



**GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF HINDU RELIGIOUS INSTITUTIONS
SRI DHARBARANYESWARASWAMY DEVASTHANAM
THIRUNALLAR**

Name of Work: Supplying, erection and removal of Mobile toilet units on rental basis at various places in connection with the Sanipeyerchi festival 2026 at Sri Dharbarabyeswaraswamy Temple, Thirunallar.

NOTICE INVITING TENDER

FORM-6

Certified that this NIT contains **2 item only**

This NIT contains **44** pages and approved for an amount of **Rs.10,00,000/- (inclusive of GST) (Rupees Ten Lakh(s) only)**

**ITEM RATE
NOTICE INVITING TENDER**

Tender for the work of	: Supplying, erection and removal of Mobile toilet units on rental basis at various places in connection with the Sanipeyerchi festival 2026 at Sri Dharbarabyeswaraswamy Temple, Thirunallar.
Approximate cost put to Tender	Rs. 10,00,000/-
Earnest Money Deposit	Rs. 20,000/-
Date of Tender	20.01.2026
Cost of Tender Schedule	Rs. 500/- + GST @5%
This tender contains	44 Pages
Time allowed for the work	7 (Seven) Days including Monsoon period.

CONTRACTOR

1. Name of the contractor :
2. Class of contractor :
3. Date of application for tender :
4. Date of receipt of application :
5. Date of issue of tender :
6. Receipt of EMD remitted :

EXECUTIVE OFFICER (TEMPLES)

**EXECUTIVE OFFICER (TEMPLES)
SRI DHARBARANYESWARASWAMY
DEVASTHANAM - THIRUNALLAR**

**SRI DHARBARANYESWARASWAMY DEVASTHANAM
THIRUNALLAR**

NOTICE INVITING TENDER

1. Sealed Item rate tenders are invited on behalf of Sri Dharbaranyeswaraswamy Devasthanam for the work of **“Supplying, erection and removal of Mobile toilet units on rental basis at various places in connection with the Sanipeyerchi festival 2026 at Sri Dharbarabyeswaraswamy Temple, Thirunallar”**

1.1 The work is estimated to cost **Rs. 10,00,000/-** This estimate, however, is given merely as a rough guide.

1.2 Tender will be issued to eligible contractors/firms who are registered with Public Works Department, Puducherry.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. 7/8 which is available with Public Works Department, Puducherry. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

3. The time allowed for carrying out the work will be **7 (Seven) Days** including monsoon period from the tenth day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available.

—OR—

~~The site for the work shall be made available in parts as specified below:~~ —

5. Receipt of applications for issue of forms will be stopped by 5:00 P.M. two days before the date fixed for opening of tenders. Issue of tender forms will be stopped two days before the date fixed for opening of tenders.

6. i) Tenders shall be accompanied with Earnest money of **Rs. 20,000/-** in Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of the **Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar**, 50% of earnest money or Rs.20 lakhs, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.

ii) The tender and the earnest money shall be placed in separate sealed envelopes, each

marked "Tender" and "Earnest Money" respectively.

In cases where earnest money in cash is acceptable, the same shall be deposited with the Manager of the Devasthanam and the receipt placed in the envelope meant for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the the Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar upto 3.30 P.M. on **20.01.2026** and will be opened by him or his authorized representative in his office on the same day at 4.00 P.M. The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money placed in the other envelope, is found to be in order.

7. Tender, documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the Office of the Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar between 9:00 a.m. to 1.00 p.m and 4.00 p.m to 6:00 p.m. from 13.01.2026 to 19.01.2026 every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of **Rs. 500/- (+) plus 5% GST** in cash as cost of tender.

8. The description of the work is as follows :-

Supplying, erection and removal of Mobile toilet units on rental basis at various places in connection with the Sanipeyerchi festival 2026 at Sri Dharbarabyeswaraswamy Temple, Thirunallar

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be

issued to him by Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of Sri Dharbaranyeswaraswamy Devasthanam does not bind itself to accept the lowest or any other tender and reserves to itself the authority to any or all the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The competent authority on behalf of Sri Dharbaranyeswaraswamy Devasthanam reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The contractor shall not be permitted to tender for works in, **Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar** / Public Works Department, Puducherry (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity, between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall, also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in **Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar**/ the Public Works Department, Puducherry. Any breach of his condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

13. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Sri Dharbaranyeswaraswamy Devasthanam/ Public Works Department is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Sri Dharbaranyeswaraswamy Devasthanam in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Sri Dharbaranyeswaraswamy Devasthanam as aforesaid before submission of the tender or engagement in the contractors service.

14. The tender for the works shall remain open for acceptance for a period of **ninety days** from the date of **opening of tenders**. If any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever is earlier or make any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government without prejudice to any other right or

remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

15. This notice inviting tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall within 10 days from the stipulated date of start of the work sign the contract, consisting of ---

- (a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (b) Standard Form 7/8

Signature of Divisional Officer/

Sub-Divisional Officer

.....

For and on behalf of Sri Dharbaranyeswaraswamy Devasthanam,
Thirunallar

SRI DHARBARANYESWARASWAMY DEVASTHANAM

THIRUNALLAR

STATE : PUDUCHERRY

CIRCLE : III

REGION : KARAikal

DIVISION : SDSD

SUB-DIVISION : SDSD

ITEM RATE TENDER AND CONTRACT FOR WORKS

Tender for the work of **“Supplying, erection and removal of Mobile toilet units on rental basis at various places in connection with the Sanipeyerchi festival 2026 at Sri Dharbarabyeswaraswamy Temple, Thirunallar.”**

- (i) To be submitted by 3:30 p.m. on **20.01.2026** to the Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar, Karaikal
- (ii) To be opened in presence of tenderers who may be present at 4:00 p.m. on **20.01.2026** in the Office of the Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar, Karaikal

Issued to.....

