# ARULMIGU KOODALAZHAGAR PERUMAL THIRUKOIL, MADURAI TOWN & TALUK, MADURAI DISTRICT.

# TENDER DOCUMENT

Name of Work : Construction of Pooja Shop, Police out

post, Cloak Room and Chappal Stand at Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk,

Madurai District.

. E.M.D **Rs 14,500** /-

Total Number of Pages: 37 Pages

In this Tender Document

Number of Items : 18 Items

including Sub Items in

Schedule 'A'

Tender shall be submitted : 22-06-2022 - 2.30 P.M.

Tender Documents sold to :

### TENDER SCHEDULE FOR L.S. CONTRACT

Name of Work : Construction of Pooja Shop, Police out post,

Cloak Room and Chappal Stand at Arulmigu Koodalazhagar Perumal Thirukoil, Madurai

Town & District.

Last date for receipt for tender : (22.06.2022) up to 2.30 PM

Date and Time of Opening : (22.06.2022) at 3.00 PM

E.M.D. to be remitted : Rs. 14,500/-

Mode of E.M.D. to be remitted Deposit at call receipt, Demand Draft of Nationalized

or Scheduled Bank drawn in the Name of The

Assistant Commissioner / Executive officer concerned

and NATIONAL SAVINGS SCRIPTS AND DEPOSITS ACCOUNTS OF POSTAL

DEPARTMENT pledged in the name of the Assistant Commissioner / Executive officer concerned, 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.

### 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 :

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 It was produced?

11. (i) Sales Tax registration Number :

(ii) Whether sales tax clearance Certificate is enclosed? If not When it will be produced

### 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 it self. 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.

### **DECLARATION TO BE FURNISHED BY UNEMPLOYED ENGINEER**

| 1. Name   |                     | :                                     |                               |                         |
|---|---------------------|---------------------------------------|-------------------------------|-------------------------|
| 2. Address  |                     | :                                     |                               |                         |
| 3. Age  |                     | :                                     |                               |                         |
| 4. Native Place   |                     | :                                     |                               |                         |
| 5. District   |                     | :                                     |                               |                         |
| 6. Qualification  |                     | :                                     |                               |                         |
| 7. Year of Passing  | 2                   | :                                     |                               |                         |
| 8. No. of years un  | employed            | :                                     |                               |                         |
| 9. Name of the Di<br>Registered as a<br>Engineer                              |                     | :                                     |                               |                         |
| 10. Date of Regist  | ration              | :                                     |                               |                         |
| 11. Class of Contr  | act                 | :                                     |                               |                         |
| (a) Money Lin   | nit                 | :                                     |                               |                         |
| 12. Previous experious (a) Irrigation (d) Bridges (Details with regardsheet.) | b) Head<br>e) Other | · · · · · · · · · · · · · · · · · · · | uildings<br>., may be furnish | ed in separate          |
| Contracts   | Name of Work        | Value of Work                         | Period of<br>Contract         | Nomination or<br>Tender |
| 13. Annual turnov<br>14. Solvency / Imi<br>15. Tools and plan                 |                     | years : :                             |                               |                         |

| Contracts  | Name of Work          | Value of Work | Period of<br>Contract | Nomination or<br>Tender |  |  |
|--|-----------------------|---------------|-----------------------|-------------------------|--|--|
| 13. Annual turnov  | er for the last three | years :       |                       |                         |  |  |
| 14. Solvency / Im  | movable / Cash        | :             |                       |                         |  |  |
| 15. Tools and plan   | nt owned              | :             |                       |                         |  |  |
| 16. Was there any default in fulfilling terms of contract and resultant penal action : |                       |               |                       |                         |  |  |
| 17. Special remar  | ks if any             | :             |                       |                         |  |  |
|  |                       |               |                       |                         |  |  |
| Station:   |                       |               |                       |                         |  |  |
| Date :   |                       |               |                       |                         |  |  |

Signature and name of the

### <u>ADDITIONAL GENERAL CONDITIONS (i.e.) IN ADDITION TO GENERAL</u> <u>CONDITIONS TO CONTRACT APPENDED WITH T.N.B.P.</u>

### 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 dispatch the tender sufficiently early so as to reach the tender opening authority before the date and time notified in the tender notice for opening of tenders.
- 1.3) No representation 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 Assistant Commissioner / Executive officer 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 Assistant Commissioner / Executive officer 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.

