

Ramanathapuram samasthanam Devasthanam

,Ramanathapuram DISTRICT.

PHONE NUMBER 04575 221213, PINCODE - 623501

TENDER DOCUMENT

Name of Work:	Providing strong room Arrangement for Safety of idol in Arulmigu Kailasanathaswamy Temple at Sooranur Village, Kariyapatti Taluk, Virudhunagar Village.
Estimate amount:	Rs.10,75,000/-
Amount put to Tender:	Rs:7,24,091/-
Total Number of Pages in this Tender Document:	32 Pages + 6 Pages for Schedule
Number of Items including Sub Items in Schedule :	21 Item
Tender Shall be submitted on or before 3.00 P.M.	24.06.2022
Date and Time of Tender opening:	4.00 P.M on 24.06.2022
Tender Documents sold to :	

Contractor

The Diwan and Administrative Secretary
Ramanathapuram Samasthanam Devasthanam
Ramanathapuram

TENDER SCHEDULE

Name of Work	:	Providing strong room Arrangement for Safety of idol in Arulmigu Kailasanathaswamy Temple at Sooranur Village, Kariyapatti Taluk, Virudhunagar Village.
Last date for receipt for tender	:	24.06.2022 up to 3.00 P.M
Date and Time of Opening	:	24.06.2022 at 4.00 P.M
Availability of Tender Schedule	:	From 09.06.2022 to 23.06.2022 during office hours.
Period of completion	:	Three Calendar months
Eligibility of Contractors	:	Contractors who are registered with PWD and Highways Department of Tamil Nadu, under Class IV and above.
E.M.D.is to be remitted	:	Rs.7500/- (Rupees Sevan Thousand Five Hundred only)
Mode of E.M.D. is to be remitted	:	Deposit at call receipt, Demand Draft of any Nationalized or cash 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 and 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.

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**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 tenderer himself to despatch the tender sufficiently early so as to reach the tender opening authority before the date and time notified in the tender notice for opening of tenders.
- 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 Manager 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 Manager 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.

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4. Sales Tax :

All rates quoted in the tender shall be **exclusive** 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% be recovered from each bill based on the value of work done.

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 diwan. 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

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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).

TENDER NOTICE

1. Tenders will be received by **The Diwan and Administrative Secretary, Ramanathapuram Samasthanam Devasthanam, Ramanathapuram District**, in the prescribed form obtainable from the office of The Estimate for **Providing strong room arrangement for safety of idol in Arulmigu Kailasanathaswamy Temple at Sooranur Village, Kariyapatti Taluk, Virudhunagar District**. The tenders will be opened by, **The Diwan and Administrative Secretary, Ramanathapuram Samasthanam Devasthanam, Ramanathapuram District** at the place and on the date afore mentioned.
 - 1.1. 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.
 - 1.2. The contractor's rate shall be inclusive of all taxes if any, has to pay to the government.
 - 1.3. The contractor should make own arrangements for all material for all tools and plants etc., required for the works.
 - 1.4. As soon as the contract is accepted the contractor should give a programme of works which he proposes to adopt for execution. The programme of works should be in conformity with the rate of progress specified.
2. Tenders must be submitted in sealed covers, and should be addressed to. **The Diwan and Administrative Secretary, Ramanathapuram Samasthanam Devasthanam, Ramanathapuram District** The name and address of the tenderer and the name of 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 a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.
3. Each tenderer must also send a certificate of Income Tax verification from the appropriate income tax authority in the form prescribed. 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.7,500/-** (Rupees Seven thousand Five hundred only) 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.
- 5 This refund will be authorized by the Manager by suitable endorsement. The Earnest money will not be received in cash or currency notes.
- 6 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.
4. 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.
5. The tenderer whose tender is under consideration shall attend the **Ramanathapuram Samasthanam Devasthanam 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 authorized 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 held 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 tenderer 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 forfeited 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 Manager of the aforesaid temple 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 10 A.M. and 5 P.M. on all office days

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7. 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 kilns 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 Manager in any case shall be submitted for the 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.

9. The Manager 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.

10. The tenderers 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

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9. The contractor should closely peruse all the specification clauses, which govern the rates for which he is tendering.

10. Schedule of quantities accompanies this tender notice. It shall be definitely understood that the temple 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 Diwan, above mentioned Temple.

10.1 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 paisa. The rates should be written both in words and figures and the units in words.

10.2 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.

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 worked 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 worked 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.

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.

