



GOVERNMENT OF TAMILNADU

LUMP SUM CONTRACT

NAME OF WORK. : Providing Civil & Electrical Works for Batter Machinery Units at Anthiyur PPC in Erode District.

E.M.D AMOUNT. : **Rs. 5,000/-**

DATE OF TENDER. : **19.03.2024 UP TO 3.30 PM.**

TAMIL NADU STATE AGRICULTURE MARKETING BOARD

CHENNAI.

SCHEDULE "A"

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES

(a)). The quantities given here are those upon which the lump sum tender cost of the work is based but they are subject to alternations omissions, deductions or addition as provided for in the conditions of this contractor and do not necessarily show the actual quantities of work to be done. The units rates noted below are those Governing payment for extras or deductions or omissions according to the condition of the contract, as set forth in the preliminary specification and other conditions of contract.

(b) It is to be expressly understood that the measured work is to be taken not (not withstanding) any custom or practice 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 Superintending Engineer and the cost calculated by unit prices, without any additional change for any necessary or contingent works connected therewith. The rates quoted are for the work of **Providing Civil & Electrical Works for Batter Machinery Units at Anthiyur PPC in Erode District** in site and complete in every respect.

Item	Probable quantity (in figures & words)	Description of work	Special	RATE (in figures & words)	UNIT (in figures & words)	Amount in figures.
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Vide separate sheet enclosed

Note : The second sub division of this column (i.e. column 3) is for entering description in words such as number, cubic metre, Running metre, Square metre, Kg, etc.,

Issued to M/s. / Thiru.

..... Pages and with plans

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

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NAME OF WORK: **Providing Civil and Electrical Works for Batter Machinery Units at Anthiyur PPC in Erode District**

Schedule

SI. No.	Total Qty.,	Description.	TNBPC No.	Rate in (Rupees. (In figures and words)	Unit.	Amount Rs.
1	4.00 Set (Four Set)	Machinery's Electrical & Civil works for 4 units of batter Machineries	Spl.			
Total Rs.						
Gst Extra					or Say	

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai-32.

/ True Copy /

Senior Draughting Officer
TNSAMB, Chennai – 32.

GOVERNMENT OF TAMILNADU
OFFICE OF THE SUPERINTENDING ENGINEER TNSAMB,
CIPET ROAD, GUINDY,
CHENNAI-600 032.

1.	Name of work	:	Providing Civil & Electrical Works for Batter Machinery Units at Anthiyur PPC in Erode District.
2.	Last date of receipt of tender	:	19.03.2024 upto 3.00P.M
3.	Opening of tender	:	19.03.2024 upto 3.30P.M at Superintending Engineer chamber
4.	E.M.D. to be remitted	:	Rs. 5,000/-
5.	Mode of E.M.D. to be remitted	:	EMD should be drawn in the shape of D.D.,. The D.D., should be drawn in any Nationalized (or) Schedule Banks in favour of E.E., TNSAMB, Chennai-32, payable at Chennai . No other mode of payment will be accepted.
6.	Note	:	MSME and NSIC registered contractors should enclose the Government orders to show the details of works eligible under their registration otherwise will not be accepted and summarily rejected.

Tender not submitted in wax sealed cover will be summarily rejected.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

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 EMD enclosed for this tender and its validity
6. Recent works executed (details about name and place of work, value of work etc. should be furnished).
7. Works under execution (details about name and place of work value of work etc. should be furnished)
8. Command of labour in brief
9. Turnover of previous year (particulars for period of **three** consecutive years to be furnished).
10. Whether SARAL Form as submitted to the Income tax department for the previous year is enclosed.
11. (i). GST registration no
(ii). whether GST tax Clearance Certificate is enclosed. In case of registered co-operative societies, they should furnish name for the nominee with their credentials details at the time of tender itself. They should also certify that the nominee of the society is not a registered contractor in the Department.
12. Site engineer details (**Mechanical**)
 - (i). Name
Qualification certificate
Experience certificate
 - (ii). Name
Qualification certificate
Experience certificate
Or
Name
If retired **Mechanical Engineer** Designation
And date of retirement (copy may be enclosed)
13. If any other details.

Note : The consent letter from the Site Engineer proposed to be employed should be furnished and enclosed with the tender

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

TENDER CONDITIONS:

1. The Tenderer Should be a Registered Legal Entity with supporting document

In Case of Private / Public Limited Companies.

