

Management and Preservation of Properties of Religious Institutions Rules

TAMILNADU

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Management and Preservation of Properties of Religious Institutions Rules

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Management and Preservation of Properties of Religious Institutions RulesPublished vide Notification No. G. O. P. No. 1837, Revenue, dated 10th July 1964 - S.R.O. No. A-1031 of 1964G. O. P. No. 1837, Revenue, dated 10th July 1964 - S.R.O. No. A-1031 of 1964. - In exercise of the powers conferred by clauses (xvii), (xviii), (xix) and (xxii) of sub-section (2) of section 116 of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959 (Tamil Nadu Act 22 of 1959), the Governor of Tamil Nadu hereby makes the following Rules:-

1. Short title.

- These Rules may be called the Management and Preservation of Properties of Religious Institutions Rules.

2. Definitions.

- In these Rules, -(i) "appropriate authority" means -(a) the [Government] [Substituted by G. O. Ms. No. 261, C. T. & R. E., dated the 13th July 1992.] in relation to religious institutions published under sections 46(i), 46(ii) and 46(iii) of the Act, if the estimated cost of the works exceeds [Rs. 1,00,00,000] [Substituted for 'Rs. 50,00,000' by G. O. Ms. 322, T. D. R. E. & I., dated the 5th September 2008.]; (b) the [Commissioner] [Substituted by G. O. Ms. No. 261, C. T. & R. E., dated the 13th July 1992.] in relation to religious institutions not published under section 46 and religious institutions included in the list published under section 46(i) and 46(iii) of the Act, if the estimate cost of the works exceeds Rs. 5.00.000; (c) [Omitted.] (d) [The Joint Commissioner subject to revision or cancellation by the Commissioner in relation to all religious institutions included in the list published under sections 46(i), 46(ii) and 46(iii) of the Act and in respect of all the institutions not published under section 46 of the Act, if the estimated cost of the works exceeds Rs. 25,000, but

does not exceed Rs. 5,00,000. In case of donors without adding any other fund and subject to the conditions that no alterations or additions to the existing structure shall be made, the estimate of which are up to Rs. 10,00,000.] [Substituted by G. O. Ms. No. 275, E. T. & R.E., dated the 16th July 1997.](e)The Executive Officer concerned, subject to revision or cancellation by the Commissioner in relation to religious institutions having an Executive Officer in the cadre of Joint Commissioner, if the estimated cost of the works does not exceed Rs. 5,00,000.(f)in relation to religious institutions having an Executive Officer in the cadre of Deputy Commissioner, if the estimated cost of the work does not exceed Rs. 2,00,000:The Assistant Commissioner having jurisdiction subject to revision or cancellation by the Commissioner.(g)in relation to religious institution not published under section 46 if the estimated cost of the work does not exceed Rs. 25,000:Provided that the Assistant Commissioner or the Executive Officer concerned can permit the works upto Rs. 2,00,000, if it is undertaken by the donor without aid of any other fund subject to the condition that no alteration, addition or demolition of any existing structure is done.The Executive Officer concerned subject to revision or cancellation by the Commissioner.(h)in the case of religious institutions having an Executive Officer in the cadre of Assistant Commissioner if the estimated cost of work does not exceed Rs. 25,000:Provided that the Executive Officer concerned can permit the works upto Rs. 2,00,000 if it is undertaken by donor without the aid of any, other fund, subject to the condition that no alteration, addition or demolition of any existing structure is done.(i)the Commissioner in relation to all other cases,(ii)"building" includes the premises of a religious institution and any building or structure or work to facilitate irrigation and increase irrigation facilities owned by, or in the possession of, a religious institution.(iii)"work" means work relating to the construction, repair, alterations, conservation or renovation of any building or other structure belonging to a religious institution including its premises or work to facilitate irrigation and increase irrigation facilities but not any gopuram, vimanam, stone mantapam or other stone structure with stucco works belonging to it.

3. Annual report on works to be carried out.

- The trustee of a religious institution shall submit to the appropriate authority annually, six months before the end of each fasli, a report on the works which it is desirable or necessary to carry out during the succeeding fasli, setting out the need for, and the details of, the works and giving a rough estimate of the expenditure involved and of the manner in which the expenditure on the works is proposed to be met.

4. Preparation of plans and estimates for works.

(1)Where the proposal of a trustee to execute any work is approved by the appropriate authority, detailed estimate shall be prepared and submitted along with the plan, if any, to the appropriate authority.(2)Detailed plans and estimates shall be prepared by persons having the qualifications and status specified in Annexure-I to these rules from out of a panel approved by the Government, from time to time:Provided that these qualifications and status shall not apply to any officer specifically appointed by the Government for the purpose or any technical person from among the staff of the Hindu Religious and Charitable Endowments (Administration) Department.(3)The measurements of works shall be recorded by a retired Supervisor or overseer of Public Works or Highways

Department or one possessing an equivalent qualification with a minimum service of three years. The check-measurement of works shall be done by an Assistant Executive Engineer or Divisional Engineer of the Public Works or Highways Department, irrespective of the cost of the works or by a private engineer selected by the competent authorities from the aforesaid panel. The Divisional Engineer, Highways Department or an Executive Engineer of the Public Works Department shall carry out super check of major works where such items warrant his inspection as in Highways or Public Works Department and could select such works which may be not more than twelve in a year: Provided that the Superintending Engineer of the Highways Department of a senior rank shall function as an advisor in the field of engineering in preparation and disposal of estimates and tenders: Provided further that in the case of check-measurement, private or retired persons selected from the panel approved by the Government shall be from a grade higher than those competent to prepare estimates and plans, for the different grades of works mentioned in Annexure I and where persons in active service are selected centage charges at a rate not exceeding one per cent of the estimated cost of works subject to a minimum of Rs. 5 in each case shall be levied and credited to the Government: Provided also that in the case of institutions, where a technically qualified person is employed with the sanction of the competent authority, the preparation of estimates and plans, measurement and check-measurement and supervision of the works may be got done by such technically qualified persons in respect of items of works costing less than Rs. 5,00,000 in each case: Provided also that for the purpose of check-measurement of works, the officers of Public Works and Highways Department in actual service may be preferred as far as possible. (4) In the case of private or retired persons noted in Annexure-I, the trustee or trustees of religious institutions may fix the rate of fee in each case, subject to a maximum of one per cent of the estimated cost of the work and to a minimum of Rs. 24 in each case for preparing, scrutinising and counter-signing the plans and estimates. (G. O. Ms. No. 1088, C.T.&R. E. Department, dated 23rd October 1980)

5. Estimate of works.

- The estimate of work shall consist of (a) a report, (b) a specification, (c) detailed statement of measurements and quantities, (d) data sheet of rates, wherever necessary, and (e) an abstract showing estimated cost of each item. In the case of all works of importance, the estimate should be accompanied also by a plan showing the design.

6. Report.

- The report shall state in clear terms the object to be gained by the execution of the work estimated for, and explain any peculiarities which require elucidation, including wherever necessary, the reasons for the adoption of the estimated project or design in preference to others.

7. Specification.

- The report shall be followed by the specification which must show fully and clearly, but as briefly as possible, the details of the work, how each portion is to be done, and what materials are to be used.

8. Statement of measurement.

- A statement of the detailed measurements shall accompany the specifications.

9. Abstract of estimates.

- The abstract of estimate for all works except miscellaneous petty works shall show the total cost (in whole rupees) of each kind of work and the detailed measurements as required in rule 8. In the case of miscellaneous petty works, however, the abstract need show only the estimated cost.

10. Works not purely secular.

- (1)Proposals in regard to works that are not purely secular shall be framed with due regard to the principles and practice for traditional architecture and to the need for preserving architectural, sculptural and archaeological features.(2)White washing and painting may be done only for non-granite structures which do not contain any inscriptions or other sculptural works.