### 4. Sales Tax:

.Refer last para for GST.

### 5. Withheld Amount:

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

### 6. <u>Claims of Contractors on account of losses due to unprecedented floods</u> 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 Assistant Commissioner / Executive officer. 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 Contact 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  $2\frac{1}{2}$  % of the value of work done will retained with the Government for a period of one year reckoned from the date of completion of he 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 perio at his cost (G.O.Ms.No.283/PW (G2) Dept. / Dt.21.05.99).

Tenders will be received by **The Assistant Commissioner** / **Executive officer,** Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai District. Up to 2.30 P.M. on (22.06.2022) for the work of

- " Construction of Pooja Shop, Police out post, Cloak Room and Chappal Stand at Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & District ".
  - .1 The tenders should be in the prescribed from obtainable from the office of The Assistant Commissioner / Executive officer, Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai District. The tenders will be opened by The Assistant Commissioner / Executive officer, Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai District 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 Assistant Commissioner** / **Executive officer**, Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai District. The name and Address of the tenderer and the name of work being 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 authorization such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.
  - 2. Each tendered 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 Incase 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.14,500/-(Rupees fourteen thousand and 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. This refund will be authorized by **The Assistant Commissioner / Executive officer,** 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.
- 4.2. 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.
  - 3. The tenderer whose tender is under consideration shall attend office of the **The Assistant Commissioner** / **Executive officer**, 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 Assistant Commissioner** / **Executive officer** 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
- 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 Assistant Commissioner / Executive officer** 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.

- 8. The Tenderer 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 tenderer'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 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 Assistant Commissioner / Executive officer,** Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai District. 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. 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 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.
- 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. Not withstanding 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 he 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 Commissioner / Executive Officer's certificate of the value of work done will be required. I ate 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   |
| 3 Months                          | 50 %  |
| 6 months                          | 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 Assistant Commissioner or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.

18. The tenderers who ate 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.

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 Assistant Commissioner / Executive Officer, 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.

- 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        | 1.       | Building Constructor                           | 1                   |
| Rs. 3.00 lakhs                | 2.       | Brick layer                                    | 1                   |
| Above Rs. 3.00 lakhs and upto | 1.       | Building Constructor                           | 1                   |
| 10.00 lakhs                   | 2.       | Brick layer                                    | 1                   |
|                               | 3.       | Diploma holder in Civil<br>Engineering         | 1                   |
| Above Rs. 10 lakhs and upto   | 1.       | Building Constructor                           | 1                   |
| 50.00 lakhs                   | 2.<br>3. | Brick layer B.E., (Civil) or equivalent degree | 1                   |
|                               |          | holder   | 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.

22. In the case of contracts for construction of buildings either permanent or semi permanent buildings, a sum equivalent to  $2 \frac{1}{2}\%$  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 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**

Τo

The Assistant Commissioner / Executive officer, Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai District.

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 Assistant Commissioner / Executive officer,** Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai 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.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.
- 3. 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:

### Page 15

|         | The E.M.D. of Rs               |                       | (Rupees               | )only.       |
|---------|--------------------------------|-----------------------|-----------------------|--------------|
|         | And eligible to pay the EMD, a |                       | . 1                   | , ,          |
| 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/enclose            | d /pledged infavour o | f The Assistant Com   | ımissioner / |
| Execu   | itive officer, Arulmigu Koodal | azhagar Perumal T     | hirukoil, Madurai Tov | vn & Taluk,  |
| Maduı   | rai District                   |                       |                       |              |

- 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 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 i.e. 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 therefore as are provided for in the said conditions.
- 10.1 The term "Assistant Assistant Commissioner / Executive Officer" in the said condition shall mean the H.R & C.E 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 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.

- 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 Assistant Commissioner / Executive officer,** Arulmigu Koodalazhagar Perumal Thirukoil, Madurai Town & Taluk, Madurai 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 **6 Months (six 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
- 12. I/We agree that upon the terms and conditions of this contract being fulfilled and performed to the satisfaction of Assistant Commissioner / Executive Officer, 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.
- 13. I am/we are professionally qualified and my /our qualifications are as follows. I/We in pursuance of clause 18 of tender notice undertake to employ the following technical staff for supervising the work and will see that 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:

# 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 Assistant Commissioner / Executive Officer and the cost calculated by measurement or weight at the

respective prices without any additional charge for any necessary and contingent works connected therewith. The rates quoted are for works in situ complete in every respect.

