



**GOVERNMENT OF TAMIL NADU
HINDU RELIGIOUS AND CHARITABLE
ENDOWMENTS DEPARTMENT**

**ARULMIGHU VATHALAI NACHIAMMAN TEMPLE,
KANDAMANGALAM Village, BUDHALUR TALUK,
THANJAVUR DISTRICT.**

**QUALIFICATION APPLICATION
AND PRICE TENDER**

NAME OF WORK : Construction of Marriage Hall In Arulmigu Vathalai
Natchiamman Temple, Kandamangalam Village,
Budhalur Taluk, Thanjavur District

VALUE OF WORK : Rs. 2,87,86,569 (With GST 12%)

EMD AMOUNT : Rs. 1,54,000.00

DATE OF TENDER : **12.08.2022**

ISSUED TO :

EXECUTIVE OFFICER,
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

FOR THE SPECIAL ATTENTION OF THE APPLICANTS

1. Issuance of documents under i.e. qualification tender and price tender (Commercial tender) to the applicant will be purely based on the basic Documents and information furnished along with the requisition and cost of tender documents. Application will not confer any right on the Applicant for automatic Qualification for price tender for the work.
2. Approval or otherwise of the Qualification tender will be strictly based on the detailed evaluation done on the basis of the Documents / Records / Evidences / Certificates produced by the Applicant in the Qualification Application.
3. Qualification tender (Cover 1) will be opened as per Notice Inviting Tender and after detailed evaluation, the date and time of opening of price tender will be intimated to the qualified applicants.

EXECUTIVE OFFICER,
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

QUALIFICATION TENDER & PRICE TENDER

From

TO

EXECUTIVE OFFICER,

Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

Sir,

Sub :" Construction of Marriage Hall In Arulmigu Vathalai
Natchiamman Temple, Kandamangalam Village, Budhalur Taluk,
Thanjavur District"

Ref: Qualification & price tender Notice

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1. Having examined the documents in respect of Qualification tender & price tender including scope of work, Time Frame for construction and the criteria stipulated for qualification. I/We hereby submit all necessary information and relevant documents for qualifying me/us, to offer my/our tender for the above mentioned work.
2. The Application is made by me / us on behalf of (Partnership firm / Private limited company/Public Limited Company) in the capacity of____
_____ _ duly authorized to submit the tender.
3. Necessary evidence admissible in law in respect of authority assigned to me / us on behalf of the Partnership Firm / Private Limited Company / Public Limited Company, for applying for tender is attached here with.
4. I/We present my/our documents here with taking into consideration all the instructions in the Qualification tender supplied to me / us including special instructions to Applicants / Criteria for Qualification /Information and Instructions in the detailed two cover tender notice etc.

5. The EMD amount is enclosed in the shape as notified in the qualification tender

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6. I / We understand that the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** reserves the right to reject any or all the tenders without assigning any reason therefore or to drop the proposal altogether.

Date:

**Signature of the Applicant including
Title Capacity in which Application is
made**

Name :

(IN BLOCK LETTERS)

**Encl : 1. Qualification application and price
tender.**

2.

3.

4.

5.

QUALIFICATION & PRICE TENDER NOTICE

FORM OF CONTRACT:

LUMP SUM AGREEMENT:

1. INVITATION:

Tender under sealed two cover tender system i.e. qualification schedule & price tender (item rate tenders) are invited for and on behalf of the Governor of Tamil Nadu by the Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District**. One Cover contains EMD and Qualification conditions and other details and the second over containing price tender schedule.

2. FOR SPECIAL ATTENTION:

- (i) Only the contractors registered with Tamil Nadu State Public Works Department under Class I (as per revised classification) with monetary limit above Rs.75.00 lakhs (Rupees Seventy Five Lakhs) and with proven track record are only eligible. In such a case, the applicant should furnish the following documents to satisfy the criteria.
- (ii) The Applicants should have been in the same name and style in the Civil Engineering Construction field at least for the past **FIVE** years.
- (iii) The Applicants should have completed at least one **"Building"** work of similar nature with value not less than **Rs.216.00 Lakhs** (75 % of value of work) (Rupees Two Hundred and Sixteen Lakhs only) under a **"Single agreement"** in any one of the preceding **"THREE"** years. For this purpose building like Industrial sheds, workshops will not be considered.
- (iv) Annual turnover of the Applicant should not be less than **Rs.431.00 Lakhs** (Rupees Five Hundred and thirty one Lakhs only) [1.50 times of value of work] per year in any one of the preceding **"FIVE"** years.

3. PURCHASE OF DOCUMENTS:

- a. The documents under Qualification schedule & price tender will be available for sale at a cost of Rs.15,000/- plus Rs.1,800/- (GST 12%) in the office of the Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** during office hours from **27.06.2022 to 11.08.2022.** The documents can be downloaded from the web site www.tenders.tn.gov.in . In case the Bidding Documents is downloaded from web site, the document cost has to be paid along with the Tender as a separate instrument other than that of EMD. **Tender without schedule Cost will be summarily rejected.**
- b. The method of payment of documents cost will be through **Demand Draft** drawn in favour of the "Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.**" obtained from any Nationalized Bank / Scheduled Banks
- c. The qualification schedule and price tender schedule will also be sent by post to any prospective tenderer who makes a request for the documents on payment of cost as specified in para 3.a. along with postal charges of Rs.500/- (Rupees Five Hundred only) separately in the shape of Demand Draft drawn in favour of the "Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.**" obtained from any Nationalized Bank / Scheduled Banks and documentary evidences. This office is not responsible for any postal delay or loss in transit.
- d. Price Tender Schedule will also be issued along with pre-Qualification schedule documents.

4. DESCRIPTION OF PROJECT AND SCOPE OF WORK.

"Construction of Marriage Hall For **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.**"

5. SCOPE AND STATUS OF THE WORK UNDER THIS TENDER:

- a) Construction of RCC framed structure building with ground & First floor. Building consists Marriage Hall, Dining Hall, Kitchen, wash area, Lift, Bride & Groom Rooms, Guest Rooms, Compound wall, Paver Block Pavement and Toilet Facilities.

6. PERIOD OF COMPLETION:

The period of completion shall be **18 Months – Calendar months**, which is inclusive of monsoon period from the date of handing over of the site to the successful contractor.

EARNEST MONEY DEPOSIT:

- 7.1. Earnest money deposit of **RS.1,54,000/- (Rupees One Lakhs Fifty Four Thousand only)** must accompany the qualification schedule for this work.
- 7.2. The Earnest money deposit may be produced in any one of the following forms.
 - i. Demand Draft issued by Nationalized or Scheduled Banks drawn in favour of the Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District."**
 - ii. Small savings scripts / Deposits / Accounts and Kisan Vikas Patras duly pledged in favour of the Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District."**
 - iii. Bank Guarantee will not be accepted towards EMD.
- 7.3. Qualification schedule not accompanied with Earnest money deposit will be rejected as 'Non-responsive'tender.
- 7.4. If the tenderer withdraws his tender after the acceptance of tender or fails to pay the requisite security deposit amount within the specified period of time, the Earnest money deposit paid with the tender will be forfeited.
- 7.5. Communication to the unsuccessful tenderers will be sent in **7** (seven) days time from the date of communication sent to the successful tenderer. Within **15** (fifteen) days from the date of receipt of refund vouchers duly stamped and signed from the unsuccessful tenderer, refund of Earnest money deposit will be made.

8. SECURITY DEPOSIT:

- 8.1. The successful tenderer shall furnish a Security Deposit for an amount equivalent to 2% of the contract value, which includes the earnest money deposit already paid within 15 days (Fifteen days) from the date of receipt of work order. If the successful tenderer fails to execute the contract (i.e. sign the agreement) within the aforesaid 15 days time, the Earnest Money Deposit amount with the Qualification schedule will be forfeited.

- 8.2. The Security Deposit in the shape of irrevocable Bank guarantee will also be accepted.
- 8.3. In addition to the aforesaid security deposit, the Executive Officer shall deduct from the running account bills, a sum of equivalent to 5% (Five Percent) of the total value of each bill as retention money.
- 8.4. 2 ½ % (TWO AND A HALF PERCENT) of the total value of the work will be retained in the final bill of the work for a period of one year reckoned from the date of completion of the work or as soon after the expiration of such period of one year as all defects shall have been made good according to the true intent and meaning hereof whichever shall last happen.
- 8.5. The retention money of 2½ % (Two and a Half Percent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the contractor after the defects liabilities attached to the contract is over (as per Para 8.4 above) subject to the following conditions:
- i. The Executive Officer, concerned should certify that no liability is due from the contractor.
 - ii. The contractor should execute and produce an indemnity bond for a further period of **"FOUR"** years indemnifying the Government against any loss or expenditure, incurred to rectify any defects noticed due to faulty workmanship by the contractor or Sub – Standard materials used by the contractor, during the period of **"FOUR"**years.
- 8.6. Concessions granted to standing contractors on payment of deposits are not applicable to this contract.

9. LANGUAGE OF TWO COVER TENDER SYSTEM:

Tenders shall be offered only in the prescribed forms in **"ENGLISH"** Only.

10. VALIDITY OF PRICE TENDER:

The price tender shall be valid for a period of 90days (Ninety Days) from the date, notified for opening of price tender.

11. SUBMISSION OF PRICE TENDER BY TWO COVER SYSTEM

- 11.1 Tenderers should quote their rates both in figures and in words for each item per unit and amount for each item of work for full quantity. Grand

total of the whole contract should be furnished without fail in the last page of schedule "A" of Price tender.

- 11.2 The two cover (i.e. Qualification schedule and Price tender) must be submitted in a wax sealed envelope. The Cover No.1 containing the Qualification schedule, documents & Earnest Money Deposit and Cover No.2 containing the Price tender must be super scribed as mentioned below and addressed to the tender calling authority.

SHOULD BE SUPERSCRIBED AS FOLLOWS.

QUALIFICATION SCHEDULE COVER NO.1	PRICE TENDER COVER NO.2
a. NAME OF WORK	a. NAME OF WORK
b. TENDER NOTICE NO.	b. TENDER NOTICE NO.
c. DUE DATE FOR OPENING OF TENDER	c. NAME OF CONTRACTOR AND ADDRESS
d. E.M.D. Rs.2,00,550/- (Rupees Two Lakh Five Hundred and Fifty only) (To be furnished with the qualification schedule)	
e. NAME OF CONTRACTOR AND ADDRESS	

- 11.3. If the cover is not sealed and super scribed as instructed, no responsibility will be assumed for any misplacement of tender or premature opening of the envelope or parcel.
- 11.4. Tenders received late on any account or any reasons whatsoever will not be opened or considered and will be returned to the tenderer unopened.
- 11.5. Telegraphic tenders will not be accepted.

12. OPENING OF TENDERS:

The Qualification schedule will be opened by The Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** at 16.00 Hours on **12.08.2022** in the presence of the tenderers or their authorised representatives who choose to be present; after detailed evaluation of qualification schedule, price tender will be opened only to the qualified contractors those who are satisfy the minimum criteria. The date and time of opening of price tender will be informed to the qualified tenderers by the Executive officer later.

13. NEGOTIATION:

Negotiation of rates will be made only with the lowest tenderer for reducing the quoted rates.

14. RATES AND PRICES:

Price adjustment clause (To account for rise or fall in the money value during the contract period is operable for this contract as per G.O.Ms.No.60. Public works Department dated 14.03.2009 and certain amendments made in G.O.Ms.No. 101PWD (G2) /dt.10.06.2009. Price Adjustment Clause is eligible for Estimate value put to above Rs.100 lakhs subject to the following

- a. Full Price adjustment on all components including Cement, Steel, Bitumen and POL.
- b. Price adjustment will apply only when the fluctuation of rates exceeds by 3% compared to the estimate rates (Reserve Bank of India – Index Price).
- c. Price adjustment will be calculated only on the estimated cost of work.
- d. Bitumen and POL will be considered on “pass through” basis with payment of actual rates / price at the rates charged by Indian Oil Corporation.
- e. Price adjustment will be made for both **increase and decrease** in the cost of materials.
- f. Price variation will be calculated once in a quarter in respect of cement and steel as per specified formula from the date of agreement up to the end of agreement period.
- g. For the purpose of calculated price adjustment, the quarter would be reckoned with reference to the quarter of the calendar year in which the agreement is signed.
- h. Price escalation will be calculated based on milestones fixed in physical terms and prefixed time line for usage of inputs, which would be utilized for the work in each time period between two milestones.

- i. Escalation will be given for only those quantities which have been used had the contractor stuck to this original time line.
- j. If the contractor does a certain quantity of the work in the quarter which he should have done in the second quarter, he can still claim escalation on that quantity at the rates as applicable in the second quarter.
- k. Price adjustment mechanism will cease to operate for the value of work executed beyond the agreement period.
- l. Bonus as an incentive for advance completion of work by not less than 10% of agreement period will be paid at 1 % on the value of actual quantum of work executed at tendered rates.

15. WHOM TO CONTACT:

The Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** may be contacted for further information in the matter.

INFORMATION AND INSTRUCTION FOR TENDERERS UNDER

I. FOR SPECIAL ATTENTION:

Qualification schedule here under is invited in accordance with the PWD / HR & CE Procedure for Qualification of Tenderers.

II. MINIMUM CRITERIA FOR QUALIFICATION:

1(a). The Applicant in the same "NAME" and "STYLE" should have been in the Civil Engineering Construction field at least for the past "FIVE" years.

EVIDENCE TO BE PRODUCED:

- i. Audited Balance sheet with Chartered Accountant's Certificate for the past "**FIVE**" years in the case of individual Contractors, Partnership Firms, Private / Public Limited Companies.
- ii. Registered Partnership deed in the case of Partnership Firms.
- iii. Articles of Association and memorandum of Association registered with Registrar of Companies as per company act in the case of Private Limited Companies and Public Limited Companies.

1 (b). The Applicant should be registered contractor of Tamil Nadu State Public Works Department under Class I, as per revised classification with monetary limit above Rs.75.00 Lakhs (Rupees Seventy Five Lakhs) with proven track record.

EVIDENCE TO BE PRODUCED:

- i. Attested copy of the communication issued by the Registering Authority, registering the name of the Applicant as **Class I** Civil Contractor in Tamil Nadu State Public Works Department as per Revised Classification and Live Certificate

1 (c). The Applicant shall be solvent to a tune of at least Rs.30.00 Lakhs (Rupees Thirty Lakhs only) on immovable properties.

EVIDENCE TO BE PRODUCED :

- i. Revenue Solvency Certificate for not less than **Rs. 30.00 Lakhs (Rupees Thirty Lakhs only)** issued by Tahsildar concerned.
- ii. For the encumbrance certificate issued by the Registration Department on the properties listed out in the Solvency Certificate. Further Encumbrance Certificate should be produced for the period from the date of Solvency up to the date of invitation of tender without any break.

EVIDENCE TO BE PRODUCED:

- i. Income Tax Clearance Certificate issued by competent Income Tax Department officials valid for the current period, duly attested.
- ii. The Income Tax claimed and paid during the past "FIVE" years and the total contract amount received in the past "FIVE" years should have been indicated in the Income Tax Clearance Certificate.
- iii. Attested Copy of Registration Certificate showing the TNGST / CGST Number assigned by the Commercial Tax Department issued by the Competent State / Central Commercial Tax Department officials.
- iv. Attested Photocopy of the Sales Tax verification certificate issued by competent State / Central Commercial Tax Department officials.

1 (e). The Applicant should furnish the details of major building works and other civil works completed during the past "FIVE" years.

EVIDENCE TO BE PRODUCED:

List of major building works and other Civil Engineering Construction Works completed in the past Five years with full complete details such as

- (i) Name of Work
- (ii) Value of work
- (iii) Name of Employer
- (iv) Agreement Number
- (v) Period of Completion as stipulated in the agreement
- (vi) Time taken for completing the work
- (vii) Reasons for delay if any
- (viii) Type & Nature of work
- (ix) Certificate issued by the competent authority.

Details furnished without supporting certificates will not be considered.

2. The applicant should have satisfactorily completed at least one **"BUILDING"** work of similar nature with value not less than **Rs.216.00 Lakhs** (75 % of value of work) (Rupees Two hundred and Sixteen lakhs only) under a single agreement in any one of the preceding **"THREE"** years. For this purpose buildings like Industrial shed, workshop will not be considered.

EVIDENCE TO BE PRODUCED :

- i. Certificate issued by the Engineer-in-Charge- (Not below the rank of Executive Engineer / Project Engineer)- of the work clearly showing the following details.
 - a. Name of work
 - b. Location of the work -(Town / Taluk / State)-
 - c. Name / Designation of the Employer /Owner
 - d. Value of work - (As per Agreement)
 - e. Agreement Number
 - f. Stipulated period of contract as per agreement
 - g. Date of commencement of work
 - h. Date of actual completion of work
 - i. Reasons for delay in completing the work, if any
 - k. Actual value of work as per final payment made
 - l. Quality of work executed.
3. Annual turnover of the applicant shall be not less than **Rs. 431.00 Lakhs** (Rupees Four Hundred and Thirty One Lakhs only) [1.50 times of value of work] in any one of the preceding **"THREE"** years

EVIDENCE TO BE PRODUCED

- i. Audited Balance sheet, Profit and loss Account etc., duly certified by the Chartered Accountant for the preceding **"FIVE"** years.
- ii. The total contract amount received as shown in the Balance Sheets should have been reflected in the Income Tax Clearance Certificate also. In case if there is difference in the contract amount received as depicted in the Balance sheets and as furnished in the Income Tax Clearance

Certificate, lesser among the two figures alone will be taken for consideration.

4. The applicant should have a minimum issued and called up Share capital plus capital reserves equal to at least 20% of the value of work which prequalification tenders & price tender have been called for –(In this case 20% value of the work is **Rs 58.00 Lakhs (Rupees Fifty Eight Lakhs only)**)

EVIDENCE TO BE PRODUCED :

- i. Audited Balance Sheet for the preceding five years duly certified by the Chartered Accountant.
 - ii. The amount indicated in the Audited Balance Sheet as
 - a. Paid up Share Capital
 - b. Called up and subscribed share capital
 - c. Partner's Capital Account in the case of Partnership firm.
 - d. Individual Capital Account in the case of individual Contractors.
- AND
- e. Reserves and Surplus Available in Capital account alone will be taken as amount available as paid up share capital/called up share capital.

5. The applicant shall have working capital available at least sufficient to finance one – month current activity on the assumption that this work is awarded to the applicant, on being qualified.

Definition :

- a. Working capital means the amount available in the Bank Accounts of the applicant on the date of submission of application plus the unutilized amount of overdraft / credit facility extended to the applicant by the Nationalized / Scheduled Banks.
- b. One month current activity means, sum total of the value of the unfinished portion of works already committed by the applicant and being executed by the applicant–(outstanding value)-divided by the balance period available for completion of each of the committed works under execution plus the value of the work for which the qualification schedule & price tender is called for divided by the number of months stipulated for its completion.

- c Outstanding value of committed works means the total value of each project under execution minus the value of work completed as on the date of submission of qualification application.

Evidences / Documents to be produced:

- a). List of works already committed by the applicant and are in progress.
- b). Certificate–(for each of the committed works)- issued by the Engineer-in- charge–(Not below the rank of Executive Engineer / Project Engineer)- of the work, being executed by the applicant with the following details.
1. Name of work
 2. Name / designation of the Owner /Employer
 3. Agreement Number
 4. Total value of the work
 5. Period of completion stipulated in the agreement
 6. Date of commencement of the work
 7. Balance period available for completing the work
 8. Value of work so far completed.
 9. Value of Balance items of work to be completed.
 10. Physical Progress or stage of work
 11. Remarks
- c. Certificate issued by Bank / Banks / showing the amount available (on the date of submission of application) in the current Account / Savings Bank Account of the applicant.
- D.** Certificate issued by the Bank / Banks showing the limit up to which overdraft / credit facilities is extended to applicant and the overdraft / Credit facility availed by the applicant up to date and the unutilised overdraft / credit facility available.

NOTE :

Fixed Deposit in the name of the "Applicant" will also be considered for the purpose of working capital, on production of "Certificate" issued by the Respective Banks, clearly stating that the Fixed Deposits are available in the Name of the "Applicant" and the same are "Encumbrance Free" and can be readily "Encashable".

6. The applicant should not have any of his contracts terminated / rescinded due to breach of contract on the part of the applicant during the past "FIVE" years by any agency.

Evidence to be produced:

(i).Sworn in affidavit duly certified by Notary Public, is to be produced (Specimen appended) – in ten rupee Non-Judicial StampPaper.

7. The applicant shall have a Project Manager together with Site Engineers with B.E., (Civil) Degree in civil engineering or Diploma holders in Civil Engineeringwithminimumfieldexperience,notedagainsteach,availableas given below, exclusively for this work.

