OFFICE OF THE JOINT COMMISSIONER /
EXECUTIVE OFFICER
SRI RANGANATHASWAMY TEMPLE, SRIRANGAM,
TIRUCHIRAPPALLI DISTRICT

TENDER DOCUMENTS

NAME OF WORK : Repairs and renovation to Rampart wall (Thirumathil) 6th enclosure in between West Chithirai Street and West Adayavalanjan Street in connecting South West Corner to North West Corner to a length of 621.04m in A/m. Aranganatha swamy Thirukoil, Srirangam.(VIth – 1st reach)

YEAR : 2017

COST OF TENDER DOCUMENTS : Rs. 15000.00
SALES TAX : Rs. 750.00
TOTAL : Rs. 15750.00

TENDER SHALL BE SUBMITTED ON or BEFORE 14.06.2017 - 3.00 p.m.

TENDER DOCUMENTS SOLD TO:-
ANNEXURE – I

PARTICULARS TO BE FURNISHED BY TENDERERS

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<table>
<thead>
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<tbody>
<tr>
<td>1</td>
<td>Name of Tenderer :</td>
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<tr>
<td>2</td>
<td>Name of work :</td>
</tr>
<tr>
<td>3</td>
<td>Date of Tender :</td>
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<td>4</td>
<td>Total value of Tender : Rs.</td>
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<tr>
<td>5</td>
<td>Details about E.M.D. Enclosed for the tender and its validity :</td>
</tr>
<tr>
<td>6</td>
<td>Registered class of the tenderer with monetary limit and department in which registered (certified copy of the Registration should be attached.):</td>
</tr>
<tr>
<td>7</td>
<td>Recent works executed (Details about the name and place of work, value of the works, etc., should be furnished.) :</td>
</tr>
<tr>
<td>8</td>
<td>Works under execution (Details about the name and place of work, value of the works, etc., should be furnished.):</td>
</tr>
<tr>
<td>9</td>
<td>Command of labour in brief :</td>
</tr>
<tr>
<td>10</td>
<td>Turnover of previous years (particulars for a period of three consecutive years to be furnished) :</td>
</tr>
<tr>
<td>11</td>
<td>Whether Income Tax clearance certificate is enclosed ; if not, when it will be produced. :</td>
</tr>
<tr>
<td>12</td>
<td>Whether Sales Tax clearance certificate is enclosed. If not when will it be produced? :</td>
</tr>
</tbody>
</table>

Contractor

Sd/.........................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
13 Technical Assistant Details :

a) Name :
   Qualification certificate :
   Experience :

b) Name :
   Qualification certificate :
   Experience :

(OR)

c) Name :
   If retired Civil Engineer Designation and date of retirement.
   (Copy enclosed)

d) If any other particulars :

Contractor
Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
SPECIAL INSTRUCTIONS TO THE TENDERERS

Part – I

1. The tenderer should fill up the Annexure to the Tender schedule furnishing there to the required information.

2. The tenderers should furnish the particulars of name, address and technical qualification of the Technical Assistant proposed to be employed by them to look after the execution of this work as per terms and conditions of the contract.

3. All pages of the tender should be signed by the tenderer and corrections in rates should be duly attested by them.

4. A copy of the tenderers registration in P.W.D., as a contractor (or) HR & CE approved Stone Sthapathy shall be attached with the tender.

5. Current Income Tax Clearance Certificate shall be enclosed with the tender or the tender on which the Income Tax Clearance Certificate for the current year was submitted to this office should be specified.

6. The following particulars shall also be furnished by the contractor along with the tenders.
   a. A list of details of works executed by the contractors with their value.
   b. A list of details of works under execution by the contract with their values.
   c. Annual turnover of the contractor for the last one year. Necessary certificate to the effect issued by the respective Bank shall be attached.

Part-II

1. The tenders should carefully go through the tender schedule and quote their rates for all times.

2. The rates/percentage 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 rates quoted and the quantity of work to be done under the item.

4. The total form each page should be arrived at and carried over to every page and the grand total value of work should be worked out and shown at the end.

5. The tender should be submitted along with the covering letter giving full details as called for in the tender notice and with particulars of following items.
   a. Whether they are registered contractors if registered together with the copy or letter registering them in the appropriate class.
   b. Details of the earnest Money Deposit remitted such as small savings Scripts, D.D., in which the earnest Money Deposit was paid.

In case the tenderers are eligible for concessional Earnest Money Deposit and accordingly they have tendered their No. and details from which the concession was granted to them to be specified and if possible a copy of this aforesaid reference may be enclosed along with the tender for ready reference.

   c. Details of previous work done by the tenderers covering the cost of work the agreement No and date, the Department in which the work was carried our etc., so as to assess the previous experience of the tenderers at once as also make an easy for reference to their record of every year details should be furnished so as to see that the tenderers have minimum experience of major buildings.

   d. List of various machinery and other equipments at the tenderer disposal for use in the execution of the work.

   e. The tender form should be filled in while submitting the tender. The tenders submitted without filling up the tender form is liable to be rejected.

   f. The certificates showing the annual turnover of the Contractor for the last one year issued by the respective bank shall be attached.

6. The tenders must be submitted in a foolscap cover thereby duly signing all the conditions, Plans and schedule issued as tender documents.
TENDER FORM

Dated

From

To

The Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.

Sir,

I/we ..........................................................do hereby tender and if this tender be accepted undertake to execute the following work viz.

as shown in the drawings and described in the specifications deposited in the office of The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. with such variations by way of alterations (or) additions in and omission from the said works and method of payment as are provided for in the “Conditions of contract for the sum of Rupees ...........................................(to be entered in words and figures.)

Or such other sum as may be arrived at under the clause of the Standard Preliminary Specifications relating to payment on lumpsum basis or by final measurements at unit prices”.

2. I/we have also completed the priced list of items in schedule "A" Annexed (in words and figures) for which I/we agree to execute the work and receive payment on measured quantities as per the general conditions to the contract.

Contractor

Sd/...........................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the Tamil Nadu Building Practice and the general conditions to the contract there in and the Tamil Nadu Building Practice Addenda Volume; and that I/We have made such examination of the contract documents and of the plans, specifications, quantities and of the location, where the said work is to be done, and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of the same and the requirement, Covenants, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I /we will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, stipulations restrictions and conditions.

4. I/We ........................................ being a registered Public Works Department contractor enclose an income Tax verification certificate have already produced an Income Tax verification certificate during the current calendar year in respect of ......................................... (here particulars of the previous occasions on which the certificate was produced should be given). The legal address of the contractor for service of all letters and notices will be as follows:

5. (i) (a) I / We enclose herewith a chalan for the payment of the sum of Rupees ........................................................................................................... ........as Earnest Money not to bear interest (to be entered in words and figures).

