shall produce certificate from the Income-Tax authority that all income-tax payable by him upto date has been paid and certificate from the sales tax authority that all the S.T. Payable by him upto date has been paid.
16. The Executive Engineer will be at liberty to withdraw any portion of work or to carryout any portion of the work at any time either Departmentally or through any other agency in the interest of Government without assigning any reasons to the contractor who is actually doing the work and the Executive- Engineer's decision will be final and binding on the contract and contractor is not entirely entitled for any compensation on account of the same.
17. In the event of work being transferred to any other Temple the Executive Officer who is incharge of the Temple having Jurisdiction over the work shall be competent the exercise all the power and privileges and reserved in favour of the Government.
18. The tenderer shall fill in column 7 of the Schedule also
19. The rates should inclusive of all taxes payable to the Government by the tenderer.
20. The rate will be for the finished items of works and no extra bill is paid for seignorage.
- 21.a. An amount of 2% or 1% of the value of the work including cost of all materials such as Cement, steel etc. will be deducted from the contractor's bill at the time of payment towards income tax.
- b. An amount of 2% for civil works and 4% for other than civil works on the value of work done including cost of materials supplied by departmentally will be deducted towards sales tax from the contractors bill at each stage of payment.
22. Tenders with tampered seal will not be accepted.
23. Tenders in which the rates are not written in words will summarily be rejected. In case of any discrepancy while expressing the rates in words, the rate whichever is advantage to Government will only to be taken into account.
24. Tenders containing over writing or corrections, which are not attested by the tenderer, will be liable for rejection.

**CONTRACTOR**

***Executive Officer,***

25. Tenders received without E.M.D. will be summarily rejected.
26. The site should be cleared by the contractor after completing the work as required by the departmental Engineers.
27. The work shall be carried out without any hindrance or damage to the existing cross masonry works such as bridges, super passages etc.
28. The recovery towards hire charges of machineries will be made at the rates specified and for the time actually utilized by the contractor, for time required as per the data considering the out turns whichever is higher.
29. The contractor should prepare a bar chart for the works costing more than Rs.5.00 lakhs and produce the same before starting the work.
30. In case of any dispute of difference between the parties for the contract either during the progress (or) after the completion of the works or after determination, abandonment or breach of the contract as to any other matter or thing arising there under except as to matters left to the self discretion of the Executive Officer of the clause 18,20,25-3,27(1) 34,35 and 37 of the General conditions of contract as to the works holding Executive Officer of the payment of any items on which the contractor may claim to be entailed them either party shall forthwith give to the other notice or such dispute or difference shall be and is hereby referred to the arbitration of the Superintending Engineer, of the nominated circle mentioned in the article of agreement herein after called the arbitrator, in cases where the value of claim is less than and upto Rs.50,000/- In cases where the value of claim more than Rs. 50,000/- the parties will seek remedy through the competent civil court.
31. The contractor has to maintain the progress of work as per the percentage of work specified in tender notice.  
  
If the contractor fails to keep the rate of progress as stipulated in the tender notice penalty will be imposed on the contractor for his slow progress with reference to clause of T.N.B.P. under preliminary specification.
32. Similarly for lighting arrangements to do any work to keep up the accepted progress of work, the contractor has to make his own arrangements at his cost. Possible help to get power connections from the electricity Board will be given by the Department. The contractor will be permitted to do night work like earth work excavation etc. So as to complete the work within the accepted contract period. But concreting has to be done in daytime. No extra payment will be paid for such works.
33. The leads and lifts involved for the various materials as well as finished work are clearly, furnished in the schedule. However the contractors are request to inspect the places of work both casting yard for precast blocks and the canal breach for, in situ concrete and borrow areas for the conveyance of earth and the quarries for sand and metal and satisfy themselves about the adequacy of the provision made for lift and lead before tendering. The contractor will not be eligible for extra lead and lift even if it is actually involved during the course of the work.

**CONTRACTOR**

***Executive Officer,***

**GENERAL CONDITIONS**

1. Period of completion ( 12 ) months.
2. The successful tenderer will be required to make a further security Deposit at the direction of the accepting authority. Execution and completion of the work should be within the period specified in the tender notice from the date of commencement of work or handing over of site which ever is earlier.
3. Specification for the various materials and the execution of all works shall be as per Tamilnadu Building Practice.
4. It must be distinctly and specifically understood that whole works will be executed complying with the specification in metric system found by T.N.B.P. payment will be made as per measurement recorded metric units only.
5. Every tenderer before tendering is expected to inspect the proposed work site. Any claim for extra cost on account of increase in lead of materials will not be accepted.
6. The work shall be produced with expeditiously from the date on which the site is handed over and completed as early as possible as required by the Departmental officers.
7. The contractor must make his own arrangement to form approach roads and ramps if any required at his own cost and maintain the same through out the period of contract. On permission for using Existing roads if any by the contractor will be commenced to the authorities concerned and the contractor must bear all charges incidental to using the road, No extra cost on this account will be entertained by the Department.
8. If night work is required to fulfill the agreed rate of progress all arrangements shall be made by the contractor including lighting the area without any additional claims.
9. The plan and schedule of quantities are subject to alternate during execution and payment shall be made as per actual measurement of works done. No claims for any extra cost of works whatsoever shall be entertained for such revision in design extra.
10. The rates specified in the schedule for the different items of work are for the finished works and no extra will be paid for baling and pumping charges indented on the work.
11. The shed for storing the materials should be put up by the contractor at his own cost. The contractor's special attention is invited to clause general conditions of T.N.B.P. and also required to provide at his own expenses, sheds, latrine, water, lights, urinals etc. for his workers.