1	Project Manager	:	1 No. -(One Number) B.E., Degree in Civil Engineering with at least Ten years experience in executing similar works.
2.	Site Engineers:	:	1 Nos. -(One numbers) – B.E., Degree in Civil Engineering with at least five years experience
		:	2 Nos. -(Two numbers) Diploma in Civil Engineering with at least three years experience
		:	1 No . -(One number) Diploma in Electrical Engineering with at least three years experience
3.	Site Supervisor	:	1 No . -(One number) "C" Certificate holder with at least Three years experience

DOCUMENTS TO BE PRODUCED:

- i. List of Technically Qualified personnel under permanent / Regular employment available with the Applicant with details such as (a).Name (b). Qualification (c). Total Experience (d). Under regular Employment with the applicant since (e). Emoluments paid etc.,

- ii. List of Technical Personnel's to be deployed for this work along with their willingness & attested Xerox copy of the testimonials in support of the qualification of the personnel to be deployed.
 - iii. If required number of Technical Personnel's is not under Regular Employment of the applicant, Names, Qualification, Experience etc., of the Technical Personnel to be employed for this work along with their willingness and Xerox copy of the testimonials in support of the qualification of the Technical Personnel's proposed to be employed exclusively for this work should be furnished.
8. The applicant shall have the following minimum construction equipments Tools and Plants exclusively available for this work. – (Either own or under lease with the applicant)
- 1 Concrete Mixer Machine with Hopper : 2 Nos.– (Two Numbers)
 - 2 Vibrators : 2 Nos.–(Two Numbers)
 - 3 Dewatering pumps : 1 Nos. – (One Numbers)
 - 4 Lorry/Tipper : 1 Nos. – (One Numbers)
 - 5 Steel centering Materials to cover an : 1500 sq.m. (One Thousand and
area of Five Hundred square metres.)
 - 6 Mechanical spray set for curing : 2 Nos. (Two Numbers)
 - 7 Poclain or JCB : 1 Nos. (One Number)
 - 8 Mechanical Lift : 2 Nos. (Two Numbers)
 - 9. Mechanical hoist arrangements : 1 No. (One Number)

DOCUMENTS TO BE PRODUCED:

- i. Xerox copy of the R.C. Books for the Machineries / Vehicles owned by the applicant.
- ii. Sworn in Affidavit and Chartered Accountant's Certificate stating the details of equipments, tools and plants available with the applicant with make year of purchase, capacity, present working condition of the equipment etc.,

- iii. If the Tools and plants are proposed to be taken on lease or already on lease with the applicant, the source, from which the Tools and plants have been taken on lease or proposed to be taken on lease with proof, should be furnished in addition to the particulars in item-ii.

NOTE

1. If any of the information furnished by the applicant is found to be concealed or false at a later date, the contract will be terminated forthwith without prejudice to the rights thereon, consequent on termination and the contractor will be banned from business dealings.
2. All the documentary evidences should be stitched neatly (Spiral Binding should be avoided) and the pages should be serially numbered. Index of the Documents produced should be prepared and reference to page number of the documents produced should be furnished in the index.
3. The Qualification schedule evaluation shall be done on a **PASS or FAIL** basis against each of the above **8** (Eight) Criteria.
4. The evaluation will be done only based on the information, evidence, documents, Records, particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidences without any omission.
5. As far as possible, details shall be furnished in the schedules appended to this Application. If the space left is found insufficient, additional sheets may be attached to the schedules.
6. Photograph of the building works completed by the applicants may be pasted in thick white paper and produced along with the documents.
7. Brochures, Pamphlets etc, shall also be stitched along with the documents volume.
8. All applicants are cautioned that the Qualification schedule documents containing any deviation from the contractual terms and conditions, specifications or other requirements will be rejected as Non-Responsive and low performance reliability.

III. METHODS OF TENDERING:

- i. If the Qualification application is made by an individual, it should be signed by the individual, with his full name and his current address.

- ii. If the Qualification application is made by a sole Proprietary firm, it shall be signed by the proprietor along with his full name and full name of the firm with it's current address. Documents with regard to registration as firm by the Registrar of Firms should be produced.
- iii. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney)-for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.
- iv. If the Qualification Application is made by a "Limited Company" or a "Limited Corporation ", it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its existence along with the Qualification Application
- v. **QUALIFICATION APPLICATION FROM JOINT VENTURES ARE NOT ACCEPTABLE.**
- vi. All the signatures in the Qualification Application and all the signatures in the Documents produced **Shall be dated.**
- vii. All the originals of the documentary evidences shall be produced, if asked for, for verification at the time of opening of Qualification schedule.

IV. CAPABILITY OF APPLICANT:

The Applicant shall include with the Qualification schedule, details in the prescribed proforma vide schedule "A" to "H".

- i. Schedule 'A' - Structure and Organization.
- ii. Schedule 'B' -Financial Capability Statement
- iii. Schedule 'C' - Plant and Equipments
- iv. Schedule 'D1, D2 & D3'- Work experience (Works completed & Works in progress)
- v. Schedule 'E' - Abandonment of Work
- vi. Schedule 'F' -Affidavit
- vi. Schedule 'G' -Undertaking
- viii. Schedule 'H' - Details of Technical Personnel under Regular Employment with the Applicant.

**V. OPENING OF QUALIFICATION SCHEDULE & PRICE TENDER
SCHEDULE**

- i. Qualification schedule & Price Tender schedule will be received in sealed cover (Separately) upto 15.30 Hours on **12.08.2022** Qualification schedule will be opened on the same day at 16.00 hours by the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** in the presence of the applicant or their authorized representatives.
- ii. Authorized representatives (who should produce the authorization issued by the Firm / Company) who choose to be present.
- iii. Then qualification schedule cover received will only be opened and evaluated on a PASS or FAIL basis against each of the 8 (Eight) Criteria in Para II above.
- iv. The Qualification schedule and Price Tender Schedule received belatedly on account of any reasons whatsoever will not be opened or considered and will be returned unopened to the applicant.
- v. Telegraphic Applications will not be pertained.
- vi. The date of opening of Price tender will be notified to the qualified applicants after evaluation of qualification schedule well in advance.

**Dated signature of the
Applicant With seal**

EXECUTIVE OFFICER,
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

Schedule "A"
STRUCTURE AND ORGANISATION

- 1** Name of the Applicant :
- 2** Status :
 - Individual contractor :
 - Sole proprietary Firm :
 - Firm in Partnership :
 - Private Limited company :
 - Public Limited Company :
- 3** Head office/Registered office address with phone / Telex / Fax Number. :
- 4** Regional office a
- 5**
- 6** ddress with phone/ Telex/ Fax Number. :
- 7** Local office (if any) address with phone/ Telex / Fax Number. :
- 8** Field of activity of the Applicant as per deed :
- 9** Country and year of incorporation. :
- 10** Main line of Business :
- 11** Name, position, status, capacity etc., of the Key personnel/Directors of the company. (Attach organisation chart showing the structure of the company/firm) :
- 12** Name, capacity and address of the signatory who has signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed / Memorandum of Association) in favour of the signatory to sign the Qualification Application Price Tender/ Agreement should be appended. :

Dated Signature of Applicant with Seal

SCHEDULE "B"
FINANCIAL CAPABILITY

- | | | | |
|-----------|--|---|--|
| 1 | Name and address of the Applicant | : | |
| 2 | Income Tax Permanent Account No. C.I.H.No. | : | |
| 3 | TNGST / CGST. Registration No. [| : | |
| 4 | Annual turnover as per Income Tax returns filed for the past five years | : | TAX year
2015-2016
2016-2017
2017-2018
2018-2019
2019-2020 |
| 5 | Annual turnover as per audited statement of account duly certified by the Chartered Accountant during the Preceding Five years (Attach attested copy of balance sheets.) | : | TAX year
2015-2016
2016-2017
2017-2018
2018-2019
2019-2020 |
| 6 | Financial Position | | |
| | i. Cash in hand. | : | |
| | ii Cash in Bank/ Banks. | : | |
| | iii Current Assets. | : | |
| | iv Current Liabilities. | : | |
| | v Working capital. | : | |
| | vi Networth. | : | |
| 7 | Outstanding value of works already committed and in progress and time left for completion. (Details for each work to be furnished separately). | | |
| 8 | Amount available in capital Account: | | |
| | (i) Paid up share capital of (Partners or shareholders) | | |
| | (ii) Called up and subscribed share capital | | |
| | (iii) Reserves under capital account. | | |
| | (iv) Surplus under capital account. | | |
| 9 | Net profit before tax during the preceding five years. | : | TAX

2015-2016
2016-2017
2017-2018
2018-2019
2019-2020 |
| | year | | |
| 10 | Applicant's Financial arrangements. | | |
| | (a) Own resources. | | 2015-2016 |
| | (b) Bank credits / Over Draft. | | 2016-2017 |
| | (c) Other source (Specify the source) | | 2017-2018 |
| | | | 2018-2019 |
| | | | 2019-2020 |

Dated Signature of Applicant with Seal

SCHEDULE "C"

DETAILS OF CONSTRUCTION EQUIPMENT, TOOLS & PLANTS, VEHICLES THAT COULD BE DEPENDENT EXCLUSIVELY FOR THIS WORK

NAME OF APPLICANT:

Name of equipment / Tools & Plants / Vehicles	Total requirement for this work	Equipment owned by the Applicant			Equipments currently under lease, available with the Applicant			Equipments proposed to be taken on lease		
		Number	Year of Purchase Make & Capacity	Present working condition	Number	Year of Manufacture, Make & Capacity	Present working condition	Number	Year of Manufacture, Make & Capacity	Present working condition
Concrete mixer with pump	2 Nos.									
Generator	2 Nos.									
Watering Pumps	1 No.									
Truck / Tipper	1 Nos.									
Land leveling materials over an area of	1500 Sq.m.									
Mechanical spray set for painting	2 Nos.									
Excavator or JCB	1 No.									
Mechanical Lift	2 Nos									
Mechanical hoist arrangements	1 No.									
Other tools & Plants available with the Applicant (Details to be furnished)										

For the equipments currently under lease with the Applicant, Date of expiry of lease period shall be furnished.

Dated Signature of applicant with Seal

SCHEDULE "D-
1"WORKEXPERIENCE

OF CIVIL ENGINEERING CONSTRUCTION WORKS COMPLETED IN THE PRECEDING FIVE YEARS

DETAILS OF APPLICANT:

Name of work with location (Town / State)	Value of the work Rs.	Name of the Employer	Agreement number	Period of completion stipulated in the agreement	Time actually taken to complete The work	Reasons for delay (if any)	Type & nature of the work	Remarks

a) Details of original construction works alone should be furnished. Repairs/
Improvements to existing structures should not be included.

Dated signature of the Applicant withS

SCHEDULE "D-2"

**A)DETAILSOFSIMILARBUILDINGWORKSCOSTINGMORETHANRs.561.00LAKHSUNDER
SINGLEAGREEMENTCOMPLETEDINTHEPRECEDINGFIVEYEARS.**

NAME OF APPLICANT:

Name of work	Location Village / Town / Taluk / District / State.	Name and designation of the employer / owner	Value of work as per Agreement Rs.	Agreement Number	Stipulated period of contract as per agreement	Date of commencement of the work	Date of actual completion of work	Reasons for delay in completion (If any)	Actual value of work executed as per final payment	Quality of work done

a)CertificateissuedbytheEngineer-in-charge(notbelowtherankofExecutiveEngineer/ Project Engineer.)
of each of the work is to be appended.

Dated Signature of the applicant with Seal.

SCHEDULE "D-3"

NAME OF APPLICANT:

	Sl.No.
	Name of work with location
	Name / Designation of the employer or owner
	Agreement number
	Total value of the work as per agreement Rs.
	Period of completion stipulated in the agreement
	Date of commencement of the work
	Balance period available for completing the remaining portion of the work
	Value of work so far completed Rs.
	Value of Balance items of work to be completed Rs.
	Physical progress or stage of work
	Remarks

Note:-

Certificate for each of the committed works in Progress issued by the Engineer-in-charge (Not below the Rank of Executive Engineer /Project Engineer.) With all the aboved etails should be appended.

DatedSignatureoftheapplicantwithSeal.

SCHEDULE "E"

**INFORMATION REGARDING CURRENT LITIGATION /
DEBARRING/EXPELLING OF APPLICANT OR ABANDONMENT OF
WORK BY THE APPLICANT**

- | | | | |
|----|------|---|---------|
| 1. | (a) | Is the Applicant currently involved in any Arbitration/ litigation relating to the contract works. | Yes/ No |
| | (b) | If Yes, Details thereon | |
| | | | |
| 2. | (a) | Has the Applicant or any of it's constituent partners been Debarred/ Expelled by any agency during the last "Five" Years | Yes/No |
| | (b). | If Yes, Details thereon | |
| | | | |
| 3. | (a) | Has the Applicant or any of it's constituent Partners failed to complete, any contract work during the past "Five" years. | Yes/No |
| | (b). | If yes, give details thereon. | |

Dated signature of Applicant with seal.

Note: If any information in this schedule is found to be incorrect or concealed, the Qualification Application will be summarily rejected & price tender will not be opened.

SCHEDULE "F"

AFFIDAVIT

**(To be furnished in a Twenty Rupees Non-Judicial stamp
paper duly certified by Notary Public)**

1. I /We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my knowledge.
2. I /We the undersigned do hereby certify that neither my/our firm/company nor any of it's constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last "Five"years.
3. I /We the undersigned do hereby certify that any of the contract awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last "Five"years.
4. I / we the undersigned authorize (s) and request (s) any bank/person/firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District."** to verify the statement made by me/ us or to assess my/ our competence and general reputation.
5. I / we the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me/us may be requested by the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District."** and agree(s) to furnish such information/ clarification within "SEVEN" Days from the date of receipt of such request from **the Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District."**

Dated Signature of Applicant with seal:

To be signed by the officer authorized by the Firm / company to sign on behalf of the Firm/ company with company's seal)

Note:-In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/company)

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me on this day of.....

(Seal)

(Signature of the Notary Public)

SCHEDULE "G"

UNDER TAKING

Under taking should be furnished in a Twenty Rupees Non-Judicial stamp paper with the Qualification Application and certified by the Notary public.

I/We

the applicant do

hereby undertake that I/ we will abide by the terms and conditions if any modified by the Government in the contract conditions subsequent to submission of Qualificationschedule/Pricetenderorsubsequenttoexecutionoftheagreement.

Place:

Date:

Signature of the applicant with
Seal

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed beforeme.....
.....on this day of

Place:

Date:

Signature of the Notary Public with Seal.

SCHEDULE "H"

DetailsofTechnicalPersonnelUnderregularemploymentoftheapplicantwhocanbemadeavailableexclusively for thiswork

Name of Applicant:

Sl. No.	Designation	Name	Educational Qualification	Under regular employment with Applicant since.	Total span of experience	Salary being paid	Remarks
1.	Project Manager - B.E. Civil with atleast10yearsexperience.) – 1No.						
2.	Site Engineers.						
(a)	B.E., Degree in Civil Engineering (with atleast 5 years experience) - 3 Nos						
(b)	DiplomainCivilEngineering(with atleast 3 yearsexperience) 4 Nos.						
(c)	DiplomainElectricalEngineering (withatleast3yearsexperience) 1 No.						
(d)	Site Supervisor "C" Certificate holder with atleast 3 year experience.						
3.	Number of skilled workmen available						
4.	Number of unskilled workmen available						

Dated Signature of applicant with Seal.



**GOVERNMENT OF TAMILNADU
HINDU RELIGIOUS AND CHARITABLE
ENDOWMENTS**

**Office of the Executive Officer, ARULMIGHU
VATHALAI NACHIAMMAN TEMPLE,
KANDAMANGALAM Village, BUDHALUR
TALUK, THANJAVUR DISTRICT.**

TENDERDOCUMENT

Name of work

: Construction of Marriage Hall In
Arulmigu Vathalai
Natchiamman Temple,
Kandamangalam Village,
Budhalur Taluk, Thanjavur
District

EMD

: **Rs. 1,54,000/-**

Tender should be submitted on
or before **3.30 pm**.

: **12.08.2022**

ANNEXURE

PARTICULARS TO BE FURNISHED BY THE TENDERER

1. Name of the tenderer and address :
2. Name of work
3. Date of tender :
4. Total value of tender :
5. Details about E.M.D. enclosed for this tender and its validity : Including the Goods and Services Tax (GST) Amount
6. Registered class of the tenderer with monetary limit and department in which registered. Certified copy of the registration should be attached. :
7. Recent work (details about name and place of work, value of the work etc., should be furnished) :
8. Works under execution (details about name and place of work, value of the work etc., should be furnished) :
9. Command of labour in brief :
10. Turnover of previous year (Particulars for a period of three consecutive years to be furnished) :
11. Whether Income Tax clearance certificate is enclosed. If not, when it will be produced? :
12. (i) GST Registration Number :
(ii) Whether GST clearance certificate is enclosed? If not, when it will be produced? :
:

13. TECHNICAL ASSISTANTDETAILS

1. Name :

Qualification certificate

Experience certificate :

2. Name :

Qualification certificate

Experience certificate :

OR

1. Name :

If retired Civil Engineer,

Designation and date of

retirement (copy to be enclosed) :

14. Anyotherdetails :

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

DECLARATION TO BE GIVEN BY THE UNEMPLOYED ENGINEER

1. Name :
2. Address :
3. Age :
4. Nativeplace :
5. District :
6. Qualification :
7. Yearofpassing :
8. No. of yearsofemployment :
9. Name of the Division in which
registered as an unemployed Engineer :
10. Date of registration :
11. Class of contractor :
Monetary Limit
12. Previous experience in year
a) Irrigation b) Headworks
c) Building d) Bridges
e) Others

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

Contracts	Name of work	Value of work	Period of work	Nomination of tender
(1)	(2)	(3)	(4)	(5)

13. Annual turnover for first three years :
14. Solvency / Immovable/Cash :
15. Tools and Plant owned :
16. Was there any default in full filling terms
of contract and result and penal action :
17. Special remarks if any :

Station :
Date :

Signature and name of the
Unemployed Engineer

**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 with 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 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 Indra vikas 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 Indra vikas patras and 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 (equivalent to 2% of the contract value including GST Amount)

The Security Deposit can be paid to the contractor asking them to invest the amount so paid in small savings scripts and to hand over to the Executive 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 **(G.O.Ms.No.283/PW(G2)Dept./Dt.21.05.99)**.

Contractor

EXECUTIVE OFFICER,
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

4. WITHHELD AMOUNT:

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

5. CLAIMS OF CONTRACTORS ON ACCOUNT OF LOSSES DUE TO UNPRECEDENTED FLOODS AND OTHER ACTS OF GOD:

The work executed by the contractor under this contract shall be maintained at the contractor's risk until the work is taken over by the Executive Officer. The Government or the temple administration 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.

6. 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.

7. 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.

8. 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 be retained with the Government for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers 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 or 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).**

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

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

And the balance 2½% will be retained for a period of one year reckoned from the date of completion of the work, as all defects shall have been made good according to the true intent and meaning hereof, whichever shall happen last

The retention money of 2½% including GST (Two and a Half Percent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the Bidder without interest after the defects liabilities attached to the contract is over.

Contractor

EXECUTIVE OFFICER,
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

GOVERNMENT OF TAMILNADU

HINDU RELIGIOUS AND CHARITABLE ENDOWMENTS DEPARTMENT

**Office of the Executive Officer, Arulmigu Agastheeswarar Temple,
Vellipalayam, Nagapattinam District.**

Name of work: "Construction of Marriage Hall In Arulmigu Vathalai
Natchiamman Temple, Kandamangalam
Village, Budhalur Taluk, Thanjavur District

Last Date for receipt of tender : **12.08.2022 up to 3.00pm**

Date and time of opening : **12.08-2022 at 3.30pm**

E.M.D. to be remitted : **Rs.1,54,000/- (Rupees One Lakhs
Fifty Four Thousand only) EMD
including GST12%**

Mode of E.M.D. to remitted: In the shape of Demand draft of the Nationalized and Scheduled banks drawn in favour of **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** and National Saving script / Deposit / Accounts of postal Department pledged in favour of the Executive Officer, **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.**

Note :

1. The tender document and E.M.D. should be enclosed and covered with sealed. Tenders not submitted in sealed cover will be summarily rejected.
2. The rate in words and figures for each item of schedule should be furnished by the tenderer without fail in appropriate columns. Corrections scribbling overwriting and erasing (should be avoided as far as possible) should be attested by the contractor.
3. 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 theItem.
4. 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 andfigures.
5. The Tenderer shall quote the rates and prices (both in figures and words) for all the items of the Works described in the Bill of Quantities including taxes along with sum of the quoted tender value including taxesat the end (both in figures andwords).
6. The Tenderer shall quote the rates including taxes for the quantity and units specified under matric units underschedule.

Contractor

EXECUTIVE OFFICER
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

FOR SPECIAL ATTENTION OF THE TENDERER

1. Proof of registration with P.W.D. as a contractor shall be attached with the tender.
2. Current Income Tax clearance certificate shall be enclosed with the tender,
3. The Tenderer should furnish the, **Copy of Goods and Services Tax (GST) Registration No.**
4. E.M.D. will be accepted in the shape of chalan, Deposit at call receipt, Demand Draft of the Nationalized and Scheduled banks drawn in the name of the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** concerned and National Saving Scrip/Deposit/Accounts of Postal Department pledged in favor of the Executive Officer concerned Indravikaspatrias are acceptable. The tenderer should write in the back of Indravikaspatrias his name and address. He should also give an undertaking to the Executive Officer in writing that the Indravikaspatrias bearing relevant register number are submitted as E.M.D. No other mode of payment will be accepted.
5. The successful tenderer should convert the E.M.D. already deposited and additional security deposit if any required for the fulfillment of contract into National Savings Certificates / Accounts pledged in favour of the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.**
6. The following particulars shall also be furnished by the contractor along with the tender.
 - a) List of details of works executed by the contractor with their value.
 - b) A list of details of work under execution by the contractor with their values.
 - c) Annual turnover of the last one year (necessary certificate to the effect issued by the respective bank shall be attached)
7. The tender documents will be issued to the contractors registered with Public Works Department in the appropriate class.