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

(i) (c) in lieu of cash deposits, I / We have enclosed a . ......................... .......... bearing No. ................................. ........ Dated ................................. ........ issued by ................................................................. for a value of Rs. ......................... (Rupees ................................. ........................................ only) drawn/endorsed/pledged in favour of the The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam.
(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 for rejection or at the expiration of ninety days from the date of this tender, whichever, is earlier. If my/our tender is accepted, the Earnest Money Deposit shall be retained by the Government as security for the due fulfillment of the contract. If upon intimation being given to me/us by the authority authorized by the Governor under Article 299 (i) of the constitution (hereinafter called the accepting authority) of acceptance of my/our tender and if I /we fail to make the additional security deposit, or to enter into required agreement (as specified in class IV of the tender notice) then I/We agree to the forfeiture of the Earnest Money Deposit. Any notice required to be served on me/us hereunder shall be sufficient served on me/us if delivered to me / us personally or forwarded, to me/us by post to (Registered or ordinary) or left at the mail address given herein. Such notice shall, if sent by post be deemed to have been served, on me/us at the time when in due course of post, it would be delivered at the address to which it is sent.

7. I/We fully understand that on receipt of communication of acceptance of tender, from the accepting authority there emerges a valid contract between me/us and the Governor of Tamil Nadu and the tender documents i.e., tender notice, tender with schedules. General conditions to the contract and special conditions of the tender, negotiation letter, communication of acceptance to tender, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clauses (iv) of tender notice, provided that, it shall be open to the accepting authority to insist on execution of any written agreement by tenderer, if administratively considered necessary or expedient.

8. I/We have also signed the copy of the Tamil Nadu Building Practice and National Building Code and Addenda volume thereto, maintained in the office of the The Joint commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. in acknowledgement of being bound by all conditions of the clauses of the General conditions to the contract and all specifications for items of work described by a specification number in Schedule “A”.

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
9. In consideration of the payment of the said sum of Rupees .......................... ...........................................or such other sum as may be arrived at under the clause of the General conditions to the contract relating to payment of lump sum basis or by final measurement at unit prices I/We agree, subject to said conditions to execute and complete the works shown upon the said drawing serially from Number 1 to ...................... inclusive Schedule (B) and described in the specifications Schedule (C) and to the extent of the probable quantities shown in the Schedule (A) with such variations by way of alteration or additions to or deductions from the said work and method of payment therefore as are provided for in the said conditions.

10. The term “The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam 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 Government with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorized under Article 299(1) of the constitution.

11. I / We agree that the time shall be considered as the essence of this contract and to commence the work, as soon as this contract is accepted by the competent authority as defined by the Tamil Nadu Public Work 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 Twelve 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 provision for extension of time contained in clause 56 of the General conditions to the contract appended to Tamil Nadu building practice.

12. I /We agree that upon the terms and conditions of this contract, being fulfilled and performed to the satisfaction of The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam the Security deposited by me/us as hereinbefore cited or such portion 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 to the contract.
13. I am/we are professionally qualified and my/our qualifications are as follows:

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Technical Staff Proposed to be Employed</th>
<th>Qualification and Experience</th>
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<tr>
<td>1</td>
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<td>4</td>
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14. I /We agree that the Arbitrator for fulfilling the duties set forth in the Arbitration clause of the General conditions to the contract shall be

1. The Commissioner, H.R & C.E Department, Chennai, in case the value of claim does not exceed Rs.50, 000/- (Rupees fifty thousand only).
2. In case of the value of the claim exceeding Rs.50, 001/- and above, the remedy will be through the competent civil court only.


15. On behalf of the Governor of Tamil Nadu and as duly authorised by the Governor under Article 299(1) of the constitution the above tender for a value of Rs. (Rupees ..................................................only) Is accepted on this day ........................................of .....................2016.

Signature of the witness
in full and address with name
in Block letters

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
Lumpsum Contract
TENDER NOTICE

For and on behalf of Governor of Tamil Nadu sealed tender will be received by The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. at his office up to 15.00 hours on 14.06.2017 for the work of “Repairs and renovation to Rampart wall (Thirumathil) 6th enclosure in between West Chithirai street and West Adayavalanjan street in connecting South West Corner to North West Corner to a length of 621.04m in A/m. Aranganatha swamy Thirukoil, Srirangam.(VIth – 1st reach)”. The tenders so received on 14.06.2017 and those received by post up to 15.00 hours on 14.06.2017 will be opened on 14.06.2017 at 15.30 Hours.

The tender should be in the prescribed form obtainable from the office of the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam.

1. The tenders will be opened by the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. at the place and on the date afore mentioned at 15.30 Hours. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tenderer 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 tenderers of their agents find it inconvenient to be present at the time, then in such a case the tender receiving officer will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.

2. Tenders must be submitted in sealed covers and should be addressed to the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. the name of the tender and the 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 a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his own name and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by and 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 sent a certificate of Income Tax verification form the appropriate Income-Tax authority in the form prescribed therefore. This certificate will be valid for one year from the date of issue for all tenders submitted during the period. In the case proprietary and partnership firm, it will be necessary to produce the certificate afore mentioned for the proprietor or proprietors and for each of the partner as the case may be. If the tenderer is a registered P.W.D., contractor and if a certificate for the current year has already been produced by him during the calendar year in which the tender is made, it will be sufficient if particulars regarding the previous occasion on which the same certificate was produced are given. All tenders received without a certificate as aforementioned will be summarily rejected.

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
4. Each tenderer must pay as Earnest Money a sum of Rs. 63,500/- (Rupees sixty three thousand and five hundred only) into the Branch of State Bank of India or into the Government Treasury or Sub-Treasury within the jurisdiction of the Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam, to the credit or revenue deposits on behalf of the Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam and enclose with his tender. The earnest money deposit can also be paid in any other forms as may be approved by the State Government from time to time. The earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of Ninety days from the date of tenders whichever is earlier. The refund will be authorised by The Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam. By suitable endorsement on the chalan. The earnest money will not be received in cash or currency by the officers, except exceptional cases. Where there are no Treasuries or banks within the jurisdiction of the officer calling for tenders. When currency notes are given, the tenderer should sign his name in full with date, on the back of all the currency notes given by him, whatever their denominations may be No other mode of payment will be accepted, Bank Guarantee of any kind not be accepted.

The Earnest Money Deposit should be remitted in the shape of Small Savings Scrips Deposits, Pass Books, National Savings Certificates,. If the Earnest Money is remitted in the shape of National Savings Certificates and Kisan Vikas Patras, it must be pledged in favor of the officer concerned. If the E.M.D. in the shape of N.S.C. and K.V.P., is not pledged, the tender will be summarily rejected. The E.M.D. in the shape of Demand Draft/Bankers’ cheque, should be drawn in favor of the officer by designation only. Earnest money deposit will also be accepted in the form of cash in the office of the Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam.

The earnest money deposit will be retained in the case of the successful tenderer and will not carry any interest. It will be dealt with as provided in the tender. The successful tenderer should convert the earnest money deposit already remitted into small savings script/Deposits/Accounts and pledge the same in the name of The Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam. Before signing the agreement.

