



**GOVERNMENT OF TAMILNADU
TECHNICAL EDUCATION DEPARTMENT
TENDER NOTICE**

**FORM OF CONTRACTS C-FORM
Rate Tender**

1. For and on behalf of the Governor of Tamilnadu, sealed tenders will be received by the Chief Engineer, PWD., Technical Education Circle, Chennai-25 for the work.

**Special repair to Electrical Installations in various buildings in Government Arts College
Salem**

At this office upto **3.00 P.M.** on **29.04.2022** from the T.N PWD registered Electrical contractors class II with Valid **ESB** with similar experience. Tenders will be opened by the Chief Engineer on the same day in presence of those tenderers who choose to be present.

2. If the date of opening of tender is declared as Government holiday the tenders will be received up to 3.00 P.M. on the next working day and opened at 3.30 P.M. on the day itself.
3. Tender shall be submitted only in the prescribed form of schedules supplied by this office or downloaded free of cost from website www.tenders.tn.gov.in and in sealed cover noting the name of work on the cover **along with copy of Registration details Live Certificate, Electrical License, Current ITCC, STCC and Experience Certificate, GST Registration and GST Returns.**
4. The tender should be accompanied by Earnest Money Deposit of **Rs.25,500/- (Rupees Twenty five thousand five hundred only)** in the form of Fixed Deposit receipts / Demand Draft obtained from Banks, National Saving scripts, Deposit accounts etc., (or) Post Office Saving Bank Account, Postal Term Deposit or National Savings Certificate or Indira Vikas Patra. The successful tenderer DD/FDR will have to convert it into Post Office National Savings Certificate, Post Office Savings Bank Account Pass Book or Post Office Time Deposit before conclusion of agreement. The EMD as indicated above shall be drawn in favour of **the Executive Engineer, PWD., Technical Education Division, Coimbatore.** No other mode of payment will be accepted.
5. The tender submitted without the Earnest Money Deposit in the approved form will be summarily rejected and the tenders with EMD not pledged / credited in favour of the **Executive Technical Education Division, Coimbatore** will be rejected.
6. The Earnest Money Deposit will be refunded to the unsuccessful tenderer on application after intimation is sent to rejection of the tenderer or all the expiration of three month from the date of tender, whichever in earlier. The Earnest money will be retained in the case of the successful tenderer and will not carry any interest.

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Chennai - 25.

Important instructions to the Tenderers

1. Tenderers should quote rates both figure and in words.
2. The value of work for each and every item in the schedule and total amount must be furnished without fail.
3. The conditional tender should affect the value of contract such as giving rebate in particular page or at the end of the schedule will not be permitted.
4. The rates quoted in the tender shall include, all charges including State Tax, Central Tax etc. Furnishing of taxes in addition to the rates quoted in the tender schedule could not be taken and tender should be summarily rejected at the time of opening of tender itself.
5. The spiral binding of tender documents and other credentials of contractors will not be permitted. The documents should be in the shape of stitched one in the neat wrapper sheet.
6. The tender cover must be properly closed using quality paste and should be in sealed cover. Using cello tapes and stapler pins to close the covers should not be taken into account and during initial examination itself the tender will be rejected.
7. The tenders not received in the above manner will be rejected at the time of opening of tender itself.

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TENDERS CONDITIONS / ACCOMPANYING TENDER SCHEDULES

1. The work should be carried out strictly in accordance with the PWD specifications, as per I.S.S. and as per the conditions of the contract.
2. The work should be completed within **3 (Three) Months** from the date of handing over of site.
3. The work should be carried out in co-operation with the occupants of the buildings which are occupied may not be made available for carrying out the work un-interrupted throughout the day.
4. Correction if any in the tender should be attested with dated initial of the tenderer, the rate should be filled in words also.
5. All rates quoted in the tender shall be inclusive of sales tax payable under the General Sales Tax Act as amended from time to time (including amendment act 28/64) and that the contractor is responsible to file the sales tax return and pay the amount of tax as demanded by the commercial tax department. No request for payment of Sales Tax separately in addition to the tendered rates due to any plea of subsequent levy or increase in tax will be entertained vide also clause 38 (2) of General condition to contract.

