

GOVERNMENT OF TAMIL NADU
PUBLIC WORKS DEPARTMENT

OFFICE OF THE EXECUTIVE ENGINEER, PWD.,
Buildings (Constn. & Mtce.) Division,
Ramanathapuram- 623503.

TENDER DOCUMENT

Name of Work : Construction of Veterinary Dispensary Building at
Soorankottai in Ramanathapuram District.

Total Number of Pages in :
this Tender Document

Number of Items including :
Sub Items in Schedule 'A'

Tender Shall be submitted : 27.05.2022.
on or before 15.00 Hrs. on

Tender Documents sold to :

Senior Draughting Officer, P.W.D.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram – 623503.

TENDER SCHEDULE FOR L.S. CONTRACT
GOVERNMENT OF TAMILNADU, P.W.D.,

OFFICE OF THE EXECUTIVE ENGINEER, PWD.,
Buildings (Construction & Maintenance) Division, Ramanathapuram – 623503

- Name of Work : Construction of Veterinary Dispensary Building at Soorankottai in Ramanathapuram District..
- Last date for receipt for tender : **27.05.2022 upto 3.00 PM**
- Date and Time of Opening : **27.05.2022 at 3.30 PM**
- E.M.D. to be remitted : **Rs.32,195/- (Rupees Thirty Two Thousand One Hundred and Ninety Five only)**
- Mode of E.M.D. to remitted : Deposit at call receipt, Demand Draft of Nationalised or Scheduled Bank drawn in the name of the Executive Engineer, Building (C&M) Division, **Ramanathapuram** and NATIONAL SAVINGS SCRIPTS AND DEPOSITS ACCOUNTS OF POSTAL DEPARTMENT pledged in the name of the Executive Engineer , Building (C&M) Division, **Ramanathapuram**. No other mode of payment will be accepted.

NOTE :

- 1) The tender and the EMD should be enclosed in two separate covers initially and both the covers should then be submitted in a common sealed cover. All the three covers should be sealed. Tenders not submitted in sealed covers will be summarily rejected.
- 2) The rate in words and figures for each item of schedule should invariably be furnished by the tenders without fail in appropriate columns. Corrections, over writings and erasing (should be avoided as far possible) should be attested by the tenderer.

The total value of each item of work should be worked out & entered in the amount column. Proper care must be taken in working out the value of each item of work taking into account the unit for which the rate is quoted and the quantity of work to be done under the item.

The total of each page should be noted at the end of each page and carried over to next page. The grand total value of the tender should be worked out and furnished at the end, both in words and figure.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram

PARTICULARS TO BE FURNISHED BY THE TENDERER

1. Name of the tenderer and address :
2. Name of Work :
3. Date of Tender :
4. Details about EMD enclosed for this tender and its validity :
5. Registered class of tender with monetary limit and department in which registered, certified copy of the registration should be attached :
6. Recent works executed (Details about name and place of work, value of the 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. Turn over of previous years (Particulars for a period of three consecutive years to be furnished) :
10. Whether income tax clearance certificates is enclosed? If not when when it was produced? :
11. (i) Sales Tax registration Number :
(ii) Whether sales tax clearance certificate is enclosed? If not when it will be produced :

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram

PARTICULARS TO BE FURNISHED BY THE TENDERER

12. In case of registered co-operative societies
they should furnish names 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 a registered
contractor in the department

13. Technical Assistants Details

- a) Name :
Qualification Certificate :
Experience Certificate :

- b) Name :
Qualification Certificate :
Experience Certificate :

(OR)

- a) Name :
If retired Civil Engineer :
Retirement (Copy enclosed) :

14. List of various machinery and other
equipments at the tender's disposal :
for use in the execution of work

15. Any other details :

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

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram

DECLARATION TO BE FURNISHED BY UNEMPLOYED ENGINEER

1. Name :
2. Address :
3. Age :
4. Native Place :
5. District :
6. Qualification :
7. Year of Passing :
8. No. of years unemployed :
9. Name of the Division in which
registered as an unemployed Engineer :
10. Date of Registration :
11. Class of Contract :
 - (a) Money Limit :
12. Previous experience in years :
 - (a) Irrigation b) Head Work c) Buildings
 - (d) Bridges e) Others

(Details with regard to name of work, nature of work, etc., may be furnished in separate sheet.)

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

Contracts	Name of Work	Value of Work	Period of Contract	Nomination or Tender
-----------	--------------	---------------	--------------------	----------------------

13. Annual turnover for the 1st three years :

14. Solvency / Immovable / Cash :

15. Tools and plant owned :

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

17. Special remarks if any :

Station :

Date :

**Signature and name of the
Unemployed Engineer**

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

**ADDITIONAL GENERAL CONDITIONS (i.e.) IN ADDITION TO GENERAL
CONDITIONS TO CONTRACT APPENDED WITH T.N.B.P.**

1. Postal Tenders :

- 1.1) The contractor may have the option to present the tender directly or to send 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 tender himself to despatch the tender sufficiently early so as to reach the tender opening authority before the date and time notified in the tender notice for opening of tenders.
- 1.3) No representation appeal of any kind will be allowed against belated receipt of tenders by post beyond the notified date and time or loss in transit etc.

2. E.M.D

The acceptance of EMD in various approved forms duly pledge in favour of the Executive Engineer concerned is subject to the specific condition that the successful tenderer should pay the Security Deposit (including E.M.D) in the form of small savings scripts\ deposits\Accounts in lieu of other mode of payment for E.M.D. If offering Indravikas patras, the Contractor should note his name in the back side of the said patras and to furnish a letter stating that he is submitting the Indravikas patras of such Indira Vikas Patras will only be taken for calculation.