5. i. The tender will remain valid for a period of Ninety days from the last date for receipt of tender. The validity period can be extended further, if the contractor given his consent in writing, specifying the period of extension.

ii. The tenderer whose tender is under consideration shall attend The Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam. office before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith, upon intimation being given to him of acceptance of his tender, by the officer duly authorized in this behalf under article 299(1) of the Constitution, hereinafter called the accepting authority, make a security deposit of 2% of the value of contract in one of the acceptable forms (i.e. by taking into

Contractor

Sd/........................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
account the amount of earnest money deposit (1% of the estimate cost) 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. The above additional security deposit at 1% will be produced before signing the agreement. The Bank Guarantee will also be accepted. The security deposit to together with earnest money deposit and the amount withheld according to clause 64(1) of General conditions to the contract shall be retained as security for due fulfillment of contract. If such security deposit is made by the contractor, he shall follow the procedure laid down in the preceding paragraph for payment of earnest money deposit and such deposit shall not bear any interest.

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 Government.

iv. If the contractor fails to carry out the contract after paying the requisite deposit, then he will be liable for the excess expenditure if any incurred to complete the work as contemplated in the general conditions to the contract.

It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender from the accepting authority, there emerges a valid contract between the Governor of Tamil Nadu and the tenderer for execution of the work without and separate written agreement. Hence for this purpose, the tender documents, i.e. tender notice, tender offered by contractor, general conditions to the contract, special conditions to contract, negotiation correspondences, written communication of acceptance, negotiation correspondences written communication of acceptance of tender etc., shall constitute valid contract and that will be the foundation of the rights of both the parties to the contract. Provided that it shall be open to the accepting authority to insist execution of any written agreement by the tenderer, if administratively considered necessary or expedient.

6. The tenderer shall examine closely the Tamil Nadu Building Practice and also the general conditions to contract contained therein and sign the Divisional office copy of the Tamil Nadu Building Practice and the addenda volume in token of such study before submitting his tender unit rates, which shall be for finished work in site. He shall also carefully study the drawing and additional specifications and all the documents connected with the contract. The Tamil Nadu Building Practice and other connected documents which form part of the agreement to be entered into by the accepted tenderer such as specifications plans descriptive specification sheet regarding materials etc., can be seen at any time between 10.00 Hours and 17.45 Hours on the office days in the office the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. A copy of the set of contract documents can also be had on payment of Rs.15,750/- Each set inclusive of sales tax, surcharge thereon.

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
7. The tenders’ attention is directed to the requirements, for materials under the clause “Materials and workmanship” in the general conditions to contract, materials conforming to the ISI standards shall be used on the work and the tenderer shall quote his rates accordingly.

8. Every tenderer is expected before quoting his rates/ percentage to inspect site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The best class of materials to be obtained from the quarries or other sources defined shall be used on the work. In every case the materials must comply with the relevant standard specifications, samples of materials as called for in the standard specifications or in the tender notice, or as required by the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. In any case, shall be submitted for the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam approval before the supply to site of work is begun. If the contractor, after the examination of the source materials defined in the lead particulars statement, is of the opinion that the materials complying with standard or other specifications of the contract cannot be obtained in sufficient quantities from the source, he shall state clearly in his tender and state wherefrom he intends to obtain materials subject to the approval of the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. The Government will not however, after acceptance of a contract rate pay any extra charges for lead or for any other reason in case the contract or is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard Preliminary specification to contract regarding payment of seignior age, tools etc.

9. The tenderers’ particulars of attention is drawn to section and clauses in the standard general conditions to contract dealing with

   i. Test, inspection and rejection of defective materials of work.
   ii. Carriage
   iii. Construction plant
   iv. Water and lighting
   v. Cleaning up during progress and for delivery
   vi. Accidents
   vii. Delays
   viii. Particulars of payment

10. The contractor should closely peruse all the specification clauses which govern the rates, which he is tendering. 10. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility on the correctness or completeness of this schedule and that this schedule is liable to alterations by omission deduction or additions at the discretion of the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam, or as set forth in the conditions of contract.
The tenderer will however base his lumpsum tender on this schedule of quantities. In the case of percentage tender system for the work costing up to Rs.20 lakhs, the tenderer should note the tender percentage excess/less (instead of quoting specific rate for each item in the schedule for the works with reference to total estimate value put to tender. In case of other works costing more than Rs.20 lakhs he should quote rate for each item. He should quote specific rates for each item in the schedule and the rate should be in Rupees and in sum of five paise. The rates should be written both in words and figures and unit in works. The tenderer should also show the total of each and the Grand total of the whole contract and quote in the tender a lumpsum for which he will undertake to do whole work subject to the contract, such lumpsum agreeing with the total amount of schedule ‘A’. This schedule accompanying the lumpsum tender shall be written legibly and free from erasures, over writings, or conversions of figures, corrections where unavoidable shall be made by crossing out, initialing, dating and rewriting.

All percentages quoted in the tender shall be exclusive of sales tax, payable under the General Sales Tax Act as amended from time to time (including amendment Act 28/1984) and that the contractor is responsible to file the Sales Tax Return and pay the amount of tax as demanded by the Commercial Tax Department. No requests for payment of Sales Tax separately in addition to tendered rates due to any pleas of subsequent of levy or increase in tax will be entertained vide also Clause 38 (2) of General Conditions to contract.

11. Tenderers offering a percentage deduction from or increase on the estimate amount (except in the case of tender called for specifically under the percentage/ rate tender system) and those not submitted in proper form or in due time will be rejected. Rates or lumpsum amount for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract from, the conditions of contract, drawings, specifications or quantities accompanying same will be recognised, and if any such alterations are made, the tender will be void.

12. The tenderer should workout his own rates, without reference being made to the Public Works Department current schedule of rates or the Public Works Department estimate rates which are not open for inspection by tenderers. However, in case of tenders called for under the percentage rate tender system the tenderers should work out his own rate, but quote his percentage rate above or below, the total estimate cost of work of the department indicated in the tender schedule.

13. The price at which and the source from which certain particular materials shall be obtained by the contractor or given at the end of the schedule accompanying the tender form. The tenderers must accept the materials at these prices and shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value, for those materials, the charge to the contractor will remain as originally entered in the written Contract. No Centage or incidental charges will be borne by The Government in connection with this supply.
14. The attention of the tenderers is directed to the contract requirements as to the time or beginning work, the rate or progress and the dates for the completion of the whole work and its several parts. The following rates of progress and proportionate value of work done from time to time, as will be indicated by the Executive Engineers certificates of the value of work done will be required. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

<table>
<thead>
<tr>
<th>Period after date of commencement</th>
<th>Percentage of work completed (Based on the contract lumpsum amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Three Months</td>
<td>25%</td>
</tr>
<tr>
<td>Second Three Months</td>
<td>25%</td>
</tr>
<tr>
<td>Third Three Months</td>
<td>25%</td>
</tr>
<tr>
<td>Fourth Three Months</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total Twelve Months</strong></td>
<td><strong>100% works should be completed in all respects</strong></td>
</tr>
</tbody>
</table>

15. No part of the contract shall be sublet without written permission of the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam. nor shall transfer be made by power of attorney authorising others to receive payment of the contractor’s behalf.