| SI.<br>No | Qty | Description  | Unit    | Ra       | nte in |
|-----------|-----|--------------|---------|----------|--------|
|           |     |              |         | figures  | words  |
|           | V   | IDE SEPARATE | SHEET A | ATTACHED |        |

<sup>\*</sup> 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 |                |   |                  |             |  |  |
|---|-------------|----------------|---|------------------|-------------|--|--|
| LIST OF DRAWINGS  Note: All drawings to be signed by the contractors as well as the officer entering into the contract. |             | As referred to | SUPPLEMENT<br>o in the specific<br>f contract in Ta | cation including |             |  |  |
| Sl.No   | Drawing No  | Description    | Sl.No   | Drawing No       | Description | Date on which<br>the drawing<br>was supplied |  |

### **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.

### **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 | 1) One Diploma Holder in Civil Engineering  |
|   | (or)  |
|   | 2) Not less than one retired Junior Engineer  |
| 2. From Rs. 5.00 Lakhs to 10.00 lakhs   | 1) One B.E., (Civil) (or)   |
|   | 2) Equivalent Degree holder (or)  |
|   | 3) Not less than one retired Sub Divisional Officer AEE / ADE (or)                      |
|   | 4) 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 holders in civil Engg with 3 to 5 yrs Experience                            |

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.
- 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 Assistant Commissioner / 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 requited 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.

### <u>Details of Technical personnel under regular employment of the tenderer who can be made available for the work of Construction of:</u>

| Sl.<br>No | Designation                      | Name | Educati<br>onal<br>Qualifi<br>cation | Under<br>regular<br>employment<br>with tenderer<br>since | Total<br>Span of<br>experie<br>nce | Salary<br>being<br>paid | Rema<br>rks |
|-----------|----------------------------------|------|--------------------------------------|--|------------------------------------|-------------------------|-------------|
|           | Project Manager 1 No. (B.E./M.E  |      |                                      |  |                                    |                         |             |
| 1.        | Degree holder with atleast ten   |      |                                      |  |                                    |                         |             |
|           | years.                           |      |                                      |  |                                    |                         |             |
| 2.        | Site Engineers                   |      |                                      |  |                                    |                         |             |
| 9)        | (With degree qualification Nos.  |      |                                      |  |                                    |                         |             |
| a)        | with atlease 3 years experience) |      |                                      |  |                                    |                         |             |
| b)        | (With Diploma qualification Nos. |      |                                      |  |                                    |                         |             |
| U)        | with atlease 3 years experience) |      |                                      |  |                                    |                         |             |

- 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 Managing Trustee 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.
- 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.

### 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 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.

### **CEMENT:**

### **MATERIALS**

- A. 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.
- B. The contractor shall procure cement is standard packing of 50Kg. Per bag from the authorized manufacturers. The contractor shall make necessary arrangements at his own cost to the satisfaction of Engineer for actual weightiest 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.
- C. The contractor should store the cement of 80 days requirement at least 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.
- D. 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.

- E. 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.
- F. 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.
- G. Cement which has been unduly long in 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.

### **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 Mille metres  | 0.222  |
| 2)     | 8 Mille metres  | 0.395  |
| 3)     | 10 Mille metres | 0.617  |
| 4)     | 12 Mille metres | 0.888  |
| 5)     | 14 Mille metres | 1.208  |
| 6)     | 16 Mille metres | 1.578  |
| 7)     | 20 Mille metres | 2.466  |
| 8)     | 25 Mille 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 Assistant Commissioner / Executive Officer, and the Assistant Commissioner / Executive Officer 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 Commissioner / Executive Officer'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 Commissioner / Executive Officer and the Managing Trustee 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 Assistant Commissioner / Executive Officer. 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 Commissioner / Executive Officer 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 Commissioner / Executive Officer 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 Assistant Commissioner / Executive Officer, within such time as the Assistant Commissioner / Executive Officer shall name, open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request the Assistant Commissioner / Executive Officer may employ other workmen to open up the same. If the said work has been covered up in contravention of the Assistant Commissioner / Executive Officer's instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of the Assistant Commissioner / Executive Officer the expenses of opening it and covering it up again whether done by or recovered from the contractor

### 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 Commissioner / Executive Officer from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Assistant Commissioner / Executive Officer shall, upon the directions in writing of the Assistant Commissioner / Executive Officer and within such reasonable time as shall be specified therm, be amended and made good by the contractor at his own cost, unless the Assistant Commissioner / Executive Officer 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 Commissioner / Executive Officer may fix and incase of default, the Assistant Commissioner / Executive Officer 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.
- 3) 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 to ensure structural stability of the building. (G.O.Ms. No. 181 PWD 28.1.86)

4) 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.

