

ARULMIGU DHANDAYUTHAPANI SWAMY TEMPLE, PALANI

TENDER DOCUMENT



Name of Work

**: Renovation of Wooden Temple Car @
Arulmigu Periyannayagi Amman Temple
(Thaippusa Thirutheer), Palani**

**Total Number of Pages in the
Tender Document**

: 37 Pages (Thirty Seven Pages only)

Number of items in the schedule

: 8 Items only (Eight Items only)

Tender Date

: 19.04.2022

E.M.D

: Rs.33,500/-

Issued To / Downloaded By

ANNEXURE
PARTICULARS TO BE FURNISHED BY TENDERERS

1. Name and address of tenderer :
2. Name of work : Renovation of Wooden Temple Car @ Arulmigu Periyannayagi Amman Temple (Thaippusa Thiruthar), Palani
3. Date of Tender : 19.04.2022
4. Total value of Tender :
5. Details about E.M.D. Enclosed for the tender and its validity **including the Goods and Service Tax (GST amount)** : Rs.33,500/-
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, place of work, value of the works, etc., should be furnished. }
8. Command of labour in brief :
9. Turn over of previous years (particulars for a period of three consecutive years to be furnished) }
10. Whether Income Tax clearance certificate is enclosed ; if not when it will be produced. }
11. Whether **Service Tax (GST) registration is enclosed. If not when will it be enclosed?** }

12. Technical Assistant Details :

1. Name :

Qualification certificate :
Experience :

2. Name :
Qualification certificate :
Experience :

(OR)

3. Name :
If retired Civil Engineer Designation
and date of retirement.
(Copy enclosed)

4. If any other particulars :

SPECIAL INSTRUCTIONS TO THE TENDERERS

Part – I

1. The tenderer should fill up the Annexure to the Tender schedule furnishing there to the required information.
2. The tenderers should furnish the particulars of name, address and technical qualification of the Technical Assistant proposed to be employed by them to look after the execution of this work as per terms and conditions of the contract.
3. All pages of the tender should be signed by the tenderer and corrections in rates should be duly attested by them.
- 4. A copy of the tenderers registration in HR & CE Department as a Sthapathy or Silpi shall be attached with the tender.**
5. The tenderer should furnish the copy of Goods and Service Tax (GST) Registration No.
6. Current Income Tax Clearance Certificate shall be enclosed with the tender.
7. The following particulars shall also be furnished by the contractor along with the tenders.
 - a. A list of details of works execution by the contractors with their value.
 - b. A list of details of works under execution by the contract with their values.
 - c. Annual turn over of the contractor for the last one year. Necessary certificate to the effect issued by the respective Bank shall be attached.

Part-II

1. The tenders should carefully go through the tender schedule and quoted their rates for all times.
2. The rates **excluding GST** should be filled in neatly in figures and in words and taking into account the metric units specified in the tender, scribing, over writings and erasing should be avoided as far as possible.
3. The amount of each item of work should be worked out. Proper care must be taken in working out the amount of each item of work taking into account the unit for which the rates quoted and the quantity of work to be done under the item.
4. The total form each page should be arrived at and carried over to every page and the grand total value of work should be worked out and shown at the end.
5. **The tenderer shall quote the rates and prices (both in figure and words) for all the items of the works described in the bill of quantities excluding GST along with sum of the quoted tender value excluding GST at the end (both in figure and words).**
6. The tender should be submitted along with the covering letter giving full details as called for in the tender notice and with particulars of following items.
 - a. Whether they are registered contractors if registered together with the copy or letter registering them in the appropriate class.
 - b. Details of the Earnest Money Deposit remitted in Demand Draft only.

In case the tenderers are eligible for concessional Earnest Money Deposit and accordingly they have tendered their No. and details from which the concession was granted to them to be specified and if possible a copy of this aforesaid reference may be enclosed along with the tender for ready reference.

 - c. Details of previous work done by the tenderers covering the cost of work the agreement No and date, the Department in which the work was carried out etc., so as to assess the previous experience of the tenderers at once as also make an easy for reference to their record of every year details should be furnished so as to see that the tenderers have minimum experience of major buildings.
 - d. List of various machinery and other equipments at the tenderer disposal for use in the execution of the work.

- e. The tender form should be filled in while submitted the tender. The tenders submitted without filling up the tender form is liable to be rejected.
 - f. The certificates showing the annual turn over of the Contractor for the last one year issued by the respective bank shall be attached.
7. The tenders must be submitted in a foolscap cover there by duly signing all the conditions. Plans and schedule issued and tender documents.
8. If at any time the Joint Commissioner/Executive Officer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the progress or work as defined by the tabular statement "Rate of progress" in the "Articles of Agreement", The Joint Commissioner/Executive Officer shall so advise the contractor in writing and at the same time demand compliance. If the contractor neglects to comply with such demand within 7 days after the receipt of such notice it shall then or at any time. There after be lawful for the Joint Commissioner/Executive Officer to determine the contract which determination shall carry with the forfeiture of the Security Deposit and total of the amount withheld from the final bill together with value of such work as may have been executed and not paid for such proportion of such total sums as shall be assessed by the Joint Commissioner/Executive Officer .

TENDER FORM

To

Joint Commissioner/Executive Officer,
Arulmigu Dhandayuthapani Swamy Temple,
Palani.

Sir,

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

As shown in the drawings and describing in the specifications deposited in the office of the Joint
Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani. of
.....

Temple with such variations by way of alterations (or) additions to and omission from the said
works and method of payment are provided for in the “Conditions of contract for the sum of
Rupees (to be entered in words and figures.)

Or such other sum as may be arrived at under the clause of the General conditions to contract
relating to payment on lumpsum basis or by final measurements at unit prices”.