16. If further necessary information is required, the officer in charge will furnish such, but it must be clearly understood that the tenders must be received in order, and according to instructions.

17. Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam or other sanctioning authority reserves the right to reject any tender or all the tenders.

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

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
## The Schedule

<table>
<thead>
<tr>
<th>Value of contract</th>
<th>Minimum qualification and no. of technical persons to be employed</th>
</tr>
</thead>
</table>
| 1. Above Rs.1,00,000/- and up to Rs.5.00 lakhs | 1. One diploma holder in Civil Engineering  
(Or)  
2. Not less than one retired junior engineer. |
| 2. Above Rs.5.00 lakhs and up to Rs.10.00 lakhs | 1. One B.E., (Civil) (or)  
2. Equivalent Degree holder (or)  
3. Not less than one retired sub Divisional officers AEE/ADE (or) One Diploma holder with three years experience. |
| 3. Above Rs.10.00 lakhs and up to Rs.25.00 lakhs | 1. One B.E., (Civil) with 3 years experience plus one Diploma holder in Civil Engineering. (or)  
2. Equivalent Degree holder with 3 years experience plus one Diploma holder in Civil Engineering. (or)  
3. Not less than one retired Sub-Divisional officer plus one diploma holder in Civil Engineering. (or)  
4. Two Diploma Holder in Civil Engineering with 3 years and 5 years experience respectively. |
| 4. Above Rs.25.00 lakhs and up to Rs.50.00 lakhs | 1. One B.E., (Civil) with 3 years experience plus two Diploma holder in Civil Engineering. (or)  
2. One B.E., (Civil) with 3 years experience plus two retired junior Engineering. (or)  
3. Equivalent Degree holder with 3 years experience plus two Diploma holders in Civil Engineering / two retired junior engineers. (or)  
4. One retired Sub Divisional Officer (AEE or ADE) plus two Diploma Holders in Civil Engineering. (or) One retired Sub Divisional Officer (AEE or ADE) plus two retired Junior Engineers. |
| 5. Above Rs. 50.00 lakhs | 1. One B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired Assistant Executive Engineer.  
AND  
2. One B.E. (Civil) or equivalent degree holder  
AND  
3. One more diploma holder in Civil  
OR  
One retired Junior Engineer  
4. One Stone Sthapathy  
5. Two Stone Sirpi (HR&CE approved) |

Note: Item 1 2,3,4,5 should be scored-out in case where not applicable to the particular work.
Note (2): A penalty of Rs.2000/- per month for Diploma holder and for Rs.5000/- per month for degree holder, be levied in the case of default on the part of contractors in following the norms laid down above.

Note (3): The employment of technical assistants would 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.

Note (4): In case the contractor who is professionally qualified and not in position to remain always at the site of the work and to pay extra attention to such as may demand special attention (e.g) RCC work etc., he should employ technical qualified men (as prescribed above).

Note (5): It will not be incumbent on the part of the contractors to employ Technical Assistant / Assistants when the work is kept in abeyance due to valid reasons and if during such period in the opinion of the Executive Engineer the employment of Technical Assistant / Assistants is not required for the due fulfilment of the contract.

19. A tenderer submitting a tender which the tender accepting authority considers excessive and or indicative of 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 if any, fixed by the Government or the reasonable price permissible for the tenderer to charge a private purchase under the provisions of Clause 8 of Hoarding and the Profiteering Prevention Ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

20. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the competent authority, may at his discretion, cancel the contract or invoke any of the penalties for breach of contract provided in the conditions of contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act. The contractor shall during the currency of the contract ensure engagement of the apprentices in the categories mentioned below who may be assigned to him by the Director of Employment and Training/State apprenticeship Advisor, Tamil Nadu, The Contractor shall train them as required under the apprentices Act 1961, and the rules made there under and shall be responsible for, all obligations of the employer under the said act including the eligibility to make payments to the apprentice as required under the said Act.

<table>
<thead>
<tr>
<th>Value of contract</th>
<th>Category</th>
<th>No. to be appointed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs.1 lakh and up to Rs.3 Lakhs</td>
<td>☑ Building constructor</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>☑ Brick layer</td>
<td>1</td>
</tr>
<tr>
<td>Above Rs.3 Lakhs and up to Rs.10 lakhs</td>
<td>☑ Building constructor</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>☑ Brick layer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Diploma holder in civil Engineering</td>
<td>1</td>
</tr>
<tr>
<td>Above Rs.10 Lakhs and up to Rs.50 lakhs</td>
<td>1. Building constructor</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2. Brick layer</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>3. B.E., (Civil) or Equivalent Degree holder</td>
<td>1</td>
</tr>
</tbody>
</table>

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
Unless the contractor has been exempted from engagement of apprentices by the director of employment and training / State Apprenticeship Advisor a certificate to the effect that the contractor had discharged his obligation under the said Act. Satisfactorily should be obtained from the Director of Employment and Training / state apprenticeship adviser and the same should be produced by the contractor for final payment in the settlement of the contract.

21. The contractor should employ one I.T.I. trained mason for every ten masons of part thereof in case of non-availability of ITI trained masons, the contractor should obtain the prior approval of the Executive Engineer concerned, before proceeding with the contract with other kind of masons.

22. The fact of submitting the tender implies that the tenderers have actually inspected the site of work and have examined before tendering the nature and extent of various kinds of soils at various depths and have based their tender in such examinations by them and no future representation in this regard will be considered.

23. (i) The contractor shall be solely responsible for the payments of Sales Tax under the provisions of the Madras Central Sales Rules Tax Act 1939 (Madras Act II of 1939) as in force for various items of work. Time being and the rates for the various items of work shall remain unaffected by the changes that may be made from time to time in the rate at which such tax is payable. Sales tax and the materials supplied to the contractor as amended from time to time shall be paid by them separately and the relevant chalans produced to the departmental officers.

(ii) The Contractor shall pay Sales Tax as per net provision under 7F for deduction of Tax at source introduced in Tamil Nadu General Sales Tax Act 1959 by Tamil Nadu Act 15 of 1999. Accordingly 2% in respect of civil work to be deducted. The procedure being followed for deduction of Income tax at source may be followed in respect of Sales Tax on works contract also.

The officer in charge, reserves to himself the right of allotting the different sub-works to the different contractors or to one and the same contractor as the may decide after the receipt of tender.