Contractor

EXECUTIVE OFFICER
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

SPECIAL INSTRUCTION TO THE TENDERERS

1. The Tenderer should carefully go through the tender schedule and quote their rates for all items.
2. The rates should be filled in neatly in figures and in words and taking into account the metric units specified in the tender, scribbling, over writings and erasing should be avoided as far as possible.
3. The amount of each item of work should be worked out. Proper care must be taken in working out the amount of each item of work taking into account the unit for which the rate is quoted and the quantity of work to be done under the item.
4. The total for each page should be arrived at and, carried out to every page and the grand total value of work should be worked out and shown at the end. The Tenderer shall quote the rates and prices (both in figures and words) for all the items of the Works described in the Bill of Quantities.
5. The tender should be submitted along with a covering letter giving full details, as called for in the tender notice together with the copy of letter registering them into the appropriate class.
6. In case the tenderers who are eligible for confessional Earnest Money Deposit and accordingly they should furnish the reference No. and date in which the concession was granted to them a copy of the a fore said reference may be enclosed along with the tender for ready reference.
7. Income tax clearance certificate for the current year should be submitted along with the tender or the tender in which the IncomeTax clearance certificate for the current year was submitted to this office should be specified.
8. Details of previous work done by the Tenderers covering the cost of the work, the agreement, No. date, department in which the work was carried out, etc., should be furnished so as to assess the previous experience of the tenderers. Year wise details should be furnished so as to see that these tenderers have minimum experience of major building.
9. List of various machinery and other equipments at the tenderers disposal for use in the execution of the work, should be furnished.
10. The TENDER form should be filled in while submitted the tender. The tenders submitted without filling up the tender form are liable to be rejected.
11. The tender must be submitted in a sealed foolscaps cover duly signing all the conditions.

Contractor

EXECUTIVE OFFICER

Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

**APPENDIX - 1
TENDER NOTICE**

(As amended in CO. M.S. No. 618/PW. Dt. 30.04.85)

on behalf of the Governor of Tamilnadu, Tenders will be received by the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District** at his office up to **3.00 PM on 12.11.2018** for the work of "Construction for Marriage Hall For Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District "

The tenders should be in the prescribed form obtainable from the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District. The tenders will be opened by the Executive Officer at 3.30 P.M.** on the same day at the place aforementioned.

1. The tenderers or their agents are expected to be present at the. time of opening of tenders. The tender receiving officer will on opening each tender prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. If any of the tenderers or their agents finds it inconvenient to be present at the time, then in such a case, the tender receiving officer will on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tender shall then accept the statement of the corrections with out any question what so ever.
2. Tenders must be submitted in sealed covers and should be addressed to the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** the name of the tenderer and name of the work being noted on the Cover. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by firm it shall be signed with the co partnership, name by a member of the firm who shall also sign his 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 authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.
3. Each tenderer must also send a certificate of Income Tax Verification from the appropriate Income Tax authority in the form prescribed therefore. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.
4. In the case of proprietary or partner firm it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case maybe.
5. All tenders received without a certificate aforementioned will be summarily rejected.

6. Each tender must pay an Earnest Money, Deposit a sum of **Rs. 2,00,550/- (Rupees Two Lakhs Five Hundred and Fifty Only)** either in the form of N.S.C. pledged in favour of the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandanallam Village, Budhalur Taluk, Thanjavur District.** or in any other form as may be approved by the State Govt. from time to time as per para 155 of T.N.P.W.D. Code. This E.M.D. will be refunded to the unsuccessful tenderer on application after intimation is sent of rejection of the tender or at the expiration of three months from the date of tender whichever is earlier. The fund will be authorized by the Executive Officer. The E.M.D. will not be received in cash or currency.
7. The EMD should be remitted in the shape of Small savings scripts, Deposits, Pass Books NSC KVP. If the Earnest money is remitted in the shape of National savings certificates and KVP., it must be Pledged in favour of the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandanallam Village, Budhalur Taluk, Thanjavur District. If the EMD in the shape of NSC or KVP is not pledged in favour of Executive Officer, the tender will be summarily rejected.**
8. **The EMD will not carry any interest. It will be dealt with as provided in the tender.**
9. The acceptance of EMD in various approved forms duly pledged in favour of the Joint Commissioner/Executive Officer A/M Mariamman Temple, Samayapuram is subject to the specific condition that the successful tenderer should pay the Security Deposit including EMD in the form of small savings scrip. Deposits account in lieu of other mode of payment made for EMD before acceptance of the tender.
10. The tender will remain valid for a period of 90 days from the last date of receipt of tender. The validity period can be extended further if the contractor gives his consent in writing specifying the period of extension.
 - i) The tenderer whose tender is under consideration, shall attend the Executive Officer's office before the end of the period specified by written intimation to him. In case, the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith upon intimation being given to him of acceptance of his tender, by the officer duly authorized in his behalf under article 299(1) of the constitution hereinafter called "The accepting authority," make security deposit of 2% of the value of contract in one of the forms prescribed in Tamil Nadu Public Works Account Code (ie) by taking into account of the amount of EMD already deposited with the tender it would be sufficient to pay the balance amount to make up the 2% of the value of contract for the purpose of Security deposit. However, the security deposit of one percent of the estimate cost of work can be deposited as one time deposit by the contractor. The security deposit together with Earned Money Deposit and the amount withheld according to clause 64-1 of General conditions of Contract shall be retained as Security for the fulfilment of contract. If a cash Security Deposit is made by the contractor, he shall follow the procedure laid down in the preceding paragraph for payment of Earnest Money Deposit and such deposit shall not bear interest
 - ii) An additional Security deposit of 1 % of the value of the contract in one of the forms prescribed above will be remitted by the successful tenderer, if called for by the tender finalizing authority.
 - iii) On receipt of written communication of acceptance of tender, if the tenderer fails to pay the 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 Govt.

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

- iv) It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender by the tenderer the re-emerges valid contract between the Governor of Tamil Nadu and the tenderer, for execution of the work without any separate written agreement. For this purpose the tender documents ie., tender notice, tender offered by the contractor, General Conditions of Contract, special conditions to the contract, correspondence, written communication of acceptance of tender etc., shall constitute a valid contract and that will be foundation of the rights of the both the parties to the contract.

Provided that it shall be open to the accepting authority to insist execution of any written agreement by the tenderer, if administratively considered necessary or expedient.

11. The tenderer shall examine closely the Tamil Nadu Building practice and also the General Conditions of Contract contained therein, and sign the divisional office copy of the Tamil Nadu Bldg., Practice and its addenda volume in token of such study before submitting his tender unit rates, which shall be for finished work in situ. He shall also carefully study the drawing and addl. specifications and all the documents connected with the contract. The Tamilnadu Bldg., 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 11.00 a.m. and 5.00p.m. on office, days in the office of **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandanangalam Village, Budhalur Taluk, Thanjavur District.** A copy of the set of contract documents can also be had on payment of **Rs. 15,000/- Plus Rs.2,700/-including the Goods and Service Tax (GST)** for each set inclusive of GST.
12. The tenderers attention is directed to the requirement for materials under the clause "Materials and workmanship" in the General Conditions of Contract. Materials conforming to the ISI. Standards shall be used on the work, and the tenderer shall quote his rates accordingly.
13. 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 name of quarries and kiln etc. where from certain materials are to be obtained will be given in the descriptive specification 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 specification. Samples of materials as called for in the standard specification or in the tender notice or as required by the Executive Engineer shall be submitted for Executive Engineer's approval before the supply to site of work is begun. If the contractor after examination of the source of materials defined in the descriptive specification sheet is of the opinion that materials complying with the standard or other specification of the contract cannot be obtained in quality or sufficient quantity, from the source defined in the descriptive specification sheet, he shall so state in his tender and state where from he intends to obtain materials, subject to the approval of the Joint Commissioner/Executive Officer.
14. The Govt. or the temple administration will not, however, after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the "General Conditions of Contract" regarding payment of seignior age tolls etc.
15. The tenderer's particular attention is drawn to the sections and clause in the General Conditions of Contract dealing with.
1. Test, Inspection and rejection of defective materials and work.
 2. Carriage
 3. Construction plant
 4. Water and Lighting
 5. Cleaning up during progress and for delivery
 6. Accidents
 7. Delays
 8. Particulars of payment.

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

16. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Govt. does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions deduction or additions at the discretion of the **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandanangalam Village, Budhalur Taluk, Thanjavur District.** as set forth in the conditions of contract. The tenderer will, however base his lumpsum tender on this schedule of quantities. He should quote specific rates for each item in the schedule and the rates should be in rupees and in sums of five paise. The rates should be written both in words and figures and the units words. The tenderer should also show the totals of each item and the grand total of the whole contract and quote in the tender a lumpsum of which he will undertake to do the whole work subject to the conditions of contract such lumpsum agreeing with the total amount of Schedule A. The schedule accompanying the lumpsum tender shall be written legibly and free from erasures, overwritings, or conversion of

figures. Corrections, where unavoidable should be made by crossing out, initialing dating and rewriting.

17. Tenderers offering a percentage deduction from or increase on the estimate amount except in the case of tender for maintenance and repair works called for specifically under percentage rate tender system and those not submitted in proper form or in due time will be rejected.
18. The tenderer should workout his own rates, without reference being made to the Public Works Dept. schedule of rates or the public works department estimate. However in case of tenders called for under % rate tender system the tenderer should workout his own rate but quote his percentage rate above or below the total estimated cost of the work of the department indicated in the tenderschedule.
19. The price at which and the sources from which certain particular materials shall be obtained by the contractor are given at the end of the schedule accompanying the tender form. Tenderer must accept the materials at these prices and shall quote their price for finished works accordingly. Not with standing any subsequent change in the market value for these materials, the charges to the contractor will remain as originally entered in the written contract. No centage or incidental charges will be borne by the temple in connection with thissupply.
20. The attention of the tenderer is directed to the contract requirements as to the time of beginning of work the rate of progress and the dates for the completion of the whole work and several parts. The following rate of progress and proportionate value of works done from time to time as will be indicated by the Executive Officer certificates of the value of work done will be required. Date of commencement of the programmewill be the date on which the site (or Premises) is handed over to thecontractor.

Period after date of Commencement	Percentage of work complete (Based on contract lump sum amount)
1st Month	5%
2nd Month	10%
3rd Month	15%
4th Month	20%
5th Month	25%
6th Month	30%
7th Month	35%
8th Month	40%
9th Month	45%
10th Month	50%
11th Month	60%
12th Month	70%
13th Month	75%
14th Month	80%
15th Month	85%
16th Month	90%
17th Month	95%
18th Month	100%
(Total EighteenMonths)	

Note : The period to be entered in col. 1 for the purpose of following the rate of progress may be fixed by the Joint Commissioner / Executive Officer to suit each case.

21. No part of the contract shall be sub-let without written permission of the Executive Officer nor shall transfer be made by power of attorney, authorising others to receive payment on the contractor's behalf.
22. If further necessary information is required the Executive Officer of the division will furnish such but it must be clearly understood that tenders must be received in order and according to instructions.
23. The Executive Officer or other sanctioning authority reserves the right to reject any tender or all the tenders.
24. The tenderers who are themselves not professionally qualified shall undertake to employ Qualified technical men at their cost to look after the work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical men required by the department specified in the schedule below for the work. In case the selected tenderer is professionally qualified or has undertaken to employ technical men under him, he should see that one of the technically qualified men is always at the site of the work during working hours personally checking all items of works and paying extra attention to such works as may demand special attention (e.g.) reinforced concrete work etc.

(The norms for the employment of Technical Assistant and penalty for non-employment of such technical Assistant etc, is furnished in the form at below)

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

- | | |
|---|---|
| 1. From one to Rs. 5.00 Lakhs | 1) One Diploma Holder in Civil Engineering
(or) |
| <ul style="list-style-type: none"> • Not less than one retired Junior Engineer | |
| 2. From Rs. 5 to 10 lakhs | 1) 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 to25lakhs

- 1) 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)
 - NotlessthanoneretiredSub-Divisional Officer plus one Diploma holder in Civil Engg.
(or)
- 4) Two diploma holder in Civli Engg. With 3 and 5 years experience respectively.

4.From Rs. 25 to50lakhs

- 1) One B.E., Civil with 3 years experience plus two diploma holders in Civil Engg.
(or)
- 2) One B.E., (Civil) with 3 years experience plus two retired Junior Engineers.
(or)
- 3) Equivalent degree holder with 3 years experience plus two Diploma holders in Civil Engg. Or Two retired Junior Engineers
(or)
- 4) 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 JuniorEngineers

5.Above Rs.50Lakhs

- 1) To be examined in individual cases depending upon the nature of work and the technical skill involved and defined in the tender notice regarding the No. of qualified technical personnel to be employed by the contractor

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 Joint Commissioner / Executive Officer, the employment of Technical Assistant is not required for the due fulfillment of theContract.

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 Registers 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 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.

11. Deleted.

12. A tenderer submitting a tender which the tender accepting authority considers excessive and/or indicative of the insufficient knowledge of current prices or definite attempt at 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 a private purchaser under the provision of clauses 8 of hoarding and profiteering prevention ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

13. The contractor should offer employment to ex-toddy tappers as far as possible.

Note: *This paragraph should be scored out if the cost of work involved is less than Rs, 10, 000/-*

14. In the case of contracts for construction of buildings either permanent or semi permanent buildings, assume equivalent to 21/2% of the value of work done will be retained with the Govt. for a period of one year reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so retained with the Govt. will be refunded only on the expiry of one year period referred to above and on execution of Indemnity bond by the contractor for a further period of four years. The contractor shall be liable to set right all the defects arising out of his faulty execution or sub standard work noticed during the above five years period at his cost.

15. 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) Organisation
 - (i) Technical & (ii) Unskilled

16. 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.

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

18. The Tenderer shall quote the rates and prices (both in figures and words) for all the items of the Works described in the Bill of Quantities along with sum of the quoted tender value **including taxes** at the end (both in figures and words)..

19. 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 Officer. 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.

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

Contractor

EXECUTIVE OFFICER

Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

II. TENDER

To

His Excellency the Governor of Tamilnadu,
represented by the
Executive Officer,
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

1. 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 Circle/Division 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 (in figures _____ and words) _____ 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

I/We being a registered PWD contractor 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) (a) I/We enclose herewith a chalan for the payment of the sum of Rs. (to be entered in words and figures) as Earnest Money not to bear interest.

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

(i) (c) in lieu of cash

I/We..... have enclosed a.....
bearing No Date
issued by.....
for a value of Rs.....

drawn/enclosed /pledged in favour of the **Executive Officer, Arulmigu
Vathalai Natchiamman Temple, Kandamangalam Village,
Budhalur Taluk, Thanjavur District.**

(i)(d) I am / We are.....

and hence exempted from payment of E.M.D.

6. If my/our tender is not accepted this sum shall be returned to me/us on my/our applications when intimation is sent to me/us of rejection or at the expiration of three months from the date of this tender whichever is earlier. If tender is accepted, the Earnest Money shall be retained by the Govt. as security for the due fulfilment of contract. If upon intimations being given to me/us by the authority authorised by the Governor under article 299 (1) of the constitution (hereinafter called the accepting authority) of acceptance of tender (I/We) fail to make the additional security Deposit, then I/We agree to the for feature of Earnest Money Deposit. Any notice required to be serve donmeorus here under shall be sufficiently serve donmeor us if delivered to meorus 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 issent.
7. I/We fully understand that on receipt of communication of acceptance of tender from the accepting authority, there emerges a valid contract between me/us and the Governor of Tamilnadu and the tender documents ie. Tender notice tender with schedules General Conditions of Contract and special conditions of the tender negotiation letters, communications of acceptance of tenders, shall constitute a contract for this purpose and be the foundation of rights of both the parties provided that it shall be open to accepting authority to insist on execution of any written Agreement by the tenderer, if administratively considered necessary orexpedit.
8. I/We have also signed the copy of Tamil Nadu 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 ScheduleA.
9. In consideration of the payment of Rupees or such of the sum as may be arrived at under the clause of the General conditions of contract, relating to payment of lumpsum basis or by final measurement at unit prices I/We agree subject to said conditions to execute and complete the works shown upon the said drawing serially from number I to inclusive (Schedule - B) and described in the specifications (Schedule - C) and to the extent of probable quantities shown in (Schedule - A) with such variations by way of alterations additions to or deductions from the said work and method of payment therefor as are provided for in the saidconditions.
- 10.(i) The term " Executive Officer " in the said condition shall mean the Hindu Religious and Charitable Endowment Department officer in charge of the **Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** having jurisdiction for the time being over the work who shall be competent to exercise all the powers and privileges reserved herein in favour of the Govt. with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorised under articles 299 (1) of the constitution.

11. I/We agree that the time shall be considered as the essence of the contract and I/We hereby agree to commence the work as soon as this contract is accepted by the competent authority as defined by the Tamilnadu Public Works Department code and the site (or premises) is handed over to me/us as provided for in the said conditions and agree to complete the work within **Eight (18) 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 full filled and performed to the satisfaction of 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 qualification are as follows.

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

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

14. I/we agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General Conditions of Contract shall be **Executive Officer, Arulmigu Vathalai Natchiamman Temple, Kandamangalam Village, Budhalur Taluk, Thanjavur District.** In case, the value of claim does not exceed Rs.50,000/-

Signature of the Contractor with Date

15. On behalf of the Governor of TamilNadu and as duly authorized by the Governor under article 299 (1) of the constitution the above tender for a value of Rs.
.....

is accepted on this day of

Signature and Designation

*Signature of Witness in full
and address with name in block letters*

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 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 Joint 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.

Item No	Probable Quantities	Class and Description work	T.N.E.B.P No or other special specification no if any	Rate World Figure	Unit Words	Amt figure
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VIDE SHEETS ATTACHED SEPARATELY

SCHEDULE -B

LIST OF DRAWINGS

Note: All drawings to be signed by the contractors as well as the officer entering into the contract.

SUPPLEMENTAL LIST

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
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1) SitePlan 2) Building Plan CA JobNo:						

Description Specification Sheet

item	Materials			
	1. Size alternative to Std. Specification size or size prescribed Mortar and concrete	Source from which item is to be obtained	Approximate lead	remarks
DELETED				

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 worksetc.

Name of the members of the technical staff to be employed	Qualification
1) Project Manager – B.E 1No.	B.E (Civil) 10 Years Experience
2) Site Engineer – B.E 3Nos.	B.E (Civil) 3 Years Experience
3) Site Engineer– D.C.E 4Nos.	DCE(Civil) 3 Years Experience
4) Site Engineer – D.C.E 1No.	DCE(Electrical) 3 Years Experience
5) Site Supervisor - 1No.	"C" Certificate Holder 3 years Experience

Note 1 : 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.

2. A penalty of Rs. 2,000/- per month for Diploma Holder and Rs. 5,000/- p.m. for Degree holder belevied in case of default on the part of the contractors as per norms fixed by the Government for employment of Technical Assistant.
3. The employment of Technical Assistant should be based only on the value of contract Engineers with Mechanica Engineering qualification and retired from Civil Engineering Departments are also suitable to supervisethecivilEngineeringworksbecauseoftheirexperienceinCivil Engineering Field.
4. In case of the contractor who isprofessionallyqualifiedisnotinapositiontoremainalwaysatthesiteof the work during hours personally checking all items of the work and paying extra attention to work as may demand special attention (eg) R.C.C. work etc. he should employ technically qualified men as prescribed for the works.
5. A movement register should be maintained for Technical Assistants employed by the Contractor or for the technically qualified Contractor. The Technical Assistants or Technically qualified contractors should note the arrival and the departure timings every day along with-their initials. Such register should be produced during inspection of the Inspecting Officer.
6. 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 if during such period in the opinion of the Executive Officer,the employment of Technical Assistants is not required for the due fulfilment of the contract.
7. 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.

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

Sl. No.	Designation	Name	Educational Qualification	Under regular employment with tenderer since	Total Span of experience	Salary being paid	Remarks
1	Site Engineers- 1 No.						
a)	(With degree qualification Nos. with at least 3 years experience)						
b)	Site Engineers- 2 Nos. (With Diploma qualification Nos. with at least 3 years experience)						

II. TENDER

1. Tenders with tampered seals will not be accepted.
2. Tenders in which the rates are not written in words will generally be rejected. In case of any discrepancy while expressing rates in words, the rate whichever is advantageous to Govt. will only be taken in to account. Tenders containing over writing, corrections which are not attested by the tenderers will be liable for rejection.
3. The contractor should satisfy himself about the availability of the various materials at the quarries specified in the tender schedule for the work before tendering. In case, the contractor feels any difficulty in procuring the material from the stipulated quarries he should make a special mention of the fact with details of the quarry / Quarries from which he proposes to bring the required materials for the work in the covering letter to accompany his tender. Any claim for payment of extra cost on account of increase in the lead for materials at the later stage will not be accepted.
4. In case it is found by the Departmental Officers that the contractor has brought any of the required materials from a quarry with lesser lead than that is specified in the schedule, proportionate deductions will be made from the contractors rate of payment for the finished work for the respective item / items of work.
5. A deduction of 2% will be made towards income Tax in every payment made to the contractor.
6. 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 Joint Commissioner/Executive Officer concerned Bank Guarantee for the Security deposit may be furnished vide G.O.No.283/PW(G2)Dept./dated 21.05.1999.
7. Irrevocable Bank Guarantee shall be accepted towards security deposit Retention money only G.O.No.283/PW(G2)Dept./Dated 21.05.1999.
8. 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 be deducted in respect of all other works

9. Percentage Tender Conditions:

One valuation 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,"

(As per the Office of Engineer - in - Chief, WRO and Chief Engineer (General), P.W.D. Chepauk, Chennai - 5. Circular Memo No. H.D.O. (A) / 65964 / 99.1, dt. 02.12.99).

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

SI.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.