11. Execution of building works by worshipper or other person.

- Whenever a worshipper or other person offers to donate the cost of or to execute any building works, the trustee shall obtain from him details of his proposals and if he proposes to undertake the works himself, a statement showing the manner in which the necessary finances for the execution of works will be made available and the time within which the construction will be completed and forward the details or statement, as the case may be, to the appropriate authority with his remarks whether the said offer maybe accepted and, if so, on what conditions.

12. Submission of plans and estimates to appropriate authority.

- (1)On the appropriate authority approving the proposal of the trustee to execute the works from the funds of the institution, the trustee shall prepare detailed estimates for the works proposed, make provision in the budget of the proposed expenditure and submit the estimate along with plans to the appropriate authority.(2)When the appropriate authority approves the trustee's proposal to allow a worshipper or other person to execute any building work and settles the conditions on which such permission may be granted, the trustee shall obtain from such worshipper or other person, detailed plans and estimates for the works proposed and submit them to the appropriate authority with his remarks.

13. Sanction of plans by appropriate authority.

- (1)The appropriate authority may sanction the plans and estimates submitted under rule 12 with such modifications and subject to such conditions, as it may deem fit and where the cost of the construction is to be met from the funds of the institution, sanction the necessary expenditure.(2)The appropriate authority may decide whether the building work is to be made

departmental!/ or through contractors.

14. Supervision, control and inspection of building works.

- In all cases in which a building work is undertaken either departmentally or otherwise, such work shall be subject to supervision, control and inspection at a cost not exceeding 5 per cent of the estimated cost of the works as may be fixed by the appropriate authority as and when the appropriate authority deems fit and the said authority may, at any stage of the execution, order such check measurement and control as may be deemed essential before the work is further proceeded with or further expenditure incurred.

15. Execution of minor building works in anticipation of sanction.

- A trustee or the Board of Trustees, as the case may be, shall not undertake or commence any building work without the sanction of the appropriate authority, provided that minor repairs, which cannot be postponed, owing to urgency, may be executed in anticipation of sanction applied for.

16. Deviations from plan and estimate not to be made without sanction.

(1)A trustee or the Board of Trustees, as the case may be, shall not, except with the written sanction of the appropriate authority, exceed the expenditure sanctioned or deviate from the plan and estimate approved by the said authority.(2)A trustee or the Board of Trustees, as the case maybe, shall not permit any worshipper or other person to commence the execution of any work or deviate from the plan approved by the appropriate authority without the permission of that authority.

17. Obtaining supplies.

(1)In the case of supplies, the trustee or the Board of Trustees, as the case may be, decide-(a)whether purchases, may be made without or in advance of the preparation of the estimate;(b)whether estimate shall be prepared for the purchase of articles required for the whole of the fasli year or for shorter periods;(c)whether either generally or for any class or specifically for any particular case, supplies shall be obtained by contract or otherwise.(2)Where the amount of estimates prepared by the trustee or the Board of Trustees, as the case may be, for the purchase of supplies exceeds Rs. 250, the estimates shall be sent to the appropriate authority for sanction.

18. Tenders to be called for.

- [(1) Tenders should, invariably, be called for when the amount involved in a particular contract is Rs. 10,000 or more. This rule does not admit of a major work being split into parts, of each costing less than Rs. 10,000 and each part being given out on contract without calling for tenders.(2)In all cases where works are to be executed or supplies are to be made by contract, tenders shall be invited -(a)by publication of advertisement in one or more daily newspapers having circulation in the area in which the institution is situate; or(b)by publication of notice in the form shown in Annexure-II in

the language of the locality, by affixture -(i)on the notice board of the Panchayat Office or if there be no panchayat, of the village chavadi; and(ii)on the notice board of the office of the Assistant Commissioner having jurisdiction over the area in which the institution is situate. Such advertisement shall contain information as to when and where and to whom the tenders are to be submitted and when and where and by whom they are to be opened.] [Substituted by G O. Ms. No. 588, C.T. & R. E., dated the 7th December 1999.](3)[In the case of works costing Rs. 50,000 (fifty thousand) or more, notices inviting tenders shall, invariably, be published in one or two important newspapers;(4)The tenderers shall have free access to contract documents.] [Substituted by G. O. Ms. No. 275, C. T. & R. E., dated the 16th July 1997.]

19. Advertisement or notice calling for tenders.

- Every advertisement or notice published under rule 18 shall also state-(1)when and where the contract documents may be inspected and the blank forms of tender can be obtained and also the amount to be paid for copies of plans or other tender documents.(2)the amount of earnest money to accompany the tender and the amount and nature of the security deposit required in the case of the accepted tender. In the case of lump sum contracts, the amount of earnest money and that of the additional security, and in the case of piece work contracts, the amount of earnest money should each be 2-1/2 per cent of the sanctioned estimated figure when the contract is for all the items of work included in the estimate or 2-1 /2 per cent of the estimated amount of contract, when the contract is only for part of the work included in the estimate.(3)the authority competent to accept the tender;(4)that the authority competent to accept the tender reserves his right to reject any or all of the tenders received without assigning any reason;(5)that no tender will be accepted unless it is submitted in duplicate in a sealed cover and is in the form specified in Annexure-II;(6)that no tender shall be accepted from any person directly or indirectly connected with Government service or the service of a religious institution.

20. Procedure for acceptance of tenders.

- The trustee or where there is a Board of Trustees, the Chairman thereof or any trustee empowered by the Chairman in this behalf shall, at the time and place specified for the purpose, open the sealed covers containing the tenders in the presence of such of the tenderers or their agents as may be present and until the sealed covers are so opened, they shall be kept in the personal custody of the trustee or the Chairman, as the case may be.

21. Over-writing, etc., in rates tendered.

- Over-writing, erasures or alteration in the rates tendered shall not be admitted unless they are attested by the tenderer with date. The trustee or the Chairman, as the case may be, shall immediately on opening the covers, attest with date all such over-writings, erasures or alterations. If there are corrections in the tender unattested by the tenderer, a note of such corrections shall be made on the tender itself, when it is opened.

22. Preparation of comparative statement of the rates tendered.

- The trustee or the Chairman, as the case may be, shall prepare or cause to be prepared, a comparative statement of the rates tendered by the different tenderers and when opening the tenders, shall keep a personal note of the total number of tenders opened by him and verify therewith the number in comparative statement of the tenders. After the preparation of the comparative statement and before the selection of a tenderer, the trustee or the Chairman, as the case may be, shall examine all the tenders and satisfy himself that no corrections, which were not in the tenders at the time he received them, had been made in any of them.

23. Acceptance of tenders.

(1) All tenders for works or supplies shall be accepted only after taking into consideration the financial status of the tenderers, their capability, the security offered by them and the record of their execution of any works previously. Ordinarily the lowest tender shall be accepted. If in any case, it is decided to accept any tender other than the lowest tender, the trustee or the Board of Trustees, as the case may be, shall prepare a confidential record containing the reasons therefor on the comparative statement referred to in rule 22 and send all the tenders and the comparative statement prepared under rule 22 to the appropriate authority, who shall have power to pass final orders. The acceptance or rejection of tenders is left entirely to the discretion of the trustee or the Board of Trustees, as the case may be, and no tenderer can demand the cause of rejection of his tender to be divulged to him. Such an explanation may, however, be called for by a superior authority, if considered necessary. Tenders received by religious institutions in respect of works the monetary limit of which is specified in column (1) below shall be sanctioned by the authorities of the Department specified in the corresponding entries in columns (2) and (3) thereof, respectively.