3. Security Deposit :

In case of contracts for Buildings works the Security Deposit (i.e., 2% of the value of contract minus the E.M.D. already remitted) will be collected at one time only.

The Security Deposit can be paid to the contractor asking them to invest the amount so paid in small savings scripts and to hand over to the Executive Engineer concerned by pledging them in his favour, subject to the condition that unless the contractor remit the security deposit in small savings scripts (which will be returned after observing the rules in force), their further bill to the work carried out by them will not be paid.

Additional security deposit will have to paid by successful tenderer if called for,

Irrevocable bank guaranty in the prescribed form shall be accepted towards security deposit retention money also (G.O.Ms.No.283/PW(G2)Dept./Dt.21.05.99).

4. Sales Tax :

All rates quoted in the tender shall be inclusive of sales tax payable under General Sales Tax Act as amended from time to time (including amended Act of 28/84) and the contractor is responsible to file the Sales Tax return and pay the amount of tax as demanded by the Commercial Tax Department No request for payment of sales tax separately in addition to tendered rates due to any plea of subsequent or increase in tax will be entertained.

5. Withheld Amount :

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

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

6. Claims of Contractors on account of losses due to unprecedented floods and other Acts of God :

The work executed by the contractor under this contract shall be maintained at the contractor's risk until the work is taken over by the Executive Engineer. The Government shall not be liable to pay for, any loss of damages occasioned by or arising out of fire, flood, volcanic eruption, earth quakes, other convulsions of nature and all other natural 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.

7. Standard Specifications :

For detailed description of various items of work to be executed in addition to the brief description given in the schedule and for the rights and obligations of the Contractors etc, the attention of the contractors is invited to Tamil Nadu Building practice which should be followed in all respects both in letter and spirit. The materials used, the workmanship, the mode of execution of the work etc., should conform to relevant specification of TNBP or Indian Standard Specifications as may be specified.

8. 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 42.6 of General Conditions to Contract.

9. Retention of 2½% for one year :

In case of contract for construction of building either permanent or semi Permanent buildings, a sum equivalent to 2½ % of the value of work done will retained with the Government for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so retained with the Government will be refunded, only on expiry of one-year period referred to above and on execution of indemnity bond by the contractor for further period of four years.

The contractor shall be liable to set right all defect arising out his faulty Execution of sub standard work notice during the above five years period at his cost (G.O.Ms.No.283/PW(G2) Dept. / Dt.21.05.99).

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

FOR SPECIAL ATTENTION OF THE TENDERER

1. Proof of registration in P.W.D. as a contractor shall be attached with the tender.
2. Current Income Tax clearance certificate shall be enclosed with the tender,
3. The tenderer should furnished the copy of Goods and service Tax Registration No.(GST) along with and Sales Tax clearance certificate. for the previous assessment year.
4. E.M.D. will be accepted in the shape of chalan, Deposit at call receipt, Demand Draft of the Nationalized and Scheduled banks drawn in the name of Executive Engineers concerned and National Saving Scrip/Deposit/Accounts of Postal Department pledged in favor of the Executive Engineer concerned. He should also give an undertaking to the Executive Engineer in writing that the Kissan patras bearing relevant register number are submitted as E.M.D. No other mode of payment will be accepted.
5. The following particulars shall also be furnished by the contractor along with the tender.
 - a) List of details of works executed by the contractor with their value.
 - b) A list of details of work under execution by the contractor with their values.
 - c) Annual turnover of the last one year (necessary certificate to the effect issued by the respective bank shall be attached)
6. The lowest tenderer when informed that his tender is under consideration shall have to furnish PERT CHART in the proper form with in a week from the date of receipt of letter calling for PERT CHART. The PERT CHART should confirm to the department time schedule for the completion of the work furnished in the tender notice. If the PERT CHART is not received within a week from the date of communication, his tender will not be considered.
7. The tender documents will be issued to the contractors registered in Public Works Department in the appropriate class.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

APPENDIX I
TENDER NOTICE

On behalf the Governor of Tamil Nadu, Tenders will be received by Executive Engineer, PWD., Buildings Construction & Maintenance Division, at his office at Ramanathapuram upto 3.00P.M. on 27.05.2022 for the Construction of Veterinary Dispensary Building at Soorankottai in Ramanathapuram District.

- 1.1 The tenders should be in the prescribed form obtainable from the Executive Engineer's office. The tenders will be opened by the Executive Engineer, PWD., Buildings Construction & Maintenance Division at his office at Ramanathapuram at the place and on the date afore mentioned.
- 1.2 The tenders or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening each 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 whatsoever.
2. Tenders must be submitted in sealed covers, and should be addressed to the Executive Engineer, PWD., Buildings Construction & Maintenance Division, Ramanathapuram. The name and address of the tenderer and the name of work to be noted on the cover.
 - 2.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his own name, and the name and address of each member of the firm shall be given. If the tender is made by a Corporation, it shall be signed by a duly authorized officer who shall produce with 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 therefore. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.
 - 3.1 In case of proprietary or partnership firm, it will be necessary to produce the certificate for aforementioned for the proprietors and for each of the partners as the case may be.
 - 3.2 If the tenderer is a registered Public Works Department 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, as earnest money, a sum of **Rs.32,195/- (Rupees Thirty Two Thousand One Hundred and Ninety Five only)** into the Branch of State Bank of India or into the Government Treasury within the jurisdiction of the **Executive Engineer, Buildings (C&M) Division, Ramanathapuram** to the credit of Revenue Deposits on behalf of the Executive Engineer of Division and enclose with his tender the chalan endorsed accordingly. The earnest money deposit can also be paid in any other forms 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 90 days from the date of tender, whichever is earlier. This refund will be authorised by the Executive Engineer by suitable endorsement. The earnest money will not be received in cash or currency notes.
 - 4.1 The earnest money will be retained in the case of the successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
5. The tender will remain valid for a period of 3 calendar months i.e.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.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram--.

