

முக்கிய அறிவிப்பு

முன் வைப்புத் தொகையை தேசீய சேமிப்பு பத்திரங்களாகத் தரும்பட்சத்தில் ஒப்பந்தப்புள்ளி அறிவிப்பில் தெரிவித்தபடி குறிப்பிடப்பட்டுள்ள செயற்பொறியாளர் பெயருக்கு உரிமை மாற்றம் செய்த பின்னரே ஒப்பந்தப்புள்ளியுடன் இணைக்க வேண்டும். உரிமை மாற்றம் செய்வதற்கான விண்ணப்பத்தில் கையொப்பமிட்டால் மட்டும் போதாது. தவறினால் கண்டிப்பாக ஒப்பந்தப்புள்ளி கணக்கில் எடுத்துக் கொள்ளப்படமாட்டாது. உடனடியாக தள்ளுபடி செய்யப்படும்.

Providing for Approach road and rear side storm water Drain arrangements for Construction of Girls hostel building in Thiruvalluvar University campus at Serkadu Village of Katpadi Taluk in Vellore District..

TENDER SCHEDULE

ISSUED TO

M/s .Thiru.

Contractor

Executive Engineer, PWD.,
Technical Education Division,
Vellore-2.

Sd/-
Executive Engineer, PWD,
Technical Education Division, Vellore.

PARTICULARS TO BE FURNISHED BY THE TENDERER

1. Name of the Tenderer and Address :
2. Name of Work : Providing for Approach road and rear side storm water Drain arrangements for Construction of Girls hostel building in Thiruvalluvar University Campus at Serkadu Village of Katpadi taluk in Vellore District.
3. Date of Tender :
4. Details about EMD enclosed for this Tender and its validity :
5. Registered class of the tenderer with monetary limit and department in which registered, Certified copy of the registration should be attached. Registration Live Certificate should be produced for the current year. :
6. Recent works executed (Details about name and place of work value of work etc., should be furnished) :
7. Works under execution (Details about name and place of work value of the work etc., should be furnished) :
8. Command of Labour in brief :
9. Turnover previous years (particulars for a period of three consecutive years to be furnished) :
10. Whether income tax clearance certificate (Saral form) is enclosed, if not when it was produced? (the particulars regarding the previous occasion on which this certificate was produced may be furnished) :
11. i. Sales Tax Registration No :

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ii. Whether Sales Tax clearance :
certificate is enclosed? if no, when it will be
produced?

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

13. Technical Assistants details:-

a: Name

Qualification certificate
Experience certificate.

b. Name

Qualification certificate
Experience certificate

(OR)

c. If registered Civil Engineer :
designation

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

15. Any other details :

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

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APPENDIX - I.
TENDER NOTICE
(FOR LUMP SUM CONTRACT)
(Percentage Tender System / Item rate tender system)
(As amended in GOMS.No.618 PWD, Dated:30.04.1985 and
1660, Dated:12.10.1988)

1 On behalf of the Governor of Tamil Nadu Tenders will be received by the Executive Engineer, PWD., Technical Education Division, Vellore at his office upto 3.00 P.M on 20.01 2021 for the work of **Providing for Approach road and rear side storm water Drain arrangements for Construction of Girls hostel building in Thiruvalluvar University Campus at Serkadu Village of Katpadi taluk in Vellore District.**

The tenders should be in the prescribed form obtainable from Executive Engineer's office.

- 1.1 The tenders will be opened by the Executive Engineer, PWD., Technical Education Division, Vellore at 3.30 P.M. on 19.04.2022.
- 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 and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. If any of the tenderers or their agents finds it inconvenient to be present 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 what so ever.
2. Tenders must be submitted in sealed covers, and should be addressed to the Executive Engineer, PWD., Technical Education Division, Vellore the name of the tenderer and name of the work being noted on the cover.