Monetary limit in Rupees	Technical authority competent to scrutinize tenders	Administrative authority to approve tenders
1	2	3
Up to Rs. 25,000	Assistant Engineer of the Highways and Rural Works Department or Public Works Department or Hindu Religious and Charitable Endowments Administration Department.	In the case of religious institutions not published under section 46 of the Act, the Assistant Commissioner having jurisdiction and the Assistant Commissioner / Executive Officer concerned in the case of religious institutions having an Executive Officer in the cadre of Assistant Commissioner subject to revision or cancellation by the Commissioner.
Rs. 25,001 to 2,00,000	Assistant Divisional Engineer of the Highways and Rural Works Department or Assistant Executive Engineer of Public Works Department	In the case of religious institutions having an Executive Officer in the cadre of Deputy Commissioner, Executive Officer concerned subject to revision or cancellation by

	[or Assistant Divisional Engineer or Assistant Executive Engineer of Hindu Religious and Charitable Endowments Administration Department	the Commissioner.
Rs. 2,00,001 to 5,00,000	Assistant Divisional Engineer of the Highways and Rural Works Department or Assistant Executive Engineer of Public Works Department, Assistant Divisional Engineer or Assistant Executive Engineer of the Hindu Religious and Charitable Endowments Administration Deptt.	In the case of religious institutions included in the list published under section 46(i) and (ii) and all the institutions not published under section 46 of the Act, the Joint Commissioner having jurisdiction and the Joint Commissioner / Executive Officer in respect of religious institutions having an Executive Officer in the cadre of Joint Commissioner subject to revision or cancellation by the Commissioner.
Rs. 5,00,001 to 1,00,00,000	By the Superintending Engineer of the Highways and Rural Works Department or Public Works Department or Hindu Religious and Charitable Endowments Administration Department.	The Commissioner subject to the modification or cancellation by the Government.
Rs. 1,00,00,000 and above	-do-	The Government.

Explanation. - If the tenders are scrutinised by a retired technical person, it shall be, by a person of that next high grade. (2) The Commissioner shall have power to delegate all or any of the powers under this rule to any subordinate authority including those serving in religious institutions on deputation and such delegation to technical person shall always be subject to the monetary limits prescribed above; and (3) Notwithstanding the provisions of sub-rule (1), the decision of trustee or the Board of Trustees, as the case may be, in respect of tenders for works or supplies, the amount for value of which exceeds Rs. 5,000 shall be subject to the confirmation of the appropriate authority.

24. Form of security in contracts.

- The form of security to be taken in the case of piece-work contracts shall be as laid down in the conditions specified in the tender for piece-works in Annexure II. The form of security to be taken in the case of contracts based on the lump sum tender system as defined in the Tamil Nadu Detailed Standard Specification shall be as laid down in the form of the tender notice and articles of agreement.

25. Contracts on behalf of religious institution.

- Every contract made on behalf of a religious institution shall be in writing in the common form prescribed in the Tamil Nadu Financial Code for Departments other than the Public Works Department.

26. Execution of contract.

- Every contract shall be executed by the contractor and by the trustee.

27. Matters to be specified in contracts.

(1) Every contract shall specify-(a) the quality and quantity of the work to be done or of the materials and articles to be supplied; (b) the specifications to be complied with; (c) the time within which the work is to be completed or the materials and articles are to be supplied; (d) the conditions to be observed; (e) the security to be deposited; (f) the terms upon which payments shall be made; (g) the penalties to be imposed; and (h) the provisions necessary for safeguarding the properties entrusted to the contractor. (2) Wherever necessary, a complete set of drawing shall be appended to the contract, showing the general dimensions of the proposed work and the details of the various parts thereof.

28. Variation of terms of contracts.

- The terms of any contract shall not be added to or varied without the previous consent of the person competent to enter into the contract and of the appropriate authority in cases where the decision of the trustee or the Board of Trustees, as the case may be, in respect of tenders is subject to confirmation of such authority. Every addition to, or variation of, the written contract shall be authenticated by the signature of the parties thereto.

29. Contracts to be in conformity with rules.

- Any contract or any addition thereto or variation thereof made or executed otherwise than in conformity with the provisions of these Rules shall not be binding on the religious institution concerned.

30. Construction and repair of gopurams, etc., to be entrusted to stapathis.

- The construction of any gopuram, vimanam, stone, mantapam or other stone structure with stucco works or repairs to such construction of which engineers have no specialised knowledge shall, with the specific sanction of the appropriate authority, be entrusted to any able stapathi selected from the panel of stapathis approved by the Government, from time to time. The plans and estimates prepared by the stapathis shall be countersigned by a competent engineer as specified in Annexure-I, provided that in particular cases where the competent authority is satisfied that such countersignature is not necessary and makes a record in writing to that effect, the competent

authority shall dispense with such countersignature and direct check-measurement of such works by another stapathi or technical officer from the panel approved by the Government. The remuneration to be paid to the stapathi shall be on the scale prescribed for private or retired persons in rule 4.

31. Repairs, alterations, etc., to antiquities.

(1) A trustee or the Board of Trustees, as the case maybe, shall not repair, alter, replace, sell, gift away, or destroy any antiquities or other objects of interest such as sculptures, carvings, inscriptions or paintings without the written permission of the Commissioner and such permission shall be granted only on obtaining competent advice thereon. (2) While granting permission under sub-rule (1), the Commissioner shall issue such instructions to the trustee or the Board of Trustees, as may be necessary, for preservation of works of art, sculpture, paintings, antiquities and other articles of interest and the trustees shall be bound to carry out such instructions.

32. Travelling allowance to officers, private engineers and stapathis.

- The officers and private engineers referred to in the rules shall be paid from out of the funds of the religious institutions concerned, such travelling allowance not exceeding the travelling allowance admissible to the Government servants in the corresponding grades and such inspection fees as prescribed under the rules. For the purpose of these rules, the stapathis engaged for the works shall be treated as officers under Grade VIII of the Tamil Nadu Travelling Allowance Rules (Pay exceeding Rs. 150, but not exceeding Rs. 240), II class train and daily allowance of Rs. 2.44 n.p. and they shall be paid accordingly.

33. Trustees to afford facilities to officers, etc., for inspection of building works.

- The trustees shall be bound to give the officer or stapathis referred to in rule 32 all facilities for inspection, supervision, verification and check-measurement in the discharge of his functions.

34. Payment of travelling allowances.

- The travelling and daily allowances and other fees payable to the officers referred to in rule 32 for journeys in connection with a religious institution shall, on sanction by the Commissioner, be paid by the trustee or the Board of Trustees of the institution concerned; and when more than one institution is included in one inspection, tour, the travelling allowances shall be borne by all such institutions in such proportion as the Commissioner may deem fit, according to the estimated cost of works inspected by the officers and shall be paid by the trustee or the Board of Trustees, as the case may be.

35. Inspection to report the necessity for a building work.

- The appropriate authority may either on its own motion or on receipt of requisition from the trustee or the Board of Trustees, depute any officer noted in Annexure-1, or any officer in active service in the Public Works or Highways Department to inspect at the cost of the institution and report whether any building work is necessary and on receipt of such report, he may direct the trustee or the Board of Trustees to incur the necessary expenditure and carry out such work and the trustee shall be bound to do so. Centage charges at the rate of 2V* per cent on the cost of work proposed to be taken up shall be paid from out of the funds of religious institution for inspection by Engineers in service.

36. Maintenance of registers, accounts, etc., in respect of building works.

- The trustee or the Board of Trustees shall maintain books, registers accounts, vouchers and records in respect of building works and shall make such reports, as the Commissioner may, by general or special order, direct.

37. Care of structure.

- It shall be the duty of the trustee or the Board of Trustees to ensure that the utmost care is taken of the architectural, sculptural and archaeological features of every structure in the temple or on its lands in his or its charge.

37A. [Insuring of valuable building. [Inserted by G. O. Ms. No. 3451, Revenue, dated the 30th December 1965.]