5.1 The tender whose tender is under consideration shall attend the Executive Engineer's 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 his behalf under article 299(1) of the constitution, hereinafter called "the accepting authority" make security deposit 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 2% of the value of contract for the purpose of security deposit).

5.2 The Security Deposit together with earnest money deposit and the amount with had according to clause 64-1 of General conditions to the contract, shall be retained as security for due fulfillment of contract.

5.3 On receipt of written communication of acceptance of tender if the tender fails to pay requisite security deposit within the period specified in the written communication or backs out from the tender or withdraws his tender, the earnest money deposit shall be foreited to the Government.

5.4 If the contractor fails to carry out 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.

5.5 It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender by the tenderer, there emerges a valid contract between the Governor 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. the tender notice, tender offered by the contractor, General conditions to the contract, special conditions to 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 provided that it shall be open to the accepting authority to insist on execution of any written agreement by the tenderer, it administratively considered necessary or expedient.

6 The tenderer shall examine clearly the Tamil Nadu Building Practice and also the General conditions to contract contained therein, and sign the divisional office copy of the Tamil Nadu Building 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 between 11.A.M. and 5 P.M. on all office days in the office of the Executive Engineer, Buildings (C&M) Division, Ramanathapuram

6. The tenderers attention is directed to the requirements for materials under the clause "Materials and Workmanship" in the General Conditions to contract materials conforming to the I.S.I. Standards shall be used on the work, and tenderer shall quote his rates accordingly.

8. Every tenderer is expected before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries and kitns etc. where from certain; material are to be obtained will be given in the descriptive specifications sheet. 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 materials complying with the standard or other specifications of the contract cannot be obtained in quality or sufficient quantity, from the source defined in the descriptive specifications 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.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

8. The Government will not, however after acceptance of contract rate, pay any extra charges for lead or for any other reason incase the contractor is found later on to have misjudged the materials available. Attention of contractor is directed to the "General Condition to the contract" regarding payment of seignior age, tolls etc.

9. The tender's particular attention is drawn to the sections and clause 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. Clearing up during progress and for delivery
6. Accidents
7. Delays
8. Particulars of Payment

9. The contractor should closely peruse all the specification clauses, which govern the rates for 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 omission, deductions or additions at the discretion of the Executive Engineer of Division or the Superintending Engineer, PWD., Buildings Construction & Maintenance Circle, as 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 Rupees and in sums of five paise. The rates should be written both in words and figures and the units in words.

10.1 The tenderer should also show the totals of each item and the grant total of the whole contract and quote in the tender a 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 A. This schedule accompanying the lump sum tender shall be written legibly and free from erasures, over writing or conversion of figures, corrections where unavoidable should be made by crossing out, initialing, dating and rewriting.

10.2 In the event of the work being transferred to any other-Circle\Division\Sub Division, the Superintending Engineer\Executive Engineer\Assistant Executive Engineer who is in charge of Circle\Division\Sub Division having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of Government.

11. Tenderers offering a percentage deduction from or increase on the estimate amount (except in the case of tender for maintenance and repair work, called for specially under percentage rate tender system) and those not submitted in proper form or due time will be rejected.

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 in case of tender called for in percentage rate tender system, the tenderer should work out his own rate, but quote his percentage rate above or below the total estimated cost of work of the department indicated in the tender schedule.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

13. The price at which and the source from which the contractor shall obtain certain particular materials are given at the end of the schedule accompanying the tender from. 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 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 this supply.

14. The attention of the tenders is directed to the contract requirements as to the time of beginning work, the rates of progress and the dates for the completion of the whole and its several parts. The following rate of Progress and proportionate value of work done from time to time as will be indicated by the Executive Engineer's certificate of the value of work done will be required. The 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 complete (Based on contract lump sum amount)
1	2
First One Month	35%
Second Two Month	35%
Last One Month	30%
Total	100%

NOTE : The periods to be entered in column 1 for the purpose of defining the rates of progress may be fixed by the Superintending Engineer or Executive Engineer to suit each case.

15. No part of the contract shall be sub-let without written permission of the Executive Engineer, nor shall transfer be made by power of attorney, authorizing others to receive payment on the contractor's behalf.

16. If further necessary information is required the Executive Engineer of the Division will furnish such but it must be clearly understood that tenders must be received in order and according to instruction.

17. The Superintending Engineer \ Executive Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.

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

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

Value of Contract	Qualification and No. of Technical Assistant to be Employed.

NOTE 1 : A penalty of Rs. 2,000/- per month, for diploma holder and Rs. 5000/- per month for degree holder, be levied in case of default on the part of contractor in following the norms laid down above.

NOTE 2 : The employment of Technical Assistants could be based only on the value of contract.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

NOTE 3 : Engineers with Mechanical Engineering qualifications and retired from Civil Engineering Department 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 is not in a position to remain always at the site of work and to pay extra attention to such work as may demand special attention (e.g. RCC work etc.) he should employ technically qualified man as prescribed above.

NOTE 5 : It will not be incumbent on the part of the contractor to employ Technical Assistant / Assistant 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.

19. A Tenderer submitting a quotation which the tender accepting authority considers excessive and / or indicative of the insufficient knowledge of current prices or definite attempt to profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price for materials price permissible for the tenderer to charge private purchaser, under the provision of clause 8 of boarding and profiteering prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

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

21. 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 breach of the contract and the competent authority, may at his discretion, cancel the contract or invoke any of the penalties for the breach of control provided in the conditions of agreement. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act, contractor shall, during the currency of the contract, ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training/State Apprenticeship Adviser Tamil Nadu. The contractor shall train them as required under the Apprentices Act 1961, and the rules made there under and shall be responsible for all obligations of the employment under the said Act including the liability to make payment to the apprentices as required, under the said Act.