#### 3. Assistant Commissioner / Executive Officer'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 contact drawings and contract specifications, mode of procedure and the carrying out of the work, the decision of the Assistant Commissioner / Executive Officer shall be final and binding on the contractor and in any technical question which may arise touching the contract, the Assistant Commissioner / Executive Officer'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 Assistant Commissioner / Executive Officer 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 Assistant Commissioner / Executive Officer 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 Assistant Commissioner / Executive Officer.

### குழந்தை தொழிலாளர் முறையினை அகற்றுவதற்கான உறுதிமொழி

இந்திய அரசியலமைப்பு விதிகளின்படி கல்வி பெறுவது குழந்தைகளின் அடிப்படை உரிமை என்பதால் 14 வயதுக்குற்பட்ட 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 Managing Trustee 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 Commissioner / Executive Officer 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.

(I) Annual minimum financial turnover of the Applicant in any one of the preceding "Three" years should be more than 50% of the estimated value (including the Goods and Services Tax (GST) Amount) for which bid has been invited.

(II) The applicant should have a minimum cumulative financial turnover of 150% of the estimated value (including the Goods and Services Tax (GST) Amount) of works for which bid has been invited from the civil engineering constructions in last three years.

| Single work (50%) i. Certificate issued by the Engineer – in – Charge – Not below the rank of E | Minimum financial turnover<br>(50%) in any one of the<br>preceding "Three" years. (in | Minimum cumulative<br>financial turnover (150%)<br>in last "Three" years. (in |
|---|---|---|
| E (in lakhs)  | lakhs)  | lakhs)  |

(IV) As per Notification No. 31/2017 – Central Tax (Rate) dated 13<sup>th</sup> October, 2017 the concessional rate of GST at 12% [CGST at 6% + SGST at 6%] is leviable for any Government contract, whether Civil of Electrical, irrespective of the GST rate applicable on purchase of goods used in the execution of Government Contract. The contractor is eligible to get refund of excess tax paid over or liable pay tax as per Notification No, 20/2017, Central Tax (Rate) dated 22.08.2017, Notification No. 24/2017, Central Tax (Rate) dated 21.09.2017 and Notification No 31/2017, Central Tax (Rate) Dated 13.10.2017. The rate to quoted is excluding GST

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

### **RATE OF PROGRESS**

The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Managing Director has to completed.

Date of commencement of this programme will be the date on which the site (for premises) is handed over to the contractor.

| Period after date of commencement (1) | Percentage of work completed (based on contract lump sum amount) (2) |
|---------------------------------------|--|
| 3 Months                              | 50 %   |
| 6 months                              | 100%   |

### DAMAGES FOR DELAYS AND NONCOMPLETION

If the contractor fails to complete the works within the period noted in Rate of Progress or within any extended time allowed by the Managing Trustee, the contractor shall pay to the tangle the sum of Rs 500 /- as liquidated and ascertained damages for every day beyond the said date or extended time as the case may be during which the works shall remain unfinished as provided in clause Rate of Progress.

Liquidated and ascertained damage will be levied as details below.

### LIQUIDATED AND ASCERTAINED DAMAGES

|   | Below Rs<br>5.00 lakhs | Rs 5 to 10<br>Lakhs | Above Rs.<br>10 lakhs |
|---|------------------------|---------------------|-----------------------|
| Liquidated and ascertained damage per day | Rs 125 /-              | Rs 250 /-           | Rs 500 /-             |

The liquidated and ascertained damages will be levied up to a maximum of 5% of the value of the contract and if the contractor fails to complete the work even then, action will be taken to terminate the contract and execute the work at the risk of the Contractor and cost as per provisions of the General Conditions of Contract of TNBP.

### NON-TENDERED ITEMS

In case of items of works for which supplement agreement is to be entered into the following procedures will be adopted.

For items of work for which rates can be derived either from the rate for the items in the original agreement, the rate will be derived either by applying the pro rata excess or discount for the item of work, or the rate is derived from standard data and the lesser rate of these two will be adopted for making payment to contractor.