- In Case of Private / Public Limited Companies.
- Copy of Memorandum and Articles of Association.

In Case of Partnership firm.

- Registered Partnership deed

Registered Partnership deed

- Copy of Udyog Aadhaar / GST Registration Certificate / PAN Card
- Copy of Last Audited Balance Sheet

2. The Tenderer Should be a Manufacturer / Authorized dealer of the tendered items with supporting document

In Case of Manufacturer

- Copy of Manufacturer's License Certificate

In Case of Authorized Dealer

- Valid Dealership Certificate

3. The Tenderer should have Experience in the [Manufacturing and supply of](#) Tendered items and attach [documentary evidence for manufacturing and supply](#).

4. Tenderer Should have Annual Turnover, not less than [Rs. 35.00 Lakh](#) , in any one of the Last three Financial Years 2018-19, 2019-20 and 2020-21.

- The Average Annual Turnover Statement duly Certified by the Chartered Accountant.
- The Annual Report/ Certified copies of Balance Sheet and Profit & Loss Statement for the last 3 Consecutive Financial Years.

5. Copy of Certificate from the Nationalized Bank indicating the details of Financial Credit Limit of [Rs. 10.00 Lakh](#) of their Company / Firm

6. Tenderer should have Registration with EPFO & ESIC and Attach latest ECR Copy also.

7. Tenderer should have valid Active GST Certificate and Attach the copy of latest Filed GSTR- 9.

8. Tenderer should have ISO certificate for the Tendered items. (Optional)

9. The Tenderer should have Service Centre's in Tamil Nadu.

10. Exemption from remittance of EMD for the units Holding SSI Permanent Certificate or EM Part II, UDYOG AADHAR, UDAYAM Registration Certificate issued by Department of Industries & Commerce, Government of Tamilnadu or other state Directorate of Industries in India or by National Small Industries Corporation Limited (NSIC), Government of India etc., will be Considered if an attested copy is enclosed along with duly filled in Tender Document.

FOR SPECIAL ATTENTION OF THE CONTRACTOR

- (i) The tenderer should be manufacturer/Authorized dealer of **Providing Civil & Electrical Works for Batter Machinery Units.**
- (ii) The Applicants should have minimum experience of three years in the manufacturing and supply of **Providing Civil & Electrical Works for Batter Machinery Units.**
- (iii) The Applicants should have completed Establishment of **Providing Civil & Electrical Works for Batter Machinery Units** in any one of the preceding "Three" years in Government or Quasi Government Organization/ Private organization (proof to be submitted for executed works).
- (iv) Annual turnover of the Applicant should not be less than **Rs.35.00 lakh (Rupees Thirty Five Lakh only)** in any one year of the previous three years.
- (v) The tenderer should have supplied same or similar capacity (or) above and enclose copies of purchase order/ supply order and completion certificate.
- (vi) The performance report for the above such supply for which purchase order/ supply order furnish as per above from the reputed purchasers shall be enclosed. The performance certificate shall be produced from the purchaser/ client.
- (vii) Only the contractors registered under companies act 1956 **are only eligible.**
- (Viii) The Applicants should have been in the same name and style in the **same** field atleast for THREE years.
- (ix) 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.
- (x) All the documents furnished by the tenderer should be attested by the gazetted officer/Notary Public.

1. Current SARAL Form as filed to the Income tax department for the previous three years shall be enclosed with the tender and balance sheet for three Financial years.

2. EMD will be received in the shape as detailed in **Col. No.4 of tender notice.**

Security should be in the form of National Savings certificates / Demand Draft / Accounts of POSTAL DEPARTMENT PLEDGED IN THE NAME OF SUPERINTENDING ENGINEER **TNSAMB, CHENNAI-600 032.** No other form of EMD and security deposit will be accepted vide G.O. Ms. No.227, dated 13.04.82 and G.O. Ms. No. 283, Public Works (G2) Department, dated 21.05.99.