Value of contract	Category	No. to be appointed
Rs. 1.00 lakh and upto Rs. 3.00 lakhs	1. Building Constructor 2. Brick layer	1
Above Rs. 3.00 lakhs and upto 10.00 lakhs	1. Building Constructor 2. Brick layer Diploma 3. holder in Civil Engineering	1 1 1
Above Rs. 10 lakhs and upto 50.00 lakhs	1. Building Constructor Brick layer B.E., (Civil) or equivalent degree holder 3.	1 1

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

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

22. In the case of contracts for construction of buildings either permanent or semi permanent buildings, a sum equivalent to 2 1/2% of the value of work done will be retained with the Govt. for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so retained with the Govt. will be refunded only on the 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 the defects arising out of his faulty execution or sub standard work noticed during the above five years period at his cost.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

APPENDIX – II(a)**TENDER**

To

His Excellency the Governor of Tamilnadu,
 Represented by the Executive Engineer, Buildings (C&M) Division,
 Ramanathapuram
 Sir,

I/We do hereby tender and if this tender be accepted undertake to execute the following work viz, as shown in the drawings and described in the specification deposited in the office of the Executive Engineer, Buildings (C&M) Division, Ramanathapuram 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 . (Rupees only) or such other sum as may be arrived at under the clause of the General Conditions of Contract relating to "Payment on lumpsum basis or by final measurements at unit prices"

2. I/We have also completed the priced list or 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 of Contract.

3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my or our tender, I/We have carefully followed the instruction in the tender notice and have read the Tamilnadu Building Practice and the General Conditions of Contract there-in and the Tamilnadu Building Practice addenda volume, and that I/We have made such examination of the contract documents and of the plans, specifications, quantities and of the location, where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable to thoroughly understand the intention of the same and requirement, covenants, stipulations and restrictions contained in the contract and in the said plans and specification, and distinctly agree that I/We will not hereafter make any claim or demand upon the Govt. based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements covenants stipulations restrictions and conditions.

4. I/We enclose an income tax verification

Certificate

I/We being a registered Public Works Department contractor

I/We have already produced an Income Tax verification certificate during the current calendar year in respect of(Here particulars of the previous occasions in which the certificate was produced should be given) The legal address of the contractors for service of all letters and notices will be as follows:

5 (i) I/We enclose herewith a chalan for the payment of the sum of Rs as Earnest Money not to bear interest.

5. (ii) I/ We have paid Rs

(Rupees ,.....only as
 against

the E.M.D. of Rs. (Rupees.....)only.
 And eligible to pay the EMD, at concession rates.

5.(iii) In lieu of each deposits, I/We have enclosed a
 bearing No..... Date issued by.....
for a value of Rs/- (Rupees
 only) drawn/enclosed /pledged in favour of the Executive Engineer
 Division.

CONTRACTOR

Executive Engineer, PWD.,
 Buildings (Cons. & Mtce.) Division,
 Ramanathapuram–.

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

6. If my/our tender is not accepted this sum shall be returned to me/us on my/our applications when intimation is sent to me/us of rejection or at the expiration of three months from the date of this tender whichever is earlier. If tender is accepted, the Earnest Money shall be retained by the Govt. as security for the due fulfilment of contract. If upon intimations being given to me/us by the authority authorised by the Governor under article 299 (1) of the constitution (hereinafter called the accepting authority) of acceptance of tender (I/We) fail to make the additional security Deposit, then I/We agree to the forfeiture of Earnest Money Deposit. Any notice required to be served on me or us hereunder shall be sufficiently served on me or us if delivered to me or us personally or forwarded to me or us by post (Registered or ordinary) or left at my or our address given herein. Such notice shall, if sent by post be deemed to have been served on me or us at the time when in due course of post it would be delivered at the address to which it is sent.

7. I/We fully understand that on receipt of communication of acceptance of tender from the accepting authority, there emerges a valid contract between me/us and the Governor of Tamilnadu and the tender documents ie. Tender notice tender with schedules General Conditions of Contract and special conditions of the tender negotiation letters, communications of acceptance of tenders, shall constitute a contract for this purpose and be the foundation of rights of both the parties provided that it shall be open to accepting authority to insist on execution of any written Agreement by the tenderer, if administratively considered necessary or expedient.

8. I/We have also signed the copy of Tamilnadu Building practice and addenda volume, thereto maintained in the Division office in acknowledgement of being bound by all conditions of the clauses of the General Conditions of Contract and all specifications for item of works described by a specification number in Schedule A.

9. In consideration of the payment of Rupees or such of the sum as may be arrived at under the clause of the General conditions of 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 I to inclusive (Schedule - B) and described in the specifications (Schedule - C) and to the extent of probable quantities shown in (Schedule - A) with such variations by way of alterations additions to or deductions from the said work and method of payment therefor as are provided for in the said conditions.

10.1 The term "Executive Engineer" in the said condition shall mean the Public Works Department officer in charge of the Division 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 Govt. 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 articles 299 (1) of the constitution.

10.2 In the event of the work being transferred to any other circle/division/sub division, the Superintending Engineer / Executive Engineer / Assistant Executive Engineer who is incharge of the work will exercise the powers and privileges reserved in favour of Government.