**CONTRACTOR**

***Executive Officer,***

12. In case it is found by the Departmental officers that the contractor has brought any of the required materials from quarry with lesser load than the specified in the schedule, proportionate deduction will be made from the contractor's rate of payment for the finished work for the respective item.
13. The contractor will be held responsible for the proper and safe custody of all the Department Materials which are handed over to the contractor until they are finally used on the work (or) taken over by the Department.
14. The Executive Engineer will be liberty to withdraw and carryout any portion of the work at any time either Departmentally or through any other agency, in the interest of Government.
15. In the event of the work being transferred to any other Temple to Executive Officer who is incharge of Temple having jurisdiction over the work shall be competent to exercise all the work and privilege reserved in favour of the Government.
16. The contract rates are inclusive of Sales-Tax payable by the contractor to the Government as per the Tamilnadu General Sales-Tax Act 1989 as amended from time to time. No enhanced rates will be payable to the contractor for any upward revision of Sales-Tax during the currency of the contract.
17. Tenderers should obtain from the authorities concerned an Income-Tax clearance certificate and sales- Tax Clearance certificate for the current year and submit it along with the tenders. The Tenderers who are engaged in works contract as well as Business for selling materials should produce sales tax clearance certificate or they should produce NIL certificate.
18. 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 officer. The Government shall not be liable to pay for any loss or damages occasioned by or arising out of famine flood, cyclonic-eruption, earth-quake other convulsions of nature and all other calamities risk arising as nature of act 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.
20. Recovery under Revenue Recovery Act:  
Whenever any amount has to be paid by the contractor by virtue and class 57-4 or any amount that may be due or may become due from the contractor under these presence and the contractor is not responding to the demands for payments against a said amount, then the Government shall be entitled to recover the said amount under the provisions of the Tamil Nadu Revenue Recovery Act 1964 (Tamil Nadu Act V of 1964). G.O.Ms.No. 1318 / PW / Dt.22.5.1986 amended in Government letter No.135130 / Y2 / 88-3 / Dt.30.1.1990.

**CONTRACTOR**

***Executive Officer,***

### **SPECIAL CONDITIONS FOR STEEL**

#### **A. Materials**

1. The contractor shall make his own arrangements to procure all materials like cement, steel, binding wire and others required for the work, at his own cost.
2. The contractor shall always purchase the steel as fresh as possible after manufacture and he shall on demand by the Executive Engineer, furnish a laboratory test certificate of a character meeting with the approval of the consignment of steel rods and for each category of rods.

The quality of steel procured shall be with the I.S.I. Standards the quality tests shall be conducted by the contractors at their own cost in the Government testing laboratories (or) in the laboratories of P.W.D if available at various stages, P.W.D. has liberty to confirm the quality of the materials supplied By the contractor at various levels and stages at their own laboratory at the cost of contractor.

3. The Executive Engineer shall reject any steel which is proved to be not according to standards.

#### **B. MEASUREMENT**

The measurement will be taken as per the specifications and units mentioned in the Schedule "A"

The Engineer in-charge will supply drawing for adoption.

### **SPECIAL CONDITIONS**

1. The contractor shall be responsible for the safe custody and storage of the materials under dry condition at the places approved by the Executive Engineer.
2. No royalty shall be charged where due for materials quarried from the Public Works Department (or) Government quarries. Assistance as necessary will be given to the contractor by the Department to obtain access to quarries approved by the Executive Engineer, plot rent shall be charged so far material stocked in the Department land during the course of construction provided such materials are removed in a month after the works are completed.
3. The contractor should make his own arrangements for providing approach road to the work site for which no extra will be paid to him on completion of the work the contractor shall not permitted to remove the materials laid for formation of road. If the contractor is allowed to use the existing roads he shall maintain it in good condition at his own cost through out the period of the execution of work.
4. Reference to TNPB No. in the Schedule of quantities referred to Vol 1 and Vol.II of 85 and 88.