For items of work for which rates cannot be derived from the rates for the items in the original agreement, the rates for payment will be as follows:

- 1. When the schedule of rates has not changed during the period from the date of execution of the original agreement to the date of supplemental agreement, the rates for the supplemental agreement shall be the prevailing schedule of rates with the tender premium applied.
- 2. When the schedule of rates has changed during the intervening period, the rates prevailing as per the schedule of rates at the time of execution of supplemental agreement will be adopted with no tender premium or discount applied. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by, submit themselves to the conditions and stipulations, and perform the agreement on their parts respectively.

|      |  | Arulmigu Koodalazhagar Perumal   | Thiruk     | oil, Madurai District.            |   |                             |
|------|--|--|------------|-----------------------------------|---|-----------------------------|
| N    | ame of Work :Construct                   | tion of Pooja Shop, Police out post, Cloak Ro<br>Thirukoil, Madurai To   |            |                                   | Koodalazh                                   | agar Perumal                |
|      |  |  |            | Name of the Contractor            | Thiru.                                      |                             |
|      |  |  |            | E.M.D. Details                    | Rs.   |                             |
|      |  |  |            | Date of Tender                    |   |                             |
|      |  |  |            | Period of Completion of Work      | 6 Months                                    |                             |
|      |  | Schedule   | 'A'        |                                   |   |                             |
| S.No | Probable Quantity                        | Description of Work  | TNBP<br>NO | Rate Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount<br>Rs.P (In figures) |
| 1    | 2  | 3  | 4          | 5                                 | 6   | 7                           |
| 1    | 31.00 Cum<br>(thirty one cubic<br>metre) | Earth work excavation for foundation in all classes of soils and sub soils and todepth as may be directed except in hard rock, requiring blasting, including initial leads and lifts and re filling the sides of foundation, with excavated earth in 150mm layers well watered rammed and consolidated, including depositing surplus earth clearing and levelling the site, shoring shuttering baling out water wherever necessary etc., complete complying with standard specification. |            |                                   | 1 Cum<br>(One<br>Cubic<br>Metre)            |                             |

No of Overwrittings

| S.No | Proba | able Quantity                 | Description of Work  | TNBP<br>NO | Rate<br>Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount<br>Rs.P (In figures). |
|------|-------|-------------------------------|--|------------|--------------------------------------|---|------------------------------|
| 1    |       | 2                             | 3  | 4          | 5                                    | 6   | 7                            |
| 2    | 7.00  | / · · · · · · · · · · · ·     | Supplying and filling in foundation, basement, etc with filling M sand in layers of not more than 15 cm thick well watered, rammed and consolidated etc. complete complying with standard specification.   |            |                                      | 1 Cum<br>(One<br>Cubic<br>Metre)            |                              |
| 3    | 8.00  | Cum<br>(eight cubic<br>metre) | Cement Concrete 1:5:10 (one cement five Msand ten aggregate) using 40mm gauge hard granite broken stone jelly for foundation including cost and conveyance of all materials labour for mixing,l aying, compacting, curing, dewatering, side shuttering, wherever necessary including curing etc.,complete complying with standard specification. |            |                                      | 1 Cum<br>(One<br>Cubic<br>Metre)            |                              |

No of Overwrittings

| S.No | Probable Quantity | Description of Work  | TNBP<br>NO | Rate<br>Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount<br>Rs.P (In figures). |
|------|-------------------|--|------------|--------------------------------------|---|------------------------------|
| 1    | 2                 | 3  | 4          | 5                                    | 6   | 7                            |
| 4    |                   | Providing and laying in position, standardised concrete Mix M-20 Grade in accordance with IS:456-2000, using 20mm graded hard broken granite stone jelly for all RCC items of works with minimum cement content of 325 kg / m3 and maximum water cement ratio of 0.55, including admixture (plasticiser/super plasticiser) in recommended proportions as per IS:9103 to accelerete, retard setting of concrete, improve workability without impairing strength and durability with about (5 cu.m) 7730kg. of 20mm machine crushed stone jelly and with about (3.3cu.m.) 5156kg. of 10-12mm machine crushed stone jelly and with about (4.79cu.m.)7670kg of C.S.Sand (M.Sand), but excluding cost of reinforcement grill and fabricating charges, centering and shuttering and aiso including laying, virabting with mechanical vibrators, finishing, curing, etc. and providing fixtures like fan clamps in the RCC floor/roof slabs wherever necessary without claiming extra, etc. |            |                                      |   |                              |