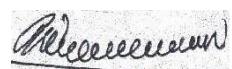
(Contractor)

Signature of Officer issuing the documents.....

Designation.....

Date of issue.....

Contractor



Executive Officer

TENDER

I/We have read and examined the notice inviting tender, Schedules A, B, C, D, E and F. Specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rates and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for Sri Dharbaranyeswaraswamy Devasthanam within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule – 1 General Rules and Directions and in Clause 11 of the Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety (90) days** from the **date of opening of tenders** thereof and not make any modifications in its terms and conditions.

A sum of **Rs. 20,000/-** has been deposited in Deposit at call Receipt of a Scheduled Bank as earnest money. If I / We fail to furnish the prescribed Performance guarantee. I/We agree that the said Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar, Karaikal or his successors in the office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Scheduled in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to be safety of the State.

I/We agree that should I/We fail to commence that work specified in the above memorandum, and amount equal to the amount of the earnest money mentioned in the form of invitation of tender and the performance guarantee shall be absolutely forfeited to Sri Dharbaranyeswaraswamy Devasthanam or his successors in office and the same may at the option of competent authority on behalf of Sri Dharbaranyeswaraswamy Devasthanam be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

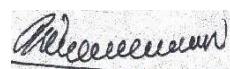
Dated.....

Signature of Contractor

Postal address :

Witness :

Contractor



Executive Officer

Address :

Occupation :

PERCENTAGE RATE TENDER FOR
CONSTRUCTION WORKS

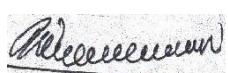
I/we hereby tender for the execution for Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar of the work specified in the underwritten memorandum within the time specified in such memorandum at an amount of Rs.....(Rupees.....) i.e.....percent. below/Above the rates entered in the schedule 'A' and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in Rule 1 hereof and in clause 11 of the conditions of the contract and with such materials as are provided for, and in all other respects in accordance with such conditions as far as applicable. I/We hereby agree to the accordance with such conditions as for as applicable. I/we hereby agree to the percentage mentioned above being deducted from/added to the gross amount of the bills for work done.

Date:

Signature of contractor

Postal address:

Contractor



Executive Officer

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar for a sum of Rs.....
 (Rupees.....)

The letters referred to below shall form part of this contract agreement:-

(a)

(b)

(c)

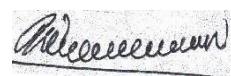
For and on behalf of Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar

Signature.....

Dated.....

Designation.....

Contractor



Executive Officer

SRI DHARBARANYESWARASWAMY DEVASTHANAM

THIRUNALLAR

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power - of - attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

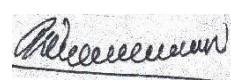
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

4A. In case of Percentage Rate tenders, tender shall fill up the usual printed form, stating at what percentage below / above (in figure as well as in words) the total estimated cost given in Schedule of Quantities at Schedule 'A', he will be willing to execute the work. Tenders, which propose any alteration in

Contractor



Executive Officer

the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

5. The officer inviting tender or of his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall their upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule – 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tenderers shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an Accountant or Clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar and their issue rates shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the office to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the Officials Secret Act, 1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

10. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filed in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

10A. In case of Percentage Rates Tenders only percentage quoted be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in Percentage Rate Tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible, The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of works, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rates is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures. E.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Government security fixed deposit receipt etc., as in the case of recovery of security deposit within 15 days of the issue of letter of intent but before award of work. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor.

13A. A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work (bank Guarantee is not to be accepted as security deposit).

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in- Charge shall be communicated in writing to the Engineer-in-Charge.

15. Sales tax, Purchase tax, Turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and Public Works Department/ Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar will not entertain any claim whatsoever in respect of the same. **"This work is covered under Puducherry Goods and Services Tax Act 2017 and hence the contractors are requested to quote the rates including the effect of GST. Additional / separate claim for any recovery on GST will not be entertained on any account after the award of work. The payment is also liable for TDS as instructed by the Commercial Tax Department based on GST".**

16. The contractor shall give a list of both Gazetted and Non-Gazetted Public Works Department / Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who; may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to be summarily rejected.

18. The tender for composite work includes in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work horticulture work, roads and paths etc. The tenderer must associate himself with agencies of tender for sanitary and water supply drainage, electrical and horticulture works, if any, in the composite tender.

19. The contractor shall submit list of works, which are in hand (progress) in the following form:

Name of Work	Name and particulars of Division where is being executed	Value of work	Position of works in progress	Remarks
(1)	(2)	(3)	(4)	(5)

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 breach of the contract and the Executive Engineer / Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

21. The contractor /firm must obtain necessary prior permit from Pondicherry Ground Water Authority for the Water Requirement of the Proposed construction / Road Works which will be met out either from tube well or transportation through tanker lorries before the commencement of Construction Work.

22. The issues for which contractors seeking arbitration shall be referred to the Dispute Redressal Committee (DRC) which is constituted vide circular No. 604/PW/CE/W/EE(P)/ AE(P)1/2013-14 DATED 16-05-2013 at the first instance and then the proposal shall be referred to appointment of Arbitrator as per the provisions under the General conditions of Contract.

23. Inviting the guidelines prescribed by the Central Vigilance Commission no Post-tender negotiation shall be conducted with the tenderers. The tenderers are expected to quote their rate within the permissible limit of variation as per Chief Engineers circular No.3100/PW/CE/EE(P)/AE(P)3/F.No. Circular/2015-16 dt.27-11-2015.

5. The contractor/firm must obtain necessary prior permit from **Pondicherry Ground Water Authority** for the water requirement of the proposed construction/road works which will be met out either from tube well or transportation through tanker lorries before commencement of the construction work.