11. I/We agree that the time shall be considered as the essence of the contract and I/We hereby agree to commence the work as soon as this contract is accepted by the competent authority as defined by the Tamilnadu Public Works 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 5 months** (Three Months) from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement "rate of progress" subject nevertheless to the provisions for extension of time contained in clause 56 of the General Conditions of Contract appended to the Tamilnadu Building Practice

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 recited or such portions 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 of Contract.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

13. I am/We are professionally qualified and my/our qualification are as follows.
I/We in pursuance of clause 18 of tender notice, undertake to employ the following technical staff for supervising the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works ,, as may require special attention (eg) reinforced cement concrete.

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

14. I/we agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General Conditions of Contract shall be :

The Executive Engineer, Buildings (C&M) Division, Ramanathapuram In case, the value of claim does not exceed Rs. 50,000/-

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

ANNEXURE TO TENDER NOTICE
SCHEDULE - A
(Schedule of Rates and Approximate Quantities)

- a. The quantities here given are those upon which the lump sum 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 those governing payment of extras or deductions for omissions according to the conditions of the contract as set forth in the General Conditions of Contract in Tamilnadu Building Practice and other conditions specifications of this contract.
- B. It is to be expressly understood that the measured work is to be taken nett (Not with standing 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 the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary and contingent works connected therewith. The rates quoted are for works in situ complete in every respect.

Item No	Probable Quantity		Description of Work	TNBP No.	Rate		UNIT Words and Figures	Amount Figures Rs. P.
	Figures	Words			Figures	Words		
1	2	3*	4	5	6	7	8	9
VIDE SEPARATE SHEET ATTACHED								

* The Second Sub Division of this (i.e.) column 3 is for entering description of words such as numbers, cubic meter, Kg., etc.,

SCHEDULE –B						
<u>LIST OF DRAWINGS</u> Note: All drawings to be signed by the contractors as well as the officer entering into the contract.			<u>SUPPLEMENTAL LIST</u> As referred to in the specification including the General Conditions of contract in Tamilnadu Building practice			
Sl. No	Drawing No	Description	Sl. No	Drawing No	Description	Date on which the drawing was supplied

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

SCHEDULE -C

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

1. The contractor shall employ the following technical staff for supervising the work and shall see that one of them always at site during working hours personally checking all items of work and paying extra attention to such works as may demand special attentions eg. reinforced cement concrete works etc.

Name of the members of the technical staff to be employed	Qualification
1	2

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

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

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

ADDITIONAL CONDITIONS**EMPLOYMENT OF TECHNICAL ASSISTANTS**

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

Employment of Technical Personnel

Sl. No.	Value of Contract	Qualification and No. of Technical Assistant To be employed
1.	From Rs. 1.00 Lakh to Rs. 5.00 Lakhs	One Diploma Holder in Civil Engineering (or) Not less than one retired Junior Engineer
2.	From Rs. 5.00 Lakhs to 10.00 lakhs	One B.E., (Civil) (or) Equivalent Degree holder (or) Not less than one retired Sub Divisional Officer AEE / ADE (or) One Diploma Holder with three years experience.
3.	From Rs. 10.00 Lakhs to 25.00 Lakhs	One B.E., (Civil) with 3 years experience plus One Diploma Holder in Civil Engg. (or) Equivalent Degree holder with 3 years experience plus one Diploma holder in Civil Engg. (or) Not less than one retired Sub-Divisional Officer plus one Diploma holder in Civil Engg. (or) Two diploma holder in Civil Engg. with 3 years experience respectively.
4.	From Rs. 25 to 50 lakhs	One B.E., Civil with 3 years experience plus two diploma holders in Civil Engg. (or) One B.E., (Civil) with 3 years experience plus two retired Junior Engineers. (or) Equivalent degree holder with 3 years experience plus two Diploma holders in Civil Engg. or Two retired Junior Engineers One retired Sub Divisional Officer (AEE or ADE) Plus two diploma holders in Civil Engg. or one retired SDO (AEE or ADE) Plus two retired Junior Engineers
5.	From Rs. 50 to 1 Crore	Two B.E., Civil with 3 years experience plus two diploma holders in Civil Engg. with 3 years experience respectively
6.	Above Rs.1 Crore	Three B.E., Civil with 3 years experience plus three diploma holders in Civil Engg. with 3 years experience respectively.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

7. A penalty of Rs. 2,000/- PM for diploma holder and Rs. 5,000/- PM for Degree Holder be levied in case of default on the part of contractors in the norms mentioned above.
8. The employment of Technical Assistant should 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.
9. It will not be incumbent on the part of the Contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and during such period in the opinion of the Executive Engineer, the employment of Technical Assistant is not required for the due fulfillment of the Contract.
10. A movement register should be opened and maintained for Technical Assistants employed by the Contractor or for the Technically qualified contractor. The Technical Assistant or Technically qualified Contractor should note the arrival and the departure timings every day along with their initials. Such Register should be produced during inspection of the Inspecting Officers.
11. Without prejudice to the generality of the above clause the contractor shall during the currency of the contract, when called upon by the Engineer-in-charge engage and also ensure engagement by the Sub Contractors and others employed by the contractor in connection with the work such number of apprentices in the category mentioned, below and for such period, as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act 1961 and the rules made thereunder and shall be responsible for all obligations of the employer under the said act including the liability to make payments to apprentice as required under that said act.