24. Additional security to be furnished for the lesser rates

25. On evaluation of tender, if it is found that if the overall quoted amount of the tender is less than 5 to 15% of the value put to tender, the contractor shall pay an additional security at 2% of the estimated value. If the tender discount exceeds 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimate amount. Failure to furnish the additional security deposit within 15 days from the date of receipt of acceptance order and execute the agreement shall entail cancellation of award contractor and forfeiture of EMD furnished.
26. In case of contractor for construction of buildings either permanent of semi-permanent buildings, a sum of equivalent to 2½ % of the value work done will be retained from the Government for a period of one year reckoned from the date of completion of the work in order to enable departmental officers to watch the effect of all seasons on the work done by the contractor. The amount so far retained with the Government will be returned only on the expiry of one year period referred to above and on execution of indemnity bonds by the contractor for a further period of four years. The contractor shall be liable to set right all defects arising out faulty execution or substandard work noticed during the above five years period at his cost.

27. The contractor is bound by all the conditions of the clauses of the general conditions of contract amended from time to time.

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
SECTION - II

LIST OF DRAWINGS SCHEDULE

SCHEDULE “B”

Name of Work: Repairs and renovation to Rampart wall (Thirumathil) 6th enclosure in between West Chithirai Street and West Adayavalanjan Street in connecting South West Corner to North West Corner to a length of 621.04m in A/m. Aranganatha swamy Thirukoil, Srirangam.(VIth – 1st reach)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Drawings No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Plan</td>
<td>1</td>
<td>Site Plan and Cross section etc.</td>
</tr>
<tr>
<td>2</td>
<td>Cross Section</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
THE PLAN SHOWING THE PROPOSAL FOR RENOVATION AND REPAIRS TO RAMPART WALL 6TH ENCLOSURE [BETWEEN WEST ADAYAVANJAN STREET AND WEST CHITRAI STREET] BELONGING TO A/M ARANGANATHASWAMY THIRUKOIL, SRIRANGAM.

Sd/ ........................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
PROPOSAL

Brick work using country bricks of size 8½" x 4" x 1½"
in Combination Mortar 1:1:4

Plastering with Combination Mortar 1:1:4 for 20mm thick.

Weathering Course with 20mm brick jelly lime concrete

Cut stone Masonry in Combination Mortar 1:1:4
- 0.28m thick.

INNER PORTION

Cut stone Masonry in Combination Mortar 1:1:4
- 0.28m thick.

OUTER PORTION

Core filling in Combination Mortar 1:1:4

SECTION ON 6TH RAMPART WALL

1.80m

G.L

G.L

1.00m

1.07m

0.45m

1.35m

0.23m

Contractor

Sd/................................

Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
EXTRACT OF AMENDMENT

Amendment to clause 69.1 of General Conditions, contract based on orders in G.O.Ms.No.1152/PW/DT.19.6.80.

MODIFICATION AND AMENDED IN G.O.Ms.No.

Cause – 69-1 – of General conditions of contract:

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 determination, abandonment or breach of the contract or as to any other matter or thing arising there under except as the matters left to the sole discretion of the Joint Commissioner/Executive Officer under clause 18,20,25-3-27-1, 34, 35 and 37 of General conditions of contract or as to the with holding by the Joint Commissioner/Executive Officer of the payment of any bill to which the contractor may claim to be entitled, the either party shall forth with give to the other notice or such of difference and dispute or difference shall be and is hereby referred to the arbitration of the Joint Commissioner, Tirunelveli mentioned in the articles of agreement (herein after called the Arbitrator) in cases where the value of claim is less than or up to Rs.50,000/-.  

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

SPECIAL CONDITION FOR ERADICATION OF CHILD LABOUR

G.O.(MS) No.53 Labour and Employment (V II) Department/Dated 12.5.03.

The work contract assigned to the Contractor’s shall be cancelled if they engage Child Labour in executing works and such Contractors should be, black listed for three years.

PART –IV
SPECIAL CONDITIONS

1. Clean fresh water and river sand shall be used in all cases.
2. Only clean fresh water shall be used on the work. The contractor shall make his own arrangements for water and shall meet all charges therefore. The special attention of the contractor is drawn to clause 36 General conditions of contract regarding water and lighting.
3. The Pollachi Lime was used.
Cement:

The contractor has to make his own arrangements for the procurement of cement to required specification for the works subject to the followings.

a) The contractor shall procure cement required for the works only from reputed cement factories (Main producer or their authorized agents, manufacturing cement at I.S.I. standard) acceptable to the Engineer-in-charge. The contractor shall be required to furnish to the engineer – in- charge bills of payment and test certificates issued by the manufactures or their authorized agents to authenticate procurement of quality cement from the approved cement factory. The contractor shall make his own arrangements for safe haulage and adequate storage of cement.

b) The contractor shall procure M43 Grade Portland Cement in standard packing of 50 kg per bag from the authorized manufactures. The contractor shall make necessary arrangements 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 or other standard foreign in situation as the case may be cement shall be got tested for all the tests as directed by the Engineer-in-charge at least one month on advance before the use of cement bags brought and kept on site godown.

c) The employer will furnish air retraining 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 tendered for concrete.

d) The cement shall be brought at site in bulk of approximately 50 Tonnes or as decided by the Engineer-in-Charge for large works.

e) The Cement godown 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 godown by the Engineer-in-Charge at any time.

f) The contractor should store the cement of 60 days requirement at least one in advance to ensure the quality of cement brought to site and shall not remove the same without the written permission of engineer-in-charge.

g) The contractor shall forth with remove from the works area and cement that the Engineer-in-charge may disallow for use on account of failure to met with required quality and standard.

h) The contractor will have to construct sheds for storing cement having capacity not less than the cement required for 90 days use at approved locations. The Engineer-in Charge of the representative shall have free access to such store at all times.
i) The contractor shall further at all times satisfy the Engineer-in-charge on demand by production of records and test books or by submission of returns and other proofs as directed that the cement is being used as tested and approved by Engineer-in-charge for the purpose and the contractor shall at all times, keeps his record up to so as to enable the Engineer-in-Charge to apply such checks as they may desire.

j) Cement which has been unduly long in storage with the contractor or alternatively has deteriorated due to inadequate storage and thus become until 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 by cement complying with the relevant Indian standards.

4. Deduction of tax at source in works contract (1) not withstanding anything contained in this Act, every person responsible for paying any sum to any dealer for execution of works contract shall at the time of the payment of such sum, deduct an amount calculated at the following rate, namely

i. Civil Works Contract – Two percent (2%) of the total amount payable to such dealer

ii. All other works contract – Four percent of the total amount payable to such dealers.

Provided that no deduction under sub-section (1) shall be made where.

a) no transfer of property in goods (whether as goods or in some other form) is involved in the execution of such works contractor.

b) The dealer produces a certificate from the assessing authority concerned that the he has no liability to pay or has paid the tax under section 3-B or section 7-C, or

c) Declared goods are purchased from a registered dealer within the state and of works contract in the same form in which such goods were purchased.