3. The following particulars shall also be furnished by the contractor with the value.
 - a. List of details of works executed by the contractor with the value.
 - b. Annual turnover of the contractor for the last three years. Necessary certificates to the effect issued by the respective bank shall be attached
- 4. The tender document will be issued only to the contractors who have registered their names under companies act 1956 otherwise tender will be summarily rejected.**
- 5. The Priority shall be given to the Bidder participating in all the three tenders of Sunguvarchatram since the work is inter link to each other.**

Note: All the Above details should be attached duly attested along with the Tender documents if not Tender will be summarily rejected.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

SPECIAL INSTRUCTIONS TO THE TENDERERS

1. The tenderer should carefully go through the schedules and quote their rates for all items **excluding GST**.
2. The rates should be filled in neatly in figures and words and taking into account the metric unit specified in the tender, scrubbing, over writing and erasing should be avoided as far as possible.
3. The amount for each item of work should be worked out and furnished. Proper care must be taken in working out the amount of each item of work taking into account unit for which the rate is quoted and the quantity of work to be done under the item.
4. The total of each page should be noted at the end of each page 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 a covering letter giving full details as stated in the tender notice.
 - i. Details of the earnest money deposit as per details in **Col. No.4** of tender notice
 - ii. SARAL Form as submitted to the Income tax department for the previous three years should be submitted along with the tender.
 - iii. Details of previous works done by the tenderer covering the cost of work the agreement amount and date, the Department in which the work was carried out etc. so as to assess the previous experience of the tenderer, and also make an easy reference to their record of work. Year wise details should be furnished so as to see that those tenderers have minimum experience of **similar works**.
 - iv. The tender forms should be filled in while submitting the tender. The tenders submitted without filling up the tender form are liable to be rejected.
 - v. The tenders must be submitted in a foolscap cover there by duly signed all the conditions, plans and schedules issued as tender document.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

TENDER NOTICE

1. On behalf of Governor of Tamilnadu sealed tenders will be received from Manufacturer/Authorized dealer by the **Superintending Engineer TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032**.at his office upto 3.00 P.M. on **19.03.2024** for the work of **Providing Civil & Electrical Works for Batter Machinery Units at Anthiyur PPC in Erode District**. The tender should be in the prescribed form obtainable from the office of the **Superintending Engineer TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032**.at the place and on the date before mentioned.

2. The tenderer or their agents are expected to be present at this time of opening of tenders. The tender receiving officer will open each tender, prepare a statement of the attested and unattested corrections in the presence of the tenderer. If any of the tenderers or their agents find it inconvenient to be present at that time, then in such case the tender receiving officer will open 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 without any questions whatsoever.

Tenders may be submitted in sealed covers and should be addressed to the **Superintending Engineer TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032**. The name of the tenderer with their address and the name of the work being noted in the cover.

3. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his own name, and the name and address of each member of the firm shall be given. If the tender is made by a corporation. It shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering company/corporation may be required, before the contract is executed, to furnish evidence of the corporate existence.

3.1 Each tenderer must also send a previous year SARAL Form as filed to the Income tax department the appropriate income tax authority in the form prescribed therefore. The certificate will be valid for one year from the date of issue for all tenders submitted during the period.

3.2. In the case of proprietary or partnership firm, it will be necessary to produce the certificate afore mentioned for the proprietors and for each of the partner as the case may be.

3.3. All tenders received without a certificate as afore mentioned will be summarily rejected.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

4. Each tender must pay earnest money deposit a sum of **Rs.5,000/-** in any form of security deposit excluding bank guarantee inclusive of small savings scripts, Accounts, I.V.P., Deposits, NSC, pledged in favour of **Superintending Engineer, TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032**. The Earnest money will be refunded to the unsuccessful tenderer on application after intimation is sent on rejection of the tender or at the expiration of ninety days from the date of tender whichever is earlier. However the earnest money for the first three lowest tenderers will be retained till the final decision is taken on tender. This refund will be authorized by the Superintending Engineer by suitable endorsement. However refund of the first three lowest tender will be considered only by the tender accepting authority. If any additional EMD is required after tender, it should be paid before acceptance of agreement.

4.1. The EMD will also be accepted in the shape of demand draft of the Nationalized and Schedule Banks. The demand drafts of the Nationalized and Scheduled Banks furnished towards earnest money deposit should be drawn in favour of the **Superintending Engineer, TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032**.

4.2 The earnest money will be retained in the case of successful tender and will not carry any interest. It will be dealt with as provided in the tender.