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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 Assistant 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 to be completed (Based on contract lump sum amount)
First Month	30%
Second Month	60%
Third Month	100%

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

15. No part of the contract shall be sub-let without written permission of the Assistant 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 Assistant 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 Executive Engineer \ Assistant 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

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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.

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.

20. 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.

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21. 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.

22. 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
Above Rs. 10 lakhs and upto 50.00 lakhs	1. Building Constructor Brick 2. layer B.E., (Civil) or 3. equivalent degree holder	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.

23. 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

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with the temple. 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 temple. 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

TENDER

To

The Diwan and Administrative Secretary,
Ramanathapuram Samasthanam Devasthanam,
Ramanathapuram,
Ramanathapuram District

Sir,

I/We do hereby tender and if this tender be accepted undertake to execute the following work via, as shown in the drawings and described in the specification deposited in the office, . The Diwan and Administrative Secretary, Ramanathapuram Samasthanam Devasthanam, Ramanathapuram District, 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 lump sum 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

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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 Challan for the payment of the sum of Rs..... as Earnest Money not to bear interest.

5. (ii) I/ We have paid Rs. **7,500** (Rupees Seven Thousand Five Hundred only) as against the E.M.D. of (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 Arulmigu Kailasanathaswamy Temple at Sooranur Village

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 Temple. as security for the due fulfillment of contract. If upon intimations being given to me/us by the authority authorized 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

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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 Temple 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 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 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 there for as are provided for in the said conditions.

10.1 The term "**The Diwan and Administrative Secretary**" in the said condition shall mean the H.R & C.E officer in charge of the aforesaid Temple having jurisdiction for the time being over the work who shall be competent to exercise all the powers and privileges reserved herein in favour of the department / Temple with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under articles 299 (1) of the constitution.

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10.2 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 Diwan and Administrative secretary Ramanathapuram Samasthanam Devasthanam Ramanathapuram ,Ramanathapuram District . 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 **3 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.

11. I/We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of **The Diwan and Administrative Secretary**. 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.

12. 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.			

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

During the progress of work necessary instructions will be given by Assistant Divisional Engineer belongs to Hindu Religious Charitable Endowment Department and junior Engineer of Overseer of Ramanathapuram Samasthanam Devasthanam or any other Engineer in charge as authorized by the Devasthanam then and there and the contractor should follow that instructions

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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 net (Not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Assistant 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>			<u>SUPPLEMENTAL LIST</u>			
Note: All drawings to be signed by the contractors as well as the officer entering into the contract.			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

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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.

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.

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Employment of Technical Personnel

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 or experience plus one Diploma holder in Civil Engg or Not less than one retired Sub-Divisional or Officer plus one Diploma holder in Civil Engg or Two diploma holder in Civil Engg. With 3 and 5 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 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

6. 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.
7. 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.

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8. It will not be incumbent on the part of the Contractor to employ Technical Assistants when the work is kept in abeyance due to valid reasons and during such period in the opinion of the Assistant Executive Engineer, the employment of Technical Assistant is not required for the due fulfillment of the Contract.
9. A movement register should be opened and maintained for Technical Assistants employed by the Contractor or for the 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.
10. 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 there under and shall be responsible for all obligations of the employer under the said act including the liability to make payments to apprentice as required under that said act.

Special Condition of Contract

1. Safety measures to be observed for the prevention of Children being trapped and falling in to
Bore well / tube wells or abandoned well.

General Guidelines issued by Supreme Court of India

- (i) The owner of the land/premises, before taking any steps for constructing bore well/tube well must inform in writing at least 15 days in advance to the concerned authorities in the area, i.e., District Collector/ District Magistrate/ Sarpanch of the Gram Panchayat/concerned officers of the Department of Ground Water/Public Health/ Municipal Corporation, as the case may be, about the construction of bore well/ tube well.
- (ii) Registration of all the drilling agencies, viz., Government / Semi Government / Private etc., should be mandatory with the district administration.
- (iii) Erection of signboard at the time of construction near the well with the following details:-
 - (a) Complete address of the drilling agency at the time of construction/rehabilitation of well.
 - (b) Complete address of the user agency/ owner of the well.
- (iv) Erection of barbed wire fencing or any other suitable barrier around the well during construction.
- (v) Construction of cement/ concrete platform measuring 0.50 x 0.50 x 0.60 meter (0.30 meter above ground level and 0.30 meter below ground level) around the well casing.

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(vi) Capping of well assembly by welding steel plate or by providing a strong cap to be fixed to the casing pipe with bolts & nuts.