**CONTRACTOR**

***Executive Officer,***



5. The contractor shall abide by the contractor labour regulation of the P.W.D. framed by the Tamil Nadu Government.
6. The contractor should bear his own expense for providing safety materials for any labourer during work and all the types of works and on his failure to do so Government shall be entitled to provide the same and the cost will be recovered from the contractor.
7. When there are any complaints of non-payment of wages, the labour bill of the contractor maybe withheld pending clearance certificate obtained from the labour Department.
8. Any amount fallen due to the contractor even after effect in recovery from his bill for this work and other works and due to the contractor will be arranged to be recovered from the contractor under provision of revenue recovery act.
9. The Executive Officer may put an end to the agreement at his opinion at any time.
10. Provided in respect of work costing above Rs.2500/-a notice of 10 days shall be given in writing before such termination of work or for subletting for the portion of the work for any other reason.
11. And provided that in the case of bad work (or) materials, action will be taken as provided in the clause TNDSS.27 (c) Standard Preliminary specification.
12. When an agreement is terminated under the clause (10) above the Officer terminating the agreement shall have the option to take over any or all the materials and other equipments at a value of assessed by him and of the contractor does not agree to this, he shall clear the site by removing at his own cost of all such materials, equipment within 10 days from the termination of the agreement, failing which the Government may remove and settle the same after holding the posts and removal and sale to the credit of the contractor.
13. Contractor's rates for the different items of the work involving the uses of cement are inclusive of the cost of cement.
14. The contractor shall be responsible for the safe custody and proper storage of material at the place near the work spots approved by the Executive Officer.

**CONTRACTOR**

***Executive Officer,***

### **CONDITIONS FOR SANITARY ARRANGEMENTS**

Rules for the provision of health and sanitary arrangements for workers employed by the P.W.D and its contractors

The contractor's special attention is invited to clauses of General condition of contract in T.N.P.B Vol.II and he is requested to provide at his own expenses the following amenities to the satisfaction of the Executive Officer.

#### **FIRST AID:**

At the work site it shall be maintained easily accessible place first aid appliances and machines including an adequate supply of sterilised dressings and cotton wool. The appliances shall be kept in a good order. They shall be placed under the charges of a responsible person who shall be readily available during working hours.

#### **DRINKING WATER:**

- a. Water of good quality fit for drinking purpose will be provided for the work people on /a/scale not less than three gallons per head per day.
- b. Where drinking water is obtained from intermittent Public Water supply, each work shall be provided with storage tank where such drinking water shall be stored.
- c. Water supply and storage shall be at a distance of not less than 50 feet from any latrine, drain, or other existing well, when the well is within 50 feet of a drain, or any other source of pollution, the well will be properly closed before water is drawn from it for drinking, all such well shall be entirely closed on the top and be provided with a trap door which shall be dust and water proof. The trap door shall be locked and opened only for cleaning or inspection, which shall be done atleast on a month.
- d. A reliable pump shall be fitted to each covered well.

#### **WASHING AND BATHING PLACES:**

Adequate washing and bathing places shall be provided separately for men and women, such places shall be kept clean and in drained condition cleaning of vessels or washing could not be allowed in or near by drinking well.

**CONTRACTOR**

***Executive Officer,***

**LATRINE AND URINALS:**

In every work place, latrine and urinals shall be provided, in accessible places and the accommodations separately for each of them shall be on the following scale upon the scale so directed by the Executive Engineer in a particular case.

- i. Where number of persons employed, do not exceed 50-2(two)
- iii. Where number of persons employed, exceed 50 but does not exceed 100- 4 (Four)
- iii. For every additional 100 Persons.

ADD at the rate of 3%.If woman are employed separate latrines screened from those for men shall be provided on the same scale Except in work places provided with water flushed latrines dry type latrine with receptacle or dry earth system which will be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition shall be provided.

The excretes from the latrines shall be disposed off at the contractor's expenses, in outlay pits approved by the Local Public Health Authority. The contractor shall also employ adequate number of scavengers and conservatory staff to keep the latrine and urinals in clean condition.

**SHEDS FOR WORKMEN:**

At the work site, there shall be provided free of cost two suitable sheds one for meals and another for rest for the use for labourer.

ii. The contractor should provide at his own expenses for housing the workmen. The sheds shall be on a standard not less than the cheap shelter type. A floor area of about 8 for two persons shall be provided. The sheds are to be in a row with a clean space between sheds, condition permits. The workpeople camp shall be laid out in units of 400 persons. Each unit shall have a space of 40 feet around.

iii. At every work place at which 25 or more women working ordinarily employed there shall be provided two huts of suitable size for the use of children, under the age of 6 years along to such one that shall be used for infant play as whereas their bed room. The hut shall not be constructed in lower standard than the following (i)thatched roofs (ii)Mud floors and walls(iii) Planks spread over the mud floor and covered with matting.

The number of the crèches should vary, according to the number of women workers. The crèches should be properly maintained and necessary equipments like Toys etc. should be provided and huts be provided with suitable and sufficient sweepers to keep the place clean. There shall be ayah in attendance sanitary urinals shall be provided to the satisfaction the Health Officer of the area concerned.

**CANTEEN:**

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

**CONTRACTOR**

*Executive Officer,*