5. The tender will remain valid for a period of **ninety 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.

5.1. Tenderer whose tender is under consideration shall attend the Superintending Engineer's office before the end of the period specified on written intimated 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 (i) of the constitution herein after called the tender accepting authority, **furnish security deposit of 5% of the value of contract**, in one of the form prescribed by department (i.e.) by taking into account of the amount of Earnest Money Deposit already deposited with the tender and it would be sufficient to pay the balance amount to make 5% of the value of contract including GST for the purpose of security deposit. The earnest money D.D. has to be converted as National savings certificate scripts / deposits / accounts of postal department or in the shape of Indira Vikas Patras or in the shape of National savings certificate of irrevocable Bank guarantee as per the form prescribed by the Department by the successful tenderer on intimation of acceptance of tender. which has to be remitted only in the shape of NSC / Deposits / accounts of postal Department or Indira Vikas Patras or irrevocable Bank guarantee as per the form prescribed National savings scripts / deposits / accounts of postal account and pledged to the Superintending Engineers, TNSAMB, GUINDY, CHENNAI-600 032. The security deposit together with earnest money deposit and the deductions made at 5% of the value of each bill towards with held amount vide clause 64 (i) of general condition to contract will be retained as security for the fulfillment of contract, such deposit shall not bear any interest.

5.2 On receipt of written communication of acceptance of tender, if the tenderer fails to pay the requisite security deposit within the specified in the written communication or back out from the tender, or withdraw his tender, the EMD shall be forfeited and credited to the Government account.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

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

5.4 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 Government of Tamilnadu and the tenderer for execution of the work without any separate written agreement. Hence for this purpose the tender documents in tender documents (i.e.) tender notice, tender offered by contractor, general condition to the contract, special condition to the contract, negotiation correspondence written communication of acceptance of tender etc. shall constitute a valid contract and that will be a 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 of expedient.

6. Unit rate which shall be for finished work in situ. He shall also carefully study the drawings and additional specification and all the documents connected with the contract. other documents connected with the contract such as specifications, plans descriptive specification sheet regarding materials, etc. can be seen at any time during office hours from 11.00 a.m. to 5.00 p.m. in the office of **Superintending Engineer TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032.**

7. The tenderers attention is directed to the requirements for materials under the materials and workmanship in the General conditions of the contract, conforming to the Indian standard specification shall be used on the work and shall quote his rates accordingly.

8. The Contractor should closely pursue all the specification clauses for the items of works for which he is tendering his rates.

(i) A schedule of quantity accompanies this tender notice. It shall be definitely understood that, the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alternation by omissions, deductions or additions at the discretion of **Superintending Engineer TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032.** or as set forth in the conditions of contract. The tenderer will however base his lump sum tender on this schedule of quantities, in the case of percentage tender system for the works costing upto Rs.2.00 Crores , the tenderer should note their tender percentage Excess / Less (instead of quoting specific value put to tender. In case of other works costing more than Rs.2.00 Crores he should quote specific rates for each item in the schedule and the rates should be in rupees and in *sum* of five paise. The rate should be written both in words and figures and the units in works.

(ii) The tender should also show the total of each item and the grant total of the whole contract and quote in the tender a lumpsum for which he will undertake to do the whole work subject to the condition of 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 writing or correction of the figures. Correction where unavoidable should be made by crossing out, initialing dating and rewriting.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

9. No part of the contract shall be sub-let without written permission of the Superintending Engineer nor shall transfer be made by power of attorney, authorizing others receive payment on the contractor's behalf.
10. If further necessary information is required, the Superintending Engineer TNSAMB CHENNAI-32 will furnish such information but it must be clearly understood, that tenders must be received in order and according to instructions.
11. The Superintending Engineer reserves the right to reject any tender or all the tenders.
- 12.** The tenderers who are themselves not professionally qualified shall undertake to employ qualified 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

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

**EMPLOYMENT OF TECHNICAL PROFESSIONAL
(Based on this value of contract)**

1. Above Rs.50 Lakhs.	One B.E. (Mechanical) with three years experience with similar nature of work.
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- a) A penalty of Rs.5000/- per month for degree holder will be levied in case of default on the part of contractors in following the norms laid down above.