(vii) In case of pump repair, the tube well should not be left uncovered.

(viii) Filling of mud pits and channels after completion of works.

(ix) Filling up abandoned bore wells by clay/sand/ boulders / pebbles /drill cuttings etc., from bottom to ground level.

(x) On completion of the drilling operations at a particular location, the ground conditions are to be restored as before the start of drilling.

(xi) District Collector should be empowered to verify that the above guidelines are being followed and proper monitoring check about the status of boreholes / tube wells are being taken care through the concerned state / Central Government agencies.

(xii) District / Block / Village wise status of bore wells/ tube wells drilled viz. No. of wells in use, No. of abandoned bore wells/ tube wells found open, No. of abandoned bore wells / tube wells properly filled up to ground level and balance number of abandoned bore wells/ tube wells to be filled up to ground level is to be maintained at District Level. In rural areas, the monitoring of the above is to be done through Village Sarpanch and the Executive from the Agriculture Department. In case of urban areas, the monitoring of the above is to be done through Junior Engineer and the Executive from the concerned Department of Ground Water / Public Health/ Municipal Corporation etc.,

(xiii) If a bore well / tube well is 'Abandoned' at any stage, a certificate from the concerned department of Ground Water/ Public health / Municipal Corporation / Private contractor etc., must be obtained by the foresaid agencies that the 'Abandoned' bore wells/ tube well is properly filled upto the ground level. Random inspection of the abandoned wells is also to be done by the Executive of the concerned agency/ department. Information on all such data on the above is to be maintained in the District Collector/ Block Development Office of the State.

A statement giving particulars of equipment resources that will be put at the disposal of the work under the following classification should accompany the tender.

a) Equipment (Transport of materials viz. Lorries and carts, concrete mixers)

b) Organization

(i) Technical & (ii) Unskilled

11. The tender of the contractor who agrees to employ the maximum No. of Ex. service Men (No. to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on their covering letter.

12. The Superintending Engineer reserves to himself the right of allotting the different sub works to the different contractors or to one and the same contractor as he may decide after the receipt of tenders.

13. All rates quoted in the tender shall be inclusive of Sales Tax, payable under the sales tax act as amended from time to time (including amendment Act 38/34) and that the contractor is

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responsible to file the Sales Tax return and pay the amount of tax as amended by the Commercial Tax

Department. No request for payment of Sales Tax separately in addition to the tendered rates due to any plea of subsequent levy or increase in tax will be entertained vide clause 38(2) of General conditions of contract.

14. No Seigniorage shall be charged where due for materials quarried from the PWD or other Govt. Quarries. Assistants as necessary shall be given to the contractor by the Department to obtain access to quarries approved by the Executive Engineer. No plot rent will be charged for materials stocked on Govt. land during the course of construction provided all such materials are removed within one month after the work is completed.

15. Seigniorage or charges due for the use of private quarries and private land shall be paid by the contractor.

SPECIAL CONDITION

- 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 Manager concerned Bank Guarantee for the Security deposit may be furnished vide G.O.No.283/PW(G2)Dept./dated 21.05.1999.
- 3) Irrevocable Bank Guarantee shall be accepted towards security deposit Retention money only G.O.Ms.No.283/PW(G2)Dept./Dated 21.05.1999.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.

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.

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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 temple 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 temple will be refunded only on expiry of one year period referred to above and on execution of Indemnity bond by the contractor for a further period of four years. Otherwise on irrevocable Bank Guarantee and affidavit in the prescribed form will be accepted in lieu of retention money.

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 Temple may require that the amount of performance security be increased at the expense of the successful tenderer to a level sufficient to protect the Temple against financial loss in the event of subsequent default tenderer under the contract.

III. Execution of Work

1. The entire work should be carried out as per specifications in the National Buildings code and Tamilnadu Building Practice.
2. The contractor shall make his own arrangements for clean and fresh water and shall meet all charges therefore. The special attention of the contractor is drawn to clause 36 of General Conditions of Contract regarding water and lighting.
3. The rates specified in schedule for the different items of works are for the finished work.
4. The contractor's rates are inclusive of Sales Tax payable by the contractor to Govt. as per the Tamilnadu General Sales Tax Act of 1939 as amended from time to time. No enhanced

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rates will be paid to the contractor for any upward revision of Sales Tax during the currency of the contract.