SI.No.4:-As per GO Ms No.296, Finance (Salaries) Department, dt.09.10.2017, the entire GST of the supply will have to finally borne by the procuring entities.

SI.No.5:-

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

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. Theratesspecifiedinscheduleforthedifferentitemsofworksareforthefinishedwork.
4. All duties, taxes, and other levies, payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
5. 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 todo,thechargeswillbepaidasperactualplus10%.TheJointCommissioner/ExecutiveOfficerinchargeof the work will be the final authority to decide whether pumping is minoror heavy.
6. The payment for Earthwork will be made for embankment excluding the quantity of pebbles, boulders and other such materials which shall not normally be used along with the earth for formation of bund.
7. The cement concrete for reinforced cement concrete works shall be machine mixed.
8. The lime mortar shall be ground in mortar mill as per T.N.B.P.
9. 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 90cm of concrete is laid, it should be cured for three days before further concrete is laid.
10. 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.
11. PAINTING : Paint used for the work shall be of approved brand and colour.
12. 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.
13. 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 formworksshallbeprovidedtotheextentandareaorderedbytheExecutiveEngineerduringtheexecution.
14. The arrangements of steel rods for reinforcement for reinforced concrete works shall be in accordance with the working drawing supplied.

15. The Engineer-in-charge will be at liberty to carryout 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. Earth work : Each and every borrow bit will be individually marked by the Section Officer and in urgent cases by the Masteries incharge 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.
17. (a) The contractor should locate pits for earthwork in open places away from the old pits.
(b) No excavation shall be made inside of the tank bund nearer to the toe of the slope than twice the height of the bund and the point not on the outside of the bund than three times in the height of the bund, unless specifically approved by the Executive Engineer.
19. 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 un authorized ally, the contractor alone will be held fully responsible for consequences arising there from.
20. No borrow pit should be less than 45cm deep. Gap of 90cm should be allowed between any two consecutive pits. When the pits are excavated for more than 2m in width longitudinal than dues should be provided.
21. The contractor should not put in borrow pits for removal of earth on a haphazard/fashion and they should be put in the place and in such a manner as, may be directed by the officers in charge of the work. If any such un authorized pits are put ,the contractor will have to fill up the pits a this own cost.
22. A deduction of 20% and 10% will be made in the quantity of earth work measured for than dues and mutt us respectively and the amount on account of this deduction will be paid after satisfactory removal of Than dues and mutt us. If than dues and mutt us are not removed within a month from the date of check measurement by the Engineer-in-charge, the 20% and 10% deductions will be final and will not be revoked.
23. The contractor shall arrange for sectioning of the bank immediately after the work in each reach is completed. The final sectioning must be completed within 15 days after the completion of the work in the entire reach.
24. Payment for earthwork for New Banks
Payment for earth work for New Banks will be made as follows (i) Quantity as per pit measurement
(i) Quantity of New bank after whichever is lesser consolidation based on level

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IV. SUPPLY OF MATERIALS

1. The contractor's rate for the different items of work involving the use of cement are inclusive of the cost of Cement
2. The cement required for the work will be supplied by the contractor himself
3. The contractor should make his own arrangement at his own cost to take delivery of the cement from the dealer and to convey the same to his store shed at site of work. The stock of cement with contractors should be accessible to the Departmental Officers for verification at any time
4. To be procured from authorised stockiest and dealers with details of printing in the Cement bag as approved by ISI (Pozzolona Cement printed in red color and other Cement bags including OPC in black color)
5. All Cement quantity should be supplied in paper bags only at site of work.
6. Test certificate to be obtained from Government institution and Quasi Government institutions only by mentioning the name of work period of contract and should not be from private institutions.
7. The minimum content of cement is to be ensured in use for works as specified in IS : 450-1978 Table -19.

8a. TABLE - PHYSICAL CHARACTERISTIC REQUIREMENTS OF CEMENT (OPC)

Sl. No.	Characteristics	Requirements		
		33 Grade IS: 269-1989	43 Grade IS: 8112-1989	53 Grade IS : 12269-1989
1.	Minimum compressive strength in N/ Sq. mm 3 days 7 days 28 days	16 22 33	23 33 43	27 37 53
2.	Fineness (minimum) (Sq. m/Kg)	225	225	225
3.	Setting Time (minutes) Initial - (minimum) Final - (maximum)	30 600	30 600	30 600
4.	Soundness, Expansion Le Chatelier - (maximum) m m Autoclave Test (maximum) %	10 0.80	10 0.80	10 0.80

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**Engineer-In-chief, WRO & ChiefEngineer(General), Chepauk, Chennai-5. Circular
Memo No. AEE/TI/AE.I/40322/96, dt. 28.05.2002**

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

8.b. Cement Conditions:

The Procurement of cement of required specifications for the works subject to the followings.

- 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.
- B. The contractor shall procure in standard packing of 50Kg. Per bag bearing manufacturers. The contractor shall make necessary arrangement at his own cost to the satisfaction of Engineer-in- charge for actual weighment of random sample from the available stock and shall conform with the specification laid down by the Indian Standards Institution as the case may be cement shall be got tested for all the tests including through destructive and non-destructive test materials etc, as directed by the Engineer-in-charge in advance before the use of cement bags. In case test results indicate that the cement arranged by the contractor does not conform to the relevant code, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a day's time of written order from the Engineer-in-charge to do so.
- C. The employer will furnish air recreating agents and admixtures required to the Contractor free of cost at the employer stores. The use of such admixtures and agents shall be made as per the instructions of the Engineer-in-charge. The cost of Cartage / Storage, handling, batching mixing shall be borne by the Contractor and shall be included by him to unit officers tendered for concrete.
- D. The cement shall be brought at site in bulk of approximately 50 tones or as decided by the Engineers-in-charge for large works
- E. The Cement Go down of the capacity to store a minimum of 1000 bags of cement shall be constructed by the Contractor at site of work, for which no extra payment shall be made. The Contractor shall facilitate inspection of the Cement Go down by the Engineer-in-charge at any time.
- F. The Contractor shall further at all times satisfy the Engineer-in-charge on demand by production or records and test book or by submission of returns and other proofs asdirected that the cement is being used as tested and approved by the Engineer-in-charge for the purpose and the Contractor shall at all times, keeps his record up to date and enable the Engineers-in-charge to apply such checks as he may desire.
- G. Cement which has been unduly long in storage with the Contractor or alternatively has deteriorated due to inadequate storage and thus become unfit for use on the works will be rejected by the Department and no claim will be entertained. The Contractor shall forth with remove from the work area any cement the Engineer-in-charge may disallow for use of work and replace it by cement complying with the relevant Indian Standards

9. Steel required for the work will be supplied by the Contractor himself
10. 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.
11. 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.
12. Excessively rusted Steel rods should be rejected.
13. To be delivered at site of work and to be under the custody of contractor only.
14. Use of Steel rods shall conform to the structural designs approved for the work.
15. Steel supplied shall conform to standard specifications specified in Table: 16 of IS: 456-1978 as detailed below:
 - a) Mild Steel - Grade I of IS : 432/Part 1/1966.'
 - b) HYSD bars - IS : 1786 -1985/
 - c) Cold worked - IS : 786-1979 (Grade Fe415)
16. 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 authorised 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 Engineer 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 Millimetres	0.222
2)	8 Millimetres	0.395
3)	10 Millimetres	0.617
4)	12 Millimetres	0.888
5)	14 Millimetres	1.208
6)	16 Millimetres	1.578
7)	20 Millimetres	2.466
8)	25 Millimetres	3.853
9)	32 Millimetres	6.320

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CENTERING WORKS

17. Payments for centering works for all R.C.C. items shall be made only after concrete is laid, even though separate rate is called for, for centering work in the Schedule.
18. The contractor will be held responsible for the proper safe custody of all the Departmental materials which are handed over to the contractor until they are finally used on the work or taken over by the Department.
19. The shed for storing materials should be put up by the contractor at this own cost.

V. Special Conditions for Earthwork Excavation in Hard Rock Requiring Blasting

In the case of earth work excavation in hard rock requiring blasting the tenderer should observe the following conditions.

- a. The blasted rock shall be compactly stacked for measurement. The net quantity of blasted rock shall be arrived at by allowing a deduction of 40% for voids and compared with the pre-measured quantity and only the lesser of the Two shall be paid.

Where the rock other than hard rock and hard rock are mixed upon ground, the Two kinds of rocks shall be stacked separately for measurement. The net measurement of two kinds of rock shall be compared with the pre-measured quantity and only the lesser of the Two shall be paid for. If the total of net measurement of the two kinds of rock exceeds (or) falls short of the measurements of mixture, the volume of mixture proposed to be paid shall be apportioned in the proportion of the net actual measurements of stacks of the Two kinds of rocks.

- Note:
- i) 40% deduction for voids shall be adopted for compact and proper stacking but such percentage of deduction shall be increased for loose (or) improper stacks.
 - ii) The blasted rock material, stacked, measured and paid for shall become the property of the department.
 - iii) I.S. Code No. 1200 (Part I) 1969 method of measurement of buildings and Civil Engineering of work. Part I "Earthwork" may be referred as and when necessary.

1. Colours and Appearance: The colour and texture of the wearing layer shall be uniform throughout its thickness.
2. When specifying the tiles, the contractor should specifically indicate whether the chips to be used are from the smallest units 6mm from smallest upto 12mm or from the smallest upto 200mm size. The officers of the department shall also specify size of chips by referring the approximate photograph given in figure 4 to figures 6 in Indian Standard 1237/1959.

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 Engineer-in-charge shall accordingly also have access 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 Engineer - in - charge inspection test certificate supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which certificates are usually available.
- 3) The Executive Officer shall have power to reject at any stage, any work which be considered to be defective in quality of material or workmanship and he 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 in conformity 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 Engineer-in-charge. 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 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 there on and incidental there to shall be borne by the contractor.
- 5) In lieu of rejecting work **not** done in accordance with the contract, the 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 Engineer - in - charge, within such time as the Engineer-in-charge shall **name**, open for inspection any work covered up and should the contractor refuse or neglect to comply with such a request the Engineer - in - charge may employ other workmen to open up the same. If the said work has been covered up in contravention of the Engineer - in - charge instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of the Engineer - in - charge 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 Engineer - in - charge, the expenses aforesaid shall be borne by Government and shall be added to the contract sum, provided always that in the case of foundations, or any other urgent works so opened up and requiring immediate attention the Engineer - in - charge shall, within reasonable time after the receipt of a notice from the contractor that the work has been opened, make or cause the inspection thereof 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.

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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 Engineer - in - charge from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Engineer - in - charge shall, upon the directions in writing of the Engineer - in - charge and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost, unless the Engineer - in - charge shall decide that the contractor ought to be paid for the same at the rates agreed on such reduced or other rates, as the Engineer - in - charge may fix and in case of default, the Engineer - in - charge 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 PWD28.1.86)
- 3) Provided that in the event of Government taking over portions of the works as and when they are completed the liability of the contractor under this clause shall extend to a period of six months (or five years as the case may be) from the date of final taking over of the work irrespective of the actual dates on which portion of the works were over.

3. Joint Commissioner / Executive Officer Decision

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

4. Dismissal of workmen

- 1) The contractor shall employ in and about the execution of the works only such persons as are careful, skilled and experienced in their several trades and callings and the Engineer - in - charge 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 Engineer - in - charge 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 Engineer.

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GUIDELINES FOR ADDITION OF STRENGTH GRADING OF CONCRETE:

Plain and reinforced concrete have been graded according to the cube compressive strength and designated as M100, M150, M200, M250, M300 and M400 the designation of concrete the letter refers to the mix and the Number to the specified 28days work cube compressive strength of that mix expressed in Kg/cm².

Approximately the M.100 M150, M200 and M250 grades of concrete corresponds 1:3:6, 1:2:4 , 1:11/2:3, 1:1:2 nominal mixes of ordinary concrete used.

The proportion aggregate cement and water to be used for controlled concrete shall be designed by preliminary tests of materials to be actually used to obtain and specified strength with the use of minimum quantity of cement, however the maximum total quantity of aggregate by weight per 50kg of cement shall not normally exceed 450kg.

For any particular item, compressive strength required to be obtained by the concrete at 26days in the preliminary and works tests on the 15cm. cubes minimum cement concrete required to be used and the approximate proportions of approved fine and coarse aggregate shall be specified in the tender schedule. These particulars will be only for the guidance of the contractor for quoting rates.

Immediately upon the receipt of the award of the contract, contractor shall inform the Executive Engineer, the exact location of the source of the materials where he proposed to use and get the materials approved. The mix with the actual approved materials to be used shall be got designed in an approved laboratory by the contractor with minimum quantity of cement to the specified strength in the preliminary test and the proportions got approved from the Executive Engineer in writing. These proportions shall be used.

So long as the materials continue to be of the same quality and the same sources subject only to slight changes in the relative qualities of fine and coarse aggregate for the purpose of promoting workability provided the works tests also show the required strength.

If during the progress of work the contractor wishes to change the materials the proportion shall be mixed on the basis of fresh preliminary tests to give the required strength after the Executive Engineer is satisfied that the materials satisfy the specification. No adjustment of cost shall be made for change of proportions of cement fixed in the original preliminary tests.

PROPORTIONATE OF MIX:

Each batch of mix shall be proportioned to weight of cement fine aggregate and coarse aggregate water for each batch shall be added in quantity measured by volume or by weight, where weight of cement as determined by accepting the maker's weight per bag a reasonable number of bags shall be weighted separately to check net weight, where the cement is weighted on the site and not in bags its shall be weighted separately from the aggregates. All the weighting equipments shall be maintained in a clean and serviceable condition and their accuracy checked periodically.

Mixing:

Mixing shall be done only by mechanical mixers. The quantities of the aggregate and water shall be adjusted duly in the field to compensate for bulkage due to the quantity of moisture present in the fine aggregate and free water in the coarse aggregate at the time of use.

TESTS:

Tests shall be got done in an approved laboratory at the cost of the contractor.

A. Preliminary tests

If concrete mixers are specified by its strength than the mix needs be designed and preliminary tests should be carried.

A preliminary test is conducted in a laboratory of the trial mix of concrete produced in the laboratory with the object of:-

- a. designing of concrete mix before the actual concrete operation starts.
- b. Determining the adjustments required in the designed mix or when there is change in the materials used during the execution of work.
- c. Verifying the strength of concrete mix.

B. works tests:

The test conducted either in the field or in a laboratory on the specimen made on the works out of concrete being used on the works.

The sampling shall be spread as evenly as possible throughout the day, when wide changes in weather conditions occur during concreting additional samples may be taken as desired by Executive Engineer.

All expenses on the tests shall be borne by the contractors nothing extra shall be paid to the contractor for carrying out the tests.

All samples for tests shall be taken in the presence of Assistant Executive Engineer concerned and the contractor or his authorized agent.

All mix design and test data and results shall be maintained as part of the record for the contract and shall be signed by the Assistant Executive Engineer and the contractor.

A register of cement concrete cubes cast and tested giving the following particulars shall be maintained at the site. In the proforma prescribed as detailed below:

1. Name of the work and reference to agreement
2. Sl.No.
3. Date and time of sample taken
4. Sample No.
5. No. of cube
6. Identification works
7. Proportions of mix
8. Description of the portion of work represented by the sample and quantity of concrete represented by the sample.
9. Initials of Assistant Executive Engineer and contractors authorized agent in whose presence sample is taken.
10. Result of 7 day test.
11. Result of 28 day test
12. Review remarks by Executive Engineer.

Extract of : IS 456 – 1964

4.2.2.1 : Plain and reinforced concrete shall be in seven graded designed M100, M150, M200, M250, M300, M350 and M400.

Note: in the designation of the concrete mix, letter M. referred the mix., and the number to the specified 28 days works cube compressive strength of that mix expressed in kg/cm^2 .

4.2.2.2. Strength requirements of concrete

4.2.2.2.1 when a ordinary Portland cement or Portland blast furnace slag cement conforming to accepted standards (v1.5) (21/2 is used the compressive strength requirements for various grades of concrete shall be as given in Table I. Where rapid

hardening Portland cement is used the 20 days compressive, strength requirement specified in Table 1. Shall be met at 7 days, where other cements are used the Engineer in charge shall specify the corresponding requirements preferably on the basis of preliminary tests.

*IS 269/1458 specification for ordinary rapid hardening and low heat Portland cement is 455/1962 specification for Portland blast furnace cement.

4.2.2.2.3 strength requirements specified in Table 1 shall apply to both controlled concrete and ordinary concrete (Sec. 4.3.1) preliminary tests need not however be made in the Case of ordinary concrete.

1. In order to get a relatively quicker idea of the quality of concrete, optional works tests on beam for modulus of rupture at 72+2 hours or at 7 days, or compressive strength tests at days may be carried out in addition to 28 days compressive strength tests. In all cases, the 28 days compressive strength specified in Table 1 shall alone be the criteria for acceptance or rejection of the concrete. If however, from tests carried out in a particular job over a reasonably long period it has been established to the satisfaction of the Engineer in charge that suitable ratio between the 28 days compressive strength and the modulus of rupture at 72+2 hours or at 7 days or compressive strength at 8 days may be accepted the Engineer in charge may be suitably relax the frequency of 28 days compressive strength test specified in the table 5 provided the expected strength values at the specified early age are consistently met. For this purpose the values given in Table 2 may be taken for general guidance in the case of concrete made with ordinary cement.

b. where the strength of concrete mix, as indicated by tests, lies between strength for any two grades specified in Table 1. such concrete shall be classified for all purpose as a concrete belonging to the lower of the two grades between which its strength lies.

4.3 PROPORTIONING AND WORKS CONTROL

4.3.1 methods of proportioning the determination of preparations of cement aggregate and water to attain the required strength shall be made by one of the following.

- a. With preliminary tests by designing the concrete mix such concrete shall be called controlled –concrete.
- b. Without preliminary tests by accepting nominal concrete mixes such concrete shall be called “Ordinary Concrete”.

4.3.2.1 Controlled concrete:

4.3.2.1 As far as practicable, controlled concrete should be used on all concrete works, controlled concrete for use in plain and reinforced concrete structure shall be in grades M100, M150, M200, M250, M300, M350 and M400.

4.3.2.2 : The concrete mix shall be designed to have an average strength corresponding to the values specified for preliminary tests in Table.1. The proportions chosen should be such that the concrete has adequate workability for the conditions prevailing on the work in question and may be properly compacted with the means available.

The maximum, total quantity of aggregate by weight per 50kg. of cement shall not exceed 450 kg except where otherwise specifically permitted by the Engineer in charge.

Except where it can be shown to the satisfaction of the Engineer in charge that supply of properly grade aggregate of uniform quality can be maintained over the period of works the grading of aggregate should be controlled by obtaining, the coarse aggregate in different sizes and blending them in the right proportions when required, the different sizes being stocked in separate stock piles the materials should be stock in piles several hours preferably a day before use. The grading of coarse and fine aggregate should be checked as frequently as possible the frequency for a given job being determined by the Engineer, in charge to ensure that the suppliers are maintaining the grading uniform with samples that of the samples used in the preliminary tests.

4.2.3.4 proportioning concrete the quantity of both cement and aggregate should be determined by weight. Where the weight of cement is determined by accepting the manufacturer's weight per bag a reasonable number of bags, should be weighed separately to check the net weight. Where the cement is weighed on the site and not in bags, it should be weighed separately from the aggregates. Water should be either measured by volume in calibrated tanks (or) weighed all measuring equipments should be maintained in a clean serviceable condition and their accuracy periodically checked.

4.2.3.5 it is most important to maintain the water cement ratio constant at its correct value. To this end determination of moisture contents in both fine and coarse aggregate should be made as frequently as possible the frequency for given job being determined by the Engineer in charge according to weather conditions the amount of the added water should be adjusted to compensate for any observed variations in the moisture contents. For the determination of moisture content in the aggregate is /2386 part III 1963. Methods of test for aggregate for concrete part III specific gravity, density, voids, absorption, etc., may be referred to allow for the variation in weight of aggregate due to variation in their moisture content suitable adjustments in the weights of aggregates should also be made.

4.3.2.6 No substitution in materials used on the work for alterations in the established proportions except as permitted in 4.3.2.5 shall be made without additional tests to show that the quality and strength of concrete are satisfactory.

4.3.2.7 Workability of the concrete should be checked at frequent intervals, the slump test or where facilities exist, the compacting factor test – in accordance with IS-1199 and 1950 may be adopted for this purpose.

4.3.2.8 A competent person should be employed whose first duty will be to supervise all stage in the preparation and placing of the concrete. All works test specimen should be made and site tests carried out under his direct supervision.

4.3.3 Ordinary concrete:

4.3.3.1 Where it is considered not practicable to use controlled concrete ordinary concrete may be used for concrete of grades M100, M150, M200 and M250. The proportions of materials for nominal concrete mixes for ordinary concrete shall be in accordance with table III.

4.3.3.2 In proportioning concrete, the quantity of cement should be determined by weight. The quantities of fine & coarse aggregate may be determined by volume, but these should also preferably be determined by weight. In the latter case the weight should be determined from the volume specified in table III and the weight per litres of dry aggregate. If fine, aggregate is moist and volume batching is adopted. Allowances shall be made for bulking in accordance with IS.2386/ Part III-1963.

4.3.3.3. The water cement ratio shall not be more than these specified in Table III.

The cement concrete of the mix specified in Table III for any nominal mix may be increased if the quantity of water in a mix was to be increased to overcome the difficulties of placement and compaction so that the water cement ratio specified in Table III is not exceeded.

Note 1: In the case of Vibrated concrete, the limit specified may be suitably reduced to avoid segregation.