- The trustee or the Board of Trustees may insure, if considered necessary, valuable buildings of religious institutions located in important and busy localities with the permission of the Commissioner.]

38. Archaeological department to be consulted regarding building work.

- Whenever the Commissioner finds it desirable or necessary, he may consult the Archaeological Survey of India regarding any building work.

39. Issue of directions by Government regarding building works of a secular character.

(1)(a)In respect of the building works which are purely secular in character, type and design and which are carried out at the cost of the institution, the Government may direct-(i)any of the officers referred to in Annexure-I or any of the officers in active service of the State not below the rank of an Assistant Engineer of the Public Works Department or Highways Department; or(ii)any architect in Government service to inspect or supervise the design or execution of the construction, repair,

renovation or alteration of the properties of any religious institution or of any buildings and on consideration of any report that it may call for, direct the execution of such construction, repair, renovation or alteration or deviation from any plans.(b)In respect of building works which are purely non-secular in character, type and design, the Government may direct the Engineer of the Public Works Department or Highways Department or any Engineer included in the panel of Engineers approved by the Government to inspect or supervise with the assistance of a stapathi, selected also from the panel of stapathis approved by Government, in cases where the assistance of such stapathi is found to be necessary, the design or the execution of construction, 'repair, renovation or alteration of the properties of any religious institution or any building and on consideration of any report, that it may call for, direct the execution of such construction, repair, renovation or alteration or deviation from any plans.(2)(a)The officers referred in sub-rule (1) shall be eligible to draw travelling allowance and daily allowance according to the Tamil Nadu Travelling Allowance Rules and inspection fees at the rate of 1 per cent of the cost of works. The travelling allowance, daily allowance and fees shall be paid by the trustee or the Board of Trustees of the institution and be credited to the Public Account of the Government:Provided that when check-measurement is done, it will include the cost of such inspection also.

40. Trustees to afford facilities to officers, etc., for inspection, etc., of building works of secular character.

- The trustee or the Board of Trustees shall be bound to give the officers referred to in sub-rule (i) of rule 39 facilities for inspection, supervision, verification and check-measurement and shall carry out their directions.

41. Exclusion from the operation of these Rules.

- The Commissioner may exclude any class of institutions or class of works or supplies from the operation of any or all of these Rules for good and sufficient cause.

42. Maintenance of register of the immovable properties.

- The trustee or the Board of Trustees of every religious institution shall maintain a register in the form prescribed by the Commissioner showing the other immovable properties including irrigation channels, wells and tanks owned by the religious institution and record in such register all improvements made to them every year.

43. Trustees to inspect all lands, irrigation works and drainage works of religious institution.

- The trustee or the Board of Trustees of a religious institution shall inspect before the end of December every year all the lands including irrigation works and drainage works belonging to the religious institution and take timely action for their proper utilisation and removal of damage, mischief or trespass and also submit for approval of the appropriate authority annually six months

before the end of each fasli, proposals suggesting improvements to lands including repairs to irrigation tanks and channels such as converting waste lands into cultivable lands, single crop into double crop, dry into wet, growing revenue yielding trees, manure crop, etc., sinking of wells, silt clearance, drainage, etc., which it is desirable or necessary to carry out during the succeeding fasli, setting out the need for, and the details of, the works and giving a rough estimate of the expenditure involved and the manner in which the expenditure on the work is proposed to be met and the appropriate authority may approve them with such modifications and directions as may be found necessary.

44. Procedure for preparation of plans and estimates for improvement of land.

- As regards submission of detailed estimates and plans for improvements to lands approved in Rule 43, their sanction and execution of works concerned, the provisions of Rules 12 to 16 shall mutatis mutandis apply.

45. Inspection of works relating to lands by appropriate authority.

(1)The appropriate authority shall inspect all works relating to lands proposed to be undertaken by a trustee or the Board of Trustees from out of the funds of a religious institution at an estimated cost of Rs. 500 and above and in other cases, where it is of opinion that there is need for securing technical advice and assistance as to the necessity or nature of such works or for the preparation or scrutiny of plans and estimates, it may, having due regard to the nature and importance and the estimated cost of works, direct the trustee or the Board of Trustees to obtain the advice of the District Agricultural Officer, or Agricultural Demonstrator, who has either retired or is in active service and is residing in the district in which the lands are situated or the services of such members as mentioned in Rule 32.(2)The Government may appoint as the appropriate authority for the above purpose -(a)any officer of the Agricultural Department not lower in rank than a District Agricultural Officer, or(b)any Engineer in the Public Works Department not below the rank of an Executive Engineer.

46. Allowances and fees admissible to officers referred to in rule 45.

- The officers referred to in rule 45 shall be. paid from out of the funds of the religious institutions such travelling allowance, daily allowance, inspection fees, fees for the preparation of plans and estimates, scrutiny of plans and estimates, for technical advice or for expert opinion as may be fixed by the Commissioner with regard to the work not exceeding the travelling allowance and daily allowance admissible to the Government servants in active service, in corresponding grades and fees that may be leviable under the Public Works Accounts Code and Agricultural Department Manual, if the work is done by the officers of the Public Works, Highways or Agricultural Department of the State, as the case may be:Provided that in cases where officers in active service of the Public Works, Highways or Agricultural Department of the State are employed for purposes as specified in rule 45, such charges in accordance with the Public Works Accounts Code and Agricultural Department

Manual as may be levied from out of the funds of the religious institutions shall be credited to the Public Accounts of the Government.

47. Rules 33 to 36 to apply to officers referred to in rule 45.

- In regard to the provision of facilities to the officers referred to in rule 45, payment of travelling allowance and other allowances payable to them, enforcement of their recommendations and maintenance of registers, etc., the provisions of rules 33 to 36 shall mutatis mutandis apply.

48. Government to issue directions in regard to inspection of irrigation source, tanks, etc., belonging to religious institution.

(1)The Government may direct that any irrigation source, tank, well or canal, belonging to a religious institution shall be inspected by an Engineer in Government service not below the rank of an Executive Engineer of the Public Works Department and after considering any report called for from such officer, direct the trustee or the Board of Trustees concerned through the Commissioner to carry out such steps, as they may deem fit, for the improvement of the irrigation source, tank, well or canal and the trustee or the Board of Trustees, shall be bound to carry them out.(2)The officer deputed under sub-rule (1) shall be eligible to draw travelling and daily allowance according to the Tamil Nadu Travelling Allowance Rules and also an inspection fee at the rate fixed for inspection by Government officers of the Public Works Department in different grades. The fees and allowances shall be paid by the trustee or the Board of Trustees of the institution concerned and credited to the Public Accounts of the Government.(3)The trustee or the Board of Trustees shall afford all facilities to the officer deputed by Government under sub-rule (1) in the matter of inspection of the irrigation source, etc.

49. Maintenance of temple cars, palanquins, etc.

- The trustee or the Board of Trustees shall maintain the paraphernalia such as car, vahanams, palanquins, chapparams, in good condition. Proposals regarding their making, repairs, alteration or replacement should be made to the appropriate authority wherever necessary for sanction at the time of submission of budget after obtaining the advice of an expert stapathi from out of the panel approved by the Government.

50. Register of idols.

- The trustee or the Board of Trustees of every religious institution shall maintain a register of the idols of the temple in such form as the Commissioner may prescribe.

51. Sale, gift or exchange of idols.

- No trustee or the Board of Trustees shall gift, sell or exchange any idol or image in a temple without the express previous permission of the Government.

52. Alterations to or melting of idols.

- No trustee or the Board of Trustees shall alter the character of or repair, remove, melt or replace any metallic or other idol or image in the temple, whether fixed or otherwise, without the express permission of the Government in writing.

