of the Head Post Master in the case of the last mentioned security as the case may be;

**AND WHEREAS the contractor has deposited with the authority the sum of rupees* _____ in cash as additional security for the due fulfilment of the contract to the satisfaction of the said authority ;

**AND WHEREAS the contractor has delivered to and deposited with and endorsed over to the said authority, Government securities to the extent of rupees* _____ of which the numbers, amounts and other particulars are set forth in the margin hereto as additional security for the due fulfilment of the contract to the satisfaction of the said authority ;

**AND WHEREAS the contractor has endorsed over and delivered to the executive authority municipal debentures to the value of rupees* _____ the numbers and particulars of which are set forth in the margin hereto and such endorsement has been registered in the office _____ as additional security for the due fulfilment of the contract to the satisfaction of the said authority ;

**AND WHEREAS the contractor has deposited in the bank at _____ the sum of rupees* _____ in the name of the said authority and has obtained a receipt bearing No. _____ dated _____ made out in the name of the said authority and the same is now standing to the said authority and is withdrawable by him on demand as additional security for the due fulfilment of the contract to the satisfaction of the executive authority;

**AND WHEREAS the contractor is the holder of the Post Office cash certificates and Defence Savings Certificates of the

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* To be entered in words and figures.

** Rest of sentence to be struck off, if the execution authority can himself enter into the contract without reference to any higher authority.

*** Designation of the officer who is competent to approve of the contract under the rules framed under section 116 (2) (xxii) of the Hindu Religious and Charitable Endowments Act, 1959.

value of rupees* _____ which have been registered in the Post Office at _____ particulars of which are set forth in the margin hereto and whereas the contractor has deposited with and transferred to the said authority the said certificates, the previous sanction of the Head Postmaster of _____ Post office in which the certificates have been registered having been obtained as additional security for the due fulfilment of the contract to the satisfaction of the executive authority;

NOTE.— Of the five recital clauses relating to the additional security the one suitable to the kind of security actually deposited should be retained and the rest scored out with due attestation at the time of the execution of the agreement.

AND WHEREAS the contractor has also signed the copy of Madras Detailed Standard Specifications and addenda volume thereto maintained in the office of the institution in acknowledgement of being bound by all the conditions of the clauses of the Standard Preliminary Specification and all the Standard Specifications for items of works described by a Standard Specification number in Schedule A;

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in the Preliminary Specification of the Madras Detailed Standard Specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said conditions") the works shown upon the drawing and described in the said specification and set forth in Schedule A as "probable quantities" and comply with the rate of progress noted at the end of the articles of agreement for a sum of rupees* _____ or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "payment of lumpsum basis or by final measurement at unit prices".

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* To be entered in words and figures.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED TO AS FOLLOWS :—

(1) In consideration of the payment of the said sum of rupees* _____ or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "Payment of lump sum basis or by final measurement at unit prices" the contractor will, upon and subject to the said conditions, execute and complete the works shown upon the said drawings and described in the said specifications and to the extent of the probable quantities shown in Schedule A with such variations by way of alterations of, additions to, or deductions from the said works and method of payment therefor as are provided for in the said conditions.

(2) The term executive authority in the said conditions shall mean the Trustee or the Board of Trustees of the institution who shall be competent to exercise all the powers and privileges reserved herein, in favour of the Institution **with the previous sanction of the **

(3) The arbitrator for fulfilling the duties set forth in the arbitration clause of the Standard Preliminary Specification shall be the Deputy Commissioner or the Assistant Commissioner for the time being of the Hindu Religious and Charitable Endowment having jurisdiction over the institution to which the works relate.

(4) Time shall be considered as of the essence of the agreement and the contractor hereby agrees to commence the work as soon as the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within _____ months from the date of handing over of the site

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* To be entered in words and figures.

** Rest of sentence to be struck off, if the execution authority can himself enter into the contract without reference to any higher authority.

(or premises) and to show progress as defined in the tabular statement "Rate of progress" below, subject nevertheless to the provisions for extension of time contained in clause 59 of Standard Preliminary Specification.

(5) The said conditions shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts, respectively.

(6) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the executive authority, the security deposited by the contractor as herein before recited on such portion thereof as he may be entitled to under the said conditions shall be returned to the Contractor.

In witness whereof the contractor (name) _____and _____ (name) the said authority of the institution for and on its behalf have hereinto set their hands.