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

3. I/We do hereby distinctly and expressly declare and acknowledge that before the
submission of my/our tender, I/We have carefully followed the instructions in the tender notice
and have read the Tamilnadu building practice and the general conditions to the contract there in
and the Tamilnadu building practice addenda contract volume; and that I/We have made such
examination of the contract documents and of the plans, specifications, quantities and of the
location, where the said work is to be done, and such investigation of the work required to be done
and regard to the materials required to be furnished as to enable me/us to thoroughly understand
the intention of the same and the requirement, Covenants, stipulations and 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 Temple based upon or arising out of any alleged
misunderstanding or misconception or mistake or my/our. Part of the said requirements,
covenants, stipulations restrictions and conditions.

4. I/We beings a registered HR&CE Department Sthapathy/Silpi enclose an income Tax verification certificate 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 a challan for the payment of the sum Rupees
.....as Earnest Money not to bear interest (to be entered in words and figures).

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

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

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

6. If my / our Tender is not accepted, this sum shall be returned tome / us on my / our applications when intimation is sent to me/us for rejection or at the expiration or ninety days from the date of this tender, whichever, is earlier. If my/our tender is accepted, the Earnest Money Deposit shall be retained by the Temple as security for the due fulfillment of the contract. If upon intimation being given to me/us by the authority authorized by the Government under article 299 (i) of the constitution (herein after called the accepting authority) of acceptance of my/our tender, I /we fail to make the additional security deposit, or to enter into required agreement (as specified in class IV of the tender notice) then I/We agree to the forfeiture of the Earnest Money Deposit. Any notice required to be served on me/us hereunder shall be sufficient served on me/us if delivered to me us personally or forwarded, to me/us by post to (Registered or ordinary) or left at the mail address given herein. Such notice shall, if sent by post be deemed to have been served, on me/us at the time when indue course of post, it would be delivered at the address to which it is sent.

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

8. I/We have also signed the copy of the Tamilnadu building practice and national building code and addenda volume thereto, 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 work described by a specification number in Schedule “A”.

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

10. The term “Joint Commissioner/Executive Officer” in the said conditions shall mean the 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 reserved herein in favour of the Government with the previous sanction of or the subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under Article 299(1) of the constitution.

11. I / We agree that the time shall be considered as the essence of this contract and to commence the work, as soon as this contract is accepted by the competent authority as defined by the Tamilnadu Public Work Department Code and the site (or premises) is handed over to me/us as provided for in the said conditions and agree to complete the work within 6 **(Six) months** from the date of such handling over of the site (or premises) and 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 conditions to the contract appended to Tamilnadu building practice.

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

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

I/We in pursuance of clause 18 of tender notice under take to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and playing extra attention to such works as may require special attention (e.g) reinforced cement concrete works.

S. No.	Name of technical staff proposed to be employed	Qualification and experience
1.		
2.		
3.		
4.		

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

1. The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani in case the value of claim does not exceeded Rs.50,000/- (Rupees fifty thousand only).
2. And through the competent civil court if they value of claim is more than Rs.50,000/-.

Signature of the contractor with date

15. In pursuance of negotiation with the Joint Commissioner/Executive Officer
..... of Temple on

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

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

Date :

Signature of Contractor

ADD NEW CONDITIONS FOR GOODS AND SERVICES TAX (GST)

The Government of India has notified vide Notification No. 20 / 2017 – Central Tax (Rate), dated 22nd August, 2017 and Notification 21 No.24 / 2017 – Central Tax (Rate), dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) at 12% [CGST at 6% + SGST at 6%] is leviable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.

And the GST amount will be calculated at 12% from the sum of total tendered value quoted by the tenderer for construction cost (excluding GST) specified in the BOQ, Subject to GST rate applicable from time to time as recommended by the GST Council

“All duties, taxes, and other levies except GST, payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder”

INPUT TAX CREDIT (ITC)

a) As per Notification 202, dated 29.06.2017 and as per sub-section (2) of Section 7 of the Tamil Nadu Goods and Services Act, 2017, (Tamil Nadu Act 19 of 2017), activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service.

b) As per Chapter IX (Section 41) of the Tamil Nadu Goods and Services Act, 2017, every registered persons may be entitled to take the credit of eligible input tax, as self-assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit ledger.

c) As per PWD Revised SoR (2017-18), dated 21.10.2017, under General Note, 8 (ix), the Contractor is eligible to get refund of excess tax paid over or liable to pay tax for this Contract Work.

TOTAL TENDER PRICE

The total tender price will be the cumulative of value quoted for construction (Total Basic Rate + GST),

The amount of EMD is fixed at 1% of the contract value of work put to tender (including the GST Amount)”

NEGOTIATIONS

The lowest tenderer will be identified who quotes lowest total tender price which including GST as per the clause Negotiation of rates will be made only with the lowest tenderer for reducing the quoted rates and the negotiation will be made for the rates quoted to the items in the construction part alone and not for GST amount.”

“After negotiation with lowest tenderer, the GST amount will be recalculated at 12% of the sum of the Negotiated tender value (excluding GST) for construction Cost specified in the BOQ, subject to GST rate applicable from time to time as recommended by the GST Council.

AWARD OF CONTRACT

To be substantially responsive to the bidding documents and who has offered the lowest evaluated total tender price (Total Quoted Value including the Goods and Services Tax (GST) Amount).

MINIMUM CRITERIA FOR QUALIFICATION

The Applicant should produce Income Tax Clearance Certificate valid for the current period, „VAT Verification Certificate (i.e. previous assessment year) and „TIN number having validity and copy of Goods and Services Tax (GST) Registration No.

Lumpsum Contract

Tender notice

1. The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani invites tender for the work of **Renovation of Wooden Temple Car @ Arulmigu Periyannayagi Amman Temple (Thaippusa Thiruthar), Palani** at his office upto 3.00 PM on **19.04.2022** from the experienced and competent contractors / firms as detailed below.