53. Formation of Thiruppani Committees.

- In the case of temples requiring renovation or "Thiruppani" works and in need of donations from the public, Thiruppani Committee shall be formed for each such temple for the purpose.

54. Thiruppani Committee Members and Secretary.

- [(1) The Thiruppani Committee shall consist of the trustees of the temple as ex-officio members and such other members who maybe co-opted by the trustees. The formation of the Committee and the names of its members shall be reported -(a)in respect of religious institutions not published under section 46 of the Act, to the Assistant Commissioner having jurisdiction;(b)in respect of religious institutions published under section 46(i) and section 46(ii) of the Act, to the Joint Commissioner having jurisdiction;(c)in respect of the religious institutions published under section 46(iii) of the Act, where the income of the institution does not exceed Rs. 50,00,000 to the Commissioner;(d)in respect of religious institutions published under section 46(iii) of the Act, where the income of the institution exceeds Rs. 50,00,000 to the Government, for approval.](2)The members shall elect one among themselves as President of the Committee.(3)The Executive Officer of the temple, or in his absence, the trustee of the temple, if there is only one trustee or the Chairman, Board of Trustees, as the case may be, shall be the Secretary and Treasurer and Member of the Committee. In special cases, any other member of the Committee may be elected by the Committee as Treasurer subject to the approval of the appropriate authority. The Treasurer shall attend to the correspondence and maintenance of accounts relating to the collection of donations, etc., and expenditure incurred out of them.(4)[The Government in respect of religious institutions published under section 46(iii) of the Act, where the income of the institution exceeds Rs. 50,00,000 and the Commissioner in all other cases, may suspend or remove from office any members of the Thiruppani Committee including a member of the Tiruppani Committee for sufficient cause after giving him an opportunity of showing cause against such removal and after considering his explanation.] [Substituted by G. O. Ms. No. 275, C. T. & R. E., dated the 16th July 1997.]

55. Meetings of Thiruppani Committee.

- The meetings of the committee shall be convened by the Secretary as often as necessary and at least once a month and all matters pertaining to the Thiruppani work including the acco unts of collections and expenditure shall be placed at the meeting.

56. [Collections by Thiruppani Committee. [Substituted by G. O. Ms. No. 275, C. T. & R. E., dated the 16th July 1997.]

- Collections shall be made by the issue of printed duplicate receipts with separate serial numbers specially printed for the purpose. The Treasurer shall sign and issue the original receipts and retain the duplicate with him. In addition, the Thiruppani Committee with due sanction from the appropriate authority print Thiruppani donation tickets in the name of the temple denomination-wise and use them for collections after getting the seal duly affixed by the appropriate authority of the department. The Treasurer shall be responsible for the credit of all collections through issue of such tickets. Such tickets should not be handed over for collection to the persons not connected with the administration of the temple or Thiruppani Committee. The collections realised shall be deposited then and there in an approved bank in a separate account opened for the purpose in the name of the concerned temple as "Temple Thiruppani Fund". As and when moneys are required to be withdrawn, the President and the Treasurer of the Committee will jointly draw from it by issuing cheques. The cheque book and pass book shall be in the custody of the Treasurer.] [Substituted by G. O. Ms. No. 275, C. T. & R. E., dated the 16th July 1997.]

57. Submission of estimates by Thiruppani Committee.

- The Thiruppani Committee shall submit duly prepared plans and estimates for the works proposed to be undertaken and obtain the previous approval of the appropriate authority before commencing the works.

58. [Payment to contractors by Thiruppani Committee. [Substituted by G. O. Ms. No. 275, C. T. & R. E., dated the 16th July 1997.]

- The payments to contractors or workmen shall be made only after check-measurements and on bills countersigned by the President of the Thiruppani Committee. In cases of resignation or removal or dismissal of the President of the Thiruppani Committee, the Assistant Commissioner, Deputy Commissioner, Joint Commissioner or the Commissioner, as the case may be, shall authorise the Executive Officer to pay the legitimate dues.]

59. Audit of accounts maintained by Thiruppani Committee.

- The accounts maintained for the collections made and expenditure incurred by the Thiruppani Committee shall be subject to audit by the auditors appointed under subsection (2) of section 87 of the Act and report of such audit shall be binding on the Thiruppani Committee and the provision of section 90 of the Act shall apply in this case.

60. Direction of appropriate authority by Thiruppani Committee.

- The Thiruppani Committee shall carry out such directions as may be issued and abide by such conditions as may be imposed by the appropriate authority in this behalf in the due discharge of

their duties and other matters connected with the "Thiruppani Works".

61. Painting of building works.

- The trustee of every religious institution shall carry out painting of building works and the paraphernalia by an expert painter chosen from the list of painters approved by the Government after obtaining sanction from the appropriate authority.

62. [Maintenance of temple car. [Rules 62-66 was added by G.O. Ms. No. 2329, Revenue, dated the 9th August, 1965.]

- The temple cars meant for use in festival shall be kept in good repairs, sufficient care being taken to maintain the strength of timber of the axle beam and to reinforce it, wherever necessary.

63. Duties of the trustees of temple in the matter of celebrating car or theppam festival.

- The trustee of every temple, which celebrates car or theppam festival shall apply at least [six weeks for the purpose of clause (a) and one month for the purposes of clause (b), (c), and (d)] [Substituted by G.O. Ms. No. 1254, Revenue, dated the 19th June 1969.] in advance of the commencement of festival -(a)to the Sub-Divisional Officer of the Public Works Department having jurisdiction over the area to examine the car or the raft regarding its structural stability and safety and to issue a certificate of fitness. The Theppam should be inspected for a second time on the previous day of the festival by the Public Works Department authorities jointly with the police, who would also by actual trial, test the number of persons the Theppam could carry;(b)to the executive authority of the Municipal council or Panchayat Board or the Panchayat Union to provide an even surface for the roads or streets through which the car is to be dragged;(c)to the local officer of the Electricity Department to take necessary precautions to avoid the top portion of the car coming into contact with live wires, to cut off the supply at the time of dragging the car, if necessary, and to see that no overhead power lines or underwater cables obstruct the free passage of the Theppam;(d)to the Inspector of Police of the circle concerned to take necessary precautionary measures and provide adequate bandobust.

63A. [[Inserted by G.O. Ms. No. 1254, Revenue, dated the 19th June 1969.]

The certificate of fitness referred to in clause (a) of rule 63 shall be issued by the Sub-Divisional Officer of the Public Works Department, at least two weeks prior to the date of commencement of the festival, so that the trustee or the temple authorities may have time to rectify the defects, if any, pointed out, before another final inspection to be made on a day previous to the festival.]

64. Application.

- The application under rule 63 shall contain,-(a)the date or the dates on which the Car or Theppam is to be dragged;(b)the route through which the car is to be dragged;(c)the name and location of the tank where the Theppam festival is to be celebrated.

65. Arrangements for the movement of temple cars.

(1)The trustee shall make arrangements for the very slow movement of the car when it is being dragged and to keep down the speed at curves or at undulating and slipping grounds a cordon at least 3 to 4 feet should be thrown around the car.(2)The Car shall be made to move as far as possible in the centre of the street.(3)Experienced persons shall be engaged for application of brake wedges.

66. [Conduct of theppam festival.] [Substituted by G. O. Ms. No. 1254, Revenue, dated the 19th June 1969.]