5. All minor baling and pumping incidental on the work shall be borne by the contractor, where heavy pumping is required the baling will be done departmentally. If the contractor is asked to do, the charges will be paid as per actual plus 10%. The Executive Engineer in charge of the work will be the final authority to decide whether pumping is minor or heavy.

6. The cement concrete for reinforced cement concrete works shall be machine mixed.

7. The lime mortar shall be ground in mortar mill as per T.N.B.P.

8. More than 90 cm height of concrete should not be laid in one day. At the place where the concrete is stopped, it should end in the form of steps so as to facilitate receiving of the next length of concrete. Once a height of 90 cm of concrete is laid, it should be cured for three days before further concrete is laid.

9. The teakwood or country wood (Karimarudhu or Pillaimarudu) shall be of best quality and shall be subject to inspection and approval by Executive Engineer before use on the work.

10. PAINTING: Paint used for the work shall be of approved brand and colour.

11. Plastering: All external corners, "TEE" beam edges and doors and windows opening etc, shall be finished truly vertical or horizontal as the case may be. The rate for plastering shall include the cost of finishing. No separate extra for finishing the corners edges of beams etc. will be paid.

12. The planks for form work and centering for reinforced cement concrete works shall be well seasoned timber approved by the Executive Engineer according to clause 8 of T.N.B.P. No.30. They must be made smooth and perfectly level at top so as to give smooth and even finish to the reinforced cement concrete ceilings. Alternatively, the contractor may use steel sheets over wooden frames provided the required finish to the underside of the slab is obtained. Mango Planks shall not be used under any circumstances. Centering form works shall be provided to the extent and area ordered by the Executive Engineer during the execution.

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13. The arrangements of steel rods for reinforcement for reinforced concrete works shall be in

Accordance with the working drawing supplied.

14. The Executive Engineer will be at liberty to carry out any portion of the work at any time either departmentally or through any other agency in the interest of Govt. without assigning any reasons therefore to the contractor who is actually doing the work. The contractor is not entitled for any comprehension on account of the same. The contract will be only subject to this condition.

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

17. Earth work : Each and every borrow bit will be individually marked by the Section Officer and in urgent cases by the Masteries in charge of the work subject to the approval of the Section Officer. Earth should be removed only from the places marked and to the depth ordered by the above officer.

18. The contractor should not enter any private lands for removal of earth there from without the prior written consent of the landowners. If he does unauthorized the contractor alone will be held fully responsible for consequences arising there from.

IV. SUPPLY OF MATERIALS

Steel required for the work will be supplied by the Contractor himself

- 1) No separate charges will be paid to the contractor for straightening of mild steel rods. The contractor shall make his own arrangements for cutting to sizes, bindings and tying grills etc. Mild steel rods, should be cut and placed as reinforcements with proper care according to the available rods at site so as to ensure minimum possible wastage.
- 2) To be procured from authorized dealers and test certificate for strength as well as for unit weight to be produced before use in order to ascertain the size of rod and quantum of Steel actually used in the work.
- 3) Excessively rusted Steel rods should be rejected.
- 4) To be delivered at site of work and to be under the custody of contractor only.
- 5) Use of Steel rods shall confirm to the structural designs approved for the work.

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- 6) Steel supplied shall confirm to standard specifications specified in Table : 16 of IS :456-1978 as detailed below :
- Mild Steel - Grade I of IS : 432/Part 1/1966. '
 - HYSD bars - IS : 1786 - 1985/
 - Cold worked - IS : 786-1979 (Grade Fe 415)
- 7) Steel manufactured from the waste Steel through the process of re-rolling shall be rejected since guarantee for the strength and quality is not certified by the authorized dealer or by the manufacturers.

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 Officer before use of works.

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

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

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 Diwan and Administrative Secretary, and shall accordingly also have access at all times to the places of storage of manufacture where materials are being

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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 Diwan and Administrative Secretary 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 Diwan and Administrative Secretary 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 un worked 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 Diwan. Replacement shall at once be made in accordance with the specifications and drawings at the contractor's expense.

4) In case of default on the part of the contractor to carry out such orders the Manager 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 Manager 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 Manager, within such time as the Manager shall name, open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request the Manager may employ other workmen to open up the same. If the said work has been covered up in contravention of the Manager 's instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of the Manager 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 Manager, 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

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opened up and requiring immediate attention the Manager 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.