The tender so received on **19.04.2022** and those received by post upto 3.00 pm on **19.04.2022** will be opened on **19.04.2022** at 4.00 p.m.

The Contractor offer the Tenders should be the HR & CE Department Registered Sthapathy or Silpi (Wood Work) only.

The tenders should be in the prescribed form obtainable from the Joint Commissioner/Executive Officer. The tenders will be opened by the Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani at the place and on the date afore mentioned at 4.00pm. The tender or their agents are expected to be present at the time of opening of the tenders. The tenderer 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 tenderers of their agents finds it convenient to be presence at the time, then in such a 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. Tenders must be submitted in sealed covers and should be addressed to the Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani the name of the tender and the name of the work being noted on the cover.

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 and authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

3. Each tenderer must also sent a certificate of Income Tax verification form the appropriate Income-Tax authority in the form prescribed therefore. This certificate will be valid for one year from the date of issue for all tenders submitted during the period. In the case proprietary and partnership firm, it will be necessary to produce the certificate afore mentioned for the proprietors or proprietors and for each of the partner as the case may be.

If the tenderer is a registered HR&CE Department Sthapathy/Silpi and if a certificate for the current year and already been 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.

All tenders received without a certificate as aforementioned will be summarily rejected.

4. Each tenders must pay an Earnest money deposit of **Rs.33,500/- (Thirty Three Thousand Five Hundred Only) including the basic rate and Goods and Service Tax (GST)** The earnest money deposit can be paid in Demand Draft only. The earnest money will be refunded to the unsuccessful tender on application, after termination is sent of rejection of the tender or at the expiration of three months from the date of tenders whichever is earlier. The refund will be authorized by the Joint Commissioner/Executive Officer by suitable endorsement on the challan. The earnest money will not be received in cash or currency by the Temple officers, have in exceptional cases. Where there are no Treasuries or banks within the jurisdiction of the officer calling for tenders. When currency notes are given, the tenderer should sign his name in full with date, on the back of all the currency notes given by him, whatever their denominations may be.

Not other mode of payment will be accepted, Bank Guarantee of any kind not be accepted.

5. (i) 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 given his consent in writing, specifying the period of extension.

- i. The tenderer whose tender is under consideration shall be attend the Joint Commissioner/Executive Officer office 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 intimation being given to him of acceptance of his tender, by the officer duly authorized in this behalf under article 299(1) of the constitution, herein after called the accepting authority, make security” deposit of 2% of the value of **contract including GST amount** in one of the forms prescribed in Tamilnadu Public works ‘A’ code (i.e. by taking onto account of the amount of earnest money deposit (1% of the estimate cost) already deposited with the tender, it would be sufficient to pay the balance amount to make up the 2% of the value of contract **including GST amount** for the purpose of security deposit) The above additional security deposit at 1% will be produced before signing the agreement. The security deposit to 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 is made by the contractor, he shall follow the procedure laid down in the proceedings paragraph for payment of earnest money deposit and such deposit shall not bear any interest.
- ii. On receipt of written communication of acceptance of tender, if the tender fails to pay the requisite security deposit within the period specified in the written communication for back out from the tender or withdraws his tender after acceptance the earnest money deposit shall be forfeited to the temple.

If the contractor to carryout the contract after paying the requisite 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.

- iii. It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender by the accepting authority, there emerges a valid contract between the Joint Commissioner/Executive Officer and the tenderer for execution of the work without and separately written agreement. Hence for this purpose, the tender documents, i.e. tender notice, tender offered by contractor, general conditions to the contract special conditions to contract negotiation correspondences, written communication of acceptance negotiation correspondences written communication of acceptance of tender etc., shall constitute of valid contract and there will be the 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 or expedient.

6. The tenderer shall examine clearly the Tamilnadu building practice and also the general conditions to contract contained therein and sign the Divisional office copy of the Tamilnadu Building practice and its addenda volume in token of such study before submitting his tender 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 which form part of the agreement to be entered into by the accepted tenderer. 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 A.M., to 5.45 P.M. of the office days in the office the Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani. A copy of the set of contract documents can also be had on payment or **Rs.9,000 (+) GST 12% Rs.1080/-**.

7. The tenders attention is directed to the requirements, for materials under the clause “Materials and workmanship” in the general conditions to contract, materials conforming 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 site of the proposed work. He should also inspect the quarries any satisfy himself about the quality and availability of materials. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case the materials must comply with the relevant standard specifications or in the tender notice, or as required by the Executive Engineer in any case, shall be submitted for the Executive Engineer’s approval before the supply to site of work is begun.

The government will not however, after acceptance of a contract rate pay any extra charges for lead or for any other reason in case the contract or is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard general condition to contract regarding payment of seigniorage tools etc.

9. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the temple does not accept any responsibility on the correctness or completeness of this schedule and that this schedule is liable to alterations by omission deduction or additions at the discretion of the Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani or as set forth in the conditions of contract.

10. The tenderer should workout his own rates, without reference being made to the public works department current schedule of rates or the public works department estimate which are not open for inspection by tenders. However, in case tenders called for under the percentage tender system the tenderer should work out his own rate but quote his percentage rate above or below, the total estimate cost of work of the departmental indicated in the tender schedule.

11. The price at which and the source from which certain particular materials shall be obtained by the contractor and given at the end of the schedule accompanying the tender form tenderers must accept the materials at these prices and shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value, for those materials, the charge to the contractor will remain as originally entered in the written no centage or incidental charges will be borne by temple in connection with this supply.

12. The attention of the tenderers is directed to the contract requirements as to the time or beginning as to the time or beginning work, the rate or progress and the dates for the completion of the whole work and us several parts, the following rates of progress and proportionate value work done from time to time, as will be indicated by the Executive Engineers certificates of the value of work done will be required date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement	Percentage of work completed (Based on the contract lumpsum amount)
6 Months	
I mile stone (1 months)	15%
II mile stone (2 months)	30%
III mile stone(3 months)	45%
IV mile stone (4 months)	60%
V mile stone (5 months)	80%
VI mile stone (6 months)	100%

13. No part of the contract shall be sublet without written permission of the Joint Commissioner/Executive Officer nor shall transfer be made by power of attorney authorising others to receive payment of the contractor's behalf.