- In the case of Theppams, the temple authorities shall make necessary arrangements for towing the raft slowly, carefully manoeuvring it at the turning and approaches to the bank, for entrusting towing operations to experienced persons and for ensuring that the raft is not loaded beyond the limit leading to any stampede, disallowing entry of unauthorised persons into the raft and for putting up requisite number of cork logs. It should also be ensured that in the proposed path of raft [projection like butting rocks,] [Substituted by G. O. Ms. No. 1254, Revenue, dated the 19th June 1969.] submerged articles which cannot be removed are prominently marked by lighted boys so that the Theppams could be towed clear off obstructions.]Annexure I(See rule 4)

SI. No.	Estimated cost of work	Status of private individuals competent to prepare plans and estimates	Status of department staff competent to countersign plans and estimates
1	Up to and inclusive of Rs. 5,000.	An Upper Subordinate or L.C.E. with experience in the profession for a minimum period of 3 years.	Assistant Engineer, Public Works or Highways Department.
2	Above Rs. 5,000 but not more than Rs. 40,000.	A Corporate Member of the Institution of Engineers of India or one possessing an equivalent qualification with experience in the profession for a minimum period of 8 years.	Executive Engineer, Public works Department or Divisional Engineer, Highways Department.
3	Above Rs. 40,000 but not more than Rs. 2,00,000.	A Corporate Member of the Institution of Engineers of India or one possessing an equivalent qualification with experience in the profession for a minimum period of 10 years.	Superintending Engineer, Public works Department or Highways Department.

4	Above Rs. 2,00,000	A Corporate Member of the Institution of Engineers of India or one possessing an equivalent qualification with experience in the profession for a minimum period of 10 years.	Chief Engineer, Public Works Department or Highways Department.
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Annexure II[See rule 18]Instructions to Tenderers, Form of Tender, Etc.

1. A list of materials proposed to be supplied by (name of institution) (hereinafter referred to as "the Institution") and the places where and the prices at which they are proposed to be supplied is given at the end of the schedule accompanying the tender notice. This should be entered by the tenderer also at the end of the schedule accompanying the tender. Tenderers must accept the materials at the specified prices and quote for the finished work accordingly. Notwithstanding any subsequent change in the market value of those materials, the charge to the party executing the work will remain as originally entered in the agreement to be executed. If, at any time, subsequent to the execution of this agreement, materials of the institution other than those specified in the agreement are to be supplied to the piece-worker for use on the work, they will be charged at the market value prevailing at time of supply or stock issue rate whichever is greater. The piece-worker will be informed in writing of this change and he should intimate in writing the rate which he demands for finishing work in view of the fact he is to use materials of the institution. No cartage or incidental charges shall be borne by the institution in connection with the supply of materials referred to in this paragraph.

N.B. - Piece-work is that which involves a payment for work done at stipulated rate only without reference to total quantity or time and a piece-worker shall be understood accordingly.

2. Subsidiary item, such as water for work, clearing and marking out site, hire of tools and plant should be separately entered. If, such items are not so entered, it will be assumed that the rates quoted in the schedule include provision for them also.

3. The tenderer shall examine closely the Madras Detailed Standard Specifications and also the relevant clauses of the Standard Preliminary Specification contained therein, and sign the office copy in the office of the institution of the Madras Detailed Standard Specification 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 accepted tenderer.

4. Each tenderer must also send a certificate of income-tax verification from the appropriate income-tax authority in the form prescribed therefor. In the case of proprietary 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. If a certificate had already been produced by the tenderer during the calendar year in which the tender is made in respect of a previous tender, it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given. All tenders received without a certificate as aforementioned will be summarily rejected.

5. Every tenderer is expected, before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The name of quarries, kilns, etc., where-from certain materials are to be obtained will be given in the descriptive specification sheet. The best class of materials to be obtained from the quarries or other sources defined shall be used on the work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Trustee/ Chairman of the Board of Trustees of the Institution shall be submitted to him for approval before the supply to site of the work is begun. If the contractor, after examination of the source of materials defined in the Descriptive Specification Sheet, is of opinion that materials complying with the standard or other specification of the contract cannot be obtained in quality or sufficient quantity from the source defined in the Descriptive Specification Sheet, he shall so state clearly in his tender and state wherefrom he intends to obtain materials subject to the approval of the Trustee or Board of Trustees of the Institution. Attention of the piece-workers is directed to the "Standard Preliminary Specification" regarding payment of seigniorage, tools, etc.

6. The tenderer should quote specific rates for each item in the schedule, and the rates should be in rupees and [naye paise] [Now, paise.] . The units and rates should be written both in words and figures. The schedule accompanying the tender shall be written legibly and free from erasures, overwritings or conversions of figures. Corrections where unavoidable should be made by crossout, initialling, dating and rewriting. No alteration which is made by the tenderer in the agreement form, the condition of agreement, the drawing or specifications accompanying same will be recognized, and if any such-alterations are made, the tender will be void.

7. The tenderer should sign each and every page of the tender document.

Tender For Piece-Work To The Trustee /Chairman of the Board of Trustees, (Name of the Institution and Address). No of 20..... (.....) do hereby tender to execute works for the (name of institution) of the under mentioned description by piece-work and in accordance with the conditions noted below and the rules set forth in Schedule B below in consideration of payment being made for the quantity of work executed at the respective rates specified in Schedule A below. I/We hereby distinctly and expressly declare and acknowledge that, before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the Madras Detailed Standard Specifications and the relevant clauses of the Preliminary Specification of the Madras Detailed Standard Specifications and that I/We have made such examination of the contract, documents and of the specifications, etc. and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us thoroughly to understand the intention of the same and the requirements, covenants, agreements, stipulations and restrictions, contained in the contract and the said specification; and distinctly agree that I/We will not hereafter make any claim or demand upon the institution based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions. I/We enclose an income-tax verification certificate/have already produced an income-tax verification certificate during the current calendar year in respect of (here particulars of the previous occasion on which the certificate was produced should be given.)

A

Name of Work

Name of item	Class and description of work to be executed	[M. D. S. S. Number] [Enter S. S. before the number if it is an M. D. S. S. number.], other special specification, if any	Unit of calculation (in figures and in words)	Rate of payment to be entered (both in figures and in words one below the other)
1	2	3	4	5

Note. - (1) Enter below the schedule a list of drawing and descriptive Specification Sheet with relevant extracts from pages 522,523 and 524 M. D. S. S. Items as may otherwise be applicable vide also paragraph I of Directions to parties tendering.(2)The tenderer should affix his signature at the end of each page of his tender and other documents attached thereto. The accepting authority should similarly affix his signature to the accepted tender.Conditions

1. The Trustee or the Board of Trustees of the institution shall, within a period of two months from the date of acceptance of the agreement by the competent authority, give to the contractor full and complete particulars of the work to be done hereunder and within like period permit the contractor and his workmen free access to the site on which the work is to be executed. On receiving such particulars and permission, the contractor shall forthwith start the work and shall carry on the same with due diligence and all work executed is to be done in a workman-like manner. The decision of the Trustee or Board of Trustees of the institution as to the rate of progress and the quality of work or materials shall be final. The contractor shall have the right to cancel the contract and obtain refund of his earnest money, if such particulars and/or permission are not given within the said period of two months.

2. The following clauses of the Standard Preliminary Specification of the Madras Detailed Standard Specification only, subject to the modifications noted below, shall apply to this agreement.

Standard Preliminary SpecificationSection A. - All clauses, except that, in clauses 2 and 3 where the Preliminary Specification is mentioned, the reference shall be only to such clauses of the Preliminary Specification as are herein made applicable to this agreement.Section C. - All clauses except 15(b).Section D. - All clauses except that in clause 28, in place of the words within six months from the completion of read "before final payment for".Section E. - All clauses except that in clause 35, the word "which" occurring between the words "Progress", and "in" in the first sentence shall be deleted as also the concluding portion of that sentence beginning from "will". The following shall be substituted for the present clause 42:-"The Trustee/Chairman of the Board of Trustees of the institution shall be responsible for the correct setting out of all works but the piece-worker shall provide at his own cost all labour, materials and staff required for so doing."Section F. - All clauses.Section G. - All clauses except clause 56.Section KJ. - Clauses 64 to 67 inclusive, second sub-paragraph of clause 68, Clauses 70, 71 and 72.