Based on the request of the contractor, the concerned Executive Engineers may consider issue necessary permission to sink bore well at site to use the department water sources for work construction activities, as per usual office procedure and based on the feasibility of the proposal and site condition (model letter enclosed)

LETTER FORMAT FOR USING DEPARTMENT WATER SOURCES BY THE CONTRACTOR

From

Contractor

To

The Executive Officer (Temples),
 Sri Dharbaranyeswaraswamy Devasthanam,
 Thirunallar.

Sir

Sub: Name of Work - Permission to use the Department water **sources**
 requested – Reg.

.....ooo.....

I am to request that permission may kindly be given to sink a bore well at site to use the department water **sources** for the above said work construction activities.

I also hereby give my consent that I shall leave my bore well “as is where is “ working condition with necessary working Motor, Pump set , Pipe etc., after construction activities is over .

I also agree that I shall not clam any amount for the Bore well, Motor, Pump sets etc., in a later date (or) in future.

Yours faith fully

CONTRACTOR

6. Inviting guidelines prescribed by the Central Vigilance Commission “**No post tender negotiation**” shall be conducted with the tenderers. The tenderers are expected to quote their rates with permissible limit of variation.

7. The contractor must study the plans appended with the tender and quote the rate accordingly.

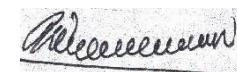
For any clarification the contractors are free to contact the The Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar.

SCHEDULES**SCHEDULE 'A'****SCHEDULE OF QUANTITIES**

Name of Work: Supplying, erection and removal of Mobile toilet units on rental basis at various places in connection with the Sanipeyerchi festival 2026 at Sri Dharbarabyeswaraswamy Temple, Thirunallar.

Sl. No.	Specification	Qty	Rate in Figures	Rate in words	Unit	Amount
1.	Providing and erection of portable toilet unit at an size of 4 feet length, 4 feet breadth and 7 feet height FRP/HDPE material. The rate includes the cost of rental charges, transportation charges, erection of pits, sanitary pipe line, covering the pits, supervising charges, labour charges for cleaning the toilet block frequently, cost of cleaning materials, GST charges, income tax etc., Excluding the work of front partition, cleaning of pits by engaging the sewage tankers. Provision water supply arrangements.(Rental period for 30 Days)	64.00 Units			1 Unit (One Unit)	
2.	Providing and erection of portable toilet unit at an size of 4 feet length, 4 feet breadth and 7 feet height FRP/HDPE material. The rate includes the cost of rental charges, transportation charges, erection of pits, sanitary pipe line, covering the pits, supervising charges, labour charges for cleaning the toilet block frequently, cost of cleaning materials, GST charges, income tax etc., Excluding the work of front partition, cleaning of pits by engaging the sewage tankers. Provision water supply arrangements.(Rental period for 20 Days)	48.00 Units			1 Unit (One Unit)	
		TOTAL AMOUNT				

Contractor



Executive Officer

SCHEDULE "B"

Schedule of materials to be issued to the contractor

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
Contractor's own arrangement				

SCHEDULE "C"

Tools and plants to be hired to the contractor

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
	--Nil	--	

SCHEDULE "D"

Extra schedule for specific requirement/document for the work. if any.

The contractor shall submit list of works which are in hand (Progress) in the following form:

Name of Work (1)	Name & particulars of divn. Where work is being executed (2)	Value of work (3)	Position of works in progress (4)	Remarks (5)

SCHEDULE "E"

Reference to General Conditions of contract: General Conditions of Contract for PWD Works (2014)

Name of Work:	Supplying, erection and removal of Mobile toilet units on rental basis at various places in connection with the Sanipeyerchi festival 2026 at Sri Dharbarabyeswaraswamy Temple, Thirunallar.
Estimated cost of work:	Rs. 10,00,000/-
(i) Earnest money	Rs. 20,000/- (to be returned after receiving performance guarantee)
(ii)(a) Performance Guarantee.	5% of tendered value.

(iii) Security Deposit	2.5% of tendered value (or) 2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building, roads, bridges and services/other works after construction of same building, roads, bridges and services /other works.
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SCHEDULE "F"
GENERAL RULES & DIRECTIONS

Officer inviting tender	Executive Officer (Temples), Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	See below
Definitions:	
2(v) Engineer-in-Charge	Executive Engineer – cum – Chairman, Technical Monitoring Committee, Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar
2(viii) Accepting Authority	Executive Engineer – cum – Chairman, Technical Monitoring Committee, Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar
2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	15%
2(xi) Standard Schedule of Rates	As per Quotation
2(xii) Department	Public Works Department
9(ii) Standard PWD contract Form	GCC 2014 (PWD Form 7/8) as available in the website www.thirunallarutemple.org (upto last date of receipt of tender)

Clause 1	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 (Fifteen) days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of performance Guarantee	7 days

	amount beyond the period provided in (i) above .	(1 to 15 days to be filled by NIT approving authority)
Clause 2	Authority for fixing compensation under clause 2	Executive Engineer – cum – Chairman, Technical Monitoring Committee, Sri Dharbaranyeswaraswamy Devasthanam, Thirunallar
Clause 2A	Incentive for early completion of work	Deleted
Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 (ten) days

Mile stone(s) as per table given below:

Sl. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			

(Or)

Sl. No.	Financial Progress	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld automatically for failure of each milestone without any notice to the contractor.
2.	3/8 th (of the whole work)	1/2 (of the whole work)	
3.	3/4 th (of the whole work)	3/4 th (of the whole work)	
4.	Full	Full	

Time allowed for execution of work **7 (Seven) Days including monsoon period**

Authority to decide:

- (i) **Extension of time** : **Superintending Engineer/ Executive Engineer/ Assistant Engineer**
- (ii) **Rescheduling of mile stone:** **Superintending Engineer, PWD**
- (iii) **Shifting of date of start in case of delay in handing over of site :** **Superintending Engineer, PWD**

Clause 6 (or) 6A	Measurement of work done (or) Computerised Measurement Book	6
Clause 7	Gross work to be done together with net payment /adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment	Rs. 10,00,000/-

Clause 10A

List of testing equipment to be provided by the contractor at site lab:

1. Balances

- (i) 7 kg. to 10 kg. capacity, semi-self indicating type - accuracy 10 gm.
- (ii) 500 gm. capacity, semi-self indicating type - accuracy 1 gm.
- (iii) Pan balance- 5 kg. capacity - accuracy 10 gms.