14. If further necessary information is required the Joint Commissioner/Executive Officer of the Temple will furnish such but it must be clearly understood that must be received in orders, and according to instructions.

15. The Joint Commissioner/Executive Officer or other sanctioning authority has the right to reject any tender or all the tenders.

16. The tenderer who are themselves not professionally qualified shall undertake to employ the qualified technical men at their cost to look after the work. The tenders should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the department specified in the schedule below for the work. In case the selected tenderer is professionally qualified or whether they undertake to employ technical man required by the department specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technical men under him, he should see that one of the technically qualified men should always be at site of the work during working hours personally checking all the items of works and paying extra attention to such works as may demand special attention e.g. reinforced concrete works etc.

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

Note (2): A penalty of Rs.2000/- p.m. for Diploma holder and for Rs.5000/- for degree holder, be levied in the case of default on the part of contractors in following the norms laid down above.

Note (3) : The employment of technical assistants would be based only on the value of contract, Engineers, with mechanical engineering qualification and retired from civil engineering departments are also suitable to supervise the civil engineering works because of their experience in civil engineering field.

Note(4) : In case the contractor who is professionally qualified and not in position to remain always at the site of the work and to pay extra attention to such as may demand special attention (e.g) RCC work etc., he should employ technical qualified men (as prescribed above).

Note (5) : It will not be incumbent on the part of the contractors to employ Technical Assistant / Assistants when the work is kept in abeyance 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.

The schedule

Value of contract	
1. Above Rs.1,00,000/- and upto Rs.5.00 lakhs	1. One diploma holder in Civil Engineering (Or) 2. Not less than one retired junior engineer.
2. Above Rs.5.00 lakhs and upto Rs.10.00 lakhs	1. One B.E., (Civil) (or) 2. Equivalent Degree holder (or) 3. Not less than one retired sub Divisional officers AEE/ADE (or) One Diploma holder with three years experience.
3. Above Rs.10.00 lakhs and upto 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 Holder in Civil Engineering with 3 years and 5 years experience respectively.
4. Above Rs.25.00 lakhs and upto Rs.50.00 lakhs	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 Engineering. (or) 3. Equivalent Degree holder with 3 years experience plus two Diploma holders in Civil Engineering / twos retired junior engineers. (or) 4. One retired Sub Divisional Officer (AEE or ADE) plus two Diploma Holders in Civil Engineering. (or) 5. One retired Sub Divisional Officer (AEE or ADE) plus two retired Junior Engineers.
5. Above Rs. 50.00 lakhs contractor In addition to the Technical personal proposed for values above Rs.25.00 lakhs and upto three years experience shall be employed.	To be examined in individual cases depending on the nature or work and the technical skill involved and to be defined at appropriate me.

17. The contractor should offer employment to ex-toddy tappers as per as possible. The number of ex-toddy tappers to whom he can so offer employment should be mentioned in the tender and the should under take in the agreement to offer such employment to such number.

18. The contractor shall employ with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, this failure will be breach of the contract and the competent authority, may at his discretion, cancel the contract or invoke any of the penalties for breach of contract provided in the conditions of contract. The contractor shall also penalties for the breach of contract provided in the conditions of contract. The contractor shall also be liable for any pecundary 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 to the apprentices is in the categories mentioned below who may be assigned to him by the Director of 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 apprentice as required under the said Act.

19. The Joint Commissioner/Executive Officer, reserves to himself the right of allotting the different sub-works to the different contractors or to one and the same contractor as the may decide after the receipt of tender.

20. Additional security to be furnished for the lesser rates

On evaluation of tender, if 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 estimate amount. Failure to furnish the additional security deposit within 15days from the date of receipt of acceptance order and execute the agreement shall entail cancellation of award contractor and forfeiture of EMD furnished.

21. In case of contractor for construction of buildings either permanent of semi-permanent buildings, a sum of equivalent to 2½ % of the value work done will be retained from 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 done by the contractor. The amount so far retained with the Government will be returned only on the expiry of one year period referred to above and on execution of indemnity bonds by the contractor for a further period of four years. The contractor shall be liable to set right all defects arising our his faulty execution or sub-standard work noticed during the above five years period at his cost.

22. The contractor is bound by all the conditions of the clauses of the general conditions of contract amended from time to time.

SPECIAL CONDITIONS
(Accompanying Tender Notice.)

1. Postal Tender:

- 1.1. 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.
- 1.2. In case of sending tenders by registered post, acknowledgement due, it is the responsibility of the tenderer himself to dispatch 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.
- 1.3. No representation or appeal of any kind will be allowed against belated Receipt of tenders by post beyond the notified date and time or in transit etc.

SCHEDULE – A
Schedule of rates and approximate quantities

1. The quantities here given are those upon which the lumpsum tender cost of the work is based but they are subject to alterations, 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 the governing payment for extra or deductions for omissions according to the conditions of the contract as set forth in the general conditions of contract of TNBP and other condition conditions (or) specifications of this contract.
2. it is to be expressly understood that the measured work is to be taken that (Not withstanding any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and 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 qty (Figures)	Description of work	TNBP No	Rate (Words & Figures)	Unit(in words)	Amount (figures) Rs. P
		Vide separate schedule attached				

Signature of Contractor : (Vide separate sheet attached)

Issued to

.....on.....

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EXTRACT OF AMENDMENT

Amendment to clause 69.1 of General Conditions, contract based on orders in G.O.Ms.No.1152/PW/DT.19.6.80.

MODIFICATION AND AMENDED IN G.O.Ms.No.