Details of Technical personnel under regular employment of the tenderer who can be made available for the work of Construction of :

Sl. No.	Designation	Name	Educational Qualification	Under regular employment with tenderer since	Total Span of experience	Salary being paid	Remarks
1.	Project Manager 1 No. (B.E./M.E Degree holder with atleast ten years.						
2.	Site Engineers						
a)	(With degree qualification Nos. with atleast 3 years experience)						
b)	(With Diploma qualification Nos. with atleast 3 years experience)						

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

- 1) 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 15 days from the date of receipt of Acceptance order and execute the Agreement shall entail cancellation of award of contract and forfeiture of E.M.D. furnished.
- 2) The successful tenderer should convert the E.M.D. already deposited and additional security deposit if any required for the fulfillment of contract into National Savings Certificates / Accounts pledged in favour of the Executive Engineer concerned Bank Guarantee for the Security deposit may be furnished vide G.O.No.283/PW(G2)Dept./dated 21.05.1999.
- 3) Irrecoverable Bank Guarantee shall be accepted towards security deposit Retention money only G.O.Ms.No.283/PW(G2)Dept./Dated 21.05.1999.
- 4) Under Section 7F of T.N.G.S.T. Act 1999 and Notification dated 31.5.99 2% of deduction will be made for Civil work and 4% will deducted in respect of all other works.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

**CONDITION AN ITEM NO.23 OF TENDER NOTICE ACCOMPANING THE
TENDER**

Sl.No.3:-

An irrevocable Bank Guarantee will be accepted towards Security Deposit in the prescribed form. An affidavit in prescribed form is to be taken up the contractor on a non-judicial stamp paper before a Judicial Magistrate.

Sl.No.4:-

As per Section 7F of Tamil Nadu General Sales Tax Act 1959. The following condition is included.

Sales Tax will be deducted at source at the time of payment for the works contract as the following rates :

- i) The works contract : Two percent of the total amount payable
- ii) All other works contract : Four percent of the total amount

Sl.No.5:-

In the case of contracts for the Construction of buildings either permanent or semi permanent buildings, a sum equivalent to 2 1/2% (Two and half percent) of the value of work done will be retained with the Government for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers the watch the effect of all seasons on the work done by the contractor. The amount so retained with the Government 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.

Otherwise on irrevocable Bank Guarantee and affidavit in the prescribed form will be accepted in lieu of retention money.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

SPECIAL CONDITION

If the Tender of the successful tenderer is seriously unbalance in relation to the Engineers estimate of the real cost of work to be performed under the contract, the Government may require that the amount of performance security be increased at the expense of the successful tenderer to a level sufficient to protect the Government of Tamilnadu against financial loss in the event of subsequent default tenderer under the contract.

CEMENT :

MATERIALS

1. The contractor shall procure cement required for the works only from reputed cement factories (main producer of their authorized agents, manufacturing cement to ISI standard) acceptable to the Engineer-in-charge. The contractor shall be required to furnish to the Engineer-in-charge bills of payment and cost certificates issued by the manufactures or their authorized agents to authenticate procurement of quality cement from the approved cement factory. The contractor shall make his own arrangements for safe haulage and adequate storage of cement.
2. The contractor shall procure cement is standard packing of 50Kg. Per bag from the authorised manufacturers. The contractor shall make necessary arrangements at his own cost to the satisfaction of Engineer for actual weightment of random sample from the available stock and shall conform with the specification laid down by the Indian Standard Institution or other standard foreign institutions as the case may be cement shall be got tested for all the tests as directed by the Engineer atleast one month in advance before the use of cement bags brought and kept on site Godown.
3. The contractor should store the cement of 80 days requirement atleast one month in advance to ensure the quality of cement so brought to site and shall not remove the same without the written permission of the Engineer.
4. The cement shall forthwith remove from the works area any cement that the Engineer may disallow for use on account of failure to meet with required quality standard.
5. The contractor will have to construct sheds for storing cement having capacity not less than cement required for 90 days use at approved locations. The Engineer or the representative shall have free excess to such stores at all times.
6. The contractor shall further at all times satisfy the Engineer on demand by production of records and books or by submission of returns and other proofs as directed the cement is being used an tested and approved by Engineer for the purpose and the contractor shall at all times, keep his records upto date to enable the Engineer, to apply such checks as be may desire.
7. Cement which has been unduly long is storage with the contractor and has deteriorated due to inadequate storage and thus become unfit for use on the works will be rejected by the Engineer and no claim will be entertained. The Contractor shall forthwith remove from the work area any cement the Engineer may disallow for use on work and replace by cement complying with the relevant Indian Standards.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

STEEL :

The contractor shall provide mild steel Ribbed Tor Steel Rods and Structural Steel etc., required for the works only from the main and secondary producers manufacturing steel or their authorized agents to the prescribed specifications Bureau or Indian Standards requirements and licensed to affix ISI or other equivalent certificates are to be produced to the Engineer before use of works.

The diameter and weight of steel should be as follows :-

Sl.No.	Diametre of Rod	Sectional weight in kilogram per running meter both for plain and HYSD STEEL
1)	6 Milli metres	0.222
2)	8 Milli metres	0.395
3)	10 Milli metres	0.617
4)	12 Milli metres	0.888
5)	14 Milli metres	1.208
6)	16 Milli metres	1.578
7)	20 Milli metres	2.466
8)	25 Milli metres	3.853