2. Ovens-electrically operated, thermostatically controlled upto 110°C - sensitivity 1°C.

3. Sieves: as per IS 460-1962.

(i) I.S. sieves - 450mm internal dia, of sizes 100 mm, 80 mm, 63mm, 50 mm, 40 mm, 25 mm, 20

mm, 12.5 mm, 10 mm, 6.3 mm, 4.75mm, complete with lid and pan.

(ii) I.S. sieves- 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.

4. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.

5. Equipment for slump test- Slump cone, steel plate, tamping rod, steel scale, scoop.

6. Dial gauges, 25 mm travel - 0.01 mm/division least count - 2nos.

7. 100 tonnes compression testing machine, electrical-cum manually operated.

8. Graduated measuring cylinders 200 ml capacity - 3 Nos.

9. Enamel trays (for efflorescence test for bricks).

(i) 300 mm × 250 mm × 40 mm- 2 nos.

(ii) Circular plates of 250 mm dia - 4 nos.

Clause 10B(i) : **Secured advance on Non-perishable materials** **Applicable/ Not applicable**

Clause 10B(ii) : **Mobilisation Advance** **Applicable / Not applicable**

Clause 10C : **Component of labour**
expressed as percent of value of work **25%**

Clause 10CA**: Applicable / Not applicable**

S.N.	Materials covered Under this clause	Nearest Materials (other than cement, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all the materials covered under Clause10 CA*
1.			
2.			

* Includes Cement component used in RMC brought at site from outside approved RMC plants,if any.

** Base price and its corresponding period of all the materials covered under Clause10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause 10CC**:Applicable / Not applicable**

Clause 10CC Schedule of component of other materials, Labour etc. for price escalation.	Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next columnmonths
	Component of civil (except materials covered Under Clause 10 CA) /Electrical construction Value of work	Xm% months
	Component of Labour Expressed as percent of total value of work	Y% months

Note: Xm.....% should be equal to (100) – (materials covered under clause 10 CA i.e. Cement, Steel, POL and other material specified in clause 10 CA + Component of Labour)

Clause 11	Specifications to be followed for execution of work	Not applicable
Clause 12	Type of work	Original work

*** To be filled by NIT approving authority either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration in buildings.

The items related to road work like upgradation/improvement of footpath & central verge, improvement of carriage way by patch repair or annual/periodical repairs of road surface and A/R & M/O works pertaining to road shall be treated as maintenance work.

New road construction works and the strengthening of road surface shall be considered as original works.

Clause 12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	30%
12.5 (i)	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in PSR and related items)	100%
(ii)	Deviation Limit for items mentioned in earth work subhead of PSR and related items	100%
Clause 16	Competent Authority for deciding reduced rates	Superintending Engineer, Circle – III, Public Works Department, Karaikal.

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

- (i) Steel shuttering 3000 Sqm with minimum of 1000 Sqm procured during last two years.
- (ii) Steel props-9000 Cum space with min. of 3000 Cum space procured during last two years.
- (iii) Concrete mixers of full bag capacity – 2 Nos.
- (iv) Needle vibrator
- (v) Beam vibrator – 1 No (One Number).
- (vi) Slab vibrator – 2 Nos.
- (vii) Weighing Machine – 2 Nos (Two Number).

Clause 25**Constitution of Dispute Redressal Committee (DRC)**

- 1. Chairman** : **Chief Engineer, PWD**
- 2. Member** : **Superintending Engineer concerned**
- 3. Member** : **Superintending Engineer – other than concerned**
- 4. Member Secretary** : **Executive Engineer concerned**

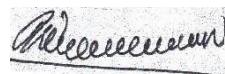
Clause 36(i)**Requirement of Technical Representative(s) and recovery Rate**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience (years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Contractor



Executive Officer

Clause 42 (i) (a)	Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Puducherry Standard Schedule of Rates	Not applicable
(ii)	Variations permissible on theoretical quantities	
(a)	Cement: For works with estimated cost put to tender not more than Rs.5lakh	3% plus/minus
	For works with estimated cost put to tender more than Rs.5 lakh	2% plus/minus
(b)	Bitumen: All works	2.5% plus & only & NIL on minus side
(c)	Steel Reinforcement and structural steel; sections for each diameter,section and category	2% plus/minus
(d)	All other materials	NIL

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement		
2	Steel reinforcement		
3	Structural sections		
4	Bitumen issued free		
5	Bitumen issued at stipulated fixed price		

NOT APPLICABLE

Clause 47

During the course of contract period, deduction of "CESS" to provide social security and various welfare benefits through the Puducherry Buildings and other construction workers Welfare Board under Section 18 of the Building and Other Construction Workers Cess collection (RECS) Act, 1996, shall be made at the rate of 1% (One Percent) of the gross amount of each bill or as per the advice of the Government of Puducherry.

GENERAL CONDITIONS

(1) The work shall in general be carried out in accordance with CPWD specifications for works 2009 with correction slips and issued from time to time. Revised CPWD Specification 2009 for cement mortar, cement concrete & RCC.

(2) However if the said specifications differ from those given in the description of any particular item in the schedule of quantities and specifications stipulated herein, the latter shall prevail.

(3) If the detailed description of any particular item in the schedule of quantities and specifications finally accepted by the department differs from the particular specifications given hereunder, the former shall prevail to the extent applicable.

(4) If the particular specification given hereunder differs from I.S. code provisions, in any respect, the former shall prevail.