Note 2: The quantity of water used in the concrete mix for reinforced concrete work should be sufficient but should not be more than sufficient to produce a dense concrete of adequate workability for its purpose which will surround and properly grip, all the reinforcement workability of the concrete should be controlled by maintaining a water cement ratio that is found to give a concrete which is just sufficiently wet to be placed and compacted without difficulty with the means available.

4.3.3.4 Workability of the concrete should be controlled by directed measurement of water content, making allowance for any surface water in the fine and coarse aggregates. The slump test in accordance with IS 1199/1959 may be used as guide.

4.3.3.5 Allowance should be made for surface water present in the aggregate when computing the water content, surface, water shall be determined by one of the field methods described in IS 2336/Part III 1963. In the absence of exact data the amount of surface water may be estimated from the values given in Table 4.

4.3.3.6 If ordinary concrete made in accordance with the proportions given for a particular grade does not yield the specified strength due to proper qualities of materials not being available such concrete shall be classified as belonging to the appropriate lower grade. Ordinary concrete proportioned for a given grade.

IS 2386 Method of test for aggregate for
concrete IS 2386 (Part. III) 1963 specific
gravity.

Density works absorption and bulking.

In accordance with Table III shall not, however be placed in a higher grade on the ground that the test strength and are higher than the minimum specified no inter-potation shall be permissible.

4.4 Sample size and acceptance criteria.

4.4.1 All tests shall be carried out in accordance with IS 516-1959.

4.4.2 The number of test specimen required the frequency of sampling and the criteria for acceptance of a concrete as conforming to the specified grade shall be in accordance with Table V for both ordinary concrete and controlled concrete No preliminary tests are however necessary in the case of ordinary concrete.

**TABLE -1 STRENGTH REQUIREMENT OF
CONCRETE CLAUSE
4.2.2.1 AND 4.2.2.2**

All values in Kg/Cm².

Grade of concrete	Compressive strength of 15cm., cubes at 28days after mixing conducted in accordance with IS 516-1959	
	Preliminary test Min	Works test min
M.100	135	100
M.150	200	150
M.200	260	200
M.250	320	250
M.300	380	300
M.350	440	350
M.400	500	400

Note1: Preliminary Test : A test conducted in a laboratory on the trial mix of concrete produced in the laboratory with the object of

- a. Designing a concrete mix before the actual concreting operations starts.
- b. Determining the adjustments required in the designed mix when there is a change in the materials used during the execution (or)
- c. Verifying the strength of concrete mix

Note 2 : Works Table – All test conducted either in the field or in a laboratory in the specimens made on the works out of the concrete being used on the works.

Note 3: Sizes of Cubes – in the works test with the approval of the Engineer in charge 10cm cube as may be used in place of 15cm provided the maximum nominal size of aggregate does not exceed 20mm even the use of 15cm cubes should normally be restricted to concrete having a maximum nominal size of aggregate not exceeding 40mm size is required to be tested the size of cubes should be specified by the Engineer in charge keeping in view that generally the length of size of the cube should be about four times the maximum nominal size of aggregate in the concrete constituting the cube specimen.

Note 4: Strengthening Rotation to size of cube

Where 10cm cubes are used the values obtained from tests, of 10cm cubes shall be reduced to the extent established by comparative preliminary tests with 10 & 15cm. cubes or in the absence of such compressive test, by 10 percent of the value of determined from the tests in order to give the equivalent strength for 15cm., where cubes larger than 15cm are adopted generally modification is necessary unless otherwise specified by the engineer in charge.

Note 5: Cylinder strength:

Compressive strength tests may with approval of the engineer in charge be conducted on 15cm diameter and 30cm., high cylinders in accordance with IS-516-1959 instead of a cube, where cylinder strength figures are adopted the compressive strength figures given above shall be modified according to the formula, minimum cylinder compressive strength required 0.8 compressive strength specified 15cm cubes

The central Road Research institute, New Delhi has carried out tests with a view to establishing a relation between water cement ratio and the compressive strength concrete using ordinary Portland cements manufactured in the country in accordance with IS269-1959.

As a result of these, it has been considered advisable to give graphs showing the relationship between the compressive strength of concrete mixes with different water cement ratios and the 7 days compressive strength of cement tested in accordance with IS-269-1959. These graphs have been given in appendix as they would be of some assistance in obtaining the water cement ratio for trial mixes of concrete.

Table II : Optional work Test Requirement of

Concrete: (Clause 4.2.2.2 (a):

(All values in kg/cm².)

All test shall be conducted in accordance with IS : 516 – 1959

Grade of concrete	Compressive strength on 15cm cube min. at 7 day	Modulus of rupture by beams test	
		At 72+2 Hours	At 7 Days
M.100	70	12	17
M.150	100	15	21
M.200	130	17	24
M.250	170	19	27
M.300	200	21	30
M.350	235	23	31
M.400	270	25	34

Note : Note 2 and 3 under tables I are also applicable to Table II

Table III: CONCRETE MIX
PROPORTIONS
(clause 4-3-5)
ORDINARY CONCRETE

Grade of concrete	Total quantity of dry aggregate by volume per 50 kg of cement to be taken at the sum of the individual volume of fine and coarse aggregate mix	Proportion of fine aggregate to coarse aggregate	Quantity of water per 50 kg of cement mix
1	2	3	4
M.100	300	Generally 1:2 for fine aggregate to coarse aggregate by volume but subject to upper limit of 1:1 ½ and a lower limit of 1:3	34 Litres
M.150	220	-do-	32 Litres
M.200	160	-do-	30 Litres
M.250	100	-do-	27 Litres

Note 1: The proportion of the aggregate should be adjusted from upper limit of lower limit progressively as the grading of the fine aggregate become fine and the maximum size of coarse aggregate become larger.

Examples: For an average grading of fine aggregate that is zone II. I.S. 383/1963 the proportion shall be 1:1½, 1:2 and 1:3 for maximum size of aggregate 10mm, 20mm and 40mm respectively.

Note 2: It may be noted for general guidance that M.100, M.150, M.200 and M. 250 of ordinary concrete corresponding approximately to 1:3:6, 1:2:4, 1:1½ :3 and 1:1:2 nominal mixes of ordinary concrete currently used in the country.

Table IV: Surface with water carried by average aggregate :

Aggregate	Approximate quantity of surface water (M3)
(1)	(2)
Very wet sand	120
Moderately by wet sand	80
Moist sand	40
*Moist gravel or crushed rock	20 to 40

*Coarser the aggregate less the water it will carry.

Table IV: Preliminary Test :

WORK TEST ACCEPTANCE CRITERIA FOR CONCRETE (ALL GRADE)

Minimum No. of specimens from each batch		Minimum Frequency	Criteria for acceptance	Minimum No. of specimens taken from the same days work				Minimum Frequency		Criteria for acceptance
				Cubes		Beams				
7days compressive strength test as optiona	28 days compressive strength test			7 days compressive strength test as an	25 days compressive strength test	72+2 Hours test as an optional test	7 days test as an optional test if	In terms of the quality of concrete	In terms of period	
1	2	3	4	5	6	7	8	9	10	11
5	5	For each batch with a minimum of three batches	Accept for if average compressive strength of the specimen tested is not less than the compressive strength specified in Table –I (For Optional tests See Table-2) subject to the condition that only one out of sixconsecutiv e test may give a value less than specified strength	3	3	3	3	For every 150 cubic metre of concrete or part thereof	At such intervals as the Engineer in charge, may decide. However in the case of concrete sample shall be drawn on each day for the first four day of concreting and there after at least once in seven days of concreting.	Accepted toaverages trengthof the specimen test is not less than the strength specified Table –I (For optional test see Table-2) subject to the condition that only one out of three consecutiv e test may give a value less than 90% specified strength.

1	2	3	4	5	6	7	8	9	10	11
---	10	For each batch with a minimum of three batches	Accept if average compressive strength of the specimens tested is not less than the compressive strength specified in Table-I subject to the condition that the average compressive strength shall be more than the specified compressive strength in Table-I, by at least the value of standard deviation* of the series of the test	5	5	5	5	For every 150 cubic metre of concrete or part thereof	Once in 7 days of concreting All such intervals as the Engineer in charge may decide. However in the case of controlled concrete samples shall be drawn on each day for the first four days of the concreting and there after at least one seven days of concreting	Strength but this shall not be less than 90% for the specified strength Accept if average strength of the specimen tested is not less than strength specified in Table-I (For optional tests see Table-2) subject to the condition the one out of five consecutive tests may give a value less than the specified strength.

Contractor

EXECUTIVE OFFICER
Arulmigu Agastheeswarar Temple
Vellipalayam, Nagapattinam District

GENERAL CONDITIONS OF CONTRACT

A. PREFACE

I. Intent and reference to Tamil Nadu Building Practice

It is intended by these Tamil Nadu Practice to describe;

- a. The character of the materials to be used
- b. The method of execution of work and
- c. The contractor's responsibilities to the Public,

Government and his workmen and general contract conditions which are to be accepted by every contractor who executes work entrusted to him by the Department.

12 Wherever the term "Standard Specifications" or "Specifications" of the abbreviation "T.N.B.P. No" or "TNBP" is used in the specifications or in estimates or contract documents, it shall refer to the relevant specification in the Tamilnadu Building Practice.

1.3 The abbreviation "I.S." shall mean 'Indian Standard'

2. Applicability of the Tamilnadu Building Practice

2.1 It shall be unnecessary to include in any contract documents a specification for any item of work which is defined

in the tender notice or in the contract schedule of work to be done by a Tamilnadu Building Practice number (TNBP No.)

The fact that the item is defined as specification, shall mean that the contractor is to execute the work according to such specification modified as may be necessary by an addendum specification for that particular item of work. In the absence of specification for any work or material in the T.N.B.P. such work should be carried out in accordance with the instruction given by the Executive Engineer.

2.2 THESE GENERAL CONDITIONS OF CONTRACT SHALL APPLY TO ALL AGREEMENTS ENTERED INTO BY CONTRACTORS WITH THE PUBLIC WORKS DEPARTMENT OR HIGHWAYS AND RURAL WORKS DEPARTMENT AND shall form an inseparable condition of contract and it shall not be necessary to append a copy of the same to the agreement.

3. Contractor to sign in the Divisional (or the Sub- divisional) copy of the T.N.B.P.

3.1 Every Contractor who executes work for the Public Works Department or the Highways and Rural Works Department shall carefully study the specification for all items of work which are included in the schedule for work to be done and his obligation under the "General Conditions of Contract" which apply to all agreements, and he shall sign in the Divisional Office copy of the T.N.B.P. (or the Sub-Divisional Office copy if so arranged by the Executive Engineer) as evidence that he understands clearly the conditions of contract governing his agreement and accepts the same.

3.2 It shall not be necessary for the contractors to sign the Divisional office copy of the T.N.B.P. for every contract awarded to him, but his signature therein will be evidence that he

accepts the conditions of contract (which include the specifications) as detailed in the T.N.B.P. for every contract into which he enters. It shall also be the contractor's responsibility by frequent perusal of the Divisional Office (or the Sub Divisional Office) copy to become conversant with sanctioned alterations or additions made to the T.N.B.P. as soon as they are made. A separate volume of addenda to the T.N.B.P. will be maintained in each Division (or sub division office) as the case may be, in which will be entered all sanctioned corrections and additions. This must also be studied and signed by every contractor before executing an agreement. Interleaving corrections slips will not be made for this purpose. The contractor should purchase copy of the T.N.B.P. for his reference while executing work.

4. Sub-specifications

4.1 Works of similar nature having many common clauses in their specifications are grouped under one specification number with a "General" preface thereto and the sub-specifications are therefore given an alphabetical affix.

5. Additions and alterations to the T.N.B.P.

5.1 Additions and alterations to the T.N.B.P. will be incorporated in the addenda volume as authorised by the Chief Engineer.

6. Power of Executive Engineer to supplement or alter the T.N.B.P.

6.1 Executive Engineer may alter the specification for any particular contract which is within their respective power of sanction, when such alteration is found necessary by attachment of a correction sheet to the contract form, bearing the T.N.B.P. number, the corrections and the signature of the Executive Officer as the case may be, together with the signature of the contractor. Similarly additional specifications for items for which there are no standard specifications will be made by attachment to the contract documents of addendum specifications sheets bearing the signature of the Executive Officer as the case may be and the signature of the contractor.

A-1. DEFINITIONS AND INTERPRETATIONS

7. Definition of terms

7.1 Wherever the words and expressions defined in this clause or pronouns used in their stead occur in contract documents (which includes the T.N.B.P) they shall have the meanings hereby assigned to them except where the context otherwise requires:

a) " Engineer - in - charge " means the Engineer - in - charge for the time being in charge of the concerned work under execution or such other departmental assistants or subordinates to whom the Engineer - in - charge may have delegated certain duties, acting severally within the scope of the particular duty entrusted to them.

b) No delegation by Executive Officer which affects agreements

it is however, to be distinctly understood that the Executive Officer or the higher authority who is vested with the powers of acceptance of the particular agreement under reference will make no delegation of powers to such assistants or subordinates with in any way affects the agreement and its contract condition when such agreement is to be or has been accepted by the Executive Officer or by the other higher authority respectively. The duties of such assistants or subordinates will be solely duties of supervision to ensure compliance with contract conditions.

c) "Contractor means the particular persons firm or corporation with whom an agreement has been made by the Executive Officer or higher authority as the case may be, for executing work defined in the concerned agreement and for purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agent, who is maintained on the work by the contractor.

d) Works or work means the works by or by virtue of the contractor contracted to be executed whether temporary or permanent and whether original, altered substituted or additional or connected with the supply repairs or carriage of tools and plant and supply of manufacture of other stores.

7.2 Works importing the singular only also include the plural and vice-versa where the context requires.

NOTE: The terms section officer, Assistant Executive Engineer, Executive Engineer, Superintending Engineer, used in the following clauses shall where the context so requires, be construed as also including officers of the corresponding grade in the Highways and Rural Works Department.

8. Evidence of Experience

Tenderers shall, if required, present satisfactory evidence to the Engineer - in - charge that they have been regularly engaged in constructing such works, as they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by T.N.B.P. and the other specifications for the particular work if tendered for, in the event of their tender being accepted.

9. Legal address Notices

9.1 Tenderers should give in their tender their place of residence and postal address. The delivering at the above named place or posting in a post box regularly maintained by the Post Office Department or sending by letter registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor in writing as may be changed at any time by an instrument executed by the contractor, and delivered to the Engineer - in - charge

9.2 Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.

B. STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE -A

10.1 The quantities mentioned in tender notices and in agreement schedule - A, are worked out from the relevant drawing in office and may or may not be the actuals required for execution. The Engineer - in - charge does not be the expressly or by implication agree that the actual amount of work to be done will correspond therewith but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.

10.2 Tenderers must satisfy themselves by a personal examination of the site of the proposed work, by examination of the plans and specifications and by others means as they prefer as to the accuracy and sufficiency of the statement of quantities and all conditions affecting the work and shall not at any time after the submission of their tender, dispute or complain of such statement of quantities or assert, that there was any misunderstanding in regard to the nature or amount of the work to be done nor in consequence apply for extension of time for completion beyond the agreement date.

11. Approximate not to mean deviation from drawings and specification

11.1 This declaration of the approximate, nature of the statement of quantities in Schedule. A does not, however, in any way imply that the quantities will be increased for departure by the contractor from strict compliance with sanctioned drawings and specifications to suit his own convenience or reduce his costs.

12. To compare tenders

12.1 The quantities in Schedule - A are given for a uniform comparison of lump-sum tenders.

C DRAWINGS AND SPECIFICATIONS

13. Purpose

13.1 The contract drawing if any, read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type and class of materials to be used.

14. Conformance

14.1 The works shall be carried out in accordance with the drawings and specifications which form part of the contract and in accordance with such further drawings, details and instructions, supplementing or explaining the same as may from time to time be given by the Engineer - in - charge

14.2 If the work shown on any such further drawings or details, or other work necessary to comply with any such instructions, directions, or explanations, be in the opinion of the contractor, of a nature which the schedule rate in the contract does not legitimately cover he shall before proceeding

with such work, give notice in writing to this effect to the Engineer - in - charge and contractor failing to agree as to whether or not there is any excess rate to be fixed and the Engineer - in - charge deciding that the contractor is to carry out the said work, the contractor shall accordingly do so, and the question whether or not there is any excess and if so the amount thereof, shall failing agreement, be settled by an arbitrator as provided in the arbitration clause, unless the subject is one which is left to the sole discretion of the Engineer - in - charge under the clauses of these conditions of contract and the contractor shall be paid accordingly.'

14.3 It shall be the responsibility of the contractor to give timely notice to the Engineer - in - charge regarding anything shown on the drawings and not mentioned in the specification, or mentioned in the specifications and not shown in the drawings or any error or discrepancy in drawings or specifications and obtain his orders thereon. Figure dimensions are to be taken and not those obtained from scaling the drawings. In any discrepancy between drawings and specifications, the contractor shall forthwith apply to the Engineer - in - charge for such further instructions, drawings or specifications as he requires it, being understood that the subject to be dealt with under the building procedure of best modern practice. The Engineer - in - charge will furnish instructions, drawings or specifications if in his opinion, they are required by competent workmen, for the proper execution of the work.

15. Variations by way of modifications, omissions or additions.

15.1 For all modification, omissions from or additions to the drawings and specification, the Engineer - in - charge will issue revised plans, or written instructions or both and no modification, omissions or additions shall be made unless so authorised and directed by the Engineer - in - charge in writing.

15.2 The Engineer - in - charge shall have the privilege of ordering modifications, omissions or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.

15.3 The contractor shall submit to the Engineer - in - charge a statement giving details of the claims for any additional work within 30 days of the work and no claim for any such work will be considered which has not been included in the statement.

16. Copies of Drawing and Specifications

16.1 One copy of the available drawings and specifications (apart from the T.N.B.P. a copy of which the contractor should purchase for his reference) shall be furnished free of cost to the contractor for his own use. Such copies of supplementary details furnished by the Engineer - in - charge shall be kept by the contractor on the work until the completion thereof, and the Engineer - in - charge shall at all times have access to them.

17. Signed drawing - No authority to the Contractor

17.1 No signed drawing shall be taken as in itself an order for variation, unless either it is entered in the agreement schedule of drawings under proper attestation of the contractor and the Engineer - in - charge or unless it has been sent to contractor by the Engineer - in - charge, with a covering letter confirming that the drawing is an authority variation of the contract under reference.

D. MATERIALS AND WORKMANSHIP

18. To be the best quality

18.1 All materials, articles and workmanship shall be the best of their respective kind for the class of work described in the contract specification and schedule materials being obtained from sources approved by the Executive Officer. The word "best" as used in these specifications shall mean, that in the opinion of the Executive Officer there is no other superior quality of materials or finish of articles on the market and that there is no better class of workmanship available for the nature of the particular item described in the contract schedule. The contractor shall, upon the request of the Executive Officer, furnish him with the vouchers to prove that the materials are such as are specified.

18.2 Samples of materials shall be furnished at the contractor's expense to the Executive Officer when called for in the tender notice or ordered to be furnished by the Executive Officer prior to execution of any work.

19. Conversion for proportions

19.1 Wherever the proportions are written by figures without further description and where the meaning is otherwise clear as to which figure is intended to apply to each material, then the usual conventions will be understood to apply.

For example,

1:2 Means 1 lime (or cement in accordance with the context) and 2 sand.

1:2:4 Means 1 lime (or cement in accordance with the context) 2 sand 4 broken stone (or other aggregate in accordance with the context).

20. Measurement and mixing

20.1 In the case of loose materials such as lime sand, cement, broken stone, surki, mortar, etc. the proportions demanded by the specifications must be measured in properly constructed measuring boxes or weighed or in such other manner as shall be instructed by the Executive Officer. Measurement is not to be done in loose heaps when intimate mixtures such as mortar concrete, etc., are to be formed. The mixing must always be done on closely constructed platform so that there will be no leakage of any of the material through

the floor of the platform and also that no foreign materials can be incorporated during the mixing. These platforms must be approved by the Executive Engineer. The cost of such measuring boxes and platforms and all the work referred to herein shall be borne by the contractor. '.

21. Data

21.1 The materials and labour utilised in the execution of work by the contractor shall not be less than that given in the Tamilnadu P.W.D Standard Data for the relevant item.

NOTE In case the contractor considers that the materials and labour provided in the T.N.P. W.D Standard data for the execution of particular items of work are in excess, the contractor may furnish detailed data for such items along with tender with reasons for variations from P.W.D Standard Data.

Layout of materials stacks

22.1 The contractor shall deposit materials for the purpose of the work on such parts only on the ground as may be approved by the Executive Officer. He shall submit for the approval of the Executive Officer before starting work, a detailed site survey clearly indicating positions and areas where materials shall be stacked and sheds built.

23. Source of purchase of materials and stores

23.1 The Executive Officer shall, during the progress of the work, have power to cause the contractor to purchase and use such materials or supplies from Government brick fields, stores or other sources as may be specified in the contract for the purpose therein specified.

24. Contractor liable for materials supplied by Government

24.1 The contractor shall be responsible for all materials and other articles and things which may be supplied by Government from the time he takes delivery thereof and shall make good any loss, damage, wastage or undue wear and tear that may take place from whatever cause and pay to Government for such loss, damage, wastage or undue wear and tear such sum as the Executive Officer may determine.

24.2 If at any time subsequent to the execution of the agreement Government materials other than those specified in the Agreement are to be supplied to the contractor for use on work they will be charged at the market value prevailing at the time of supply or stock issue rate which - ever is greater. The contractor will be informed in writing the rate which he demands for finished work in view of the fact that he is to use Government materials.