13. A tenderer submitting a tender which the tender accepting authority considers excessive and or indicative in sufficient knowledge of current prices or definite attempt at profiteering will trended 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 Government or the reasonable price permissible for the tenderer to charge 3 private purchasers under the provisions of clause 8 of the Hoarding Profiteering Preventions ordinance 1943, as amended from time to time on similar principles in regard to labor and supervision in the construction.

14. The contractors shall comply with the provisions of the Apprentices, Act 1961 and the rules and orders issued there under from time to time. If he falls to do so, his failure will make breach of contract and the competent authority, may at his discretion, cancel the contract, of invoke any of the penalties for the breach of contract provided in the conditions of the contract. The contractor shall also be liable for any boundary liability arising on account of any violation by him of the provision of the Act.

Without prejudice to the above clause the contractor shall during the period of the contract when called upon by the Engineer, in charge engage and also ensure engagement by the sub-contractors and other employees by the contractor in connection with the work, such number of apprentices in all categories for such period as may be required by the Engineer-in-Charge.

15. In the case of contracts for supply, erection and commissioning of machineries a sum of equivalent to 2 ½ % of the value of work done will be retained for the period of one year from the date of completion of work in order to enable the department 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 the expiry of one year period. The contractor shall be liable to set right all defects arising out of this faulty execution or substandard work noticed during the above One year period at his cost.

16. A movement register should be opened and maintained, for technical Assistants by the contractor of for the technical qualified contractor. The technical assistance or technically qualified contractor should note the arrival and the departure timing every day along with initials. Such register should be produced during inspection of the inspecting officers.

17. All rates quoted in the tender shall be excluding GST.

CHILD LABOUR ERADICATION ACT

(G.O.Ms.No.53 Labor and Employment (U2) Dept., Dated: 12.6.2003

The work contract assigned to the contractors shall be cancelled if they engage child labour in executing works and such contractors should be black listed for three years.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

TENDER

To

**His Excellency the Governor of
Tamilnadu represented by the
SUPERINTENDING ENGINEER
TNSAMB,
CIPET ROAD, GUINDY,
CHENNAI-600 032.**

Sir,

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

As shown in the drawings and described in the specification deposited in the office of the **SUPERINTENDING ENGINEER, TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032.**

with such variation by way of alternations 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 or such sums as may be arrived at under the clause of the "General condition to contract" relating to payment on lump sum basis or by final measurements at unit prices.

2 (i) . I/We have also completed the price list of item schedule "A" annexed (in words and figures) for which I/We agree to execute the works and receive payment on measured quantities as per the General conditions of the contract.

3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender. I / We carefully following the instructions in the tender notice. I/We have made such examinations 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 the work required to be done and in regard to the materials required to be furnished to enable me / us to thoroughly understand the intention of the same and the recruitment covenants stipulations and restricts We will not thereafter make any claim or demand upon the Government based upon or arising misunderstandings or misconception of mistake or my / or part of the said requirements and covenants stipulations and conditions.

4. I/We enclose an income tax verification certificate. I/We being registered under companies act 1956. I/We have already produced an income tax verification certificate during the current year in respect of (here particulars of the previous occasion on which the certificate was produced should begin). The legal address of the contractor for service of all letters of notices will be as follows

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

(i). (b). In lieu of cash deposits, I / We have enclosed a certificate bearing No..... date..... issued by for a value Rupees only) drawn / endorsed / pledged in favour of the Superintending Engineer **TNSAMB,CIPET ROAD, GUINDY,CHENNAI-600 032.**

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

5 (i) (c) I am / We are And hence exempted from payment of E.M.D.

6. If my / our tender is not accepted this um shall be returned to me / us on my / our application. When intimation sent to me / us of rejection or at the expiration of ninety days from date of this tender whichever is earlier, if tender is accepted, the EMD shall be retained by the Government as security for the due fulfillment of the contract. If upon written intimation being given to me / us by the authority authorized by the Government under the Article 299(i) of the constitution. (Here after called "the accepting authority") of acceptance of tender. I / we fail to make the additional security deposit then I/We agree to the forfeiture of the EMD. Any notice required to be served on me / us if delivered to me / us personally or forwarded to me / us by post (registered or ordinary) or left at my / our address given herein. Such notice shall if sent by post be deemed to have been serviced 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 Tender documents (i.e) tender notice tender with schedule general condition to the contract, and special condition of the tender negotiation letter communication of acceptance tender shall constitute the contract for this purpose and be the foundation of rights as defined in, clause IV of tender notice, provided that it shall be open to the accepting authority to insists on execution any written agreement by the tenderer. If administratively considered necessary or expedient.