Cause – 69-1 – of General conditions of contract :

In case of any dispute or difference between the parties to the contract either during the progress or after the completion of the works or after determination, abandonment or breach of the contract or as to any other matter or thing arising there under except as the matters left to the sole discretion of the Joint Commissioner/Executive Officer under clause 18,20,25-3-27-1, 34, 35 and 37 of General conditions of contract or as to the with holding by the Joint Commissioner/Joint Commissioner/Executive Officer of the payment of any bill to which the contractor may claim to be entitled, the either party shall forth with give to the other notice or such of difference and dispute or difference shall be and is hereby referred to the arbitration of the Joint Commissioner/Executive Officer of the nominated temple mentioned in the articles of agreement (herein after called the Arbitrator) in cases where the value of claim is less than or upto Rs.50,000/-.

In case where the value of claim is more than Rs.50,000/- the parties will seek remedy through the competent civil court.

SPECIAL CONDITION FOR ERRADICATION OF CHILD LABOUR

G.O.(MS) No.53 Labour and Employment (V II) Department/Dated 12.5.03

The work contract assigned to the Contractor's shall be cancelled if they engage Child Labour in executing works and such Contractors should be, black listed for three years.

ADDITIONAL CONDITIONS - II OF CONTRACT

Goods and Service Tax (GST) on Government Works Contract (Clause – 119 of Central Goods & Service ACT (CGST), 2017:-

1.The Central Government vide Notification No.24/2017- Integrated Tax (Rate), dated 21.09.2017 has amended the GST rate on Government, Contracts to 12 Percent, as described below. This rate would be applicable for ongoing as well new contracts “Service provided to the Central Government, State Government, Union Territory, a local authority or a Government authority by way of construction, erection, commissioning, installation, completion, fitting out, repair, maintenance, renovation, or alternation of “

❖ A civil structure or any other original works meant predominantly for use other than for commerce, industry, or any other business or profession;

❖ A structure meant predominantly for use as

- An educational.
- A Clinical, or
- An art or cultural establishment; or

❖ A residential complex predominantly meant for self-use or the use of their employees or other persons specified in Paragraph 3 of the Schedule III of the Central Goods and Services Tax Act, 2017.

2.Government of India has notified vide Notification No.20/2017- Central Tax (Rate), dated 22nd August, 2017 and Notification No.24/2017 – Central Tax (Rate), dated 21st September 2017, the concessional rate of the Goods and Services Tax (GST) at 12% [CGST at 6% & SGST at 6%] is leviable for any Government Contract, whether Civil or Electrical, Irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.

And the GST amount will be calculated at 12% from the sum of total tendered value quoted by the tenderer for construction cost (excluding GST) specified in the BOQ, Subject to GST rate applicable from time to time as recommended by the GST Council.

3.All duties, taxes, and other levies except GST, payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

a.As per Notification No.31/2017 – Central Tax (Rate) dated 13th October, 2017 the concessional rate of GST at 12% [CGST at 6% + SGST at 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. The Contractor is eligible to get refund of excess tax paid over or liable to pay tax as per Notification No.20/2017, Central Tax (Rate) dated 21.09.2017 and Notification No.31/2017, Central Tax (Rate), dated 13.10.2017.

b.Further, for works Contract services involving predominantly earth works (that is, constituting more than 75% of the value of the works contract) supplied to Central Government, State Governments, Local Authority, Governmental Authority for Government Entity shall be taxed at 5% as per Notification No.31/2017 – Central Tax (rate) dated 13th October, 2017. Therefore, for such contract the amount of GST is to be calculated at 5% [CGST at 2.5% + SGST at 2.5%] over and above the Basic Rate.

4.INPUT TAX CREDIT (ITC) :-

- a) As per Notification 202, dated 20.06.2017 and as per sub-section (2) of Section 7 OF THE Tamil Nadu Goods and Services Act, 2017, (Tamil Nadu Act 19 of 2017), activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service
- b) As per Chapter IX (Section 41) of the Tamil Nadu Goods and Services Act, 2017, every registered persons may be entitled to take the credit of eligible input tax, as self-assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit ledger.
- c) As per PWD Revised SOR (2017-18), dated 21.10.2017, under General Note, 8 (ix), the Contractor is eligible to get refund of excess tax paid over or liable to pay tax for this Contract Work.

5. In addition to the Security Deposit, retention amount shall be deducted from the running account bills, a sum equivalent to 5% (Five Percent) of the total value (including the Goods and Service Tax (GST) Amount for all the running account bill) of each bill as retention money.

6. Out of the above 5% retention amount, 2^{1/2}% of (Two and Half Percent) of the total value of the work so far executed will be released to the contractor on payment of final bill, and in the final bill, the Goods and Services Tax (GST) amount retained In previous payment has to be released to the contractor without interest.

7. The balance 2^{1/2}% will be retained for a period of 1 year reckoned from the date of completion of the work, as all defects shall have been made good according to the true intent and meaning hereof, whichever shall happen last.

8. The retention money of 2^{1/2}% including GST (Two and a Half Percent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the Bidder without interest after the defects liabilities attached to the contract is over.

9.a. Part or complete payment will be made only in satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the Measurement Book.

b. For every Bill, 12% of GST will be paid to the Contractor based on the value of work done for Construction by the Employer. After the payment including 12% of GST, the Contractor should pay the GST Amount to Government through his GST Registration No. Also the contractor needs to submit the Material purchase bill mentioning the name of the work/s in the package and GST No. to the Employer.

c. FIRST BILL PAYMENT :-

At the time of payment for first running account bill, the contractor should produce the GST paid details on goods (materials) to the Employer for ITC.

d. INTERMEDIATE BILL PAYMENT :-

At the time of payment for next running account bills, the contractor should produce the GST paid details of services upto previous bill payment (i.e. GST paid detail for the previous work bill) along Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer.

e. FINAL BILL PAYMENT:-

The Contractor should produce the GST paid details for all the materials used for construction work, and GST paid details of services for the upto previous payment (ie., GST paid detail for the upto previous work bill) to the Employer along with Input Tax Credit (ITC) availed at the time of payment of final bill to the employer.

f. SUBMISSION OF GST PAID DETAILS OF FINAL BILL:-

The GST paid details for the final work bill payment of construction work to be submitted by the contractor to the employer in few days after getting payment.