No of Overwrittings

|      |   |                                       |  |                              | Rate                                 | Per                               | Amount |
|------|---|---------------------------------------|--|------------------------------|--------------------------------------|-----------------------------------|--------|
| S.No | Probable Quantity Description of Work TNBP NO |                                       |  | Rs.P.(In words and figures). | Unit (In<br>words<br>and<br>figures) | Rs.P (In figures).                |        |
| 1    |   | 2                                     | 3  | 4                            | 5                                    | 6                                 | 7      |
| а    | 8.00  | Cum<br>( eight cubic<br>metre)        | Foundation and basement  | SS 30                        |                                      | 1 Cum<br>(One<br>Cubic<br>Metre)  |        |
| b    | 13.00   | Cum<br>(thirteen cubic<br>metre only) | Ground floor Superstructure  | SS 30                        |                                      | 1 Cum<br>(One<br>Cubic<br>Metre)  |        |
| 5    |   |                                       | Supplying and erecting steel centering including necessary supports for plane surfaces for Reinforced Cement Concrete works such as column footings, column pedestals, plinth beams, grade beams, staircase steps, etc. which require only nominal strutting using mild steel sheets of size 90cm x 60cm and 10 BG stiffened with welded mild steel angles of size 25mm x 25mm x 3 mm for boarding, laid over silver oak joists of size 10cm x 6.5cm spaced at about 75cm centre to centre or at suitable intervals etc. complete in all floors complying with standard specification. |                              |                                      |                                   |        |
| а    | 41.00   | Sqm<br>(forty one square<br>metre)    | Column footing, Grade beam Etc   | 30,44H                       |                                      | 1 Sqm<br>(One<br>Square<br>metre) |        |

No of Overwrittings

|      |       |   |   |  | Rate                         | Per                                  | Amount             |
|------|-------|---|---|--|------------------------------|--------------------------------------|--------------------|
| S.No | Prob  | able Quantity                               | Description of Work   | TNBP<br>NO                                   | Rs.P.(In words and figures). | Unit (In<br>words<br>and<br>figures) | Rs.P (In figures). |
| 1    |       | 2   | 3   | 4  | 5                            | 6                                    | 7                  |
| b    | 87.00 | Sqm<br>(eighty seven<br>square metre)       | Slab, Beams,Lintels etc   | 30,44H                                       |                              | 1 Sqm<br>(One<br>Square<br>metre)    |                    |
| С    | 49.00 | Sqm<br>(forty nine<br>square metre)         | Columns and Sunshade  | 30,44H                                       |                              | 1 Sqm<br>(One<br>Square<br>metre)    |                    |
| 6    | 28.50 | Qtl<br>(twenty eight<br>point five quintal) | Supplying, fabricating and placing in position Mild Steel / Ribbed Tor Steel grills for all RCC works as per design given including cost of steel and G.I. binding wire in all floors etc. complete complying with standard specification. (Contractor has to make his own arrangements for the supply of steel and |  |                              | 1 Qtl<br>(One<br>Quintal)            |                    |
| 7    |       |   | Brick work in Cement Mortar 1:5 using best quality III class Country bricks size 8 3/4" x 4 1/4" x 2-3/4" including curing, etc., complete complying with standard specifiction.  |  |                              |                                      |                    |
| а    | 8.00  | Cum<br>( eight cubic<br>metre)              | Foundation and basement:  | 31 &<br>similar<br>31 C,<br>v,vi,(s5)<br>vii |                              | 1 Cum<br>(One<br>Cubic<br>Metre)     |                    |

No of Overwrittings

| S.No | Prob   | able Quantity                                       | Description of Work  | TNBP<br>NO                            | Rate<br>Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount Rs.P (In figures). |
|------|--------|---|--|---------------------------------------|--------------------------------------|---|---------------------------|
| 1    |        | 2   | 3  | 4                                     | 5                                    | 6   | 7                         |
| b    | 31.00  | Cum<br>( thirty one cubic<br>metre only)            | G.F.Superstructure   | 31 &<br>similar<br>31 C,<br>v,vi,(s5) |                                      | 1 Cum<br>(One<br>Cubic<br>Metre)            |                           |
| 8    | 54.00  | Sqm<br>(fifty four square<br>metre only)            | Special ceiling plastering and finishing the exposed surface of all RCC items of work such as slabs, beams, sunshades, facia, canopy slab, staircase waist slab, landing slab etc., with Cement Mortar 1:3 (One Cement and Three Sand) 10mm thick including hacking the surfaces, providing cement mortar nosing, beading for sunshades, staircases, steps, landing slabs and curing, etc., in all floors complying with standard specification and as directed by the departmental officers |                                       |                                      | 1 Sqm<br>(One<br>Square<br>metre)           |                           |
| 9    | 340.00 | Sqm<br>(three hundred<br>and forty square<br>metre) | Plastering with Cement Mortar 1:5 (One cement and Five sand), 12mm thick in all floors including curing etc. complete complying with standard specification and as directed by the departmental officers.  |                                       |                                      | 1 Sqm<br>(One<br>Square<br>metre)           |                           |