II) Defects, shrinkages, etc, after completion

- 1) Any defects, shrinkage or other faults which may appear within six Quarters from the completion of the works arising, in the opinion of the Manager from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Manager shall, upon the directions in writing of the Manager and within such reasonable time as shall be specified them, be amended and made good by the contractor at his own cost, unless the Manager shall decide that the contractor ought to be paid for the same at the rates agreed on such reduced or other rates, as the Manager may fix and in case of default, the Manager may employ and pay other Officers 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 Quarters referred to in main clause 26.1 above, will be five years in respect of all contracts for construction of original buildings either semi permanent or permanent to ensure structural stability of the building. (G.O.Ms. No. 181 H.R.C.E 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 Quarters (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.

SPECIAL CONDITION FOR WOOD WORK

- 1) Well seasoned superior class teak wood such as Balharsha, Malabar and Dan deli shall be used for the wood works, and it shall be got approve before use on work. the teak wood used satisfy all prescribed in IS 4970, IS 12806, IS 12896. IS 1141 and other relevant Indian standard.
- 2) IS 4970 on “key for identification of commercial Timbers” gives ready guidance to the purchasing organizations to determine whether the Timber supplied is actually of the species stipulated. IS 4970 contains diagnostic features of 60 species of timber both softwood and hardwood. IS 4970 covers a simply operated punched card key for the field identification of the commercial timber based on their general properties and anatomical characteristics visible under a hand lens.
- 3) IS 12806 on” Indian timbers for door and windows Shutters and Frames – classification “ covers 109 species recommended for shutters and 69 for frames and gives guidance for selection of appropriate Timbers species for the purpose envisaged. The classification of species in IS 12806 is based on strength co-efficient, appearance and texture, durability and refractoriness to seasoning, ease of working etc. of Timber. IS 12896 also lays down the general requirements of quality, seasoning, moisture content and preservative treatment for timber. It does not however cover the species suitable for flush door.
- 4) The timber shall be free from decay, fungal growth, boxed heart, pitch pockets or streaks on the exposed edges, splits and cracks.
Teak Wood (Tectonic granolas)
- 5) It is of outstanding merit in retention of shape and durability. The heart wood is one of the most naturally durable woods of the world. It usually remains immune to white ant attack and insect attack for very long periods. It is, however, not always immune from fungus attack (rot). Taken as a whole, good quality teak is very durable. It is relatively easy to saw and work. It can be finished to a fair surface and takes polish well. It is generally used for making furniture and all important timber constructions. Superior Class Teak Wood such as Balharsha, Malabar and Dandeli:
- 6) Individual hard and sound knot shall not be more than 12mm in diameter and the aggregate area of all the knots shall not exceed half percent of the area of the piece. It shall be close grained.
- 7) The average moisture content of the approved timber shall be 3% to 5% and the timber shall be seasoned as per IS: 1141”

- 8) Payment shall be made after completion of each item of work. No part payment shall be made for any item of work.

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 Assistant Executive Engineer, and the Assistant 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 Assistant 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 Assistant Executive Engineer and the Manager 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 un worked 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 Assistant Executive Engineer. Replacement shall at once be made in accordance with the specifications and drawings at the contractor's expense.
4. In case of default on the part of the contractor to carry out such orders the Assistant 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 Assistant 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 Manager within such time as the Manager shall **name**, open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request the Manager may employ other workmen to open up the same. If the said work has been covered up in contravention of the Executive Officer's instructions or if on being opened up, it be found not in accordance with

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drawings and specifications or the written instructions of the Manager 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 Diwan and Administrative Seceretary, the expenses aforesaid shall be borne by Temple 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 Manager 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 temple.

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 Assistant Executive Engineer from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Assistant Executive Engineer shall, upon the directions in writing of the Assistant Executive Engineer and within such reasonable time as shall be specified by them, be amended and made good by the contractor at his own cost, unless the Assistant 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 Assistant Executive Engineer may fix and incase of default, the Assistant 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 semi permanent 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 the of the work irrespective of the actual dates on which portion of the works were over.

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3. The Diwan Decision

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 Diwan shall be final and binding on the contractor and in any technical question which may arise touching the contract, the Assistant Divisional Engineer's and Ramnad samasthanam Devasthanam Overseer decision shall be final and conclusive.

4. Dismissal of workmen

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 Manager 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 Manager misconducts himself or 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 Officer

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 Manager 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 Assistant 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 Temple against financial loss in the event of default of the successful bidder under the contract.

குழந்தை தொழிலாளர் முறையினை அகற்றுவதற்கான உறுதிமொழி

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

Contractor

The Diwan and Administrative Secretary
Ramanathapuram Samasthanam Devasthanam
Ramanathapuram