In the presence of -1

In the presence of - 2

Rate of progress.

The following rate of progress and proportionate value of work done from time to time as will be indicated by the executive authority's certificate of the value of work done will be required.

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

Period after date of commencement.	Percentage of work completed (based on contract lump-sum amount)
(1)	(2)

NOTE .— The periods to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the executive authority to suit each case.

SCHEDULE A.

Schedule of rates and approximate quantities.

(*a*) The quantities here given are those upon which the lump sum, tender cost of the work is borne, but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract, and do not necessarily show the actual quantities of the work to be done. The unit rates noted below are those governing payment or extras or deductions for omissions according to the conditions of the contract, as set forth in the Preliminary Specifications of the Madras Detailed Standard Specifications and other conditions or specifications of this contract.

(*b*) It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the executive authority of the Institution and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted for works "in situ" are complete in every respect.

Probable quantity Figures	Description of work	M.D.S.S. number*	Rate		Unit Amount	
			Words	Figures Rs. P.	Words	Figures Rs. P.

Date : *(Signature of Contractor).*

*NOTE.— The second sub-disivion of this column, i.e., column (3) is for entering description in words such as numbers, cubic feet, lb., etc.

(or premises) and to show progress as defined in the tabular statement "Rate of progress" below, subject nevertheless to the provisions for extension of time contained in clause 59 of Standard Preliminary Specification.

(5) The said conditions shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts, respectively.

(6) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the executive authority, the security deposited by the contractor as herein before recited on such portion thereof as he may be entitled to under the said conditions shall be returned to the Contractor.

In witness whereof the contractor (name) _____ and _____ (name) the said authority of the institution for and on its behalf have hereinto set their hands.

In the presence of -1

In the presence of - 2

Rate of progress.

The following rate of progress and proportionate value of work done from time to time as will be indicated by the executive authority's certificate of the value of work done will be required.

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

Period after date of commencement.	Percentage of work completed (based on contract lump-sum amount)
(1)	(2)

NOTE .— The periods to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the executive authority to suit each case.

SCHEDULE A.

Schedule of rates and approximate quantities.

(*a*) The quantities here given are those upon which the lump sum, tender cost of the work is borne, but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract, and do not necessarily show the actual quantities of the work to be done. The unit rates noted below are those governing payment or extras or deductions for omissions according to the conditions of the contract, as set forth in the Preliminary Specifications of the Madras Detailed Standard Specifications and other conditions or specifications of this contract.

(*b*) It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the executive authority of the Institution and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted for works "in situ" are complete in every respect.

Probable quantity Figures	Description of work	M.D.S.S. number*	Rate		Unit Amount	
			Words	Figures Rs. P.	Words	Figures Rs. P.

Date : *(Signature of Contractor).*

*NOTE.— The second sub-disivion of this column, i.e., column (3) is for entering description in words such as numbers, cubic feet, lb., etc.

SCHEDULE B.

List of drawings *Supplemental list*

NOTE.— All drawings to be signed by the contractor as well as the officer entering into the contract.

As referred to in the specification (including the preliminary specification of the Madras Detailed Standard Specifications).

Sl. No.	Drawing number	Descri-ption	Sl. No.	Drawing number	Descri-ption	Date on which the drawing was supplied

Date : *Signature of contractor.*

SCHEDULE C.

List of specifications for the various items of work supplementing those described in Schedule A by Standard Specification numbers.

Materials

*(i) Size alternative to standard specification size or size prescribed. Mortars and concrete.

(ii) Mixes prescribed if deviation from standard spcification.

(iii) Masonry joint thickness and deviations.

Materials	*	Source from which item is to be obtained.	Approxi-mate lead.	Remarks
(1)	(2)	(3)	(4)	(5)
Lime Surki Portland cement Sand for mortar works[1]				

1 Insert the remarks column where excess earth required for filling is to be obtained from and where excess if any, is to be carted or conveyed.

Materials - *Contd.*

(1)	(2)	(3)	(4)	(5)
Sand for filling in				
Earth for refilling and disposal of surplus[1]				
Broken stone for concrete, reinforced concrete, etc.				
Broken stone for road work				
Broken brick				
Gravel				
Quarry rubbish				
Rough stone, jelly stone. etc.				
Flooring stone				
Custone				
Cuddapah slabs				
M. S. sheets				
Corrugated roofing				
Deviations in gauge				
Bricks (wall)				
(Terrace)				
(flooring)				
and (tiles)				
Flat tiles				
Mangalore tiles				
Pressed ornamental tiles, etc.[2]				
Teakwood				
Other classes of wood				
Furnishing for doors, windows, etc.,[2]				
Standardized items of furniture[3]				
Paints				

1 Insert the remarks column where excess earth required for filling is to be obtained from and where excess, if any, is to be carted or conveyed.