24.3 Deleted..

25. Test inspection and rejection of defective materials and works

25.1 The contractor shall provide proper facilities at all times for the testing of materials and inspection of the work by the Executive Engineer, and the Executive Officer shall accordingly also have access at all times to the places of storage or manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.

25.2 The contractor shall, upon demand, also forward for the Executive Officer 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.

25.3 The Executive Officer shall have power to reject at any stage, any work which he considers to be defective in quality of materials or workmanship and he shall not be debarred from rejecting wrought materials by reasons of his having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with the drawing and specification, shall be taken down and removed from the work site at the contractor's expense, within 24 hours after written instructions to the effect have been given by the Executive Officer. Replacement shall at once be made in accordance with the specifications and drawings at the contractor's expense.

25.4 In case of default on the part of the contractor to carry out such orders the Executive Officer shall have power to employ and pay other persons to carry out the orders at the contractor's risk and all expenses consequent thereon incidental thereto shall be borne by the contractor.

25.5 In lieu of rejecting work **not** done in accordance with the contract, the 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.

25.6 Works opened for inspection:- The contractor shall, at the request of the Executive Officer, within such time as the 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 Executive Officer may employ other workmen to open up the same. If the said work has been covered up in contravention of the Executive Officer instructions or if on being opened up, it be found not in accordance with drawings and specifications or the written instructions of the Executive Officer the expenses of opening it and covering it up again whether done by or

recovered from the contractor. If the work has not been covered up in contravention of such instructions or if on being opened up it be found to be in accordance with the drawings and specifications or the written instructions of the Executive Officer, the expenses afore said shall be borne by Government and shall be added to the contract sum, provided always that in the case of foundations, or any other urgent works so opened up and requiring immediate attention the Executive Officer 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.

26. Defects, shrinkages, etc, after completion

26.1 Any defects, shrinkage or other faults which may appear within six months from the completion of the works arising, in the opinion of the Executive Officer from faulty materials or workmanship not in accordance with the drawings and specification or the instructions of the Executive Officer shall, upon the directions in writing of the Executive Officer and within such reasonable time as shall be specified them, be amended and made good by the contractor at his own cost, unless the 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 Executive Officer may fix and in case of default, the 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.

26.1 (A) 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)

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

27. Joint Commissioner / Executive Officer's Decision

27.1 To prevent disputes and litigation, it shall be accepted as an inseparable part of the contract that in matters regarding materials workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure and the carrying out of the work, the decision of the Executive

Officer shall be final and binding on the contractor and in any technical question which may arise touching the contract, the Executive Engineer's decision shall be final and conclusive.

28. Dismissal of workmen

28.1 The contractor shall employ in and about the execution of the works only such persons as are careful, skilled and experienced in their several trades and callings and the Executive 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 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 Executive Officer

D.1 GENERAL OBLIGATIONS

29. Contractor's maistry agent and contractor's staff

29.1 The contractor shall in his own absence keep constantly on the works a competent maistry agent and any directions or explanations given by the Executive Officer or his representatives to such maistry or agent shall be held to have been given to the contractor.

29.2 The contractor shall further provide all staff which is necessary for the proper supervision, execution and measurement of the work to ensure full compliance with the terms of the contract..

30. Government Maistries or agents

30.1 The Government may be represented on the work by an agent clerk of the works, or maistry who is not borne on the official or officers and subordinates of the P.W.D. or Highways and Rural Works Department. He (if appointed) shall, in the absence of the Engineer - in - charge, furnish the contractor with the Executive Officer's or his representative's instructions of the works and the contractor shall duly comply with such instructions and directions to the progress and execution of the works and the contractor shall duly comply with such instructions and directions and shall on the written requisition of the maistry clerks of works or agent, stay the further progress of any portion of the works which in his judgement is being constructed with unsound or improper material or workmanship, until the opinion and determination of the Joint Commissioner / Executive Officer shall be obtained thereon, but such maistry clerk of works or agent is to have no power whatever to order any extra works or deviation from the specifications and drawings.

E. INCLUDED IN CONTRACT RATES

3.1 Defining contract schedule rates

31.1 The rate entered in a contract schedule for any class of work shall be for finished work in situ and shall include all contingent expenses whether direct construction expenses

involved in the building in place in accordance with the drawings and specifications or whether they be expenses imposed by an outside authority such as local body. Such contingent expenses shall not entitle the contractor to claim an extra in respect thereof.

32. Carriage

32.1 Rates for finished work shall always include the cost of conveyance and all leads, lifts, loading unloading and stacking in the manner and at the place ordered by the officer in immediate charge of the work, unless circumstances necessity provisions for a separate schedule item, in which case for such will be specified in the tender notice or schedule.

32.2 Wherever the term "carriage" of "conveyance" is used in a schedule item, it shall in the absence of other schedule provisions or modifying description in the specification, be taken to include all leads, lifts loading, unloading and stacking in uniform stacks to the satisfaction of the Executive Officer with careful attention to close packing in case of materials which are to be measured in stacks as a basis of payment for finished work.

NOTE 1: In the case of important leads and lifts as may occur in river conservancy and other such works where lifts over flood banks and long leads may be involved, it is usual to make separate schedule item provision with a specification defining the exact work to be done for each tendered rate.

NOTE 2: Payment for carriage will ordinarily be by bulk for weight at a rate between specified place and on the basis of the method adopted in the standard schedule of rates for carriage of materials. The distances will be measured by the nearest practicable and cheapest routes, whether metalled or unmetalled road or cart track.

32.3 When cart or vehicles of any sort are engaged by the day, the quantity of materials to be conveyed, the distance to be travelled and the number of trips to be made shall, if he considers necessary be fixed by the Executive Officer.

32.4 The contractor is responsible for making good all loss in transporting materials entrusted to him or his agents, whether caused by wastage, breakage, theft or any other cause.

32.5. No payments shall, in any case, be made for the return trips with carts empty. Where there are loads also for the return trip the agreement rates should allow for the reduced cost thereby on each set of materials so conveyed.

33. Construction plant

33.1 The contractor shall include in his tendered price and shall provide and install all necessary construction plant and shall use such methods and appliances for the performance of all the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which in the opinion of the Executive Officer will ensure the completion of the work within the time specified. If at any time before the commencement, or during the progress of the work, or any part of it such methods or appliances

appear to the Executive Officer to be insufficient or inappropriate for securing the quality of the work required or the said rate of progress, he may order the contractor to increase their efficiency or to improve their character, and the contractor shall comply with such orders, but the failure of the Executive Officer to demand such increase of efficiency or improvement shall not relieve the contractor from his obligation to secure the quality of work and the rate of progress required by the contract and the contractor alone shall be responsible for the efficiency and safety of his plant, appliances and methods.

33.2 It is however, open to Executive Officer to lend or supply to the contractor any tools, implements, materials and machinery that the Executive Officer may consider desirable but for any such tools, implements, materials and machinery that may be lent or supplied to contractor by Government, the contractor shall pay such deposit and hire, or purchase price as may be determined by the Executive Officer. All articles that may be so lent or hired to the contractor shall be returned in good serviceable condition by him to the Executive Officer before the final bill for work is paid and any shortage or damage shall be recovered from the contractor in the final bill at such rate as may be determined by the Executive Officer after making such allowance as he may consider suitable for fan-wear and tear.

34. Scaffolding instructions

34. All requisite scaffolding shall be provided at the contractor's expense and shall be double, i.e. it must have two sets of upright supports. Care must be taken to ensure the safety of the work people and the contractor must comply with such instructions as the Executive may issue to ensure such safety. The contractor will be entirely responsible for any damage or injuries to persons or property resulting from ill erected scaffolding, defective ladders, or otherwise arising out of his default in this respect. The contractor's attention also invited to the "safety code"

35. Temporary structure

35.1 The Contractor shall erect and maintain at his own cost temporary weather proof sheds at such places and in a manner approved by the Executive Officer for keeping materials under cover. The contractor shall also provide and maintain at his own expenses such temporary fences, guards, bridges and roads as may be necessary for the execution of his contract work or for safeguarding or accommodating the public. If the Executive Officer shall order any departure from the arrangements made of the contractor, the contractor shall comply with such orders as the Executive Officer may issue to safeguard or accommodate the

public Sheds for housing workmen shall be provided at the contractor's expense if, in the opinion of the Executive Officer, such are necessary or desirable,

36. Water and Lighting

36.1 The contractor shall pay all fees and provide water and light as required from municipal mains or other sources and shall pay all charges therefore (including storage tanks, meters, etc) for the use of the work and workmen unless otherwise arranged and decided on in writing with the EO. The water for the works shall be, so far as practicable, free from earthy vegetable, or organic matter and from salts or other substances likely to interfere with the setting of mortar or otherwise prove harmful to the work.

37. Sun protection keeping dry and pumping

37.1 The contractor shall at his own expense arrange all requisite protection of the work and materials against sun or rain effects and shall keep all portions of the work free from water to the satisfaction of the Executive Officer and shall use his own plant for the purpose unless otherwise specifically provided in the contract specification.

38. Tools and Seignior age

38.1 The contractor shall, unless otherwise specifically stated in the tender notice and subsequently on this basis in the contract be responsible for the payment wherever payable of all import duties, tolls, octroi duties, seignior ages, quarry fees, etc. on all materials and articles that he may use.

38.2, The contractor shall be solely responsible for the payment of sales tax under the provision of Madras General Sales Tax Act 1939 (Madras Act IX of 1939) as in force for time being and the rates for the various items of the work shall remain unaffected by any change that may be made from time to time in the rate at which such tax is payable.

38.3 Notwithstanding anything's contained in section 10 of the Indian Traffic Act, of 1894, the rates for items involving, the use or supply of articles obtained' by the contractor from outside India shall remain unaffected by any changes that may be introduced in Customs duties.

NOTE : For works carried out on behalf of the Government of India, Seignior age fees, etc, referred to in this clause will have to be levied in every case.

38.4 No seignior age shall be charged where due for materials quarried from the P.W.D. or other Government quarries Assistance as necessary will be given to the contractor by the

department to obtain access to quarries approved by the Executive Officer. No plot rent shall be charged for materials stacked on the Government lands during the course of construction provided all such materials are removed within one month after the work is completed.

38.5 Seignior age charges due for use of private quarries and

private land shall be paid by the contractor.

38.6 The contractor shall form his own approach road to the worksite for which no extra will be due to him. On completion the contractor shall not be permitted to remove the materials laid for formation of road. If the contractor is allowed to use the existing roads he shall maintain them in good condition at his own cost throughout the period of the contract.

39. Setting outworks

39.1 The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all materials, staff and labour in connection therewith.

40. Cleaning up during progress and for delivery

40.1 All rubbish shall be burnt or removed from the site, as it accumulates. All floors, stairs, landing windows, surface and soil drains shall be cleaned down and put in a thoroughly complete clean, sound and workman like state to the satisfaction of the Executive Officer before the work is finally handed over all rubbish and surplus materials not required by the Executive Officer having first been removed by the Contractor. The contractor shall be give notice in writing to the Executive Officer when the work is so ready to be handed over and shall be responsible for its maintenance until it is taken over by the Joint Commissioner / Executive Officer

F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR

41. Observance of laws, local regulations and notices, Attachments

41.1 The contractor shall confirm to the regulations and by-laws of any local authority and or of any water or lighting companies with those systems the structure is proposed to be connected and shall before making any variations from the drawings and specification that may be necessitated by so confirming, give to the Executive Officer written notice., specifying the variations proposed to be made and the reasons for making them and apply for instructions, thereon. In case the contractor shall not received such instruction within seven days, he shall proceed with the work confirming to the provisions regulating or by-law in question and variation in the drawing or specifications so necessitated shall be dealt with under clause 59.

41.2 The contractor shall give all notices required by the said Act, regulations or by-laws and pay all fees in connection therewith unless otherwise arranged and decided on in writing with the Executive Officer. He shall also ensure that no attachments are made against materials of work forming part of or for the use of the contract. In every case referred to in this clause the contractor shall protect and indemnify Government against any claim or Liability arising

from or based on the violation of any such law, ordinance, regulation order, decree, or attachment whether by himself or by his employees.

42. Accidents - Hoarding - Lighting Observations– Watchmen

42.1 When excavations have been made or obstacles have been put in public thorough fares or in places where there is any like hood of accidents, the contractor shall comply with any requirement of law on the subject and shall provide suitable hoarding lighting and watchmen as necessary.

42.2 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accident and shall where the provisions of the Workmen's Compensation Act apply take steps to properly insure against any claims thereunder.

42.3 On the occurrence of accident which results in the death of any of the workmen employed by the contractor or which so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident, intimate in writing to the concerned section officer of Department the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise confirm to the provisions of the said Act in regard to such accident.

42.4 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of the 1923 whether by the contractor or by the Government as principal it shall be lawful for the Executive Officer to retain out of money due and payable to the contractor such sum or sums of money as may, in the opinion of the said Executive Officer be sufficient to meet such liability. The opinion of the Executive Officer shall be final in regard to all matters arising under this clause.

42.5 The contractor shall indemnify Government from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark, or name or other protected rights in respect of any constructional plant, machine work or materials used for or in connection with

the works or temporary works, or any of them and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto.

42.6 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the provision of health and sanitary arrangements to workers employed by P.W.D. and Highways and Rural Works Department and their contractors (vide appendix) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid the Executive Officer shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

42.7 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor at his own expense shall arrange for the safety provisions as per "Safety Code" framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide facilities as aforesaid the Executive Officer shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

42.8 In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this agreement the contractor shall arrange to furnish in triplicate particulars for each work in the proforma Vide Appendix XXXVIII by the end every month to the Executive Officer in charge of the work.

43. Blasting

43.1 Blasting executed by contractors in connection with Government works shall be carried out in the manner described under "Blasting operation - Instructions to Contractor" of the TNBP.

44. Protection of Existing and Adjoining premises

44. The contractor is to protect the whole of the adjoining and where necessary, the existing premises and all works and all fittings to all buildings on and adjoining the site against the structural and decorative damages caused by the execution of these works and make good in all respects all such damage done or occurring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work to existing public or to private footways or roadways.

45. Permit other workmen – Co-operation -Afford Facilities

45.1 The Executive Officer shall have full power to send workmen upon the premises to execute fittings and other works not included in the contract, for whose operations the contractor is to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract, but the

contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works, provided he complies with the Executive Officer's instructions in connections therewith, and provided that the damage is not caused by himself or his workmen.

45.2 The contractor shall, at all times co-operate, assist, attend on, and afford facilities for such specialists as may be employed by the Executive Officer on other works in connection with the building, allowing them free of charge the use of all plant, light and water installed in the works. The contractor shall also cause such special work to be protected as is instructed to avoid injury during progress of the works. For failure so to protect, the contractor must make good any damage caused.

45.3 When two or more contractors are engaged on installation or construction work in the same vicinity the Executive Officer shall have authority to direct the manner in which each shall conduct the work so far as it affects other contractors.

46. Holes for water services, gas electrical and sanitary fittings

46.1 The contractor shall leave all holes in masonry and floors for the insertion of water services, gas and electrical connections and sanitary fittings in the exact positions indicated by the Engineer-in-charge during the progress of work. These holes must be properly built up in a workmanlike manner at the contractor's cost, as soon as the fittings have been installed in cases where the installations are made during the construction of the building and where in the opinion of the Executive Engineer, delays in settlement of accounts will not thereby occur.

47. Contract's risk and insurance.

47.1 The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive Officer. The Govt. shall not be liable to pay for any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earthquake or other convulsions of nature and all other natural calamities and risks arising out of acts of God during such period and the option whether to take insurance coverage or not to cover and such loss or damages is left to the contractor.

47.2 Provided however, that the contractor shall not be liable for all or any loss or damages occasioned by or arising out of acts of foreign enemies, invasions, hostilities or warlike operations (before or after declaration of war), rebellion, military or usurped power.

Insurance

1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks.

- a. loss of or damage to the Works, Plant, and Materials [which are incorporated in works]; (b) loss of or damage to Construction Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
2. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
 3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
 4. Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
 5. Both parties shall comply with any conditions of the insurance policies.

48. Holidays

48.1 Subject to any provision to the contrary contained in the contract, the name of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays and other holidays without the permission in writing of the Executive Officer or of the officer in-charge of the work, save when the work is unavoidable or absolutely necessary for the safety of life or property or for the safety of the works in which case the contractor shall immediately advise the Executive Officer.

6. MISCELLANEOUS

49. Sand and Gravel

49.1 The contractor shall not make any excavations upon the site for the purpose of obtaining gravel, sand or soil other than that shown or implied by the drawings, except with the previous permission of the Executive Officer.

50. Old Curiosities

50.1 All old curiosities, relics, coins, mineral, etc., found in excavating or pulling down, shall be the property of the Government and be handed over to the Executive Officer. Should any ancient masonry, or other old work of interest be opened up the Executive Officer's attention shall be called to the same before demolition or removal.

51. Assignment or sub-letting

51.1. The contractor shall not without the written consent of the Executive Officer assign the contract nor sub-let any portion of the same. Ordinarily no sub-letting will be permitted, but in case such should be permitted by the Executive Officer, it shall in no way free the contractor from any of responsibilities under any clause of these "Conditions of Contract" or of the "Articles of Agreement"

52. Specialists

52.1 The Executive Officer shall, during the progress of the work have powers to select, nominate or recommend tradesmen or specialists to supply material or execute such portion of the work as he may consider desirable in the interests of the Government.

53. Ratification of the orders of the Executive Officer

53.1 Should the acceptance of the tenders be beyond the authorised powers of the Executive Officer as laid down the HRCE. code, the orders and decisions of such Executive Officer with regard to

(a) extension of time for completing the contract will be subject to the ratification of the Superintending Engineer for all

works for which tenders were accepted by the Engineers of HR & CE Department including Superintending Engineer, Commissioner / Board of Engineers and Government.

(b) the termination of contract or of employment of specialists for certain portion of the works will be subject to the ratification of the Commissioner for all works for which tenders were accepted by Engineers of HR & CE including Superintending Engineer/ Commissioner /Board of Engineers and Government.

54. Order Book

54.1 An order book shall be kept at the HRCE Office on the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the HRCE Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Executive Officer will countersign the entries, which have been made. The order book shall not be removed from the work except with the written permission of the Executive Officer.

54.2 No photographs of the site or of the work or any part thereof shall be taken except with the permission in writing of

The Executive Officer and no such photographs shall be published or otherwise circulated without the permission of the Chief Engineer.

H. DATE OF COMMENCEMENT, COMPLETION, DELAYS, EXTENSION, SUSPENSION OF WORK AND FORFEITURE

55. Date of commencement and completion

55.1 On notification of possession of the site (or premises) being given to the contractor by letter registered for acknowledgement as provided in clause 9.1 supra, he shall forthwith begin the work, shall regularly and continuously proceed with them, and shall complete the same (except for painting or other work which, in the opinion, of the Executive Officer, it may be desirable to delay) by the date of completion, as defined in the "Articles of Agreement" subject nevertheless, to the provisions of extension of time mentioned in the next clause. The contractor shall under no circumstances be entitled to claim any damages from Government if he incurs any expenses or liabilities to payment under the contract before the date of commencement defined above. The contractor shall have the right to withdraw from the contract and obtain refund of his security deposit if such intimation of handing over the site is delayed by more than two months from the date of acceptance of the agreement by competent authority.

56. Delays and extension of time

56.1 No claim for compensation on account of delays or hindrances to the work from any cause whatever shall be made except as hereinafter defined.

Reasonable extension of time will be allowed by the Executive Officer or by the officer competent to sanction the extension for unavoidable delays, such as may result from causes which in the opinion of the Executive Officer are undoubtedly beyond the control of the contractor. The Executive Officer shall assess the period of delay or hindrance caused by any written instruction issued by him at twenty five percent in excess of the actual working period so lost. If at any time the Executive Officer is of the opinion that there has been avoidable delays and the contractor fails to maintain the rate of progress specified in the articles of agreement, it shall be lawful for the Executive Officer to impose penalty or order forfeiture from the Deposit and sanction the extension of time for such delays, provided however, the penalty and forfeiture shall be governed as per clause 57.2 and 57.3

56.2 In the event of the Executive Officer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor the latter shall have the right to claim an assessment of such delay by the Executive Officer of the Temple. The contractor shall lodge in writing to the Executive Officer a statement of claim for any delay or hindrance referred to above within fourteen days from its commencement otherwise no extension of time will be allowed.

56.3 Whenever, authorised alterations or additions made during the progress of the work are of such nature in the opinion of the Executive Officer as to justify an extension of time in consequence thereof such extension of time will be granted in writing by the Executive Officer or other competent authority when ordering such alterations or additions.

57. Delays in commencement or progress or neglect of work or suspension of works by the contractor and forfeiture of Earnest Money, Security Deposit and withheld amount

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

57.2 The penalty or forfeiture referred to in Clause 57.1 shall not exceed 5% of the value of work executed and is imposed in cases where the contractor is allowed to proceed with the whole or part and complete the whole or such part of the works. The penalty or forfeiture imposed by the Executive Officer under this clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Executive Officer.

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

57.4 Determination of the contract referred to in Clause 57.1 shall carry with it the forfeiture of the Security Deposit. After determining the contract, the Executive Officer shall have the right to give any part of the work to any other contractor in the unexecuted portion of contract, in which case any expenses which may be incurred in excess of such amount which would

have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contract or any other amount what so ever Provided also that if the expenses incurred by the government are less than the amount payable to the contractor at his agreement rate the difference will not be paid to the contractor.