Provided further that no such deduction shall be made under this section where the amount or the aggregate of the amount paid or credited or likely to be paid, during the year by such person to the dealer for execution of the works contract including civil works contract does not or is not likely to exceed one lakh rupees.

Explanation, for the purpose of this section

(i) the term person shall include

a) the central or a state government

b) a local authority

c) a corporation or body established by or under a central or state Act,

d) a company incorporation under the companies Act. 1956 (Central Act 1 of 1956), including a central or state government undertaking.

e) a society including a Co-operative society

f) an educational institution (or)

g) a trust
(ii) the term “Civil Works Contract” shall have the same meaning as in the Explanation to section 7-c.

1. Any person making such deduction shall deposit the sum so deducted to such authority in such manner and within such time, as may be prescribed.

2. Any person who makes the deduction and deposit, shall within fifteen days of such deposit issue to the said dealer a certificate in the prescribed form for each deduction, separately and send a copy of the certificate of deduction to the assessing authority, having jurisdiction over the said dealer together with such documents, as may be prescribed.

3. On furnishing a certificate of deduction referred to in sub-section (3) the amount deposited under sub-section (2), shall be adjusted by the assessing authority towards tax liability of the dealer under section 3-B or section 7-c, as the case may and shall constitute a good and sufficient discharge of the liability of the person making deduction to the extent of the amount deposited.

4. Any person who contravenes the provisions of sub-section (1) or subsection (2) shall pay in addition to the amount required to be deducted and deposited interest at two percent per month of such amount for the entire period of default.

5. Where the dealer proves to the satisfaction of the assessing authority that he is not liable to pay tax under section 3-B or section 7-C the assessing authority shall refund the amount deposited under sub-section (2) after adjusting the arrears of tax if any due from the dealer in such manner as may be prescribed.

6. The tax or interest under this section shall become due without any notice of demand on the date of actual for the payment by the person as provided under sub-sections (1) and (2).

(By order of the Governor)
ADDITIONAL CONDITIONS : 1

1. Paints of approved quality are to be procured by the contractor himself and used on the work. The paint tin must be opened in the presence of Section officer/ Sub Divisional Officer and then only used on the work after getting the approval of the concerned officers.

2. The contractor shall be responsible for the safe custody and storage of materials under any conditions of the places where the works are approved by the Joint Commissioner.

3. No plot rent shall be charged so far as materials stocked in the Government land during the course of construction provided such materials are removed within the month-after the works is completed.

4. Royalty (or) charges due for use of private quarries and private and shall be paid by the contractor.

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

6. Any surplus materials remaining at the site will not be generally taken over by the department whether before or after the completion or determination of contract. Such materials either which were originally produced by the contractor (or) were issued to them by the department and charged to their accounts are the property of the contractors and can however be taken over by the department if required for use on other which are in progress only the special arrangements and at the prevailing market rates viz., the rates at which the article or articles of a similar description can be procured at a given time from public market. If the materials were originally used by the departments the price allowed to the contractor on requisition shall not exceed the amount charged to the contractor excluding the cost of storage charges if any.

7. The surplus materials which were originally issued to the contractor by the department for use in the work shall not be removed from the site of work without getting the written permission of the Executive Engineer.

8. If night work is required to fulfill the agreed rates of progress all arrangements shall be made by the contractors inclusive of lighting without any claim for extra rates.

9. The contractor shall not employ the labour below the age of 12 years and shall also note that be must offer employment to Ex-servicemen ex toddy tappers and unemployed agricultural labourers as far as possible.

10. Any of the item in the schedule may be omitted or radically altered. No variation in rate shall become payable to contractor on account of such omissions (or) variation in quantities.

11. References to TNBP in the schedule of quantities referred to printed. 1985 and 1988 and addenda and corrigenda issued thereafter.

12. The construction of building will be deemed to be completed only if any items of works including finishing items of works contemplated therein are executed.

13. The contractor shall abide the contractor’s labour regulation or, Framed by the Tamil Nadu Government.

14. In respect of all contract with contract value exceeding Rs.5,000/- income tax 2% of the gross of amount irrespective of the bill amount payable to the contractor will be recovered at source.

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
15. The sales tax clearance certificate should be furnished before the finalization of contract.

16. (a) E.M.D:

The acceptance of E.M.D. in various approved forms 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 Scrips duly pledged in favour of the Joint Commissioner concerned in lieu of other mode of payment made for E.M.D.

(b) Security deposit: In case of contractors for building works the security deposit (i.e.2%) of the value of contract minus the E.M.D. already remitted is to be produced in the shape of small saving Scrips, deposits, accounts duly, pledged to Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam before signing the agreement. 16. Sales Tax: All rates quoted in the tender shall be inclusive of Sale Tax payable under General Sales Tax act as amended from time to time including amended act of 28.84 and the contractor is responsible to file sales tax return and pay the amount of tax as demanded by the commercial tax department. No request for payment of sales tax separately in addition to tendered. Sales Tax due to any plea of subsequent levy (or) increase in tax will not be entertained. Vide also clause 38 (2) of general conditions to contract.

17. Risk Insurance:

The work executed by the contractor under these contract shall be maintained at the contractors risk, until the work is taken over by the Joint Commissioner/Executive Officer, Sri Ranganathaswamy Temple, Srirangam. The Government shall not be liable to pay for any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earthquake, other convulsion of nature 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.

18. Standard specifications:

For detailed description of various items of works to be executed in addition to the brief description given in the schedule A 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 respect both in latter and spirit. The materials used, the workmanship, the mode of execution of the work etc., should confirm the relevant specification on TNBNP and Archeological norms.

19. 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 42-7 of general conditions of contract.

20. Retention of 2 ½% for one year:

In case of contracts for construction of buildings either permanent (or) semi-permanent buildings a sum equivalent to 2 ½% of the value of work done will be retained with the Government for a period of one years reckoned from the date of completion of 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.
The contractor shall be liable to set right all defects arising out of his faulty execution (or) sub-standard work noticed during the above five years period at his cost.

21. Recovery of dues under revenue recovery act:
22. Any amount fallen due from the contractor on account of this contract even after recovering from the bills for this work and any other contract awarded to the contractor than the amount is liable to be recovered under the provision of Revenue Recovery Act.

Additional condition of contract : II

1. The contractor shall at his own expense provide arrangement for the provision of footwear for any labour doing cement mixing work and all other similar type of work involving the use of tar mortar etc, to the satisfaction of the engineer incharge and on his failure to do so Govt. shall be entitled to provide same and recover the cost from the contractor.
2. When there are complaints of nonpayment of wages to the labour bills of the contractor may be with – held pending a clearance certificate from the labour department.

ADDITIONAL CONDITIONS : III

Rules for the provision of Health and Sanitary arrangements for workers employed by the P.W.D., and their contractors.