2 Enter if deviation from Standard Specification procedure and if iron or brass.

3 These will usually be purchased from jails, *vide* current price list for same.

Materials - *Contd.*

(1)	(2)	(3)	(4)	(5)
Tar				
Wood Oil				
Varnish				
Distemper (brand and number of coats)				
Steel R. S. Beams, etc.				
Iron work for jail cells				
Ventilators, doors, lock boxes cage latrine, etc.[4]				
Cast iron				
Lime mortar				
Surki mortor				
Pointing[5]				
Terrace work				
Deviations if any and proportions, if surki mortar required for and stage				
Plastering[6]				
Concrete broken stone in lime mortar				
Concrete broken stone in cement mortar				
Reinforced cement concrete				
Brickwork or masonry joints, thickness				
Floor surfacing.				

4 Enter these are to be supplied from the Salem jail and if so where contractor shall take delivery of same.

5 Pointing - State if to be done as per "Remarks on Pointing" in M. D. S. S. and included in masonry route.

6 Deviations in plaster thickness, if any - State with time mortar or surki cement mortar and proportions.

Tender notice

1. Tenders will be received by the Trustee/ Chairman of the Board of Trustees _____(name and address of the institution) at the office of the institution_____ upto _____ P.M. on for the work of _____. The tender should be in the prescribed form obtainable from the office of the institution.

2. Tenders must be submitted in sealed covers and should be addressed to the Trustee/Chairman of the Board of Trustees of the institution the name of the tenderer and the name of the work being noted on the cover. Tenderers or their authorised agents are expected to be present at the time of opening tenders. The Trustee /Chairman of the Board of Trustees (hereinafter called the said authority) will, on opening each tender, prepare a statement of attested and unattested corrections therein and hand it over to the tenderer concerned an initial all such corrections in the presence of the tenderer. If any of the tenderers or their agents finds it inconvenient to be present at the time then in such case, the said authority will, on opening the tender of the absentee tenderer make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall, then, accept the statement of corrections without any question whatsoever.

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 of partnership, it shall be signed with the firm name by a partner of the firm, who shall also sign his own name. The tenderer shall mention the name and address of each member of the firm. If the tender is made by a Corporation, it shall be signed with its seal by a duly authorised officer who shall produce with his tender satisfactory evidence of his authorisation. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

3. (*a*) Each tenderer must also send a certificate of income- tax verification from the appropriate income-tax authority in the

form prescribed therefor. This certificate will be valid for one year from the date of issue for all tenders submitted during that period.

(*b*) In the case of proprietory or partnership firm, it will be necessary to produce the certificate aforementioned for the Proprietor or Proprietors and for each of the partners, as the case may be.

(*c*) If a certificate issued within one year before the date had been produced in respect of a previous tender, it will be sufficient if particulars, regarding the previous occasion on which the said certificate was produced by the tenderer are given.

(*d*) Tenders received without a certificate as aforementioned will be summarily rejected.

4. Each tenderer must pay, as earnest money, a sum of Rs. _____ into the Treasury of the Institution and enclose with his tender the challan endorsed accordingly. The contactors in distant places will be permitted to send their earnest money deposit in the form of a bank draft in favour of the said authority of the institution. This earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of two months from the date of tender, whichever is earlier. This refund will be authorised by the said authority of the institution by suitable endorsement on the challan. The earnest money will not be received in cash or currency note by the said authority of the institution save in exceptional cases where there are no receiving treasuries to the institution. When currency notes are given, the tenderer should give his name in full with date on the back of all the currency notes given by him, whatever their denominations may be.