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- 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 an 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.
3. Each tenderer must also send a certificate of income tax verification from the appropriate income tax authority in the form prescribed there for. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.
 - 3.1 In the case of proprietary or partnership firm it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partner as the case may be.
 - 3.2 If the tenderer is a registered P.W.D contractor and if a certificate for the current year had 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.
 - 3.3 All tenders received without a certificate as aforementioned will be summarily rejected.
4. Each tenderer must pay, an earnest money, a sum of **Rs.31,000/- (Rupees Thirty one thousand only)** into the branch of State Bank of India or into the Government Treasury or Sub Treasury within the jurisdiction of the Executive Engineer, Technical Education Division, Vellore to the credit of Revenue deposits on behalf of the **Executive Engineer, PWD., Technical Education Division, Vellore – 632 002** and enclose with his tender the Chelan endorsed accordingly. The contractor are also permitted to remit E.M.D in the shape of Demand Draft or Bankers cheque obtained from Nationalised Banks/Schedule Banks duly endorsed in favour of the Executive Engineer, Technical Education Division, Vellore-2 subject to the condition that the successful tenderer will have to convert the same in the form of small savings scripts such as NSC/KVP/Deposit accounts at the time of concluding the agreement. The E.M.D can also be paid in the form of Indra Vikas Patras. The E.M.D if produced in the shape of NSC or KVP (or) Deposit Account the same should be pledged in favour of the Executive Engineer, Technical Education Division, Vellore-2 at the time of tendering the work.
 - 4.1 The Earnest Money Deposit can also be paid in other form as may be approved by the State Government from time to time as per para 155 of T.N. P.W.D. code. This earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of the 90 days from the date of tender, whichever is earlier. The refund will be authorised by the Executive Engineer by suitable endorsement on the Chelan.
 - 4.2 The Earnest Money will not be received in cash or currency notes by the Public Works Department Officers, save 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 in the back of all currency notes given by him, whatever their denominations may be.

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- 4.3 The earnest money will be retained in the case of 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 90 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 tenderer whose tender is under consideration shall attend the Executive Engineers 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 and intimation being given to him of acceptance of his tender, by the officer duly authorised in this behalf under article 299(1) of the constitution, hereinafter called the accepting authority "make security" deposit of 2% of the value of contract in one of the forms prescribed in Tamil Nadu 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 percent of the value of contract for the purpose of security deposit.
- 5.2 The security deposit together with EMD and the amount withheld according to clause 64(1) of general conditions to the contract, shall be retained as security for due fulfilment of contract. If a cash security deposit is made by the contractor, he shall follow the procedure laid down in the preceding 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 requisite security deposit within the period specified in the written communication or backs out from the tender or withdraw his tender the EMD shall be forfeited to the Government.

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- 5.4 If the contractor fails to carryout the contract after paying the requisite deposits, then the contractor will be liable for the excess expenditure if any incurred to complete the work as contemplated in the General Conditions to the Contract.

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- 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 Government of Tamil Nadu and the tenderer, for execution of the work without any separate written agreement. Hence for this purpose the tender documents (i.e.) tender notice, tender offered by the contractor, General Conditions to the Contract, special conditions of the contract, negotiation correspondences, written communication of acceptance of tender etc., shall constitute a valid contract and that will be the foundation of the rights of both the parties to the contract.
6. The tenderer shall examine clearly the Tamilnadu Building Practice and also the General Conditions to the Contract contained therein, and sign the Divisional office copy of the Tamil Nadu Buildings Practice and its addenda volume in token of such study before submitting his tender unit rate, which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents connected with the contract. The Tamil Nadu Building Practice and other connected documents with the contract such as specifications plans, descriptive specifications sheet regarding materials, etc., can be seen at any time 10.00 a.m and 5.45 p.m on office days in the office of the Executive Engineer, PWD., Technical Education Division, Vellore -2.
7. The tenderer attention is directed to the requirements for Materials under the clause "Materials and workmanship" in the General conditions of the contract. Materials conforming to the I.S.I standards shall be used on the work, and the tenderer shall quote his rates accordingly.

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8. Every tenderer is expected, before quoting his rates, to inspect the site of the proposed work. He should also to inspect the quarries and 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 samples of materials as called for in the standard specifications, or in this 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. If the contractor after examination of the source of materials defined in the Descriptive specification sheet, is of the opinion that material complying with standard or other specifications of the contract cannot be obtained in quality or sufficient quantity, from the source defined in the Descriptive Specification sheet, he shall so state in his tender and state where from he intends, to obtain materials, subject to the approval of the Executive Engineer.