The contractor’s special attention is invited to clauses 37, 38, 39 and 51 of general conditions of Contract in the TNBP and he is requested to provide at his own expense the following amenities to the satisfaction of the Executive Engineer.

1. First Aid :
At the work site, yard shall be maintained in a readily accessible place, first aid appliances and medicines including supply of sterilized dressings and sterilized cotton wool. The appliance shall be keep in a good order. They shall be placed under the charge of responsible person who shall be readily available during working hours.

2. Drinking water:
1.

a. water of good quality fit for drinking purpose shall be provided for the workpeople on scale not less than fifteen litres per head per day.

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

c. Every water supply and storage shall be at a distance of not less than 50 Feet from any latrine drain or sources of pollution where water is to be drawn which is within such proximity of latrine drain or any other source of pollution the well shall be property 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.
2. A reliable pump shall be fitted to each covered well, the trap door shall on kept looked and opened only for cleaning or inspection which shall be done atleast once in a month.

3. Washing and bathing places Adequate washing and bathing places shall be provided separately for men and women, such bathing place shall be kept in clean and drained condition bathing (or) washing should not be allowed in or near any drinking well.

4. **Latrines and urinals**
   These shall be provided within premises of every work place latrines and urinals in an accessible place and the accommodations separately for each of them shall be on following scale or on the scale as directed by Executive Engineer in any particulars use.

   a. Where the No., of persons employed does not exceed 50-2 seats  
   b. Where the No. of persons employed excess 50 but does not exceed 100-3 seats.  
   c. For every additional 100 persons- 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 place provided with water flush out latrines connected with a water borne sewage system all latrines shall be provided with receptacle on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in strictly sanitary condition. 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 expenses in out way pipe approved by the local public health authority. The contractor shall also employ adequate No., of scavengers and conservancy staff to keep the latrines and urinals in clean conditions.

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

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

   a. Thatched roofs  
   b. Mud floors and walls  
   c. Plants spread over the mud floor and covered with mattings.

   The site of the crèches should very according to the No. of women workers. The crèches should be properly maintained and necessary equipment like toys etc., shall be provided huts shall be provided with suitable and sufficient sweepers to keep the place clean. There shall be Aayas in readiness, Sanitary urinals shall be provided to the satisfaction of the health officer of the area concerned.

   The No of huts shall be restricted to children, their attendants and mothers of the children.

7. **Canteen:**
   Cooked food canteen on a moderate scale shall be provided for the benefits for the workers as it is considered expedient.

Contractor

Sd/................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
8. **Sheds for workmen**

The contractor should provide at his own expense ahead for housing the workmen. The sheds shall be on standard not less than the cheaper shelter type to live in which the work people pertaining in the locality are accustomed to. A floor area of 1.80 m x 1.30 m for two persons shall be provided. The sheds to be in rows with 1.3 m a clan space between sheds and 9 m clear space between rows if condition permit. The work people camp shall be laid out in units of 400 persons each unit to have a clear space of 12 m all round. Additional condition: IV

Safety provision in the building industry condition in addition to clause 4 of preliminary specification T.N.B.P.

**Article-1:**

**PART -1**

a) Suitable scaffolds shall be provided for workmen for all work that cannot be safety done from ladder or by other means.

b) A Scaffold shall not be constructed taken down or subsequently altered except. (i) under the supervision of the competent and responsible persons and (ii) by as far as possible competent workers possessing adequate experience in such kind of work.

c) Scaffolds shall be so constructed that on part thereof can displaced in consequence of normal use.

d) Scaffolds shall not be over loaded one as far as practicable the load shall be evenly distributed. Before installing lifting gear or scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.

e) Scaffolds shall be periodically inspected by a competent persons.

f) Before allowing a scaffold to be used by the workmen every employer shall whether the scaffold has been executed by his workmen or not take steps to ensure that it functions full with the requirements of this articles.

**Article -2.**

a) Working platforms gateways and stairways shall be so constructed that part thereof can save unduly (or) unequally.

b) To be so constructed and maintained to obviate from risks of persons tripping or sliding and to be kept free from any un-necessary obstructions.

c) Every working plat form gateway working place and stairways shall be suitably tested.

**Article -3.**

a) Every opening in the floor of a building or n a working platform shall except for the time and to extent required to allow the access of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.

b) When persons are employed on a roof there is danger of falling from height exceeding than to be prescribed by national laws of regulations suitable precaution shall be taken to prevent the fall of persons or materials.

c) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
Article -4:
   a) Safe means of access shall be provided to all at working platforms and other working places.
   b) Every ladder shall be securely fixed and of such length as to provide securely hand – hold and foot bolt every position which it is used.
   c) Every place where work is carried out and the means of approach there to shall be adequately lighted.
   d) Adequate precautions shall be taken to prevent danger from electrical equipment.
   e) No matter is on the site shall be constructed or placed as to cause danger to any persons.

Article -5  (General rules as to hoisting appliance : Article :5)
Hoisting machines and tackle including their attachments encharges and supports shall
   a) Be of good mechanical constructions sound materials and adequate strength and free from patent defect and to be kept in good working order.
   b) 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.

Article -6:
   a) Hoisting machines and trake shall be examined and adequately tested after erection on the site and before use and pre-examined in position at intervals to be prescribed by national law of regulations.
   b) Every chain ring, hook shackle, swivel, level and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

Article -7:
   a) Every crane driver or hoisting appliances operator shall be properly qualified.
   b) No persons under the age of 21 years shall be in control of any hoisting machine including any scaffold which or give signals to the operator.

Article -8:
   a) In the case of every hoisting machine and of every chaining hook shackle, level and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
   b) 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.
   c) No part of any hoisting machines of any gear referred to above in the preceding paragraphs shall be loaded beyond the safe working load except for the purpose of testing.

Article -9:
   a) Motor gear, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safe guards.
   b) Hoisting appliances shall be provided with such mean as will request to a minimum the risk of the accidents.
   c) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally display.
PART -III
GENERA RULES, TO SAFETY EQUIPMENT AND FIRST AID:

Article -10:
   a) All necessary personal safety equipment shall be kept available for the use of the persons employed on the site and be maintained in a condition suitable for immediate use.
   b) The workers shall be required to use the equipment provided and the employer shall take adequate steps to ensure proper use of the equipment by these concerned.

Article -11:
   When work is carried on in proximity to any place where there is a risk of danger all necessary equipment shall be provided and kept ready for use and all necessary steps be taken for the prompt, reasons of any persons in danger.

Article -12:
   Adequate provision shall be made for promptly first aid treatment of all injuries likely to be sustained during the course of the work.

Article -13:
   Where large work places are situated in cities, town or in the sub-urban and no beds are considered necessary owning to the proximity of city or town hospital, suitable transport shall be provided to facilitate removal of urgent cases to hospital at other work places, some conveyance facilities such as care shall be kept readily available to taken injured persons or persons suddenly taken seriously ill to the nearest hospital.