(5) Wherever any reference to any Indian standard specification occurs in the documents relating to this contract the same should be inclusive of all amendments issued thereto or revision thereof if any, upto the date of receipt of tenders.

(6) Conditions involving any financial implications other than those covered in the schedule of quantities will not be entertained and such tenders are also liable to be rejected.

(7) When working near existing structures, care shall be taken to avoid any damage to such structures, any such damage caused intentionally or unintentionally shall be restored to original and or acceptable condition and to the satisfaction of the Engineer- in-charge.

(8) The contractor shall give to the Municipality, Police and other authorities all notices etc., that may be required to be given as per law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of the operations during the execution of the contract. No extra claim of the contractor will be entertained by the department on this account.

(9) Other agencies doing works related to this project may also simultaneously execute the works and the contractor shall co-ordinate and co-operate with them as found to be necessary at no extra cost.

(10) Any cement slurry or lime mortar or any combination thereof or water proofing material required for continuation from old work is demand to have been in built in the

relevant items themselves and nothing extra shall be paid for the same.

(11) The rate for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source as rains, flood, and subsoil water table being high due to any other cause whatsoever.

CONDITIONS FOR ISSUE OF MATERIALS

The materials shall be issued to the contractor at the place of delivery as mentioned in schedule 'B'. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The materials shall be issued between the working hours and as per rules prevails in the stockyard of the materials as framed from time to time.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials. No reimbursement of the expenses will be made by the department.

The contractor shall construct suitable godown at the site of work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc. he shall also employ necessary watch and ward establishment for the purpose.

Cement bags shall be stored in separate godown with pucca floor weatherproof roofs and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with the Department Junior Engineer-in-charge of the work and that of the other lock with authorized agent of the contractor at the site of work so that the cement is removed from the godown accordingly to the daily requirements with the knowledge of both the parties.

The cement shall be stacked on proper floors consisting of two layers of dry bricks laid on well-consolidated earth at a level of at least 0.3 meters above ground level. These stocks shall be in row of 2 and 10 high with a minimum of 0.6 meter clear space around. The bags would be placed horizontally continuous in each line as shown in the sketch of C.P.W.D. specification 2009.

The day today receipts and issue accounts of cement shall be maintained by the Junior Engineer-in-charge and signed daily by the contractor or his authorized agent.

MATERIALS OBTAINED FROM DISMANTLEMENT

I. The contractors, in course of their work, should understand that all materials (e.g. stone and the other materials) obtained in the work of dismantling, excavation etc. will be considered P.W.D. property and issued to the contractor (if they require the same for their own use) at rates approved by Government. If these materials are not required by them, they will dispose of to the best advantage of Government.

DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT

II. Owing to difficulty in obtaining certain materials in the open market, the P.W.D. have undertaken to supply materials specified in schedule 'B' of the tender forms at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of their work that their labour may not remain idle nor may there be any other claim due to so arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Public Works Department on account of delay in supplying materials.

III. M.S. or deformed bars shall be issued in lengths as available in stores. M.S. or deformed bars shall be issued in straights or in coils as available and nothing extra shall be payable for straightening the bars. The bars issued in available lengths shall be cut to the required lengths and nothing extra shall be payable for the same.

IV. The contractor shall have to deposit the approved paints of required color and shade as per actual requirements of the work to be done with the Engineer-in-charge at his Departmental Store at the site of work.

The contractor shall be responsible for the water proofness of the roof for one full monsoon season after the date of completion. He shall rectify the defect noticed after due intimation in writing is given by the Engineer-in-charge failing which, Engineer-in-charge shall get the defects repaired at the contractor's risk and cost.

WATER SUPPLY AND SANITARY WORK

V. The contractor shall engage licensed plumber for the work and get the materials tested by the Public Works Department authorities whenever required at their own cost. The work shall be carried out according to the Public Works Department Bye-laws and the contractor shall produce necessary certificate from Public Works Department authorities after completion of work.

VI. The contractor shall have to deposit water proofing compound as per the actual requirements for the water proofing job with the Engineer-in-charge at his Departmental Stores at the site of work.

The water proofing compound will be issued to the contractor from time to time according to his requirements for the work in the same manner as the issue of the materials stipulated to be issued departmentally.

INCONVENIENCE TO PUBLIC

VII. The contractor shall not deposit materials on any site, which will seriously inconvenience the public. The Engineer-in-charge may require the contractor to remove

any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

VIII. Any damage to work resulting from rains or from any other cause until the work is taken over by the Department after completion will be made good by the contractor at his own cost.

IX. The contractor shall deposit royalty and obtain necessary permit for supply of sand, HBG metal, red earth, etc. from local authorities.

X. The contractor shall get himself acquainted with the nature and extent of the work and satisfy himself about the availability of quarry and of kiln for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors and will not be allowed for extra lead for collection and conveyance of materials for any reason whatsoever.

XI. The contractor will be permitted to set up labour camp only before a week from the commencement of work and not exceeding fifteen days after the completion of the work.

XII. The contractor shall conform to the provision of any government acts which relate to works and to the regulations and bye-laws of any local authorities. The contractor shall give all notices required by the said acts or laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restoration etc., and all other fees payable to the local authorities.

XIII. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use same free of cost making mud mortar for masonry and for laying mud terracing over the roof. The Engineer-in-charge shall be the final authority to decide whether the earth obtained from excavation is surplus or not.

The surplus earth excavated which is beyond the requirement of public works department works, may be allowed by the Executive Engineer to be disposed of by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra will be paid for carriage or disposal of the surplus earth, if the same is not required for P.W.D. works.

The debris should be removed from the site on day to day basis without affecting the public in general.

The mixing of concrete should be done at a separate site avoiding stacking of material at road side.

Wherever fine sand has been mentioned in the schedule of quantities, it should be conforming to the grading Zone-IV or Zone-V as mentioned in the C.P.W.D. specifications.