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

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

1. PARTICULARS OF PAYMENT

58. Payment on lump sum basis or by final measurement in unit prices

58.1 Final measurements need not be taken unless either the contractor or the Executive Officer claims extras to or deductions from the quantities of schedule -A. In case final measurements are claimed, they shall be taken only for those items for which either the contractor or the Executive Officer claims final measurements and the quantities of the remaining items in Schedule-A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by adding thereto or deducting there from as the case may be, the difference (if any) between the amounts mentioned in Schedule-A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurement aforesaid.

58.3 It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amounts and his acceptance thereof shall constitute a full and absolute release of Government from all further claims by the contractor under the contract.

59. Payment for additions and deductions for omissions

59.1 No authorised variation shall vitiate the contract, but additions and omissions shall be measured up and dealt with in accordance with clause 58.2'

59.2 If there is no rate in Schedule A for additional work ordered to be carried out by the Executive Officer, then prior to execution of the additional work, a rate for the additional work, shall be worked out in accordance with the methods indicated in 59.3 and with the rate agreed upon a supplemental agreement shall be entered in the proper departmental form signed and dated by the contractor and the Executive Officer and or any other officer for the time being authorised to accept such agreement and supplemental agreement shall on such acceptance form part of the original agreement. A copy of the supplemental slip shall be given to the contractor.

59.3.1 The rate for additional works shall be derived from the rate for similar items of work in the accepted agreement.

59.3.2 In the case of works for which supplemental agreement is to be entered into during the period when the schedule of rates has not changed from the date of execution of the original agreement then the rates for supplemental agreements may be the prevailing schedule or rates plus or minus tender premium in case the rates "cannot be derived from the items in the original agreement. In other case, where the schedule or rates has changed in the intervening period, the rates prevailing as per the schedule of rates at the time of execution of supplemental items will be adopted with, no tender premium over this rate.

59.3.3 If the rate for a particular item of work is not in the schedule of rates, the prevailing market rate when the work has done shall be adopted.,

59.3.4 If the rates cannot be determined as above, the rates shall be fixed on the cost of labour and materials plus 10 percent thereon, provided the vouchers shall have been delivered to the Executive Officer within 7 days after such work is completed. If the Executive Officer considers

59.3.5 that the vouchers are unduly high, the Executive Officer shall value the work as reasonable and fair and make payment if the value of payment is less than Rs. 1,000. If the value of additional payment exceeds Rs. 1,000 the contractor shall have the right to submit matter to arbitration.

60. No payment for unsanctioned extras

60.1 It shall be distinctly understood that no payment whatever will be made to the contractor for variations by way of extras, in cases where such variations have been "made within the written sanction of Executive Officer.

61. Accounts Receipts and Vouchers

The contractor shall at any time upon the request of the Executive Officer furnish him with all invoices account, receipts and other vouchers that he may require in connection with the contract.

62. Fraud, willful neglect or default

62.1 No final or other certificate of payment or of completion, acceptance or settlement of account shall, in any circumstances, relieve the contractor from his liability for any fraud, or willful neglect or default in the execution of the contract or any willful or unauthorized deviations from drawings, specifications, instructions and directions for the time being binding upon him.

63. Unfixed materials

63.1 No payment or advance will be made for unfixed materials when the rates are finished work in situ.

64. Payments and Certificate

64.1 Payments will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the Executive Officer or the Sub-Divisional Officer, within 14 days of the date of each certificate an intermediate

payment will be made by the Executive Officer or the Sub-Divisional officer of a sum equal to 95 percent of the value of work, as so certified and the balance of 5 percent will be withheld and retained as security for the due fulfillment of the contract.

Under the certificate to be issued by the Executive Officer or Sub-Divisional Officer on the completion of the entire works, the contractor will receive the final payment of all the money due or payable to him under or by virtue of the contract except security deposit and the

With held amount equal to 2 1/2 percent of the total value of the work done provided there is no recovery from or forfeiture by the contractor to be made under clause 57. The amount with held from the final bill will be retained under. Deposits and paid to the contractor together with the Security Deposit after one year reckoned from the date of completion of work or as soon after the expiration of such period of one year as all defects shall have been made good according to the true-intent and meaning thereof whichever shall last happen. In the event the final bill remains unpaid even after the period of one year aforesaid, the Executive Officer shall refund the security deposit which included the E.M.D. and also the withheld amount on a separate bill if requested for by the contractor in writing. No certificate of Executive Officer or Sub-Divisional Officer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates nor shall it relieve the contractor from his liability to make good defects and provided by the contract. The contractor when applying for a certificate, shall prepare a sufficiently detailed bill based on the original figures of quantities and rates in the contract Schedule-A to the satisfaction of the Executive Officer, to enable the Executive Officer or the Sub- Divisional Officer to check the claims and issue the certificate. The certificates as to such of the claims mentioned in the application as are allowed by the Executive Officer or the Sub-Divisional Officer shall be issued within fourteen days of the application. No application for a certificate shall be made within fourteen days of a previous application.

64.1 (A) Notwithstanding the above clause, the withheld amount of 2 1/2% from the final bill in respect of contract for construction of original building, will be retained by the Govt. for a total period of one year in lieu of six months period referred to in clause 64.1 above and will be released after the expiry of one year period on execution of an indemnity bond by the contractor to the satisfaction of the Executive Officer. for a further period of four years to ensure structural stability of the building under clause 26.1A

64.2 When there are complaints from the labour Department about non-payment of wages to the labourers employed by the Contractor for the execution of works under agreement, the Executive Officer, shall have full powers to withhold the bills claimed by the contractor pending clearance certificate from the Labour Department and to act as per the direction given by the Labour Department.

65. Interest on money due to the contractor

65.1 No omission by the Executive Officer or the Sub-Divisional Officer to pay the amount due upon certificates shall vitiate or make void the contract nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, be found to be due to him.

65.2 Whenever the withheld amount reaches Rs. 1,000 or a multiple thereof, the contractor may, at his option, deposit with the Executive Officer an equal amount in sums of Rs. 1,000 or a multiple thereof, in any of the forms of interest bearing securities recognized for the purpose by the

T.N. Public Works Account Code and subject to the provisions thereof contained in which case the equivalent withheld amount shall be paid to him forth with. The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rates of progress contained in the Articles of Agreement is properly maintained.

66. Acceptance of final measurements

66.1 The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Executive Officer, either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of or connected with the contract and also produce a certificate from the Income Tax Authorities that all income tax payable by him up to-date has been duly paid provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that Executive Officer in supplying the final measurement certificate need not be bound by the proceeding measurements and payments. The final measurements, if any of the Executive Officer shall be final conclusive and binding on the contractor.

67. Recovery of money from contractor in certain cases

67.1 In every case in which provision is made for recovery of money from the contractor, Government shall be entitled to retain or deduct the amount thereof from any money, that may be due or may become due to the contractor under these presents and or under any other contract or contracts or any other account whatsoever.

67.2 Recovery under Revenue Recovery Act

Whenever any amount has to be paid by the Contractor in view of the determination of the contract by virtue of clause 57 or any amount that may be due from the contractor is under these presents and the contractor is not responding to the demands for the payment of the said amount, then the Govt. shall be entitled to recover the said amount under the provisions of the Revenue Recovery Act.

68. Contractor dying becoming insolvent insane or imprisoned

68.1 In the event of the death or insanity or insolvency or imprisonment of the contractor, or where the contractor being a partnership or firm becomes dissolved or being a corporation goes into liquidation voluntary' or otherwise, the contract may at the option of the Executive Officer, be terminated by notice in writing posted at the site of the works and advertised in one issue of the local district Gazette and all

accepted and acceptable works shall forthwith be measured up and paid for at the rates provided in the contract schedule where such apply, or otherwise, by the most recent schedule of rate of the division approved by competent authority to the person or persons entitled to receive and give a discharge for the payment.

J. SETTLEMENT OF DISPUTES

69. Arbitrations

69.1 In case of any dispute or difference between the parties to the contract either during the progress or after - the completion of the works or after the determination, abandonment or breach of the contract, or as to any matter or thing arising there under except as to the matters left to the sole discretion of the Executive Officer under clauses 18,20,25-3,27.1,34,35 and 37 of "General conditions of contract" or as to the with holding by the Executive Officer of payment of any bill to which the contractor may claim to be entitled, then either party shall forthwith give to the other notice of such dispute or difference shall be and is hereby referred to the arbitration of the Executive Officer of the nominated circle mention in the "Articles of Agreement" (herein after called the 'Arbitrator') in cases where the value of claim is less than and upto Rs. 50,000/- in case where the value of claim is more than Rs. 50000/- the parties will seek remedy through the competent civil court. (G.O. Ms.No. 253 PW dt: 24.02.81)

The Arbitrator shall give detailed reasons in their awards for their findings and conclusion. (G.O.Ms.No. 1844 PW dt:06.04.83)

Subject as aforesaid to the provisions of the arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause. Upon every and any such reference, the costs of and incidental to the reference and award respectively shall be discretion of the arbitrator, subject to the condition that the amount of such costs to be awarded to either party shall not, in respect of a monetary claim exceed the percentage set out below of any such award irrespective of the actual fees, cost and expense incurred by either party provided that where a monetary claim is disallowed in full the said percentage shall be calculated on the amount of the claim. The arbitrator may determine the amount of the costs to be awarded or director the same to be fixed as between solicitor and client or as party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

The percentage above referred to in this clause are 5% on any such monetary award which does not exceed Rs. 10,000 at 3% on the next Rs. 40,000 or any part thereof 2% on the next Rs. 50,000 or any part thereof and 1% on any excess over Rs. 1,00,000/- provided that the government shall not be liable on any claim in respect of any such dispute or difference until the liability and the amount thereof shall have been referred to

and decided by the Arbitrator.

69.2 The fees for Arbitrators shall be levied based on the value of claims referred to for arbitration. The fees shall be calculated at 5% of the first Rs. 10000/- at 3% of the next Rs. 40000/-

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

APPENDIX No. I.

PUBLIC WORKS DEPARTMENTS SAFETY CODE

General Rules as to Scaffolds.

1. Suitable scaffolds shall be provided for workman for all works that cannot be safely done from a ladder or by other means. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and the ladder shall be given an inclination not steeper than 0.25 to 1 (0.25 horizontal to 1 vertical) When the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder., i

2. A scaffold shall not be constructed taken down or substantially altered, except (a) under the supervision of competent and responsible person; and (b) as far as possible by competent workers possessing adequate experience in such work.,

3. All scaffolds and appliance connected therewith and all ladders shall

- a) be of sound material
- b) be of adequate strength having regard to the load strain to which they will be subjected and
- c) be maintained in proper condition

4. Scaffolding or staging more than 3.5 metres above the ground or floor shall have a guard rail properly attached, be braced and otherwise secured at least 0 meter above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

5. Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

6. Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.

7. Before installing lifting gear of scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.

8. Working platform, gangways and stairways should be so constructed that to part there can save unduly or unequally. If the height or the platform or the gangway or the stairways is more than 3.5 meters above ground level or floor level they should be closely boarded should have adequate width and should be suitably fenced as described in (4above)

9. Every opening in the floor of a building or in a working platform shall be provided with suitable fencing or railing for a minimum height of 0.9 meter to prevent the fall of persons or material.

10. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall

in no case be less than 30cm for ladder upto and including 3 metres in length. For longer ladders this width should be increased at least 20 mm for each additional metre of length. Uniform step spacing should not exceed 30 cm. Adequate precautions should be taken to prevent danger from electrical equipment. No materials on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the Public from accidents and shall be bound to bear the expenses of the defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing of the defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise and claim by any such person.

Excavation and trenching

11. Trenches -1.2 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 0.8 meter above the surface of the ground. The sides of trenches which are 1.5 meters or more in depth shall be stepped back to give suitable slope or hold securely by timber bracing, so as to avoid the danger of sides to collapse.

12. Demolition - Before any demolition is commenced and also during the process of the work-

a) All roads and open areas adjacent to the work site shall either by closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding.

No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

13. All necessary personal safety equipment as considered adequate by the Executive Officer shall be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective goggles.

b) Those engaged in white-washing and mining or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

c) Those engaged in welding works shall have protective goggles and protective clothing and seated at sufficiently safe intervals.

d) Those engaged in welding works shall be provided with welder's protective sightlugs.

e) When workers are employed in sewers and man holes which are in use, the contractor shall ensure that the manholes covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Where ever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.

(i) No paint containing lead and lead products shall be used except in the form of paste or ready-made paint.

(u) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

(in) Overalls shall be supplied by the contractors to workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

(iv) When workers are employed in dangerous occupations like work with hot bitumen, drilling operations etc., which are likely to prove dangerous resulting in physical damage and casualty, adequate protection of the workers should be provided.

14. When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatments of all injuries likely to be sustained during the course of the works.

15. a) Hoisting machines and tackle including their

Attachments anchorages and supports shall be good mechanical construction sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in control of any hoisting machine, including the scaffold winch or give signals to the operator.

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

16. Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards. Hoisting appliance shall be provided with such means as will request to a minimum the risk of the accidental descent of the load. Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers and carry keys or other materials which are good conductors of electricity.

17. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at workshop. The person responsible for the compliance of the safety code shall be named by the contractor.

18. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Executive Officer of the Department or other representative.

19. Notwithstanding the above clauses (1) to (18) there is nothing in these to exempt the contractor from the operations of any other Act of rules in force in the Republic of India. Model Rules for provision of Health and Sanitary arrangements for workers employed by the P. W.D. and Highways and Rural works Department and their contractors

The contractor's special attention is invited to relevant clauses of the "General conditions of contract" in the Tamilnadu Building Practice and he is requested to provide at his own expense the following amenities' to the satisfaction of the Executive Officer.

∴ Application : These rules shall apply to all building and construction works in charge of HRCE.

2. Definition: (i) "Work place"¹¹ means a place at which an average fifty or more workers are employed in connection with construction work.

ii) "Large work place" means a place at which at an averaged 500 or more workers are employed in connection with construction work.

3. First Aid : (a) At the work site there shall be maintained in a readily accessible place, first aid appliance and medicines including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours.

(b) At large work places where hospital facilities are not available within easy distance of the works first-aid posts shall be established and be run by a trained compounder.

(c) Where large work places are remote from regular hospitals an in-door ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other work places some conveyance facilities, such as a car shall be kept readily available to take injured persons or persons suddenly taken seriously ill to the nearest hospital.

4. Drinking Water:

a) Water of good quality fit for drinking purposes shall be provided for the work people on a scale of not less than 15 litres per head per day.

b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage tank where such drinking water shall be stored.

c) Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollutions. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof. d) A reliable pump shall be fitted to each covered well the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing and bathing places : Adequate washing and bathing places should be provided, separately for men and women such places shall be kept in clean and drained condition. Bathing or washing should not be allowed in or near any drinking waterwell.

6. Latrines and Urinals: There shall be provided within the precincts of every work place, latrines and urinals in an accessible place and the accommodation, separately for each of them, shall be on the following scale or on the scale so directed by the Executive Officer in any particular cases.

(i) Where the number of persons employed does not exceed 50..... 2 seats

(ii) Where the number of persons employed exceed 50 but does not exceed 100..... 3 seats

(iii) For every additional 100 3 seats

If women are employed separate latrines and urinals screened from those for men shall be provided on the same scale.

Except in work places provided with water flushed latrines connected with a water borne sewerage system, all latrines shall be provided with receptacle on a dry earth system which shall be cleaned at least four times daily and at least twice during the working hours and kept in strictly sanitary conditions. The receptacles shall be tarred inside and outside at least once a year.

The excreta from the latrines shall be disposed off at the contractor's expense, in out way pits approved by the local Public Health Authority. The contractor shall also employ adequate number of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.

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

8. Creches: (a) At every workplace at which 50 or more women workers are ordinarily employed, there shall be provided two huts of suitable size for the use of children under age of 6 years belonging to such women, one hut shall be used for infants games and play and the other as a bed room. The huts shall not be constructed on a lower standard than the following

i) Thatched roofs

ii) Mud floors and walls.

iii) Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned.

The use of the huts shall be restricted to children, their attendants and mothers of the children. Where the number of

Women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dai to look after the children of women workers.

b) The size of creche or creches shall vary according to number of women workers.

c) The creche or creches shall be properly maintained and necessary equipment like toys, etc., shall be provided.

9. **Canteens:** A cooked food canteen on a moderate scale shall be provided for the benefits of workers if it is considered expedient

CONTRACTOR

10. Sheds for workmen: The contractor should provide at his own expense shed for housing his workmen. These sheds shall be on a standard not less than the cheap shelter type, to live in which the work people in the locality are accustomed to.

A floor area of about 1.8 metres x 1.5 metres for two persons shall be provided. The sheds to be in rows with 1.3 metres clear space between sheds and a 9 metres clear space between rows if conditions permit. The work people's camp shall be laid out in units of 400 persons, each, each unit to have a clear space of 12 metres around.

EXECUTIVE OFFICER

Arulmigu Vathalai Natchiamman Temple,

Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

Electrical Works :

1. In case the Civil Contractor does not have Electrical License issued by Electrical Licensing Board of Government of Tamil Nadu, the Civil contractor while applying for tender has to furnish an Undertaking from the Electrical Engineer, who is having Electrical License issued from Electrical Licensing Board, ESA/EA,ESB/EB with Live certificate for the year 2018-2019 Government of Tamil Nadu stating that the concerned electrical works will be executed under his supervision.
2. The entire work should be carried out as per the General specifications for electrical works in Government Buildings approved in G.O.Ms.No. 347 Works Dated: 17th March 1919, General conditions of contract for Electrical Works approved in G.O.Ms.No. 347 Works Dated: 17th March 1919, latest I.E. Act, I.E. Rules, CEIG conditions, ISI specifications and Revised TNSS Electrical Specifications.
3. In case, if it is necessary, the Contractor should be at the premises at the time of connecting the installations to the supply mains and afford all facilities for testing and commissioning.
4. The Contractors should supply only ISI approved materials with ISI mark.
5. The Field Officers should inspect the quality of the electrical materials then and there and the random sample materials supplied by the contractor should be tested in the Government Testing Laboratories (or) Government authorized Testing Laboratories and also if it is found necessary if the Field Officers suspects the genuineness of the materials.
6. The work contract assigned to the Contractor shall be cancelled if they engage Child Labour in executing works and such contractors should be black listed for three years.
7. The materials used in the work should be in conformity with specification of the departments. The makes specified in the tender schedule alone should be adopted during execution wherever applicable.

LIST OF APPROVED MATERIALS

1. 5A and 15A flush type switches, ceiling Rose, Batten Holder, 5A and 15A, switch and socket combined 5 Amps & 15 Amps plug socket etc.
KUNDAN/ANCHOR/DASPAN/ INDO ASIAN

2. Modular type switch/switch Box/flush mounted socket/Fan Regulator
MK India/ANCHOR ROMA/CRAB TREE/ INDO ASIAN
3. Fuse Units
GEM/KUNDAN/ANCHOR/STANDARD/Controls and switchgear/ INDO ASIAN
4. Industrial type plug & Sockets
HAVELLS/HAGER/FLIGHTER/BHARTIA CUTLER HAMMER/ LEGRAND/INDOASIAN
5. Protection Relays and Auxiliary Relays
SIEMENS/L&T/ALSTHOM/Controls & Switchgear
6. Instruments
AE/IMP/ENERCON/SECURE
7. CTs/PTs
KAPPA/PRAGATHI/INSTRANS/AE
8. Control switch/Indication Lamps/Push Button
SIEMENS/TEKNICK/KAYCEE/L&T
9. Iron and Metal Clad switches and Double break metal switches with HRC fuses or rewirable fuses.
GEM/KUNDAN/HPL/HAVELLS/STANDARD/ INDO ASIAN
10. Special type main switches Cubical type
L&T/ENGLISH ELECTRIC/SIEMENS/ INDO ASIAN
11. Water tight bulk head fitting
PHILIPS/BAJAJ/CROMPTON GREAVES/K-LITE/LUKER
12. LTUG Cables & H.T.U.G. Cables
TROPODUR/CCI/UNISTAR/PARAGON/RALLISON/UNIFLEX/HAVELLS/POLYCAB/RPG/FINOLEX
13. Cable Termination kits
CCI/RAYCHEM/BIRLA-3M/M-SEAL
14. Cable glands
COMET/PRABHAT/STANDARD
15. Cable trays & accessories
PROFAB/TECHNOFAB
16. Rising Mains
C&S/MERLIN GERIN/GE/KLOCKNER MOELL
17. Wiring Cables PVC sheathed and unsheathed copper cables.
KUNDAN/RRCABLES/ORBIT/FINOLEX/ATLAS/Q-FLEX/POLYCAB/INDO ASIAN/HAVELLS/L&T/RPG/ANCHOR/ATC

**CABLES/TEKMAK/V-GUARD/
DASPAN/BIOCAB**

**18. Distribution Board
KUNDAN/GEM/STANDARD/HPL/HAVELLS**

**19. Fluorescent fittings
FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON
GREAVES/BAJAJ/PHILIPS/WIPRO/HAVELLS/LUKER**

**20. PL & CFL fittings/Lamps
PHILIPS/OSRAM/ANCHOR/CROMPTON/DASPAN/L
UKER**

**21. Street light fluorescent fitting
FIXOLITE/GLOLITE/ATLAS/DELTA/COMPTON
GREAVES/BAJAJ/PHILIPS/WIPRO/LUKER**

**22. Decorative type fluorescent fitting
FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON
GREAVES/BAJAJ/PHILIPS/WIPRO/LUKER**

**23. Special type decorative box type & Street light fittings
PHILIPS/CROMPTON GREAVES/WIPRO/LUKER**

**24. MCB, ELCB, RCCB
GEM/KUNDAN/STANDARD/HPL/HAVELLS/LEGRA
ND(MDS)HAGER(L&T)/MERLIN GERIN/AXIOM/
INDOASIAN**

**25. Moulded Case Circuit Breakers
MERLIN GERIN/SIEMENS/SSG/GE/ABB/ INDO
ASIAN**

**26. Ceiling fans, exhaust fans, table fans, wall mounting fans
and pedestal fan
CROMPTON GREAVES/USHA/ORIENT/BAJAJ/KHAI
THAN/HAVELLS/ALMONARD/ROOPA/APEX
LEHAR/ORTEM/MARC- STAR RATED WITH ISI
MARK**

**27. Stepped Electronic square type fan Regulator and Dimmer
type Electronic square type Fan Regulator.
ANCHOR DELUXE/CROMPTON GREAVES**

**28. Storage type Water Heaters
VENUS/RECOLD/ELAC/MARC-STAR RATED WITH
ISI MARK**

**29. Indoor VCB
EXCEL/STALMAC**

The makes specified if any in the agreement should be adopted during execution wherever applicable.