8. In consideration of the payment of Rs..... or such sum as may be arrived at under the clause of the General condition to the contract relating to the payment on lumpsum basis or by final measurements at unit prices, I/We agree subject to the said condition to execute and complete the works shown upon the said drawing serially number from 1 to inclusive of (schedule B) and described in the specifications (Schedule C) and to the extent of probable quantities shown in (Schedule A) with such variation by way of additions to or alternations, deductions from, the said work and method of payment therefore as are provided for in the said conditions.

9. The term Superintending Engineer in the said condition shall mean the TNSAMB officer incharge 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 Government with the previous sanction of a subject to ratification by the competent authorities in case, where such sanction of ratification may be necessary and who has been duly authorized under article 299 (i) of the constitution.

10. 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 Tamilnadu and the site or premises is handed over to me / us as provided for in the said condition and agreed to complete the work within Months from the date of such handing over of the site or premises and 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 appendix to the Tamilnadu Building Practice.

11. I / We agree that upon the terms and conditions of this contract being fulfilled and preformed to the satisfaction of the Superintending Engineer the security deposited by me / us herein before recited of 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 General condition to the contract.

Contractor

(Sd)/-xxxx
Superintending Engineer,
TNSAMB, Chennai – 32.

12. I am / we are professionally qualified and my / our qualifications are given below.

Name	Qualification and Experience

I / We in pursuance of clause of tender notice undertake to employ the following technical staffs for supervising the works 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 required special attention.

Name of technical staffs proposed to employed	Qualification and Experience

Note :

a. The tenderers should score out the last clause if they themselves, are professionally qualified or undertake to employ technical staff under them.

13. I / We agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the general condition to contractor shall be.

(i). **Superintending Engineer, PWD., Buildings Construction and Maintenance Circle, Chepauk, Chennai-5.** in case the value of claim does not exceed Rs.50,000/- (Rupees fifty thousand only)

(ii) I / We agree that in case of the value of claim is over Rs.50,000/- and above, the remedy will be through the competent civil court of Chennai jurisdiction only.

Signature of the contractor
With full addressed with
Name in block letters

Contractor

(Sd)/-xxxx
Superintending Engineer
TNSAMB, Chennai – 32.

FOR CONTRACTORS SPECIAL ATTENTION

1. (i). The work in **TamilNadu State Agriculture Marketing Board** executed by the contractor under the contract shall be maintained by the contractor until the work is taken over by the Superintending Engineer. The contractor shall accordingly arrange his own insurance against fire, flood, volcanic eruption, earth quake other convention of nature and all other natural calamities risk arising out of acts of God during such period and that the Government shall not be liable for any loss or damages occasioned by or arising out of any such acts of God.

1.(ii). Provided, however that the contractor shall not be liable for all or any loss or damages occasioned by or arising out of act of foreign enemies, invasion hostilities or war like operation (before or after declaration of war) rebellion, military or Usurped power.

RETENTION OR WITHHELD AMOUNT

1.(iii). The successful tenderer shall furnish a Security Deposit for an amount equivalent to 5% of the contract value including GST, 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.) fails to sign the agreement) within the aforesaid 15 days time, the Earnest Money Deposit amount paid with the Qualification schedule will be forfeited.

In addition to the aforesaid security deposit, the Superintending Engineer shall deduct from the running account bills, an amount equivalent to 5% (Five Percent) including GST Of the total value of each bill as retention money. Irrevocable Bank Guarantee shall be accepted towards Security Deposit, Retention money only. (G.O. Ms. No. 283/PW (G2) Dept, dt. 21.05.1999)

2¹/₂ % (Two and a Half Percent) of the value of the work including GST, 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.

The Retention money of 2¹/₂ % (Two and a Half Percent) of the total value including GST of contractor after deducting any amount due to the department, shall be refunded to the contractor, after the defects liability attached to the contract is over.

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REVENUE RECOVERY ACT

1.(iv). Whenever any amount has to be paid by the contractor in lieu of determination of the contract by virtue of clause 57 (4) any amount that may be due or may be come due from the contractor under the presence and the contractor is not responding to the demands for the payment of said amount, then the Government shall be entitled to recover the said amount under the provision of the Revenue Recovery Act.