6. Add New Conditions for Goods and Services Tax (GST)

The Government of India has notified vide Notification No. 20 / 2017 – Central Tax (Rate), dated 22nd August, 2017 and Notification 21 No.24 / 2017 – Central Tax (Rate), dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) at 12% [CGST at 6% + SGST at 6%] is leviable for any Government Contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract. And the GST amount will be calculated at 12% from the sum of total tendered value quoted by the tenderer for construction cost (excluding GST) specified in the BOQ, Subject to GST rate applicable from time to time as recommended by the GST Council “All duties, taxes, and other levies except GST, payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder”

7. The tender conditions should also be produced along with the tender duly signed by the tenderer in all pages.
8. The tender should be valid for period of three months from the date of tender.
9. The date of intimation by the Executive Engineer, in charge of the work that the work can be commenced will be deemed to be the date of commencement of work. The work should be completed within the stipulated period from the date of commencement of work.
10. On evaluation of tender if it is found that if the over all quoted amount of the tender is **less than 5 to 15%** of the estimated value put to tender, the contractor shall pay an additional security at 2% of the estimated value. If the **tender discount exceeds Minus 15%** the contractor shall pay additional security deposit of 50% of the difference between the quoted amount and estimate

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amount. Failure to furnish the additional security deposit within 15 days from the date of receipt of acceptance order and execute the agreement shall entitle cancellation of award of contract with forfeiture of EMD amount.

11. Failure to remit the required security deposit and additional security deposit if applicable and enter into agreement within the prescribed period of intimation of acceptance of tender shall result in the forfeiture of the earnest money deposit.
12. All the materials to be used in the work should be of best quality with ISI mark, approval for use, for each type of material in any work should be obtained from the Executive Engineer in charge of the work before execution.
13. The Contractor shall be liable to set right all defects arising out of his faulty execution (or) sub standard work within a period of six months from the date of handing over to the department at your cost.
14. For delaying commencement of work/slow progress of work/ bad workmanship/leaving the work in incomplete shape, the department will take action to impose fine/penalty as per the departmental rules.
15. When there are complaints of non-payment of wages to the labourer then the bills of the contractor may be withheld pending a clearance certificate from the labour department.
16. The work may be awarded in whole or part and the quantities may at the discretion of the Chief Engineer be / increased or decreased or omitted during the execution of the work.
17. In case, if it is necessary the contractor should be at the premises at the time of connection of the installation to the supply mains and after all facilities for testing and commissioning.
18. Megger test should be conducted by the Tenderer / Contractor after completion of work and cost without claiming extras.
19. The Contractor shall abide by the contractor's labour regulation of the PW issued by the Tamil Nadu Government.
20. If night work is required to fulfill the agreed rate of progress all arrangements shall be made by the contractor including lighting without any claim for extra cost.
21. Risk Insurance:- The work under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive Engineer. The Contractor shall accordingly arrange his own Insurance against all natural calamities, fire and other acts of god during such period and the Government shall not be liable for any loss or damages (Vide clause 47/2 of General conditions of contract as amended).
22. Safety codes:- The safety enforcement measures and all amenities for the labourers shall be made by the contractor at his cost as indicated in the safety code vide appendix to General conditions of contract and clause 34,35 and 42-1 to 42-6 of General conditions of contract.
23. The Chief Engineer, PWD., Technical Education Circle, Chennai-25, reserves the right to reject any or all the tender without assigning any reasons therefor and it is not binding to accept the lowest offer.
24. In the event of the work being transferred to any other Circle / Division / Sub Divisions the Chief Engineer / Executive Engineer / Assistant Executive Engineer / Assistant Engineer who is in charge of / Division / Sub Division having jurisdiction over the work shall be competent to exercise all the power and privileges reserved in favour of the Department.