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

Test inspection and rejection of defective materials and works

- 1) The contractor shall provide proper facilities at all for the testing of materials and inspection of the work by the Executive Engineer, and the Executive Engineer shall accordingly also have access at all times to the places of storage of manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.
- 2) The contractor shall, upon demand, also forward for the Executive Engineer's inspection test certificate supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which certificates are usually available.
- 3) The Executive Engineer shall have power to reject at any stage, any work which be considered to be defective in quality of material or workmanship and be shall not be debarred from rejecting wrought materials by reasons of his having previously passed them in an unworked conditions. Any portion of the work or materials rejected or pronounced to be inferior to or not in accordance with the drawings and specifications, shall be taken down and removed from the work site at the contractor's expense, within 24 hours after written instruction to that effect have been given by the Executive Engineer. Replacement shall at once be made in accordance with the specifications and drawings at the contractors expense.
- 4) In case of default on the part of the contractor to carry out such orders the Executive Engineer shall have power to employ and pay other reasons to carry out the orders at the contractor's risk and all expenses consequent thereon and incidental there to shall be borne by the contractor.
- 5) In lieu of rejecting work **not** done in accordance with the contractor, the Executive Engineer may allow such work to remain and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable.
- 6) Works opened for inspection. The contractor shall, at the request of the Executive Engineer, within such time as the Executive Engineer shall **name**, open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request the Executive Engineer may employ other workmen to open up the same. If the said work has been covered up in contravention of the Executive Engineer's instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of the Executive Engineer the expenses of opening it and covering it up again whether done by or recovered from the contractor. If the work has not been covered up in contravention of such instructions or if on being opened up it be found to be in accordance with the drawings and specifications or the written instructions of the Executive Engineer, the expenses aforesaid shall be borne by Government and shall be added to the contract sum, provided always that in the case of foundations, or any other urgent works so opened up and requiring immediate attention the Executive Engineer shall, within reasonable time after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection there of to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of Government.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram--.

II) Defects, shrinkages, etc, after completion

1) Any defects, shrinkage or other faults which may appear within six months from the completion of the works arising, in the opinion of the Executive Engineer from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Executive Engineer shall, upon the directions in writing of the Executive Engineer and within such reasonable time as shall be specified thereon, be amended and made good by the contractor at his own cost, unless the Executive Engineer shall decide that the contractor ought to be paid for the same at the rates agreed on such reduced or other rates, as the Executive Engineer may fix and in case of default, the Executive Engineer may employ and pay other persons to amend and make good such defects, shrinkage or other faults or damage, and all expenses consequent thereon and incidental thereto shall be borne by the contractor.

2) The shrinkage period of six months referred to in main clause 26.1 above, will be five years in respect of all contracts for construction of original buildings either semipermanent or permanent to ensure structural stability of the building. (G.O.Ms. No. 181 PWD 28.1.86)

3) Provided that in the event of Government taking over portions of the works as and when they are completed the liability of the contractor under this clause shall extend to a period of six months (or five years as the case may be) from the date of final taking over of the work irrespective of the actual dates on which portion of the works were over.

3. Executive Engineer's Decision

1) To prevent disputes and litigation, it shall be accepted as an inseparable part of the contract that in matters regarding materials workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carrying out of the work, the decision of the Executive Engineer shall be final and binding on the contractor and in any technical question which may arise touching the contract, the Executive Engineer's decision shall be final and conclusive.

4. Dismissal of workmen

1) The contractor shall employ in and about the execution of the works only such persons as are careful, skilled and experienced in their several trades and callings and the Executive Engineer shall be at liberty to object to and request the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Executive Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Executive Engineer.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

**குழந்தை தொழிலாளர் முறையினை அகற்றுவதற்கான
உறுதிமொழி**

இந்திய அரசியலமைப்பு விதிகளின்படி கல்வி பெறுவது குழந்தைகளின் அடிப்படை உரிமை என்பதால் 14 வயதுக்குட்பட்ட குழந்தைகளை ஒருபோதும் எந்தவித பணிகளிலும் ஈடுபடுத்த மாட்டேன் எனவும் அவர்கள் பள்ளிக்கு செல்வதை ஊக்குவிப்பேன் எனவும் குழந்தை தொழிலாளர் முற்றிலுமாக அகற்றிட சமுதாயத்தில் விழிப்புணர்வு ஏற்படுத்துவேன் என்றும் தமிழகத்தை குழந்தைத் தொழிலாளர் அற்ற மாநிலமாக மாற்றுவதற்கு என்னால் இயன்றவரை பாடுபடுவேன் எனவும் உளமாற உறுதி கூறுகிறேன்.

ADDITIONAL SPECIAL CONDITION

If the bid of the successful bidder is seriously unbalanced in relation to the departmental value put to tender of the cost of work to be performed under the contract the Executive Engineer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities to demonstrate the internal consistence of these prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Executive Engineer, may require that any amount of the performance of additional security be increased of the expense of the successful bidder to a level sufficient to protect the Government against financial loss in the event of default of the successful bidder under the contract.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

BORE WELL CONDITIONS

1. The Contractor should make his own arrangements for Powers etc., required for the work.
2. The bore holes should be vertical and if there is any variation, the contractor should rectify the same as directed by the Departmental Officers.
3. The Contractor should make his own arrangements for brining the equipment for the working and taking them back.
4. The bore holes should be taken to such depth as directed by the Departmental Officers. The boring should be executed without damage.
5. The bore hole should be cleared to the full depth board.
6. The Contractor should make his own arrangement for conducting Yield test and the yield particulars should also be handed over to the concerned Sub-Divisional Officers. Otherwise final bill will not be paid to him as the work is not deemed to have been completed. Otherwise and amount of Rs.1000/- (Rupees One thousand only) will be recovered from the contractor's bill if the yield test is not conducted by the contractor.
7. The depth of bore specified is only approximate. If it is necessary, the contractor should under take being operator for all depth as directed by the Departmental Officers.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram-.

Annexure

Department Penalty clause as per G.O.Ms.No.2559, Public works Department dated. 25.12.1970.

Extract from the Tamil Nadu Buildings practice Volume II.

56. Delays in commencement of progress or neglect of work or suspension of work by the Contractor and forfeiture of Earnest Money, Security Deposit and withheld amounts.

57.1. Time shall be considered as the essence of the contract. If at any time, the Executive Engineer shall be of the opinion that the Contractor is delaying commencement of the work, neglecting or delaying the progress of work as defined in the tabular statement "Rate of progress: in the Article of Agreement or the contractor fails to maintain the rate of progress in the Article of Agreement plus any extension of time or the contractor shall suspend the works or sublet the work or a portion thereof without the sanction of the Executive Engineer or violates any of the provisions of the contract, the Executive Engineer shall so advise the contractor and at the same time demand compliance. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time be lawful for the Executive Engineer to impose a penalty or forfeiture on the contractor from the deposit or to determine the contract.