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- 8.1 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 mis-judged the materials available. Attention of the contractor is directed to the "General condition to the contract regarding payment of seigniorage, tools etc.,
9. The tenderer's particular attention is drawn to the sections and clauses in the General conditions to the Contract dealing with :
1. Test, Inspection and rejection of defective materials and work.
 2. Carriage
 3. Construction plant
 4. Water and lighting
 5. Cleaning up during progress and for delivery
 6. Accidents
 7. Delays
 8. Particulars of payment
- The contractor should closely pursue all the specifications clauses, which govern the rates, which he is tendering.
10. A schedule of quantities 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 omissions, deductions, or additions at the discretion of the Executive Engineer, Technical Education Division, Vellore as to set-forth in the conditions of contract. The tenderer will, however, base his lump sum tender on this schedule of quantities. He should quote specific rates for each item in the schedule, and the rates should be in Rupees and in sums of five paise. The rates should be written both in words and figures and the unit in words. The tenderer should also show the totals of each item and the grand total of the whole contract, and quote in the tender a lump sum for which he will undertake to do the whole work, subject to the conditions of contract. Such lump sum agreeing with the total amount of schedule-

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A. This schedule accompanying the lump sum tender shall be written legibly and free from erasures, overwriting or conversion of figures. Corrections where unavoidable should be made by crossing out, initialling, dating and rewriting.

11. Tenderers offering a percentage deductions from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected. Rates or lump sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer, in the contract form, the conditions of contract, the drawings, specifications or quantities accompanying same will be recognized and if any such alterations are made, the tender will be void.
12. The tenderer should work out his own rates, without reference being made to the Public Works Department current schedule of rates or the Public Works Department estimate. However incase tender called for in percentage tender system the tenderer should work out his own rate, but quote his percentage above (or) below the total estimated cost of work of the department indicated in the tender schedule.

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- 13 Tenderers shall quote their price for finished work accordingly. Not with standing any subsequent change in the market value for these materials, the charge to the contractor will remain as originally entered in the written contract. No centage or incidental charges will be borne by Government in connection with the supply.
- 14 The attention of the tenderers is directed to the contract requirements as to the time of beginning works, the rates of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from the time to time as will be indicated by the Executive Engineer's certificate of the value of work done will be required. Date of commencement of this programme will be 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 contract lump sum amount)
1 st month	30%
2 nd month	70%
3 rd month	100%

15. No part of the contract shall be sublet without written permission of the Executive Engineer, nor shall transfer be made by power of attorney, authorising others to receive payment on the contractors behalf.
16. If further necessary information is required, the Executive Engineer of the Division will furnish such, but it must be clearly understood that the tenders must be received in order and according to instructions.

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17. The Executive Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.
18. The tenders who are themselves 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 hours personally checking all items of works and paying extra attention to such works as may demand special attention (e.g) reinforced concrete work etc.,

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19. The latest norms fixed by Government for the employment of Technical Assistant from time to time and penalty for non employment of such technical assistant etc.,
20. Tenderer who have not already registered themselves as P.W.D Contractors shall furnish evidence of good record and capacity to do work.
21. 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 to profiteering will render himself liable to be debarred permanent 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 charge a private purchaser under the provision of clause 8 of Hoarding and Profiteering Prevention Ordinance 1943 as amended from time to time and so similar principles in regard to labour and supervision in the construction.
22. The contractor should offer employment to ex-today tappers as far as possible. The number of ex-today tappers to whom he can and he should undertake in the agreement 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.10,000/-

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23. The contractor shall comply 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, his failure will be a breach of the contract and the complete authority, may at his discretion, cancel the contract or invoke any of the penalties for the breach of contract provided in the agreement. The contractor shall also be liable to any pecuniary liability arising on account of any violation by him of the provisions of the Act.
24. "contractor shall, during the currency of the contract, ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and training/State Apprenticeship Adviser, Tamilnadu. The contractor shall train them as required under the Apprenticeship Act, 1961 and 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.