10.It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawings, or as may be ordered from time to time by the Collector and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works concerned therewith. The rates quoted excluding GST Amount are for the finished works in situ and complete in every respect.

Tender Accepted with Violent Excess or Unworkable Rates:

The tender is accepted with excess rates (+) 15% and above for certain items, the quantity of work under such items should not exceed on any account during execution. On the same analogy, it should be ensured that the quantity for items of work with unworkable and low rates i.e. less than 10% of the estimates rates, are not reduced during execution.

16.(a). E.M.D:

The acceptance of E.M.D. in Demand Draft issued by Nationalized or Schedule bank drawn in favor of The Joint Commissioner/ Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani.

(b) Security deposit:

In case of contractors for building works the security deposit (i.e.2%) of the value of contract **including GST amount** minus the E.M.D. already remitted is to be produced in the shape of Demand Draft to Joint Commissioner/ Executive Officer, concerned before signing the agreement.

1. Risk Insurance :

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

2. Standard specifications:

For detailed description of various items of works to be executed in addition to the brief description given in the schedule A and for the rights and obligations of the contractors etc., the attention of the contractors is invited to Tamilnadu building practice which should be followed in all respect both in letter and spirit. The materials used, the workmanship, the mode of execution of the work etc., should confirm the relevant specification on TNBNP.

3. Safety code:

The safety measures and all amenities for the labours shall be made by the contractor at his cost as indicated in the safety code vide appendix to general conditions to contract and clause 34,35 and 42-1 to 42-7 of general conditions of contract.

WITH HELD AMOUNT:

The withheld amount at 5% be recovered from each bill based on the value of workdone.

Retention of 2 ½% for one year:

In case of contracts 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 of one years reckoned from the date of completion of the work done by the contractor. The amount so retained with the Temple will be refunded only on expiry of one year period referred to above and on execution of indemnity bond by the contractor for a further period of four years.

The contractor shall be liable to set right all defects arising out of his faulty execution (or) sub-standard work noticed during the above five years period at his cost.

In addition to the aforesaid security deposit, retention amount shall be deducted from the running account bills, a sum equivalent to 5% (Five percent) of the total value (including the Goods and Service Tax (GST) Amount for all the running account bill) of each bill as retention money out of the 5% retention amount, 2 ½ % (Two and half Percent) of the total value of the work so far executed will be released to the contractor on payment of final bill, and in the final bill, the Goods and Services Tax (GST) amount retained in previous payment has to be released to the contractor without interest.

And the balance 2 ½ % will be retained for a period of one year reckoned from the date of completion of the work, as all defects shall have been made good according to the true intent and meaning hereof, whichever shall happen last.

The retention money of 2 ½ % including GST (Two and a Half Percent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the Bidder without interest after the defects liabilities attached to the contract is over.

4. Recovery of dues under revenue recovery act:

Any amount fallen due from the contractor on account of this contract even after recovering from the bills for this work and any other contract awarded to the contractor than the amount is liable to be recovered under the provision of Revenue Recovery Act.

Additional condition of contract : 1

1. The contractor shall at his own expense provide arrangement for the provision of footwear for any labour doing cement mixing work and all other similar type of work involving the use of tar mortar etc, to the satisfaction of the engineer incharge and on his failure to do so Temple. shall be entitled to provide same and recover the cost from the contractor.
2. when there are complaints of non payment of wages to the labour bills of the contractor may be with – held pending a clearance certificate from the labour department.

ADDITIONAL CONDITIONS. III

Rules for the provision of Health and Sanitary arrangements for workers employed by the P.W.D., and their contractors.

The contractor's special attention is invited to relevant clauses of general conditions of contract in the TNBP and he is requested to provide at his own expense the following amenities to the satisfaction of the Executive Engineer.

1. First Aid :

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

2. Drinking water:

1.

- a. water of good quality fit for drinking purpose shall be provided for the workpeople on scale not less than fifteen litres per head per day.
- b. Where drinking water is obtained from an intermittent public water supply system each work place shall be provided with storage tank where such drinking water shall be stored.
- c. Every water supply and storage shall be at a distance of not less than 15m from any latrine drain or sources of pollution where water is to be drawn which is within such proximity of latrine drain or any other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

2. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once in a month.

3. Washing and bathing places

Adequate washing and bathing places shall be provided separately for men and women, such bathing place shall be kept in clean and drained condition bathing (or) washing should not be allowed in or near any drinking well.

4. Latrines and urinals

They shall be provided within premises of every work place latrines and urinals in an accessible place and the accommodations separately for each of them shall be on following scale or on the scale as directed by Executive Engineer in any particulars use.

1. Where the No., of persons employed does not exceed 50-2 seats
2. Where the No. of persons employed excess 50 but does not exceed 100-3 seats.
3. For every additional 100 persons- 3 seats. If women are employed separate latrines and urinals screened from these for Men shall be provided on the same scale. Except in work place provided with water flush out latrines connected with a water borne sewage system all latrines shall be provided with receptable on dry earth system which shall be cleaned atleast four times daily and atleast twice during working hours and kept in strictly sanitay condition. The receptables shall be tarred inside and outside atleast once a year.

The escreta from the latrines shall be disposed off at the contractors expenses in outway pipe approved by the local public health authority. The contractor shall also employ adequate No., of scavengers and conveyancy staff to keep the latrines and urinals in a clean conditions.