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

5. When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the office of the said authority

of the institution before the end of the period specified in the written intimation sent to him. If the tenderer fails to attend the office of the said authority of the institution before the end of the period specified his tender will not be considered by the said authority. The tenderer shall, on intimation being given to him by the said authority, of acceptance of his tender by the said authority, make a security deposit of an amount as may be fixed by the said authority at the time of acceptance of tender in one of the following forms:—

(*a*) cash, or

(*b*) promissory notes of the State Government or any other State Government or the Union Government or Municipal Debentures or Port Trust bonds ; or

(*c*) stock certificates of the State Government or any other State Government or Union Government ; or

(*d*) post office savings bank deposits ; or

(*e*) post office Cash Certificates and National Savings Certificates ; or

(*f*) deposit receipt of the Tamil Nadu State Co-operative Bank, a Central Co-operative Bank approved by the Registrar of Co-operative Societies, Chennai, for deposit of the funds of Local Boards and Municipalities or a Scheduled Bank as defined in the Reserve Bank of India Act, 1934 ; or

(*g*) unencumbered immovable property.

The tenderer shall, then, sign an agreement in the proper departmental form for the due fulfilment of the contract. This security deposit together with the earnest money and the amount withheld according to clause 68 of the Standard Preliminary Specification of the Madras Detailed Standard Specifications shall be retained as security for the due fulfilment of this contract. If a cash security deposit is made by the contractor, he shall follow the procedure laid down in the preceding paragraph for payment of earnest money and such deposit will not bear interest. Failure

to enter into the required agreement or to make the security deposit as defined in the paragraph shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the said authority of the institution shall be the foundation of the rights of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor and then by the said authority on behalf of the institution.

6. The tenderer shall examine closely the Madras Detailed Standard Specification and also the Standard Preliminary Specifications contained therein and sign the office copy of the Madras Detailed Standard Specifications in the institution and its addenda volume in token of such study before submitting his tender unit rates which shall be for finished work in situ. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The Madras Detailed Standard Specifications and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc., can be seen at any time between 11 A.M. and 5 P.M. on office days in the office of the executive authority of the institutions.

7. The tenderer's attention is directed to the requirements for materials under the clause "Materials and workmanship" in the "Preliminary Specifications". Materials conforming to the British Standard Specifications shall be used on the work and the tenderer shall quote his rate accordingly.

8. Every tenderer is expected, before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc., wherefrom certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case, the materials must comply with the relevant standard specification.

Samples of materials must comply with the relevant standard specification samples of materials as called for in the standard specifications or in this tender notice or as acquired by the said authority of the institution before the supply to be submitted for the approval of the said authority of the institution before the supply to site of work is begun. If the contractor, after examination of the source of materials defined in the descriptive specifications sheets of opinion that materials complying with the standard or other specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the descriptive specification sheet, he shall so state clearly in his tender and state wherefrom he intends to obtain materials subject to the approval of the said authority of the institution. The institution will not, however, after acceptance of a contract rate pay any extra charge for lead or for any other reasons, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the "Standard Preliminary Specification" regarding payment of seigniorage, tolls, etc..

9. The tenderer's particular attention is drawn to the sections and clauses in the "Standard Preliminary Specification" dealing with—

(1) Test, inspection and rejection of defective materials and work,

(2) Carriage,

(3) Construction plant,

(4) Water and lighting,

(5) Cleaning up during progress and for delivery,

(6) Accidents,

(7) Delays,

(8) Particulars of payment.

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

10. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the institution does not accept any responsibility for the correctness of deductions, or additions at the discretion of the said authority of the institution or as setforth in the conditions of contract. The tenderer will, however, base his lump-sum tender on this schedule of quantities. He should quote specific rates for each item in the schedule and the rates should be in rupees and paise. The rates should be written both in words and figures and the units in words. The tenderer should also show the totals of each item and grand total of the whole contract and quote in the tender a lump-sum for which he will undertake to do the whole work subject to the conditions of contract, such lump-sum agreeing with the total amount of Schedule A. This schedule accompanying the lump-sum tender shall be written legibly and free from erasures, overwritings, or conversions of figures. Corrections, where unavoidable, should be made by crossing out, initialling, dating and rewriting.

11. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected. Rates or lump-sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form, the conditions of contract, the drawings, specifications, or quantities accompanying same will be recognised and, if any such alterations are made, the tender will be void.

12. The tenderer should work out his own rates.

13. The price at which and the source from which certain particular materials shall be obtained by the contractor are given at the end of the Schedule accompanying the tender form. Tenderers must accept the materials at these prices, and shall quote their price for finished work accordingly. Notwithstanding any subsequent change in the market value for these materials, the charge to the contractor will remain as originally entered in the written contract. No cartage or incidental charges will be borne by the institution in connection with this supply.