XIV. Concrete will be mixed with mixers either operated by hand or mechanical.

XV. The contractor shall not employ women and men below the age of 18 on the work of painting with products lead, in any form wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

- a) White lead sulphate or lead, of products containing these pigments shall not be in painting operation except in the form of paste or of paint ready for use.
- b) Measure shall be taken in order to prevent danger arising from application of paint in the form of spray.
- c) Measure shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.
- d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- e) Overalls shall be worn by working painters during whole of the working period.
- f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
- g) Cases of lead poisoning and suspected lead poisoning shall be subsequently verified by a medical team appointed by the competent authority.
- h) The department may require when necessary medical examination of workers.
- i) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.
- j) The standard section weights referred to as standard table of 5.4 in the CPWD specification 2009 be considered for conversion of length of various size of steel bars into weights are as under:-

Nominal size mm	Cross sectional area Sq.mm.	Mass per metre run Kg.
6	28.3	0.222
8	50.3	0.395
10	78.6	0.617
12	113.1	0.888
16	201.2	1.58
20	314.3	2.47

25	491.1	3.85
28	615.8	4.83
32	804.6	6.31
36	1018.3	7.99
40	1257.2	9.86

Issue of steel diameter above 10mm will be regulated on sectional weights basis, weight being calculated with the help of the above tables. However, for bars TMT steel up to and including 10mm the following procedure shall be adopted. The average sectional weights for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard co-efficients given above and the contractor's account will be debited by the cost of this modified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

SPECIAL CONDITIONS APPLICABLE FOR ROAD WORKS/BRIDGE WORKS

(1) Construction Equipment:

The methodology and equipment to be used on the project shall be furnished by the Contractor to the Engineer well in advance of commencement of work and approval of the Engineer obtained prior to its adoption and use.

The Contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specification and tolerance to the satisfaction of the Engineer before commencement of work, if so desired by the Engineer.

All equipment provided shall be proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.

No equipment or personnel will be removed from site without permission of the Engineer.

(2) Work Program and Methodology of Construction:

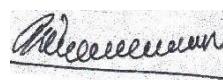
The Contractor shall furnish his program of construction for execution of the work within the stipulated time schedule together with methodology of construction each item of work and obtain the approval of the engineer prior to actual commencement of work.

(3) Revised Programme of Work in case of Slippage:

In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

(4) Action in case of Disproportionate Progress:

In case of extremely poor progress of the work or any item at any stage of work which in the opinion or the Engineer cannot be made good by the Contractor considering his available resources, the Engineer will get it accelerated to make up the lost time through any other agency and recover the additional cost incurred, if any, in getting the



work done from the Contractor after informing him in writing about the action envisaged by him.

(5) Setting out:

Setting out the work as spelt out in clause 109 of Ministry's Specifications for Road and Bridge Works 5th Revision will be carried out by the Contractor.

(6) Public Utilities:

Action respect of public utilities will be taken by the contractor as envisaged in Clause 110 of Ministry's Specifications for Road and Bridge Works 5th Revision.

(7) Arrangement for traffic during construction :

Action for arrangement for traffic during construction will be taken by the contractor as envisaged in the contract documents and spelt out in clause 112 of Ministry's Specifications for Road and Bridge Works 5th Revision.

(8) Quality Control:

The onus of achieving quality of work will be on the contractor who will take action as stipulated in the Ministry's for Road and Bridge Works 5th Revision.

(9) Ministry's specification for Road and Bridge Works (5th Revision):

Ministry's specification for Road and Bridge Works 5th Revision will form part of the contract documents and the contractor will be legally bound to the various stipulations made therein unless and otherwise specifically relaxed or waived wholly or partly through a special clause in the contract document.

(10) Documentation:

The Contractor will prepare drawing (s) of the work as constructed and will supply original with three copies to the Engineer who will verify and certify these drawings. Final as constructed drawing(s) shall then be prepared by the Contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes.

(11) The contractor shall make his own arrangement to provide the bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL, etc. and produce the paid voucher to the Engineer-in-charge. The materials so procured shall be got tested before use.

(12) The use of rubber modified bitumen shall be as per the guide lines of "IRC SP 53-99"

(13) The Contractor shall use "Hydrostatic paver with sensor control" for this work.

(14) Regarding bearings, the MoRTH letter No.RW/NH-34057/1/2008-S & R (B) dated 22.7.2009 and its Corrigendum No.RW/NH-34057/1/2008-S & R (B) dated 09.09.2009 shall be adhered.

(15) The Pile shall be terminated at a depth as per the direction of Engineer-in-charge.

(16) The bearing capacity of 450mm dia 500mm dia and 600mm dia Piles shall be not be less than 36,40.5 and 51 MT respectively.

(17) The defect liability period is Three Years where scope of work involves provision of structural layer i.e. strengthening where the total thickness of bituminous layer is 30 mm and above.

(18) The payment for the quantity of Road Work such as Bituminous Macadam (BM/DBM), Bituminous Concrete / Semi Dense Bituminous Concrete, Wearing Course shall be made based on the physical measurement of finished work in position in cum. or sqm. at a specified thickness or based on level measurements, whichever is less.