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Value of contract.	Category	No. to be Appointed.
Rs.1.00 Lakh and upto Rs.3.00 Lakhs	1. Building constructor 2. Brick layer	1 1
Above Rs.3.00 Lakhs And upto Rs.10.00 Lakhs	1. Building constructor 2. Brick layer 3. diploma holder in Civil Engg.	1 1 1
Above Rs.10.00 Lakhs Upto Rs.50.00 Lakhs	1. Building constructor 2. Brick layer 3. B.E., (Civil) or equivalent Degree holder.	1 1 1

Unless the contractor has been exempted from engagement of apprentices by the Director of Employment and training state Apprenticeship advisor a certificate to the effect that the contractor had discharged his obligation under the said Act, "Satisfactorily" should be obtained from the Director of Employment and training/State Apprenticeship Advisor and the same should be produced by the

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contractor for final payment in the settlement of the contract”.

25. The contractor should employ one I.T.I., trained mason for every ten masons or parts there of. In case of non-availability of I.T.I., trained mason the contractor should obtain the prior approval of the Executive Engineer concerned before proceeding with the contract with the other kinds of masons.

And where as the contractor who is not professionally qualified has agreed to employ technical man as indicated below to the satisfaction of the Executive Engineer for the work.

And where as the contractor who is professionally qualified or who has under taken to employ technical man under him as agreed that one of the technical qualified man will always remain 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 work etc.,

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SPEICAL INSTRUCTIONS TO THE TENDERERS:-

1. The tenderer should carefully go through the tender schedule and quote their rates for all alternative items also.
 2. If rate for any item is omitted to be quoted, the tender will be rejected.
 3. The rates should be filled in neatly in figures and in words and taking into account the metric units specified in the tender, scribbling, overwriting and erasing should be avoided as far as possible.
 4. The amount of each items 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 is quoted and the quantity of work to be done under the item.
 5. The total from each page should be arrived at end carried over to every page and the grant total value of work should be worked out and shown at the end.
 6. The tender should be submitted along with the covering letter giving full details as called for in the tender notice with particular to the following items whether they are registered contractor if registered together with the copy of letter registering them in the appropriate class (classes)
1. Details of Earnest Money Deposit remitted in the form of Demand Draft in favour of Executive Engineer concerned and N.S.S., N.S.C., K.V.P., and Post Office Savings pass book duly pledged in name of Executive Engineer concerned in which the Earnest Money Deposit was paid.

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- (ii) In case of tenderers are eligible for concessional earnest money deposit and accordingly they have remitted, the reference number and date in which the concession was granted to them is to be specified and if possible a copy of this aforesaid reference may be enclosed along with the tender for ready reference.
- (iii) Income Tax clearance certificate should be submitted along with tender or the details of previous occasion under which the Income Tax Certificate was submitted to this office should be specified.
- (iv) Details of previous work done by the tenderers covering the cost of work, the agreement No. & Date, the Department in which the work was carried out etc., so to assess the previous experience of the tenders at once as also make an easy reference have their record of work. Year wise details should be furnished as to see that these tenderers have minimum experience of major buildings.
- (v) list of various machinery and other equipments at the tenderer disposal for use in the execution of the work.
- (vi) The tender form should be filled in while submitting the tender. The tenders submitted without filling up the tender form are liable to be rejected.
- (vii) The certificates showing the annual turn over of the contractor for the last one year issued by the respective Bank shall be attached.

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6. The tenders must be submitted in fool foolscap cover thereby duly signing all the conditions plans and schedule issued as tender documents.
7. Only the rates for alternative items should be quoted and the amounts of these should not be included while arriving a totally value tendered.
8. If at any time the Executive Engineer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the progress of work as defined by the Tabular statement "Rate of Progress" in the Articles of Agreement" the Executive Engineer, shall advice the contractor in writing and the same time demand compliance. If the contractor neglects to comply with such demand with 7 days after the receipt of such notice it shall that or at any time thereafter, be lawful for the Executive Engineer to determine the contract, which determination shall carry with the for future of the security deposit and total of the amount with held from the final bill together with the 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 Executive Engineer.
9. The contractor shall be solely responsible for the agreement of Sales Tax under the provision of the Madras General Sales Tax Act 1939 (Madras AC IX of 1939) as in

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force for the time being and the rates for the various items of the work shall remain unaffected by any charge that may be made from time to time in the rate of which Sales Tax is payable.