5. Shelters during rest

At every work site there shall be provided free of cost two suitable sheds one for meals and other for rest separately for men and women for the use of labourers.

6. Creches :

At every work place at which 50 or more women ordinary employed there shall be provided two huts of suitable site for the use of children under the age of 6 years, belonging to such women one hut shall be used for infants games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following.

1. thatched rooms
2. mud floors and walls
3. plants spread over the mud floor and covered with meeting.

The site of the crèches should vary according to the No. of women workers. The creches should be properly maintained and necessary equipment like toys etc., shall be provided huts shall be provided with suitable and sufficient sweepers to keep the place clean.

There shall be Aayas in readiness, Sanitary urinals shall be provided to the satisfaction of the health officer of the are concerned.

The No of huts shall be restricted to children their attendants and mothers of the children.

7. Canteen:

Cooked food canteen on a moderate scale shall be provided for the benefits for the workers as it is considered expeiant.

8. Sheds for workmen

The contractor should provide at his own expense ahead for housing the workmen. The sheds shall be on standard not less than the cheaper shelter type to live in which the work people pertaining in the locality are accustomed to. A floor area of 1.80 mx1.30m for two persons shll be provided. The sheds to be in rows with 1.3 m a clan space between sheds and 9m clear space between rows if condition permit. The work people camp shall be laid out in units of 400 persons each unit to have a clear space of 12m alround.

Additional condition: IV

Safety provision in the building industry condition in addition to clause 42 of preliminary specification T.N.B.P.

SPECIAL CONDITIONS

1. Motors, gearing, transmission, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safe guards.
2. The work should be carried out as per instructions of the departmental Engineers from time to time, as per T.N.B.P.S.S. (Tamil Nadu Building Practice Standard Specifications) and National Building Code.
3. The rate should be inclusive of all leads and lifts for materials and water etc., The tenderer should make his own arrangements for watering.
4. The contractor should inspect the site and plan and satisfy himself before quoting rates.
5. The contractor shall make his own arrangements for the chain pulley block (7 tonnes lifting capacity) including from chains etc. Complete and no extra payment will be made on account of this.
6. Excess issue of materials shall be calculated by deducting the theoretical requirement for the actual quantity of work done based on standard data from the quality of material actually issued for the work. Variation upto 5% of theoretical requirements depending upon the nature of work can be allowed. Recovery for any excess consumption over this permissible limit will be at double the issue, rate, if any material issued to the contractor by the temple.
7. Royalty charges due for use of private quarries and private land shall be paid by the contractor.
8. If night work is required to fulfill the agreed rate of progress, all arrangements shall be made by the contractor, inclusive of lighting without any claim for extra rates.
9. The contractor shall abide by the contractor's labour regulations of the public works and risks against fire and other accidents framed by the Tamil Nadu Government.
10. The contractor shall employ by a Government approved sthaphathy for all the works to be done under silpa sastra and he should be present on all the days of working Vimanam and other temple work in conformity with temple architecture.
11. The Ornamental feature should be marked by the sthaphathy in conformity with silpa, sastra and any failure in this regard will entail failure and penal action.
12. Regarding the mode of measurements, maintenance of quantity use of materials, period of curing etc., the decision of the Departmental Officers will be final.
13. The contractor has to make his own arrangements to procure the tools and plants and charcoal required for the work and the charcoal required for the work and the charcoal requirement for sharpening the chisel will not be paid to the contractor.
14. The contractor will be penalized if the work will be delayed in progress. The amount will be decided by the Joint Commissioner/Executive Officer.

Article-1:**PART -1**

1. suitable scaffolds shall be provided for workmen for all work that cannot be safely done from ladder or by other means.
2. A Scaffold shall not be constructed taken down or substantially altered except.
 3. a. under the supervision of the competent and responsible persons and
 - b. By as far as possible competent workers possessing adequate experience in such kind of work.
4. Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
5. Scaffolds shall not be over loaded one as far as practicable the load shall be evenly distributed. Before installing lifting gear or scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
6. scaffolds shall be periodically inspected by a competent persons.
7. Before allowing a scaffold to be used by the workmen every employer shall ensure whether the scaffold has been erected by his workmen or not take steps to ensure that it functions fully with the requirements of this articles.
8. Group Insurance for the labours and Sthapathy shall be made to ensure of the workers.

Article -2.

1. Working platforms gangways and stairways shall be so constructed that part thereof can save unduly (or) unequally.
2. To be so constructed and maintained to obviate from risks of persons tripping or slipping and to be kept free from any unnecessary obstructions.

Article -3.

1. Every opening in the floor of a building or on a working platform shall except for the time and to extent required to allow the access of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.
2. When persons are employed on a roof there is danger of falling from height exceeding that to be prescribed by national laws or regulations suitable precaution shall be taken to prevent the fall of persons or materials.
3. Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

Article -4:

1. Safe means of access shall be provided to all at working platforms and other working places.
2. Every ladder shall be securely fixed and of such length as to provide securely hand – hold and foot hold t every position which it is issued.
3. Every place where work is carried out and the means of approach there to shall be adequately lighted.
4. Adequate precautions shall be taken to prevent danger from electrical equipment.
5. No matter is on the site shall be constructed or placed as to cause danger to any persons.

Article -5 (General rules as to hosting appliance : Article :3)

1. Hoisting machines and tools including their attachments encharges and supports shall
 - a. Be of good mechanical constructions sound materials and adequate strength and free from patent effect and to be kept in good working order.
 - b. Every rope used in hoisting or lowering materials on as a means of suspension shall be suitable quality and adequate strength and free from patent defect.

Article -6:

1. Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and re-exaimed in position at intervals to be prescribed by national law of regulations.
2. Every chain ring, book shackle level and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

Article -7:

1. Every crane driver or hoisting appliances operator shall be properly qualified and
2. No persons under the age of 21 years shall be in control of any hoisting machine including any scaffold which or give signals to the operator.