3. The quantity of work executed shall be measured and payment made ordinarily monthly. On the completion of the work, or the termination of this agreement, final measurements will be made, and the account adjusted accordingly.

4. The Trustee/the Board of Trustees of the institution may put an end to this agreement at his/their option at any time, and, in the case of bad work or materials, action shall be taken as provided in clause 27(e), Standard Preliminary Specification.

Note. - If action is taken as provided in the last sub-paragraph of clause 27(c), Standard Preliminary Specification, the piece workers' agreement to the reduced rates shall be taken in writing.

5. The Trustee/the Chairman of the Board of Trustees of the institution may fine the piece-worker not less than Rs. 10 and not more than five per cent of the value of completed work for slow progress of work, provided however that any authority higher than the Trustee/the Chairman of the Board of Trustees may in his absolute discretion waive or modify any fine imposed by the Trustee/ Board of Trustees.

6. Any unforeseen additional work that may become necessary and is accordingly carried out under this agreement under proper written orders shall be measured and valued by the Trustee/Chairman of the Board of Trustees or his representative at the rates contained in the piece-workers' original schedule and if these rates do not apply, then, prior to execution of the additional work a rate for such work shall ordinarily be agreed upon and entered, in a supplemental Schedule and signed by both the piece-worker and the accepting authority. If it is not possible to arrive at such an agreement, then, the piece-worker shall be paid according to the cost of labour employed and the materials used which will be added ten per cent to cover the piece-workers' profit on the said work on his delivery of the necessary vouchers to the executive authority of the institution.

7. The earnest money deposited by the selected piece-worker shall be retained as security for the due fulfillment of the agreement. After the work has been carried out by the piece-worker to the extent of twenty times the value of this security deposit a deduction of five per cent of the value of further work done by him shall be made for purposes of additional security

from such intermediate bill to be paid to him until the completion of the work. Such deposit and/or deduction of any portion thereof may, at the discretion of the Trustees/ Board of Trustees of the institution, be forfeited on failure or non-fulfilment by the piece-worker of any of the above conditions. Any authority higher than the one who ordered a forfeiture under the provisions of this clause, may, in his absolute discretion, waive or modify the forfeiture so levied.

Date: Witness: Signature of the party making the tender. Residence.

Accepted by me on behalf of.....(name of the Institution).Hindu Religious and Charitable Endowments.Note. - While accepting the agreement, the accepting authority should specify on the first page of this document the number of pages in the agreement and the number of items in the Schedule. A line should also be drawn under the last item in the Schedules.Articles of AgreementArticles of Agreement made this day 20 between the Trustee or the Board of Trustees of.....(name of the institution) (hereinafter called the "said authority" which expression shall where the context so admits, include his successors in office and assigns) of the ONE PART and [of] [Rest of sentence to be struck off, if the execution authority can himself enter into the contract without reference to any higher authority].....(hereinafter called "the Contractor" which expression shall where the context so admits include his heirs, executors, administrators, and legal representatives) of the Other Part;Whereas..... (hereinafter called "the Institution") is desirous [of] [Designation of the officer who is competent to approve of the contract under the rules framed under section H6(2)(xxii) of the Hindu Religious and Charitable Endowments Act, 1959.].....and has caused an estimate of probable quantities contained in Schedule A, drawing in Schedule B and specifications in Schedule C, describing the work to be done to be prepared;And Whereas the said Schedules have been signed by, or on behalf of, the parties hereto;And Whereas the contractor has agreed to retention by the institution of the earnest money of rupees.....paid by him when he submitted his tender security for the due fulfillment of the contract to the satisfaction of the said authority of the Institution or in the alternative as the said authority may direct to deposit as security for the above said purpose Government securities, municipal debentures or Post Office Cash Certificate to the nominal value of [Rs.] [To be entered in words and figures.].....duly endorsed to or registered in or transferred to the name of the executive authority with the previous sanction of the Head Post Master in the case of the last mentioned security, as the case maybe;[And Whereas] [Rest of sentence to be struck off, if the execution authority can himself enter into the contract without reference to any higher authority.] the contractor has deposited with the authority the sum of [rupees] [To be entered in words and figures.]..... in cash as additional security for the due fulfillment of the contract to the satisfaction of the said authority;[And Whereas] [Rest of sentence to be struck off, if the execution authority can himself enter into the contract without reference to any higher authority.] the contractor has delivered to and deposited with and endorsed over to the said authority, Government securities to the extent of [rupees] [To be entered in words and figures.]..... of which the numbers, amounts and other particulars are set forth in the margin hereto as additional security for the due fulfillment of the contract to the satisfaction of the said authority;[And Whereas] [Rest of sentence to be struck off, if the execution authority can himself enter into the

contract without reference to any higher authority.] the contractor has endorsed over and delivered to the executive authority municipal debentures to the value of [rupees] [To be entered in words and figures.] 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 fulfillment of the contract to the satisfaction of the said authority;[And Whereas] [Rest of sentence to be struck off, if the execution authority can himself enter into the contract without reference to any higher authority.] the contractor has deposited in the bank at..... the sum of [rupees] [To be entered in words and figures.]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 with drawable by him on demand as additional security for the due fulfillment of the contract to the satisfaction of the executive authority;[And Whereas] [Rest of sentence to be struck off, if the execution authority can himself enter into the contract without reference to any higher authority.] the contractor is the holder of the Post Office cash certificates and Defence Savings Certificates of the value of [rupees.....] [To be entered in words and figures.] 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 fulfillment 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.....] [To be entered in words and figures.] 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".Now these presents witness and it is hereby agreed to as follows:-(1)In consideration of the payment of the said sum of [rupees.....] [To be entered in words and figures.] or such other sum as may be arrived at under the clause of the Standard Preliminary 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 [.....] [To be entered

in words and figures.](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.....(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 hereunto set their hands.In the presence of -1In the presence of - 2Rate of ProgressThe 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.

A

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 quality Figures Words	Description of work Figures Rs. P.	M.D.S.S.number Words	Rate Figures Rs. P.	Unit Amount
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Date: (Signature of Contractor)

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

B

List of Drawings Supplemental List

Note.- All drawings to be signed by the contractor as well as officer entering into the contract

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

SI. No.	Drawing number	Description	SI. No.	Drawing number	Description Date on which the drawing wassupplied
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Date Signature of the contractor.

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 specification.(iii)Masonry joint thickness and deviations.

Materials	Source from * which item is to be obtained	Approximate lead	Remarks
1	2 3	4	5
Lime			
Surki			
Portland cement			
[Sand for mortar works] [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.]			
Sand for filling in			
[Earth for refilling and disposal of surplus] [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.]			
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.] [Enter if deviation from Standard Specification procedure and if iron or brass.]

Teakwood

Other classes of wood

[Furnishing for doors, windows, etc.,] [Enter if deviation from Standard Specification procedure and if iron or brass.]

[Standardized items of furniture] [These will usually be purchased from jails, vide current price list for same.]

Paints

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

Cast iron

Lime mortar

Surki mortar

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

Terrace work

Deviations, if any, and proportions, if surkimortar
required for and stage

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

Concrete broken stone in lime mortar

Concrete broken stone in cement mortar

Reinforced cement concrete

Brickwork or masonry joints, thickness

Floor surfacing.

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.....up to.....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 the 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 proprietary 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 contractors 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 (Central Act 2 of 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, is of opinion that the 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, and(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 set forth 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 the 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.

14. The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of whole work and its several parts. The following rates of progress and of proportionate value of work done, from time to time, as will be indicated by the certificate of the said authority of the institution of the value of work done, will be required. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement	Percentage of work completed (based on the 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 said authority of the institution.