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

RISK INSURANCE

1 (v). The work executed by the contractor or under this contract shall be maintained by the contractor's risk until the work is taken over by the Superintending Engineer. The Government should not be liable to pay for any loss or damages occasioned by (or) arising out of fire, flood, volcanic eruptions, earth quake, other conclusion of nature and all other natural calamities, risk arising cut of act of God during such period and that the option whether to take insurance coverage (or) not to care such risks is left to the contractor.

The contractor shall not employ labourers who are below the age of 12 years, and women during 7.00 p.m to 8.00 a.m and during 6 weeks before the expected date of delivery and six weeks after the date of delivery or miscarriage. The contractor shall abide by all Government orders issued from time to time in respect of labour regulations.

The contractor shall abide the Contractors' Labour Regulations issued by the Tamilnadu Government from time to time.

If night work is required to fulfill the agreed rate of progress, all arrangements shall be made by the contractor including lighting without any claim for extra cost.

The contractor engaging the laborers for the work is solely responsible for any accident or death occurring to the laborer's while carrying out the work and responsible for such occurrence and also for payment of compensation to such laborers. Further, the Department shall not be held responsible for such occurrence and also for payment of compensation.

Risk Insurance: The work under this contract shall be maintained at the contractor's risk until the work is taken over by the Department. The contractor shall accordingly arrange his/ their own insurance against all natural calamities, rain and other acts of God. During such period, the Government shall not be liable for any loss or damage (vide clause 47 of General Conditions as amended)26.Safety Code: The safety measures and all amenities for the labourers shall be made by the contractor at his/ their cost as indicated in the Safety code vide appendix to General Conditions of contract and clause 34, 35 and 42-6 of General Conditions of contract.

The contractor shall not be liable for all or any loss of damages occasioned by or arising out of acts for foreign enemies, invasions, hostilities or war like operation (before or after declaration of war) rebellion military or usurped power.

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ARBITRATION CLAUSE

1 (vi). In case 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 to the matters left to the sole discretion of the Superintending Engineers under clause 18, 20, 25-3, 27-1, 34, 35 and 37 of the general condition of the contractor as to the with holding by the Superintending Engineers or the payment of any bill to which the contractor may claim to be entities. Then either party shall forth with give to the other, notice of such dispute or difference and such dispute or difference shall be and is hereby referred to the arbitration of the **Superintending Engineer, PWD., Buildings Construction and Maintenance Circle, Chepauk, Chennai-5** (Mentioned in the "Articles of agreement" (here in after called the arbitrator) in case where the value of claim is less than and upto Rs.50,000/- (Rupees fifty thousand only)

In case where the value of the claim is more than Rs.50,000/- the parties will seek remedy through the competent civil court (G.O. Ms. No.253, PWD., dated 24.02.1981 Chennai jurisdiction.

1 (vii). If at any subsequent to the execution of this agreement, Government materials other than those specified in the agreement are supplied to the contractor for use of the work, they will be charged at the market value prevailing at the time of writing of the charge and the should intimate in writing the rate which he demands for finish the work in view of the fact that he is to use Government materials. No centage of incidental charges will be borne by the Government in connection with the supply of the materials referred to in this paragraph.

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SCHEDULE C

List of specification for the various item of work supplementing those prescribed in Schedule "A" by standard specification Number.

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

Name or Member of the technical staff to be employed	Qualification	Experience

Note 1 : In the case, the contractor is himself professionally qualified is not in position to remain always at the site for the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention, the contractor should employ technically qualified men and as prescribed for the work.

Note 2 : A penalty of Rs.2000/- (Rupees two thousand only) per month for diploma holder and Rs.5000/- (Rupees five thousand only) per month for degree holder will be levied in case of default of the part of contractor as per the norms specified regarding appointment of Technical Assistant with tender notice.

ADDITIONAL CONDITION – 1

1. The contractor's special attention is invited to clause 37 and 38 of the preliminary specification of T.N.B.P. and he is requested to provide at his own expenses, shed, latrine and Urinal for his workmen.
2. If nigh work is required to fulfill the agreed rate of progress all arrangements shall be made by the contractor including of lighting without any claim for extra.
3. The contractor shall not employ the labours below the age of 12 years and shall also note that he must offer employment ex-toddy tappers and unemployment agriculture labours as far as possible.
4. Any of the items in the schedule may be omitted or radically altered no variation in rates shall become payable to contractors on account of such omissions or variation in quantity.
5. The contractors shall abide the contractor's labour regulation of the PWD framed by the Tamilnadu Government.