No of Overwrittings

| S.No | Prob  | able Quantity                               | Description of Work   | TNBP<br>NO | Rate<br>Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount<br>Rs.P (In figures). |
|------|-------|---|---|------------|--------------------------------------|---|------------------------------|
| 1    |       | 2   | 3   | 4          | 5                                    | 6   | 7                            |
| 10   | 3.50  | Cum<br>(three point five<br>cubic metre)    | Providing Weathering Course Concrete to an average thickness of 8cm with20mm size Broken brick jelly in lime mortar over roof slab including laying, consolidating, finishing etc.,complete.  |            |                                      | 1 Cum<br>(One<br>Cubic<br>Metre)            |                              |
| 11   | 49.00 | Sqm<br>(forty nine<br>square metre<br>only) | Finishing the Top of Roof with One course of machine Pressed Tiles 230 x 230 x 20mm in C.M.1: 3 - 12mm thick mixed with Water Proofing Compound, Red oxide and pointing with same mortar etc.,  |            |                                      | 1 Sqm<br>(One<br>Square<br>metre)           |                              |
| 12   | 41.00 | Sqm<br>(forty one square<br>metre)          | Paving the floor with kota stone slab of size 600 x 600 of 18 / 20mm (polished) in all floors laid in of cement mortor 1:3 (one cement three sand), 20mm thick and pointed with colour cement neatly including polishing with polishing stone and oxalic acid etc., so as to perfectly smooth and glossy and including hire charges for polishing machine and power consumption charges etc. The kota stone slabs and other materials to be used shall be got approved by the Executive Engineer concerned before use on work, etc., complete as per standard speicification. |            |                                      | 1 Sqm<br>(One<br>Square<br>metre)           |                              |

No of Overwrittings

| S.No | Proba | able Quantity                       | Description of Work   | TNBP<br>NO | Rate<br>Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount<br>Rs.P (In figures). |
|------|-------|-------------------------------------|---|------------|--------------------------------------|---|------------------------------|
| 1    |       | 2                                   | 3   | 4          | 5                                    | 6   | 7                            |
| 13   | 16.00 | Sqm<br>(sixteen square<br>metre)    | Paving the floor with concrete anti-skid step tiles to Required shape and design of 20mm thick of approved quality and colour laid in Cement Mortar 1:3 (One Cement and Three sand) 20mm thick and pointed with white cement mixed with colouring pigment at the rate of 0.40 Kg. / sq.m., curing, etc., complete complying with standard specification |            |                                      | 1 Sqm<br>(One<br>Square<br>metre)           |                              |
| 14   | 7.00  | Sqm<br>(seven square<br>metre only) | Manufacturing supplying and fixing of steel door with the following specification MS angels of size 40x40x6mm are used for the outer frames and M.S. angles of size 35x35x5mm for the shutter frames stiffeners with 32 x 6mm M.S flat is provided at required intervals in the shutter frame.  |            |                                      | 1 Sqm<br>(One<br>Square<br>metre)           |                              |