15. No part of the contract shall be sublet without the written permission of the said authority of the institution nor shall transfer be made by power-of-attorney authorizing others to receive payment on the contractor's behalf.

16. If further necessary information is required, the executive authority of the institution will furnish it, but it must be clearly understood that tenders must be received in order and according to instructions.

17. The said authority of the institution or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefor.

18. Preference in the selection from among the tenderers will be given, other things being equal to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work. The tenderers should, therefore, state in clear terms whether they are professionally qualified or whether they undertake to employ technical staff and, if so, to give their professional qualifications or to the staff to be employed. In case, the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site of the work during working hours personally checking all items of work and paying extra attention to such works as may demand special attention (e. g.) reinforced concrete, etc.

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

19. The tenderers, when submitting their tenders, should certify in their tenders that they have actually inspected the site of works and have examined before tendering the nature and extent of various kinds of soil at various depths and have based their tenders on such examination.

20. Tenderers who have not already registered themselves as Hindu Religious and Charitable Endowments contractors shall furnish evidence of their good record and capacity to do the work.

21. A tenderer submitting a quotation which the tender accepting authority considers excessive and / or indicative of insufficient knowledge of current prices or definite attempt at profiteering, will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled prices for materials, if any, fixed by Government, or a reasonable price.

22. A statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classifications should accompany the tender:-

(a)Equipment (transport for materials, viz., lorries and carts concrete mixers).(b)Organisation (i) technical, (ii) unskilled.(c)Resources in materials like teakwood, steel and extent to which departmental help is not required for procurement of materials and transport of the same.(d)Methods that will be adopted to speed up the work to ensure completion within the time fixed for completion.

23. The tender of the contractor who agrees to employ the maximum number of ex-servicemen (number to be specified in the tender) will receive preferential consideration. The tenderers are requested to report on this in their covering letter.

24. Those who are not registered as Hindu Religious and Charitable Endowments contractors, should invariably attach income-tax verification certificates with their tenders and the registered Hindu Religious and Charitable Endowments contractors who had not already produced these certificates in the current year should also do so.

25. The said authority of the institution reserves to himself the right of allotting the different sub-works to different contractors or to one and the same contractor as he may decide after the receipt of tenders.

Tender Notice(Piece work)

1. Tenders will be received by the Trustee/the Chairman of the Board of Trustees of (name of institution) at his office of the institution at.....up to p. m. on for the work of..... The tender should be in the "Hindu Religious and Charitable Endowments Form", obtainable from the office of the institution. 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 tenderers concerned and initial all such corrections in the presence of the tenderers. If any of the tenderers or their agents finds it inconvenient to be present at the time, then, 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. The Madras Detailed Standard Specifications and other documents relating to the contract such as additional specifications, drawings, descriptive specification sheet regarding materials, etc., can be seen at any time during office hours in the office of the institution.

2. Tenders must be submitted in sealed covers and should be addressed to the Trustee /Board of Trustees of the institutions, the name of the tenderer and the name of the work being noted on the cover.

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

3. The tenderer should deposit a sum of Rs.....with the institution under a separate head to be specified as earnest money and enclose with his tender the challan endorsed accordingly. 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 notes 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 sign his name in full with date on the back of all the currency notes given by him, whatever their denomination.

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 for in the conditions attached to the tender. When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the office of the institution on the date fixed in the written intimation sent to him. He should forthwith upon intimation being given to him by the said authority of acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so shall entail forfeiture of earnest money.

4. Tenderers should peruse carefully the instructions in "The instructions to tenderers and form of tender" and the conditions of the Standard Hindu Religious and Charitable Endowments Form and all other relevant documents before tendering rate for piece work. The approximate quantity of work to be executed under each clause is given in the accompanying Schedule. The quantities are given only with a view to enable the tenderer to quote his overall rate for each class of work in the tender form.

5. The said authority of the institutions reserves the right to reject any tender or all the tenders without assigning any reason therefor. 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.

6. The tender of the contractor who agrees to employ the maximum number of ex- servicemen ex-toddy tappers, unemployed agricultural labourers (number to be notified in the tender) will receive preferential consideration. The tenderers are requested to report on this in their covering letter.

7. The tenderers, when submitting their tenders, should certify in their tenders that they have actually inspected the site of work and have examined before tendering the nature and extent of various kinds of soil at various depths and have based their tenders on such examination by them.

8. Tenderers who have not already registered themselves as Hindu Religious and Charitable Endowments contractors shall furnish evidence of their good record and capacity to do the work.

9. A tenderer submitting a quotation which the said authority considers excessive and/or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the said authority may decide. The tender rates should be based on the controlled prices for materials, if any, fixed by the Government, or a reasonable price.

10. (a) Each tenderer must also send a certificate of income tax verification from the appropriate income-tax authority in the form prescribed therefor.

(b) In the case of proprietary 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 had already been produced by the tenderer during the calendar year in which the tender is made in respect of a previous tender, it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given. (d) All tenders received without certificates as aforementioned will be summarily rejected.

Schedule 6

(Give details of the piece work to be done) Tender Date 20..... To The Trustee/The Board of Trustees (name of the institution and address). Sir, I/We do hereby tender and if this tender be accepted, undertake to execute the following works (viz.) and more fully described in the Schedule hereto as shown in the drawings and described in the specifications deposited in the office of the institution with such variations by way of alterations or additions to, and omissions from, the said works and method of payment as are provided for in the conditions of contract for the sum of rupees (to be entered in words and figures) or such other sum as may be arrived at under the clause of the Standard Preliminary Specifications relating to "Payment on lump-sum basis or by final measurement at unit prices". I/We have also completed the priced list of items in Schedule "A" annexed.. (in words and figures) for which I/We agree to execute the work when the lump-sum payment under the terms of the agreement is varied by payment on measured quantities. I/We hereby distinctly and expressly declare and acknowledge that, before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the Madras Detailed Standard Specifications and the Preliminary Specification therein; and that I/We have made such examination of the contract documents and of the plans, specifications and quantities, and of the location where the said work is to be done and such investigation of the work required to be done, and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon

the institution based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions. I/We enclose herewith a challan for the payment of the sum of rupees (to be entered in words and figures) as earnest money not to bear interest. If my/our tender is not accepted, the sum shall be returned to me/us on my / our application when intimation is sent to me/us of rejection or at the expiration of two months from the date of this tender, whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the institution as security for the due fulfilment of the contract. If, upon written intimation to me/us by the office of the Trustee/Board of Trustees of the institution, I/We fail to attend the said office before the end of the period specified in such intimation, the tender will not be considered by the Trustee/Board of Trustees or if upon intimation being given to me/us by the Trustee/Board of Trustees of the institution of acceptance by the Trustee/Board of Trustees of my/our tender, I/We fail to make an additional security deposit or to enter into the required agreement as defined in paragraph 4 of the tender notice, then, I/We agree to the forfeiture of the earnest money. Any notice required to be served on me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by registered post or ordinary or left at my/ our address given herein. Such notice shall, if sent by post, be deemed to have been served on me/us at the time when it would be delivered at the address to which it is sent. I/We fully understand that the written agreement to be entered into between me/us and 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 is first signed by me/us and then by the Trustee/Chairman of the Board of Trustees of the institution on its behalf. I am/we are professionally qualified and my/ our qualifications are given below.

Name Qualification

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

Names of members of technical staff proposed to be employed Qualification

Note. - (a) The last two clauses should be scored out if the cost of the work involved is less than Rs. 10,000. (b) The tenderers should score out the last clause of the penultimate according as they are themselves professionally qualified or undertake to employ technical staff under them.

Rate of progress Contractor

(Fill in from tender notice.) Extract from Schedule of quantities. (Fill in only the table from tender notice.)