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ADDITIONAL CONDITION OF CONTRACT - II

Rules for the provision of health and sanitary arrangements for workers employed by the **SUPERINTENDING ENGINEER, TNSAMB, CIPET ROAD, GUINDY, CHENNAI-600 032.** and his contractors.

The contractor's special attention is invited to clause 37, 38, 39 and 51 of the Tamilnadu Building Practice and he is requested to provide at his own expense the following amenities to the satisfaction of the Superintending Engineer.

FIRST AID

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

DRINKING WATER

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

(b). Where drinking water is obtained from an intermittent Public Water Supply each work place shall be provided with the storage tanks where such drinking water shall be stored.

(c). Every water supply and storage shall be at a distance not less than 50 feet from any latrine / drain or other existing well which is within such proximity of latrine, drain on any other source of pollution, the well shall be properly closed. If water is drawn from it for drinking. All such wells shall be entirely closed and be provided with a trap door, which shall be dust and waterproof.
(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 atleast once in a month.

WASHING AND BATHING PLACES

3. Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept clear and drained condition. Bathing or washing should not be allowed in or near the drinking water well.

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LATRINES AND URINALS

4. There shall be provided within the premises 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 Superintending Engineer in any particular area.

1. Where the number of persons employed does not exceed 50-3 seats.
2. Where the number of persons employed exceed 50 but does not exceed 100-3 seats.
3. 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 places provide with water flushed latrine connected with a water borne sewage system, all latrines shall be provided with actable dry earth system which will be cleared atleast four times daily and atleast twice during working hours and kept in a strictly sanitary condition. The latrines and urinals shall be tarred inside and outside atleast once a year.

The escreta from the latrines shall be disposed off at the contractor's expense, in outside pits approved by the local public health authority. The contractor shall also employ adequate number of scavengers, conservancy staff to keep the latrines and urinals in a clean condition.

SHELTER DURING REST

At the work site, there shall be provided at free of cost two suitable sheds one for meals and another for rest separately for men and women for the use of labourers.

CRECHES

2. At every work place at which 50 or more women are working there shall be provided tow huts of suitable size 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 bedroom. The huts shall not be constructed and 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 size of the crech or creches should vary according to the number of women workers. The creches should be properly maintained and necessary equipment like toys etc, should be provided and huts shall be provided with suitable and sufficient sweepers to keep the place clean. There shall be two ayahs in attendance. Sanitary utensils shall be provided to the satisfaction of the health officer of the area concerned.

The number of huts shall be restricted to children and their attendants of the children.

CANTEEN

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

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SHEDS FOR WORKMEN

The contractor should provide at his own expenses shed for housing the workmen. The sheds shall be on a standard not less than the cheap shelter type, to live in which the work pertaining to locality area accustomed to. A floor area of about 1.80 metre X 1.5 metre for 2 persons shall be provided. The sheds to be in rows with 1.3 metres clear work people's camp shall be laid out in units of 400 persons each. Each unit to have clear space of 12 meter around.

ADDITIONAL CONDITIONS

"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 and 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 estimated 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."

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**THE TENDERER SHOULD FURNISH THE COPY OF GOODS AND SERVICES TAX
(GST) REGISTRATION NO.**

QUOTING RATES BY TENDERER EXCLUDING GST

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 total tender price (both in figures and words).

The Tenderer shall quote the rates and prices (both in figures and words) for all the items of the Works described in the Bill of Quantities **excluding GST. GST can be added after summing up the value of bill of quantities.**

PAYMENT CLAUSE:

1. 30% of contract value including GST will be released as advance payment on acceptance of tender and signing the agreement.
2. 50% of contract value including GST will be released after receipt of machinery at site with certificates of installation and commissioning certificate during test run, Performance certificate during trial run from the officer concern (AE In charge of PPC) to this office.
3. 20% of contract value including GST will be released after importing proper training to the local Agricultural officer/ In charge of PPC and handing over of SOP and Machinery to the officer concern (AE In charge of PPC) and along with completion certificate.

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