ADDITIONAL CONDITIONS

1. The rate for all items of works shall unless clearly specified otherwise include cost of all labour, materials and others inputs involved in the execution of item.
- 2(a) For the purpose of recording measurements and preparing running account bill the abbreviated nomenclature enclosed with the standard form shall be adopted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- (b) In case of extra and substituted items of work for which abbreviated nomenclature is not provided in the agreements, the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bills.
3. For all doors and windows whether factory made or otherwise, cleats and rubber buffers 30mm dia. shall be provided as directed by the Engineer-in-charge and the rate for the shutter item shall include the cost of providing such wooden cleats and buffers.
4. For those doors where hydraulic door closer is provided only wooden cleats need not be provided and no reduction in rate shall be made for the same.
5. The particle board shutter shall be provided, with teak wood lipping (beading) at the edge to which hinges are fixed, without any extra cost.
6. For works where items of aluminium doors, windows etc., are specified, the grade of anodic coating to be provided in accordance with table I of IS: 1868-1968 together with reference to IS: 5523-1969.
7. Where hydrated lime is available, this can be used on the works and the places where hydrated lime is not available, lime concrete will be prepared by the traditional method of slaking the lime preparing the lime putty etc.
8. (a) Tendered rates are inclusive of all taxes and levies payable under the respective status. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax or levy is imposed by the statute after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies, the contractors shall be reimbursed the amount so paid provided such payment, if, any, is not, in the opinion of

the Engineer-in-Charge (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Public Works Department and further shall furnish such other information/document as the Engineer-in-Charge may require.

(c) The contractor shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer-in-Charge pursuant to this condition, together with all necessary information relating therein.

~~The components of material, labour and POL as indicated in para 3 of sub-clauses 10(CC) have been pre determined as below;~~

(a) Material : percent

(b) Labour : percent

(c) P.O.L : 100 percent

10(CC) deleted

9. Stipulated materials shall be issued for use at site of work for all the items where such materials are required. For factory made products like precast cement tiles, precast hollow concrete blocks, precast foam concrete blocks, precast RCC pipes etc., stipulated materials shall not be issued by the Department.

10. While execution of the work, the contractor shall organise his work in such a way that the normal functioning of the premises is not disturbed.

11. Any damage done to the existing structure while dismantling execution of the work shall be made good by the contractor at claim shall be made good by the contractor at his own cost and no extra claim shall be entertained on this account.

12. The contractor must see the site before participating the tender and his viability for executing the work.

13. The item of Anti-termite treatment shall be executed through a specialized firm.

14. Rates should be quoted for the items specified in the NIT and shall not be compared with the analysis of rates.

15. Rates for all items should be quoted based on the availability of construction materials in accordance to BIS/CPWD specifications.

16. Rates should also be quoted inclusive of testing charges of all construction materials both at laboratory and in the field. No payment will be made for material testing or on any finished work.

17. The contractor should arrange for approach to work spot, shifting of construction materials / concrete / tools & plants, etc., near to the work spot at his own cost. No extra rate shall be considered for shifting of materials by any means.

18. For construction of Buildings /drain/canals/channel/bridges and culverts etc., rates should be quoted inclusive of pumping, de-watering and working under foul condition, etc. No separate claim like EIS/SIS/DIS will be admitted towards the dewatering, working under foul condition, etc. or any form of claim at any stage.

19. The Contractors shall have to dispose the unserviceable materials like debris, waste mud, etc. arises in the site and themselves have to identify the place of disposal of from the site with the written approval of the Engineer-in-charge. No extra lead and lift shall be considered for such disposal.

20. The Contractor must do their own arrangements at their own cost for signage/barricading etc. for the safety of Public during construction in the construction site of building/road/drain/canal/bridge/culverts etc. No separate claim will be admitted in this regard.

CONDITIONS FOR STEEL:

21. The contractor shall make his own arrangements to provide the steel required for the work from SAIL / IISCO / TISCON / VIZAG / JSW STEEL PLANT and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.

22. The contractor shall procure 43 grade OPC cement having ISI mark from reputed firms having annual turn over of not less than one million MT and stores it in the site godown as per the guidelines specified in the CPWD specification 2009 under double lock system. The paid voucher of the cement procured shall be produced to the Engineer-in-Charge. The cement procured shall be got tested before use.

23. The contractor shall make his own arrangements to provide the bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL etc., and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.

24. Necessary test certificates should be produced from the approved laboratory for the quality of materials.

25. Defective materials will be rejected and the same have to be reparably by the contractor at his own cost.

26. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the Engineer-in-Charge. The name of contractor, name of work and agreement number should be clearly noted in the original vouchers.

27. The test specimens shall be provided at free of cost by the contractor.

28. The test for cement has to be conducted for every 1000 bags or part. The test for steel has to be conducted for every consignment of 20 tonne or part thereof for each size/dia.

29. Payment for the item of laying Semi Dense Bituminous Concrete shall be made after conducting the density / compaction measurement test and also the surface roughness measured with Bump Integrator, by the Highways Research Station, Chennai and ensuring that

- (a). In respect of density /compaction, the test result conforms to the density prescribed in the mix design and,
- (b). In respect of surface roughness measured with Bump Integrator the result shall conform to the values prescribed in Table – 3 of IRC – SP-16-2004.

ADDITIONAL CONDITIONS II

ADOPTION OF PSR ABBREVIATED NOMENCLATURE

The Puducherry Schedule of Rates Abbreviated Nomenclature for buildings and road works shall be adopted in recording of measurements and preparation of running account bills, etc., wherever applicable as per CPWD Works Manual 2014.

PARTICULAR SPECIFICATIONS

1. The work executed shall be measured as per metric dimensions given in the schedule of quantities. The FPS units wherever indicated in the drawings are for guidance only.
2. Unless otherwise specified, all the rates quoted by the contractor shall be for items of work at all levels and heights of the building.
3. The work shall be executed as per the C.P.W.D. specifications 2009 (with correction slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.
4. All stone aggregate, sand etc., shall be obtained only from approved quarries. All the materials shall be got approved by the Engineer-in-Charge before they are actually procured and used at site.
5. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the Engineer-in-Charge and sand conforming to these gradings only shall be used on the work.
6. Necessary washing, screening, etc., of metal and sand shall be done at site as per requirements of the Engineer-in-Charge.
7. Bricks shall have crushing strength of class designation.
8. The work of water supply and internal sanitary installations and drainage shall be carried out as per bye-laws of the local Municipal body.