Contractor

EXECUTIVE OFFICER
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

APPENDIX - IX –XXXVIII

MONTHLY REPORT OF CONSTRUCTION EMPLOYEES UNDER CONTRACTORS

1. Name, location and type of work
2. Name of Contractor
3. Works engaged in
(i) P.W.D, Work
(ii) Government work other than PWD (iii) Other works
4. Name and address of Manager(s) of works
5. Value of contract
6. Employment earnings

Category	Men	Women	Employees boys	Girls
1	2	3	4	5

- I. Total number of employees during months:
- II. Number of employees in the works on the last working day of the month:
- EL. Total wages paid for
- IV. Total numbers of working days during the month
- V. Length of normal wage period

Date :

Place :

To

Signature of the Contractor or Manager

1. The Employment Officer, District Employment Office, 2. The Executive Engineer, Division.

Instruction to complete the Performa

1. The Contractor means the person who has contracted to execute the works.
2. Manager means any person who manages, supervises the work(s) on behalf of the contractor.
3. Item-6(i) The cumulative total of daily employment on all days in a Calendar month, if the last day of the Calendar month is a holiday, the working day immediately previous to the holiday Item 6 (ii) Wages means basic wage, dearness allowance project allowances etc. including work benefits paid in cash or kind. Item 6 (iii) Columns 2 and 3 refer to adults who are 18 years of age or over. Item 6 - Columns 4 and 5 refer to others not covered by columns 2 and 3.
4. Returns should cover a calendar month.
5. Completed returns to reach the employment exchanges concerned on or before 5th of the month Succeeding the month to which the return relates.

AMENDMENT

(Issued in Govt. P.W.D., Letter No. 2163/Y2/95-l/dU9.9.96)

In the said preliminary specifications after clause 56.3 the following clauses shall be inserted, namely:

56.4 In cases where the Government under the terms of the contract with the contractor are liable to supply any materials, article or things to the contractor for the performance by him of his part of the contract, the Executive Officer, may at his absolute discretion extend the time with in which such materials, articles or thing maybe supplied by the Government, and the Government may supply to the contractor such materials, articles or things within the time so extended without any liability on their part to compensate the contractor by reason of the extension of time for the supply of the materials, articles or things.

56.5 In cases where the Government under the terms of the contract are liable to supply any materials, articles or things to the contractor for the performance by him of his part of the contract and the Government for any reason are unable to supply such materials, articles or things either within the time specified in the contract or within the time extended under clause 56.4 the Joint Commissioner / Executive Officer may at his discretion or at the request of the contractor determine the whole or any part of the contract which cannot be performed by reason of the failure to supply such materials, articles or things and the contractor shall not be entitled to claim any damages or compensation in respect of such determination. The contractor shall however, be paid the value of the work already done by him and the cost of the materials articles or things if any collected by him up to the date of such determined and left unused on the work-spot (Which shall be taken over by the Executive Engineer either at the contract rates or at values deducted form the through rates included in the contract) when the contract is determined at the discretion of the Executive Officer, he shall give notice in writing to the contractor and the decision of the Executive Officer to determine the contract shall be final and binding on the contractor

Explanation: The expression through rules means the rate for the finished items of work or the allinrates that is to say, the rates for finished items of work inclusive of the cost of materials and labour

56:6 If, at any time after the acceptance of tender the Government shall, for any reason what so ever not required the whole or any part of the works to be carried out, the Joint Commissioner / Executive Officer shall give notice in writing of the fact to the contractor who hare no claim to any compensation or other payments what so ever, on account of any profit or advantage he might have derived from the Execution of ofthe work in full but which he did not drive in consequence of the termination of the works, he shall be paid at contract rates, for the work executed by him including any additional works such as clearing of site etc. may be rendered necessary by such determination. He shall also be allowed a reasonable payment as decided by the authority which accepted the tender, for any expense incurred by him on account of labour and materials, articles or thing collected, but which could not be utilized on the works as verified by the Executive Engineer such decision shall be final and binding on both the parties and shall not be subject to arbitration under clause 69

AMENDMENT

(G.O.Ms.No.309, Finance (Saleries), 17th October 2017, Purattasi31, Helilambi, ThiruvallurAndu – 2048)

All the Contractors and Sub- Contractors hired by main contractors shall engage construction workers registered with the Construction Workers Welfare Board as required under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Central Act 27 of 1996).

Contractor

EXECUTIVE OFFICER

Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

ADDITIONAL SPECIAL CONDITION

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

Contractor

EXECUTIVE OFFICER

Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

PRICE ADJUSTMENT CLAUSE

**G.O. MS. NO. 60 PW(G2)Dept Dt:14.03.2008 and
amended in G.O. MS. NO. 101 PW (G2) DeptDt :10.06.2009.**

Price Adjustment Clause is eligible for this work subject to the following conditions:

- 1.** Price Adjustment Clause will be applicable for all works where value of work put to tender costing Rs.100.00 lakhs and above. However **No Price Adjustment will be applicable for maintenance and repair works.**
- 2.** The Full Price Adjustment on all the components including **cement, steel, bitumen and Petroleum, Oil and Lubricants (POL)** shall be applicable to the work with contract period of more than 18 months with all other conditions remaining the same as per rule 14(8) of 2000 Tamil Nadu Transparency in Tenders rules.
- 3.** Full Price adjustment **on cement, steel, bitumen and POL** is applicable, if the contract period is **18 months and below.**
- 4.** Contract Price shall be adjusted for **increase or decrease** in rates for cement, steel, bitumen and Petroleum, Oil and Lubricants (POL), Labour, Plant & Machinery spares components and local materials in accordance with the following principles and procedures and as per formula given in General Conditions of Contract and will be operated by the respective Joint Commissioner / Executive Officer.
- 5.** Price adjustment will be calculated only on the estimated cost of work.
- 6.** Price Adjustment will apply only when the fluctuation of rates exceed by 3% compared to the estimate rates (Reserve Bank of India – Index Price).
- 7.** Price adjustment will be made for both **increase and decrease** in the cost of materials.
- 8.** Bitumen and POL will be considered on 'Pass through' basis with payment of actual rates / price at the rates charged by Indian Oil Corporation.
- 9.** Escalation will be given for only those quantities which would have been used had the contractor stuck to this original timeline.
- 10.** Price adjustment mechanism will cease to operate for the value of work executed beyond the agreement period.
- 11.** Agreement period shall include the "actual period" for which the work was "suspended officially" and extension of time permitted for any valid reasons, such as

war, natural calamities, like flood, earthquake and other risks arising out of acts of God during the agreement period; work delayed due to the land acquisition process; change in design, change in scope of work, etc., which is given in writing by the Tender Calling Officer of the respective work.

All works for which price Escalation / Variation is contemplated must have milestones fixed in physical terms and have a pre-fixed time-line for use of inputs clearly indicating the nature and quantum of eligible inputs to be used for the work for the relevant period between two milestones. Price Escalation / Variation will be applicable for those quantities 'actually' used by the contractor including additional quantities if any, used or achieved ahead of the time line. However, if the contractor does a certain quantity of the work in third quarter which ought to / should have been done in the earlier quarter, Price Escalation / Variation will still be applicable on that quantity at the rates as applicable in the relevant quarter as per time-line or period of actual use whichever is less.

Price variation will be calculated as per specified formula from the last date of submission of tender upto the end of agreement period provided, if the agreement is signed within the minimum specified time, failing which, the Price variation will be applicable from the date of agreement only, based on the wholesale Price Indexes of Reserve Bank of India. The quarter would be reckoned with reference to the quarter of the calendar year in which the last date on tender submission is fixed. In case of delayed agreement, the quarter in which the agreement is signed will be reckoned for the purpose of calculation of price adjustments.

The Formula for adjustment of prices are :

R = Value of Work during the quarter under

consideration. i. Adjustment of Cement Component:

Price adjustment for increase or decrease in the cost of cement procured by the Contractor shall be paid in accordance with the following formula, if this component is involved in the work executed during the quarter under consideration.

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

where

V_c = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate of Cement.

C_0 = The RBI index for cement for the quarter during the date of opening of tenders provided if the tender is accepted within 90 days or otherwise this date will be reckoned only from the date of signing of agreement

C_1 = The RBI index for cement for the quarter under consideration
 P_c = Percentage for the cement component of the work

ii. Adjustment of Steel Component:

Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula, if this component is involved in the work executed during the quarter under consideration.

$$V_S = 0.85 \times P_S / 100 \times R \times (S_1 - S_0) / S_0$$

where

V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate of Steel.

S_0 = The RBI index for Steel for the quarter during the date of opening of tenders provided if the tender is accepted within 90 days or otherwise this date will be reckoned only from the date of signing of agreement

S_1 = The RBI index for Steel for the quarter under consideration
 P_S = Percentage for the Steel component of the work

iii. Adjustment of Petroleum, Oil and Lubricants (POL) Component:

Price adjustment for increase or decrease in the cost of Petroleum, Oil and Lubricants (POL) procured by the Contractor shall be paid in accordance with the following formula, if this component is involved in the work executed during the quarter under consideration.

$$V_F = 0.85 \times P_F / 100 \times R \times (F_1 - F_0) / F_0$$

where

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of Petroleum, Oil and Lubricants.

F_0 = The average official retail price of High Speed Diesel (HSD) at the existing Consumer Pumps of IOC on the day thirty days prior to the date of opening of tenders provided if the tender is accepted within 90 days or otherwise this date will be reckoned only from the date of signing of agreement

F_1 = The average official retail price of High Speed Diesel (HSD) at the existing Consumer Pumps of IOC for the 15th day of the middle calendar month for the quarter under consideration

P_F = Percentage for the POL component of the work

iv. Adjustment of Labour Component:

Price adjustment for increase or decrease in the cost of Labour engaged by the Contractor shall be paid in accordance with the following formula, if this component is involved in the work executed during the quarter under consideration.

$$V_L = 0.85 \times P_L / 100 \times R \times (L_1 - L_0) / L_0$$

where

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of local Labour.

L_0 = The average consumer price index for industrial workers for Chennai centre for quarter preceding the date of opening of bids as published by Labour Bureau provided if the tender is accepted within 90 days or otherwise this date will be reckoned only from the date of signing of agreement

L_1 = The average consumer price index for industrial workers for Chennai centre for the quarter under consideration as published by Labour Bureau.

P_L = Percentage for the Labour component of the work

v. Adjustment of Plant and Machinery Spares Component:

Price adjustment for increase or decrease in the cost of Plant & Machinery spares procured by the Contractor shall be paid in accordance with the following formula, if this component is involved in the work executed during the quarter under consideration.

$$V_p = 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$$

where

V_p = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of Plant & Machinery spares.

P_0 = The average consumer price index Heavy Machinery and parts for quarter preceding the date of opening of bids as published by the Ministry of Industrial Development, Government of India provided if the tender is accepted within 90 days or otherwise this date will be reckoned only from the date of signing of agreement

P_1 = The average consumer price index Heavy Machinery and parts for quarter under consideration as published by Ministry of Industrial Development, Government of India

P_p = Percentage for the Plant & Machinery spares component of the work

vi. Adjustment of Local Materials Component:

Price adjustment for increase or decrease in the cost of Local Material procured by the Contractor shall be paid in accordance with the following formula, if this component is involved in the work executed during the quarter under consideration.

$$V_M = 0.85 \times P_M / 100 \times R \times (M_1 - M_0) / M_0$$

where

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of Local Material.

M_0 = The average consumer price index for all commodities for quarter preceding the date of opening of bids as published by RBI, Government of India provided if the tender is accepted within 90 days or otherwise this date will be reckoned only from the date of signing of agreement

M_1 = The average consumer price index for all commodities for quarter under consideration as published by RBI, Government of India.

P_M = Percentage for the Local Material component of the work

Bonus as an incentive for advance completion of work is considered. If the work is completed in advance by not less than 10% of agreement period can be considered and bonus for 1% on the value of actual quantum of works executed at tendered rates may be paid.

Dated signature of the Applicant
With seal

EXECUTIVE OFFICER
Arulmigu Vathalai Natchiamman Temple,
Kandamangalam Village, Budhalur Taluk,
Thanjavur District.

CONDITIONS FOR SANITARY ARRANGEMENTS

Rules for the provision of health and sanitary arrangements for workers employed by the P.W.D and its contractors

The contractor's special attention is invited to clauses of General condition of contract in T.N.P.B Vol.II and he is requested to provide at his own expenses the following amenities to the satisfaction of the Executive Officer.

FIRST AID:

At the work site it shall be maintained easily accessible place first aid appliances and machines including an adequate supply of sterilised dressings and cotton wool. The appliances shall be kept in a good order. They shall be placed under the charges of a responsible person who shall be readily available during working hours.

DRINKING WATER:

- a. Water of good quality fit for drinking purpose will be provided for the work people on /a/scale not less than three gallons per head per day.
- b. Where drinking water is obtained from intermittent Public Water supply, each work shall be provided with storage tank where such drinking water shall be stored.
- c. Water supply and storage shall be at a distance of not less than 50 feet from any latrine, drain, or other existing well, when the well is within 50 feet of a drain, or any other source of pollution, the well will be properly closed before water is drawn from it for drinking, all such well shall be entirely closed on the top and be provided with a trap door which shall be dust and water proof. The trap door shall be locked and opened only for cleaning or inspection, which shall be done atleast on a month.
- d. A reliable pump shall be fitted to each covered well.

WASHING AND BATHING PLACES:

Adequate washing and bathing places shall be provided separately for men and women, such places shall be kept clean and in drained condition cleaning of vessels or washing could not be allowed in or near by drinking well.

CONTRACTOR

Executive Officer,

LATRINE AND URINALS:

In every work place, latrine and urinals shall be provided, in accessible places and the accommodations separately for each of them shall be on the following scale upon the scale so directed by the Executive Engineer in a particular case.

- i. Where number of persons employed, do not exceed 50-2(two)
- i. Where number of persons employed, exceed 50 but does not exceed 100- 4 (Four)
- iii. For every additional 100 Persons.

ADD at the rate of 3%.If woman are employed separate latrines screened from those for men shall be provided on the same scale Except in work places provided with water flushed latrines dry type latrine with receptacle or dry earth system which will be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition shall be provided.

The excretes from the latrines shall be disposed off at the contractor's expenses, in outlay pits approved by the Local Public Health Authority. The contractor shall also employ adequate number of scavengers and conservatory staff to keep the latrine and urinals in clean condition.

SHEDS FOR WORKMEN:

At the work site, there shall be provided free of cost two suitable sheds one for meals and another for rest for the use for labourer.

ii. The contractor should provide at his own expenses for housing the workmen. The sheds shall be on a standard not less than the cheap shelter type. A floor area of about 8 for two persons shall be provided. The sheds are to be in a row with a clean space between sheds, condition permits. The workpeople camp shall be laid out in units of 400 persons. Each unit shall have a space of 40 feet around.

iii. At every work place at which 25 or more women working ordinarily employed there shall be provided two huts of suitable size for the use of children, under the age of 6 years along to such one that shall be used for infant play as whereas their bed room. The hut shall not be constructed in lower standard than the following (i)thatched roofs (ii)Mud floors and walls(iii) Planks spread over the mud floor and covered with matting.

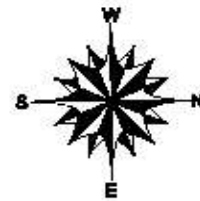
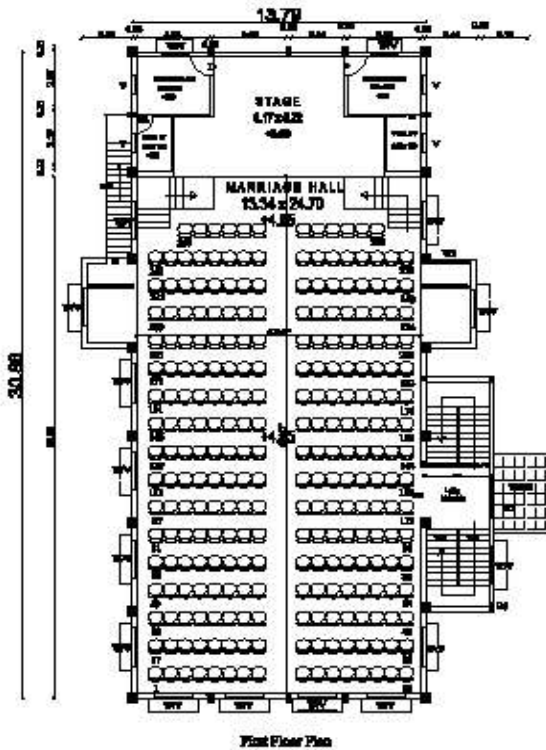
The number of the crèches should vary, according to the number of women workers. The crèches should be properly maintained and necessary equipments like Toys etc. should be provided and huts be provided with suitable and sufficient sweepers to keep the place clean. There shall be ayah in attendance sanitary urinals shall be provided to the satisfaction the Health Officer of the area concerned.

CANTEEN:

A cooked food canteen on a moderate scale shall be provided for the benefits of the workers if it is concerned necessary.

CONTRACTOR

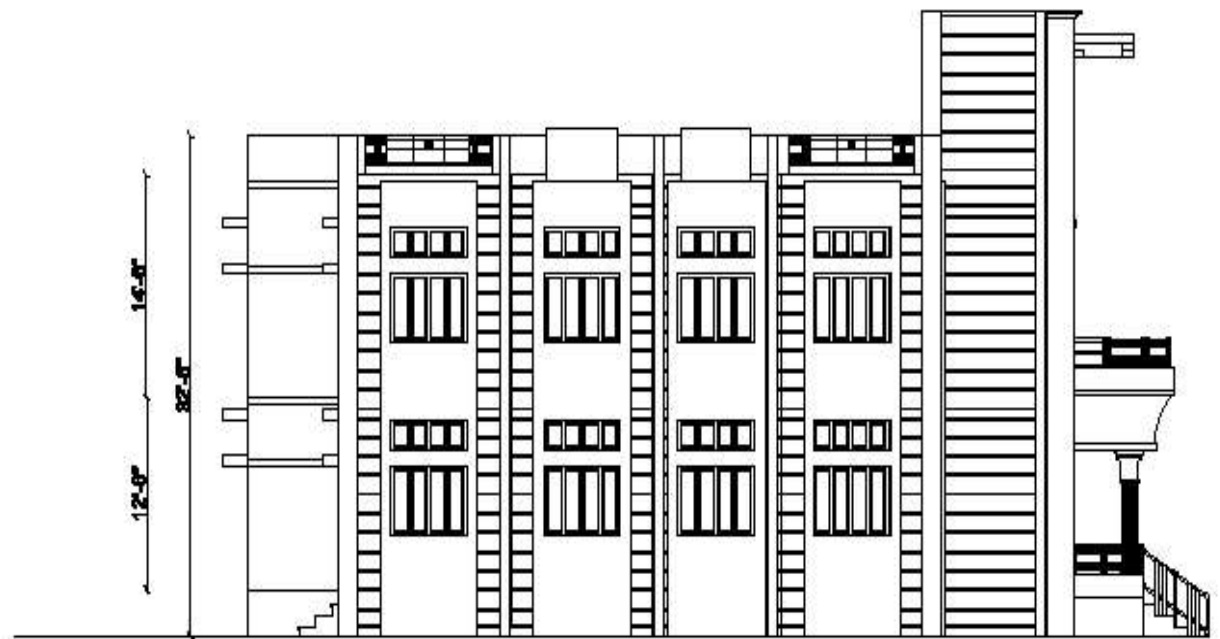
Executive Officer,



Item	Qty		Unit	Top	C/P	F/P	B/P	Total
	Width	Height						
M.D TW Panelled Door	2400	2400	0	2400	1	1	0	2
C.G. Collapsible Gate	2400	2400	0	2400	1	0	0	1
II TW Flush Door	900	2100	0	2100	3	2	0	4
DA M.S. Door	2000	2100	0	2100	1	0	1	2
IE2 UPVC Door	700	2100	0	2100	0	2	0	2
IE3 UPVC Door	750	1850	0	1850	0	2	0	2
IE4 UPVC Door	1340	2100	0	2100	0	1	0	1
O Opening	750	1650	0	1650	0	3	0	3
W UPVC Window	1800	1200	3000	2400	17	13	1	31
W1 UPVC Window	1200	1200	3000	2400	3	1	0	4
W2 Fixed Glass Window	1800	1600	3000	1800	3	2	0	4
V UPVC Ventilator	1800	600	3000	2400	16	18	1	35



Terrace Floor Plan



Elevation