10. All rates quoted in the tender, shall be inclusive of Sales Tax payable under the General Sales Tax, payable under the General Sales Tax Act as amended from time to time (including amendment Act 28/84) and that the contractor is responsible to file the Sales Tax return and pay the amount of tax as demanded by the commercial Department. No request for payment of Sales Tax separately in addition to tendered rates due to any plea of subsequent levy (or) increase in tax, will be entertained vide also clause 38 (2) of General conditions to contract.
11. The contractors may have the option to present the tender directly or to send it by registered post acknowledgement due on or before last date for receipt of tenders. In case of sending tenders by registered post acknowledgement due it is the responsibility of the tenderer himself to despatch the tender sufficient early so as to reach the tender opening authority before the date and time notified in the tender notice for opening of tenders.

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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 liable 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

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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 (2019-20), dated 17.06.2019, 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

1. 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)”

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THE SPECIAL CONDITIONS OF THE CONTRACT

According to the provisions contained under Rule 14(1) of the Tamil Nadu Transparency in Tenders Rules, 2000, the following variations in the commercial terms prescribed should be strictly followed by the tenderer while submission of Tender under 'Percentage Tender System' Towards maintenance and repair works itself.

1) (i) In the case if the tender premium is between Minus (-) 5% and below (-) 15.00% than the department value, the tenderer should enclose Earnest Money Deposit, Security Deposit and the additional security deposit at 2% extra on the department value in the manner specified under Rule 14(1) of the Tamil Nadu Transparency in Tender Rules, 2000 at the time of tender.

(ii) Similarly in the case if the tender premium is Minus (-) 15.00% and above than the department value, the tenderer should enclose Earnest Money Deposit, Security Deposit the additional security deposit at 50% of the difference in value on the department value and the quoted value, in the manner as specified under Rule 14(1) of The Tamil Nadu Transparency in Tender Rules, 2000 at the time of tender.

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

2) If the tender premium quoted by the tenderer is upto Minus (-) 5% or Excess (+) percentage the existing condition shall apply.

3) The tender premium quoted by the tenderer shall be two decimal places only. If tender premium quoted more than two decimal places that the first two decimal places should alone be taken for tender.

4) In the case, if the tenderer quotes abnormal minus premium, if the Executive Engineer feels it is unworkable rate, the Executive Engineer reserves to himself the right to reject, such a tender.

5) Other details can be obtained from the Technical Education Division Office, Vellore – 2 during office hours.

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**APPENDIX - II (a)TENDER
(FOR L. S. CONTRACT)**

To
His Excellency the Governor of Tamil Nadu
represented by the Executive Engineer, PWD.,
Technical Education Division, Vellore – 632 002.

Sir,

- (1) I/We do hereby tender and if this tender be accepted undertake to execute the following works, viz., as shown in drawings and describing in the specification deposited in the office of the Executive Engineer, Technical Education Division, Vellore with such variations by way of alterations or additions to and omission from the said works and method of payment as are provided for in the "conditions of contract" for the sum of Rupees. or such other sums as may be arrived at under the clause of "General Conditions to the Contract relating to payment on lump sum basis or by final measurement 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 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

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Technical Education Division, Vellore.

submission of my/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 Buildings practice addenda volume and that I/We have made such examination of the contract documents and of the plans, specifications and 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/ usto thoroughly understand the intention of same as to and the requirements, convenient, stipulations and restrictions, contained in the contract and in the said plans and specifications, and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on part of the said requirements, 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 made any claim or demand upon the Government, based upon or arising out of any alleged misunderstanding or misconception or mistake onpart the said requirement, convenient, stipulations, restrictions and conditions.

..17..

4. enclose an Income tax verification certificate. I/We being a registered Public Works Department Contractor.

 I/We have already produced an Income tax verification certificates 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 :

Sd/-
 Executive Engineer, PWD,
 Technical Education Division, Vellore.