9. All manufactured materials used in the work shall have ISI/BIS mark. In case of materials for which no manufacturer has been licensed to manufacture the materials with ISI marking, the materials shall conform to the provisions of C.P.W.D./MORTH/IRC/CPHEEO specifications or the ISI code (in the absence of C.P.W.D. specifications or other specification mentioned above for any particular material). In the case of all materials, tests shall be conducted to ensure that they conform to the specifications of codes mentioned above.

10. All materials, which are to be tested before use on the work should be procured at least 2 months before use on the work so that enough time is available for testing them before they are actually used.

11. The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor.

12. The architectural drawings Nos. based on which the work is to be executed are available with the Engineer-in-Charge and can be inspected by the prospective tenderers up to the date of submission of tenders at his office during working hours.

Use and testing of all the manufactured materials used in the work shall be regulated as per specifications 2009.

13. Before receiving final payment for the work, contractor shall give an undertaking to the effect that at his own cost he will rectify the defects in walls, roof like leakage, cracks etc. Which may come to light during the first monsoon after the completion of work and for this purpose part of the security deposit which may be deemed reasonable by the Engineer-in-Charge shall be retained till the first monsoon is over as security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of part of the security deposit shall not invalidate the contract.

The timber to be used on the work shall be of first class wood of species mentioned in the particular item. The timber shall be kiln seasoned as per B.I.S. 1141 – 1973 and shall be treated with non-leach able type preservative by vacuum pressure method as per B.I.S. 401 – 1982.

FACTORY MADE PANELLED SHUTTERS FOR DOORS

14. The shutters shall be fabricated generally as per I.S. 1003 (Part I) – 1997 and as per Architect's drawings. The timber to be used shall be of first class wood of species mentioned in the particular item which shall be kiln seasoned and preservative treated. The panels shall be as specified in the item number. Samples of shutters shall be got tested as per I. S. 1003 (Part I) – 1997. The rate quoted for the item shall include the element of cost of shutter to be sent for testing and no claim on this account shall be entertained at a later date.

15. Pressed clay tiles to be used on the work shall conform to I. S. 2690 (Part I) – 1975. However, the water absorption of the tiles when tested by the method described in the Appendix 'A' of the said I. S. 2690 (Part I) 1975 shall not exceed 18% (Eighteen percent.).

16. Shahabad stone slabs, marble slabs etc. on treads and risers of steps and shelves shall be in single pieces.

P.V.C. PIPES INTERNAL WORK AND EXTERNAL WORK

17. The specification in respect of laying and jointing rigid P.V.C. threaded pipes both internal and external shall be as per C.P.W.D. specifications. The rigid P.V.C. threaded pipes shall confirm to relevant ASTM standard and shall be ORIPLAST or equivalent.

18. Wherever RCC walls, fins and facials are monolithic the portion of RCC are to be measured as per the sketch attached in Page No.

18. The top surface of the RCC roof slab shall be screeded to be uniform when the concrete is green, so as to have a proper bond with the roof treatment. Nothing extra shall be paid on this account.

19. For aluminium doors, fixed glazing, fixed windows, sliding windows, louvered type ventilators and partitions etc. all aluminium sections shall be to the required size, thickness and weight as shown in the relevant Architect's Drawings.

20. The weight of stays given in C.P.W.D. specifications 2009 shall be for cast brass stays only.

The weight of the mild steel and anodized aluminium stays shall be as follows: -

Casement stays (Straight peg type)	Mild steel with tolerance of plus or minus %	Anodized aluminium with tolerances of plus or minus %
(a) 300 mm long	0.13 Kg/each	0.06 Kg/each
(b) 250 mm long	0.10 Kg/each	0.05 Kg/each
(c) 200 mm long	The casement window fasteners	0.04 Kg/each 0.155 kg/each

Form of Performance Security (Guarantee)
Bank Guarantee Bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees.....

..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We,(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees Only) on demand by the Government.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

(Rupees only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We,(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up tounless extended on demand by the Government.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

Chapter : Arbitration

[as a separate chapter in the contract agreement itself]

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

- (I) THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties;
- (II) AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Conciliation Act, 1996 and the amendments thereof as in operation on date of execution of the Contract;
- (III) AND THAT, the parties agree that the place of Arbitration shall be at Puducherry in the Union Territory of Puducherry;
- (IV) AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry (HRI) and the Secretary to the Government of Puducherry (LAW) shall be the authorities to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

Provided that before approaching the authorities for appointment of Sole Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary (HRI)

- (V) AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;
- (VI) AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

(VII) AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefore, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

(VIII) AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

- (IX) The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.
- (X) The fees payable to the Sole Arbitrator as agreed upon by the Parties to the Contract shall be as prescribed in the Annexure appended to this Contract, which forms part and parcel of this Contract.

ANNEXURE

Sum in Dispute	Fee fixed for Arbitrator
Upto Rs.5,00,000/-	Rs.45,000/-
Above Rs.5,00,000 and upto Rs.20,00,000/-	Rs.45,000/- plus 3.5 percent of the claim amount over and above Rs.5,00,000/-
Above Rs.20,00,000 and upto Rs.1,00,00,000/-	Rs.97,500/- plus 3 percent of the claim amount over and above Rs.20,00,000/-
Above Rs.1,00,00,000 and upto Rs.10,00,00,000/-	Rs.3,37,500/- plus 1 percent of the claim amount over and above Rs.1,00,00,000/-
Above Rs.10,00,00,000 and upto Rs.20,00,00,000/-	Rs.12,37,500/- plus 0.75 percent of the claim amount over and above Rs.10,00,00,000/-
Above Rs.20,00,00,000/-	Rs.19,87,500/- plus 0.5 percent of the claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.30,00,000/-

DECLARATION TO BE SUBMITTED BY THE CONTRACTOR

I have carefully read all the pages / conditions of this Tender Document and inspected the site before quoting the rates for this tender and accordingly quoted the rates to suit the site condition.

CONTRACTOR