57.2. The Penalty or forfeiture referred to in Clause 57-1 shall not exceed 5% of the value of the work executed and is imposed in cases where the contractor is allowed to proceed with the whole or part and complete the whole or such part of works. The penalty or forfeiture imposed by the Executive Engineer under this Clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Executive Engineer.

57.3. It shall be further right of the Executive Engineer to give any part of the work to any other contractor at his discretion or have it done departmentally in order to maintain the rate of progress and the contract shall then be determined for only that portion of the work given to other contractor or done departmentally. The forfeiture under Clause 57.2 will in these circumstances be applied and any expenditure incurred on this account shall be recovered from the original Contractor.

57.4. Determination of the contractor referred to in Clause 57.1 shall carry with it the forfeiture of the Security Deposit. After determining the contract, the Executive Engineer shall have the right to give any part of work to any other contractor in the unexecuted portion of the contract in which case any expenses which may be incurred in excess of such amount which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor, and may be deducted from any money due to him by the Government under this contract or any other account whatsoever. Provided, also that if the expenses incurred by the Government are less than the amount payable to the contractor at his agreement rates, the difference will not be paid to the contractor.

57.5. In the event of any one of the above Clauses being adopted by the Executive Engineer, the contractor shall have no compensation for any loss sustained by him by reason of his having purchased or processed any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any of the provisions aforesaid and the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until the Executive Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

57.6. In the event of the Executive Engineer putting in force all or any of the powers vested in him under the Clause 57.4, he may, if he so desires, after giving a notice in writing to the contractor, take possession of the works and site and all such plant and materials thereon (or any ground contingencies thereof) and all such plant and materials as above mentioned shall thereupon be at the disposal of Government absolutely for the purpose of completing the work after such notices shall have been given, the contractor shall not be at liberty to remove from the site of work or from the ground contiguous there to any plant or materials belonging to him which shall have been placed thereon for the purpose of the above work. Government shall not be able to make any payment to the contractor or account of use of such plant for the completion of the works, under the provision herein before contained. On taking possession of the materials and stores belonging to the contractor or procured by the contractor and intended to be used for the execution of the work or any part thereof, the contractor shall be paid for the same in account, at the contract rates to be certified thereof shall be final, otherwise the Government may give notice in writing to the contractor to remove any of his plant or materials from the site and not required for the completion of the works. If such plants or materials are not removed within 14 days after notice shall have been so given, the Government may remove and sell the same, holding the proceeds less the cost of removal and sale, to the credit of the contractor. The certificate of the Executive Engineer as the expense of any such removal and sale shall be final and binding on the contractor.

CONTRACTOR

Executive Engineer, PWD.,
Buildings (Cons. & Mtce.) Division,
Ramanathapuram—.

Special Conditions

III) NEW TENDER CONDITIONS UNDER IMPLEMENTATION OF GST

GST RATES AT 12% FOR WORKS CONTRACT

1. a) 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.
- b) 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

2. 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.
- 3) The Tenderer should furnish the Copy of Goods and Services Tax (GST) Registration No. while submitting tender schedule.

4) QUOTING RATES BY TENDERER EXCLUDING GST

- i) The Tenderer shall quote the rates and prices (both in figures 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 figures and words)**.
- ii) 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”.

5) TOTAL TENDER PRICE

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

6) EARNEST MONEY DEPOSIT

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

7) SECURITY DEPOSIT

The successful Bidder shall furnish a Security Deposit in one of the forms prescribed in Tamilnadu Account code in favour of for an amount equivalent to 2% of the contract value including the GST Amount.

8) RETENTION AMOUNT

a) 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 Services Tax (GST) Amount for all the running account bill) of each bill as retention money.

b) Out of the 5% retention amount, 2½ % (Two and half Percent) of the total value of the work so far executed will be released to the contractor on payment of final bill, and in the final bill, the Goods and Services Tax (GST) amount retained in previous payment has to be released to the contractor without interest and the balance 2½% 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.

c) The retention money of 2½% including GST (Two and a Half Percent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the Bidder without interest after the defects liabilities attached to the contract is over and on execution of Indemnity bond by the contractor for the further period of four years.

9) 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.

10) SCHEDULE OF RATES AND APPROXIMATE QUANTITIES:

The quantities given here are those upon which the lump sum tender cost of the work is based, but they are subject to alternations, omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates excluding GST Amount, quoted below are those governing payment for extras or deductions or omissions according to the condition of the contract, as set forth in the Preliminary specification of the standard specifications for roads and bridges with the MORTH specifications and other condition of specifications of the contract. It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. 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.

The Tenderers should quote their rates excluding GST for the quantity and units specified under metric units under Schedule shall be substituted.

11) BILL OF QUANTITIES, PREAMBLE,

The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties (except GST), together with all general risks, liabilities and obligations set out in the Contract. The GST amount will be calculated at 12% of sum of the Bid value **(excluding GST) quoted by the bidder for construction Cost specified in the BoQ. The BoQ should include GST (Goods and Services Tax) Amount”.**

12) GOODS AND SERVICES TAX (GST) REGISTRATION AND ADDITION OF GST IN BILLS:

The Contractor should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The Central Goods and Services (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) on works contracts for Government work was finally notified at 12 percent. As per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.

13) NEGOTIATIONS

a) 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.

b) 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.

13) AWARD OF CONTRACT

“The tender 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)

14) PAYMENT

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

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

b) 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.

c) 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 with Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer.

d) 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 (i.e. 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.

e) 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.