No of Overwrittings

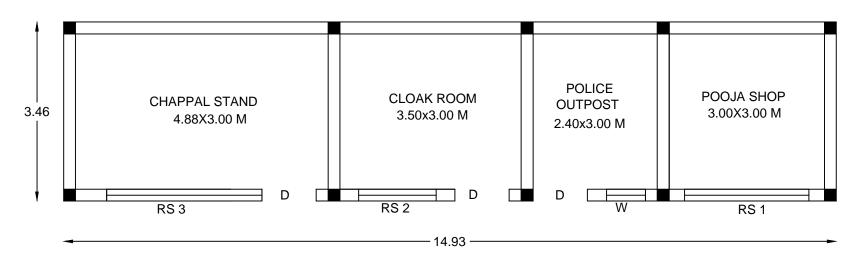
| S.No | Probable Quantity |   | Description of Work   | TNBP<br>NO | Rate Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount Rs.P (In figures). |
|------|-------------------|---|---|------------|-----------------------------------|---|---------------------------|
| 1    |                   |   |   |            |                                   |   |                           |
| 15   | 1.00              | Sqm<br>(one square<br>metre only)                         | Fabricating, Supplying and fixng in position of steel sheeted windows (Two Leaves) with the following specifications. Outer frames of windows made of 'Z' section F7D of size 33 x 25 x 3mm at 1.419 kg/m and mullion 'J' section (F4B) of size 46x25x3mm at 2.28kg/m and shutter section of made of F7D of 33x25x3mm at 1.419 kg/m as specified in IS 7452/1990. |            |                                   | 1 Sqm<br>(One<br>Square<br>metre)           |                           |
| 16   | 11.00             | Sqm<br>(eleven square<br>metre only)                      | Supplying and erecting pull and push type rolling shutter with ISI make of approved size and section using 18 GI sheet. The shutter shall be painted with one coat of red oxide   |            |                                   | 1 Sqm<br>(One<br>Square<br>metre)           |                           |
| 17   | 394.00            | Sqm<br>(three hundred<br>and ninety four<br>square metre) | Painting two coats of newly plastered wall surface with water based exterior emulsion paint of first class quality and of approved colour over a priming coat including thorough scrapping, clean removal of dirt, and including necessary plaster of paris putty, wherever required etc., complete complying with standard specification.                        |            |                                   | 1 Sqm<br>(One<br>Square<br>metre)           |                           |

No of Overwrittings

| S.No | Probable Quantity |        | Description of Work  | TNBP<br>NO | Rate Rs.P.(In words and figures). | Per<br>Unit (In<br>words<br>and<br>figures) | Amount<br>Rs.P (In figures). |
|------|-------------------|--------|--|------------|-----------------------------------|---|------------------------------|
| 1    | 2                 |        | 3  | 4          | 5                                 | 6   | 7                            |
| 18   | 36.00             | metre) | Painting new iron works such as gate, steel doors windows ventilators with two coats of approved quality and color of synthetic enamel paint over the existing red oxide primer in all floor etc, complete complying with standard specifications. |            |                                   | 1 Sqm<br>(One<br>Square<br>metre)           |                              |

No of Overwrittings

## ARULMIGU KOODAL AZHAGAR PERUMAL THIRUKOIL, MADURAI TOWN & DISTRICT



**PLAN** 

- 1. DOOR -1.05 M X 2.10 M
- 2. WINDOW -0.75 M X 1.20 M
- 3. ROLLING

SHUTTER 1 -2.40 M X 2.10 M

4. ROLLING

SHUTTER 2 -1.20 M X 1.20 M

5. ROLLING

SHUTTER 3-3.00 M X 1.20 M

### PARTICULARS TO BE ATTACHED WITH TENDER DOCUMENTS

### Contractors should attach the following documents with tender schedule.

- 1. Registration Copy
- 2. Registration Live Certificate Copy
- 3. GST Registration Certificate with Last month paid
- 4. Income Tax Statement (Last year)
- 5. Work Experience
- 6. E.M.D. Details Prescribed
- 7. E.M.D. Details Furnished
- 8. Registration office & Date
- 9. Firm Registration office& No / Year
- 10. Solvency, Tahsildar Letter No & Date
- 11. EC up to Last date of tender.
- 12. Income Tax Filed Date for the year
- 13. GST No.
- 14. Major Works past 5 years
- 15. Single Work Name, Value and Year
- 16. Annual Turnover, Value and Year
- 17. Share Capital, Value and Year
- 18. Bank OD Details
- 19. Affidavit & Undertaking
- 20. Technical Personal
  - (i) BE Project Manager
  - (ii) BE Site Engineer
  - (iii) DCE Site Engineer
  - (iv) DEE Site Engineer

### 21. Equipment Details

- (i) Concrete Mixer with Hopper
- (ii) Vibrators
- (iii) Dewatering pumps
- (iv) Lorry / Tipper
- (v) Steel centering materials
- (vi) Mechanical Spray set
- (vii) Mechanical Hoist
- (viii) JCB / Poclain