5. i) a. I/We enclose herewith a Chelan for the payment of the sum of Rupees.....as earnest money not to bear interest.
- b. I/We have paid Rs..... (Rupees.....only) against the EMD of Rs.(Rupeesand eligible to pay the EMD at confessional rates.
- c. In lieu cash Deposits, I/We.....have enclosebearing No.....Date..... Issued byfor a value of Rs..... (Rupees.....only) drawn/endorsed in favour of the Executive Engineer, Technical Education Division, Vellore.
- d. I am/We..... and hence exempted from panchayat of EMD.
6. If my/our tender is not accepted this sum shall be returned to me/ us on my/our application. When intimation is sent to me/us of rejection on or at the expiration of 90 days from the date opening of this tender, whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the Government as security for the due fulfilment of the contract. If upon written intimation to me / us by the authority authorised by the Governor under article 299(1) of the constitution.(here in after called "the accepting authority ") I/We fail to attend the said office before the end of the period specified on such intimation, the tender will not be considered and if upon intimation being given to me / Us by the accepting authority of acceptance of my / our tender I / We fail to make the additional security deposit then, I/We agree to the forfeiture of EMD. 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 me / us (Registered or ordinary) or left at my/our address given herein. Such notices shall, if sent by post be deemed to have been served on me/us at the time when in due courses of post it would be delivered at the address to which it is sent.

...18...

- (7) I/We fully understand that on receipt of communication of acceptance of tender from the accepting authority, there emerges a valid contract between me/us and the Governor of Tamil Nadu and the tender documents that is tender notice, tender with schedule, general conditions to the contract and special conditions of the tender, negotiation letters, communication of acceptance of tenders shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clause 5.5 of tender notice, provided that, it shall; be open to the acceptance 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 TNBP and National Building Code and addenda volume thereto maintained in the Division office, in acknowledgment of being bound by all conditions of the clauses of the General conditions to the contract

Sd/-

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and all specifications for items of work described by a specification number in schedule .A.

- (9) In consideration of the payment of Rs. or such other sum as may be arrived at under the clause of the General conditions to the contract relating to payment on lump sum 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 drawings serially numbered from Number 1 to.....inclusive (schedule ' B ') and described in the specifications (schedule ' C ') and to the extent of the probable quantities shown in (schedule ' A ') with such variation byway of, addition to or alterations, deductions from, the said work and method of payment therefore as are provided for in the said conditions.
10. The term "Executive Engineer" in the said conditions shall mean the P.W. officer in charge of the divisions having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved, herein favour of the Government with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly 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 competent authority as defined by TNPWD code and the site (or premise) is handed over to me/us as provided for in the said conditions and agree to complete the work within (months) months from the date of such handing over of site (or premises) and to show progress" as defined in schedule, subject nevertheless to the provisions for extension of time contained in clause 56 of the General conditions to the contract appended to the Tamil Nadu Building Practice.
12. I/We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of the Executive Engineer, the security deposited by me/us as herein before recited or such portion thereof as I/We may be entitled to, under the said conditions, be paid back me/us as provided in clause 64 of the general conditions of the contract.

..19..

- (13-i) 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 paying extra attention to such works as may requires special attention (e.g) reinforced cement concrete.

Name of Technical Staff Proposed to be employed	Qualification and Experience
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Sd/-
Executive Engineer, PWD,
Technical Education Division, Vellore.

1.	
2.	
3.	

(14) I/We agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General conditions to the contract shall be:

- i. The Superintending Engineer of the PWD., Territorial Circle in case the value of claim upto Rs.50,000 and
- ii. I / We agree that in case, the value of claim is Rs.50,001 and above, the remedy will be through the competent civil court only.

Signature of the Contractor
With Date

15. In pursuance of negotiation with the Executive Engineer of Technical Education Division on.....

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

Serial Number	Item Number	Schedule	Reduction rate per unit
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Date:

Signature of Contractor.

16. On behalf of the Governor of Tamil Nadu and as duly authorized by the Governor under article 299(1) of the constitution, the above tender for a value of Rs.
. (Rupees.)
.)
is accepted on this dayof20 .

Signature of the witness in full and address with name in block letters.

Signature and Designation

Sd/-
Executive Engineer, PWD,
Technical Education Division, Vellore.