Article -8:

1. In the case of every hoisting machine and of every chaining hood shackle, level and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
2. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In the case of hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
3. No part of any hoisting machines of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

Article -9:

1. Motor gear, transmission electric, wiring and other dangerous part of hoisting appliance shall be provided with efficient safe guards.
2. Hoisting appliances shall be provided with such mean as will request to a minimum the risk of the accidental descent of the
3. Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load been wing accidently displaced.

PART –III**GENERA RULES, TO SAFETY EQUIPMENT AND FIRST AID:****Article -10:**

1. All necessary personal safety equipment shall be kept available for the use of the persons employed on the site and be maintained in a condition suitable for immediate use.
2. The workers shall be required to use the equipment provided and the employer shall take adequate steps to ensure proper use of the equipment by these concerned.

Article -11:

When work is carried on in proximity to any place where there is a risk of danger all necessary equipment shall be provided and kept ready for use and al necessary steps be taken for the prompt, reasons of any persons in danger.

Article -12:

Adequate provision shall be made for promptly first and treatment of all injuries likely to be sustained during the course of the work.

Article -13:

Where large work places are situated in cities, town or in the sub-urban and no beds are considered necessary owing to the proximity of city or town hospital, suitable transport shall b e provided to facilitate removal of urgent cases to hospital at other work places, some conveyance facilities such as care shall be kept readily available to taken injured persons or persons suddenly taken seriously ill to the nearest hospital.

AMENDMENT TO THE TAMIL NADU TRANSPARENCY IN TENDERS RULES

**[G.O.Ms.No.309, Finance (Salaries), 17th October 2017, Purattasi 31,
Hevilambi, Thiruvalluvar Andu – 2048]**

No.SRO A-46(d)/2017.

In exercise of the powers conferred by sub-section (1) of Section 22 of the Tamil Nadu Transparency in Tenders Act, 1998 (Tamil Nadu Act 43 of 1998), the Governor of Tamil Nadu hereby makes the following amendment to the Tamil Nadu Transparency in Tenders rules, 2000.

2. The amendment hereby made shall come into force on 17th day of October, 2017.

AMENDMENT

In the said rules, after rule 13, the following rule shall be inserted, namely:-

“13-A. General Condition :- The tender document shall include a condition that all the contractors and sub-contractors hired by main contractors shall engage construction workers registered with the Construction Workers Welfare Board as required under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Central Act 27 of 1996)”.

ARULMIGU DHANDAYUTHAPANI SWAMY THIRUKKOIL, PALANI

Price Tender Schedule

Tender Date : 19.04.2022

E.M.D Amount : Rs.33,500/-

Period of contract : 6 Months

**Name of work : Renovation of Wooden Temple Car @ Arulmigu Periyanaayagi Amman Temple
(Thaippusa Thiruthear),Palani**

S. no	Qty.in figures & words	DESCRIPTION	TNBP NO	Unit of calculation	Rate of payment to be entered both in fig & words	Total amount in Rs.
1	18.00 cum (Eighteen cubic metres)	Supply of Country Wood for making the following items using Illuppai Wood.Temple Chariot Beams, Temple Wooden Uttarams with minimum 9" to 18" thick. (Wood should be got approved by the Executive Engineer before use on works.)	Special	1m ³ (one cubic metre)		
2	2.60 cum (Two point Six zero cubic metres)	Supply of Country Wood for making the following items using Atthi Wood. Temple God and Goddess Vahanams of required shape and size with ornamental features. Scantling upto 40cm dia (Wood should be got approved by the Executive Engineer before use on works.)	Special	1m ³ (one cubic metre)		
3	18.00 cum (Eighteen cubic metres)	Labour wrought and put up for wooden frames or ordinary type including cutting sizing for the required. Size and fixing in the car with accessories and all handling and labour for fixing including of all charges etc., complete.	Special	1m ³ (one cubic metre)		
4		Labour wrought and put up for carving of figure in wooden pieces .such as corner vigrahams including all charges and panjavarnam painting etc., complete.	Special			
a)	152 nos. (One hundred and fifty two numbers)	vigraham pothiyai		Each		

b)	156 nos. (One hundred and fifty six numbers)	vigraham 1'0" to 1'9"		Each		
c)	24 nos. (Twenty four numbers)	vigraham 2'0"		Each		
d)	1 no. (One number)	Bramma 2' 6"		Each		
e)	2 nos. (Two numbers)	Horse 6' 0"		Each		
f)	4 nos. (Four numbers)	Thuvarabalagar 6' 3"		Each		
g)	4 nos. (Four numbers)	Yalee 6' 0"		Each		
5	43.00sqm (Fourty three square metres)	Painting wood work for two coats with best quality of varnish including cost and conveyance of all amterials and albour charges etc,complete.	66	1m ² (one square metre)		
6	985.00kg (Nine hundred and eighty five kilo grans)	Supplying fabricating and fixing MS steel channels using ISMC125x 75mm & 40x4mm tk m.s flat, L angle 40x40x4mm tk, L angle 50x50x4mm tk including cutting and welding and coveyance charges, Labour charges, priming coat etc, complete.	86	1.00 Kg (One Kilo Gram)		
7	16.00sqm (Sixteen square metres)	Supplying, fabricating and fixing G.I Sheet 30cm wide and 1.6mm thick including cutting and welding and labour charges, materials, all conveyance etc, complete.	86	1m ² (one square metre)		
8	65.00sqm (Sixty five square metres)	Painting new iron works such as steel doors, windows, ventilators, window bars, balustrades etc., with two coats of best approved first quality and colour of synthetic enamel paint in all floors etc., complete complying with standard specification. (The make, quality and colour of paint should be got approved by the Executive Engineer before use on works.)	66	1m ² (one square metre)		
		C GST 6%				
		S GST 6%				
		Total Amount				