ADDITIONAL CONDITION NO. V WATER AND LIGHTING.
1. The contractor shall pay all fees and provide water and light as required from Municipal Mains or other sources and shall pay charges therefore (including storage tanks meters etc., ), for the use of the work and workmen, unless otherwise arranged and decided on in writing with Executive Engineer. The water for the works shall be as far as practicable free from earthy, vegetable or organic matter and from salts of other substance likely to interfere with the setting of motor otherwise prove harmful for the work.
2. All items of works shall be done in accordance with the relevant Clause of TNBP and Addenda volume to the TNBP amended from time to time.
3. The contractor shall be responsible for the safe custody of all the departmental materials once they are handed over to the departmental stores. The cost of any materials in the custody of the contractor lost, stolen, destroyed, or damaged, will be recovered from the contractors at the issue rate.
4. In the case of any breach of the terms of the contract, contract will be closed at the risk and costs of the contactor in addition to the forfeiture of the Earnest Money Deposit, Security Deposit.
5. The testing is to be done at the contractor’s cost of building materials and also for concrete cubes.

Contractor

Sd/........................................
Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
ADDITIONAL CONDITION No. VI.

1. The work shall be executed and measured as per metric dimension given in the schedule of quantities, drawings etc., P.F., units wherever indicated are for guidance only.
2. Unless otherwise specified, all the rates quoted by the contractor shall be for works at all levels of building.
3. Rates for every item of work to be done under this contract shall for all the lifts and leads, height, depths, lengths, and width except when specifically mentioned in the item; otherwise nothing extra will be paid on this account.
4. The work shall be carried out as per drawings and designs supplied by department and as directed by the Engineer-in-Charge.
5. The rate for all items in which use of cement is involved is inclusive of charge for curing.
6. The contractor has to make his own arrangements for procuring water for construction purpose. Construction and curing should be done with water free from injurious amounts or deleterious materials. Potable waters are generally considered satisfactory for curing, mixing concrete and masonry. However, the water to be used should be periodically tested at contractor’s cost for its suitability for using in the construction work and got approved from the departmental Engineers.

ELECTRICITY.

7. The contractor should make his own arrangements for obtaining electricity for all types and use like lighting, welding, pumping, mosaic and marble polishing etc.
8. The contractor should submit the PERT chart for the programme of work on the date of taking over site.
9. Any damage to work resulting from rains or from any other cause until those work is taken over by the department after completion will be made good by the contractor at his own cost.

ADDITIONAL CONDITION FOR CONTRACTORS ‘ SPECIAL ATTENTION. NO. VIII.

As per clause 26 (1) 4 of General conditions of contract, the shrinkage period of six months referred to in main clause 26(1) will be one year in respect of all contract for construction of original buildings either semi permanent or permanent to ensure structural stability of the building and as per G.O. Ms.No.283, P.W.(G2) Department, dated 21.5.1999.
HINDU RELIGIOUS & CHARITABLE ENDOowment DEPARTMENT
JOINT COMMISSIONER / EXECUTIVE OFFICER,
SRI RANGANATHASWAMY TEMPLE, SRIRANGAM.

SECTION V
SCHEDULE – A

Schedule of rates and approximate quantities

1. The quantities here given are those upon which the lumpsum 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 the governing payment for extra or deductions for omissions according to the conditions of the contract as set forth in the general conditions of contract of TNBP and other condition conditions (or) specifications of this contract.

2. it is to be expressly understood that the measured work is to be taken that (Not withstanding any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and 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 site and complete in every respect.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Probable Quantity. (In figures and words)</th>
<th>Description of work</th>
<th>TNBP No.</th>
<th>Rate (In figures and words)</th>
<th>Unit (In figures and words)</th>
<th>Amount (figures) Rs. P.</th>
</tr>
</thead>
</table>

Schedule attached separately.

Signature of Contractor: (Vide separate sheet attached)

Issued to ..............................................................

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Contractor .........................................................

Sd/..............................................

Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
SPECIAL CONDITIONS

1) WHEREAS the Contractor agrees to undertake all the works as detailed in the work schedule which shall form part of this agreement for Rs. 2,78,50,190/- (Rupees Two Crores Seventy Eight Lakhs Fifty Thousand One Hundred and Ninety Only) The Contractor hereby undertakes that the said work will be completed within Twelve Months. The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam make necessary arrangements for the smooth and timely execution of the work.

2) The Contractor hereby declares that the materials to be used for the said work under this agreement shall be of the best quality.

3) Requests for enhancement of rates once accepted will not be considered.

4) The rate will include all labour charges cost of material, transportation charges supply and installation as per the estimates.

5) The Contractor agrees that time is the essence of this contract.

6) Notwithstanding the provisions contained in clause 5, the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam shall have the right to cancel the work for any default on the part of the contractor.

7) The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam agrees that every service or complaint/calls will be attended promptly/immediately.

8) The Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam agrees that any communication addressed to him may be handed over to her or her agent personally or place of office or may be sent by registered post to the address as mentioned in this deed.

9) The contractor agrees that all sums found due to the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam shall be recoverable from him, under the provision of the Revenue recovery, Act for the time being in force as its they are arrears of land revenue.

10) The Contractor agrees complete the works as per the work schedule mutually agreed by the Joint Commissioner / Executive Officer, Sri Ranganathaswamy Temple, Srirangam and the contractor.

11) In case of any difference or dispute arises in connection with the agreement, all legal proceedings relating to the matter shall be instituted within the jurisdiction of Tiruchirappalli District.

12) The details of the works to be effected are as per the work schedule attached along with the agreement.

Contractor

Sd/..…………………………...

Joint Commissioner/Executive Officer,
Sri Ranganathaswamy Temple,
Srirangam.
13) The contractor(s) to whom the work is awarded shall ensure that no edifice of the structure or any part of the structure is destroyed or injured during the execution of work or the transport of material or by the labour employed by the contractor(s) for the execution of work.

14) In case any injury or damage to the structure during the execution of work is anticipated or foreseen the facts should be brought to the notice of Joint Commissioner/Executive Officer and the work should not be executed till the permission in writing is received from the Joint Commissioner/Executive Officer concerned.

**GENERAL CONDITIONS**

1. The following item of work which should be attended in keeping up Heritage value and manner:

   a) In any circumstances the nature and character of the structure will be not changed. it must be done as per original.

   b) Providing lime, combination mortar,

   c) Only Pollachi Lime should be used for all Lime connected works.

   d) Providing renovation of brick/laterite stone masonry in combination mortar including taking out damaged brick/laterite stone masonry with providing brick/laterite stone after cutting, find dressing, lime joint and finishing as per the original texture in foundation and superstructure.

   e) Providing recess pointing to joins including cleaning of joints with combination mortar (1:1:1) lime 1: cement 1: sand 1 with other matching with original

   f) Brick to be used as per specification matching with original