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25. The Tender should hold authorized license to carry out medium tension Electrical installation works in the State of Tamilnadu which is issued subject to the regulation issued by the Government of Tamilnadu under rule 45(1) of the Indian Electricity rule 1956.
26. Standard Specification for detailed description of various items of work to be executed In addition to the brief of description given in the schedule, and for the rights and obligations of the contractors etc., the attention of the contractor is invited to Tamilnadu standard specification / Tamilnadu building practice, which should be followed in all respects both in letters and spirit. The materials used, the workmanship, the mode of execution of the work, electrification of the work etc., should confirm to specification if TNSS / TNEB specification as may be specified.
27. Any tender clarified affecting the pre-structure after tender opening will not be considered.
28. Unless otherwise specified, the condition put forth in the General specification for electrical works and the special conditions for the Electrical works PW II (1) AND PW II (2) will hold good.
29. Any damage or disfigurement caused by the contractor to the building during the execution of the work should be made good at the contractors risk.
30. Subject to any deduction which the Government may be authorized to make under the contract, the contractor shall be entitled up on the certificate of the Engineer to the effect here in after started to intermediate payments by the government at 95% of the value as certified by the engineer of the work executed on the site and the balance of 5% will be withheld and retained as security for the due fulfillment of the contract under the certificate to be issued by the Engineer, on completion of the entire work, the contractor will receive the final payment of all money due or payable to him under or by virtue of the contract except the security Deposit (equal to 2%) and sum equal to 5% of the total value of work, done, the amount withheld from the final bill will be refunded to the contractor together with the security deposit remitted after the expiry of the period of six calendar months prescribed under condition. Less any amount due done to the Government by the contractor.
31. If there is difference between the rates quoted in figure and in words only the lowest of the rates will be taken into account.
32. If the tender is withdrawn after the communication of its acceptance, the EMD paid by the tenderer is liable to be forfeited to the Government.
33. Conditional Tenderer and tenders not complying with departmental specification will be rejected.
34. If rates for any item is omitted to be quoted the tender will be treated as defective and rejected.

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MINIMUM QUALIFYING CRITERIA

- i) The contractor should have minimum 5 years experience with appropriate class of registration in the Electrical wing of T.N PWD and **ESB** with validity.
- ii) The contractor shall have the Technical Assistants to meet the requirement of this contract.
- iii) The contractor shall have the minimum tools and plants required for this contract of their own.

Evaluation Criteria

Tenders which an initial examination are found to be not substantially responsive may be rejected by the tender accepting authority.

Out of the tenders found to be substantially responsive after the initial examination, the tenderer who has tendered the lowest evaluated price in accordance with the evaluation criteria shall be determined.

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DEPARTMENT PENALTY CLAUSE AS PER

G.O.Ms.No.2559, Public Works Department, Dated 25.12.1970.

Extract from the Tamil Nadu Buildings Practice Volume II:

56. Delays in commencement or progress or neglect of work or suspension of work by the contractor and forfeiture of Earnest Money Security Deposit and with held amounts.
- 57.1. Time shall be considered as the essence of the contract. If at any time, the Executive Engineer shall be of the opinion that the contractor is delaying commencement of the work, neglecting or delaying the progress of work as defined in the tabular statement "Rate of progress" in the Article of agreement or the contractor fails to maintain the rate of progress in the Article of Agreement plus any extension of time or the contractor shall suspend the works or sublet the work or a portion thereof without the sanction of the Executive Engineer or violates any of the provisions of the contract, the Executive Engineer shall so advise the contractor and at the same time demand compliance. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter be lawful for the Executive Engineer to impose a penalty or forfeiture on the contractor from the deposit or to determine the contract.
- 57.2. The Penalty or forfeiture referred to in Clause 57.1 shall not exceed 5% of the value of the work executed and is imposed in cases where the contractor is allowed to proceed with the whole or part and complete the whole or such part of works. The penalty or forfeiture imposed by the Executive Engineer under this Clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Executive Engineer.
- 57.3. It shall be a further right of the Executive Engineer to give any part of the work to any other contractor at his discretion or have it done departmentally in order to maintain the rate of progress and the contract shall then be determined for only that portion of the work given to other contractor or done departmentally. The forfeiture under Clause 57.2 will in these circumstances be applied and any expenditure incurred on this account shall be recovered from the original contractor.
- 57.4. Determination of the contract referred to in Clause 57.1 shall carry with it the forfeiture of the Security Deposit. After determining the contract, the Executive Engineer shall have the right to give any part of work to any other contractor in the unexecuted portion of the contract in which case any expenses which may be incurred in excess of such amount which would have been paid to the original contractor, and may be deducted from any money due to him by the Government under this contract or any other account whatsoever. Provided, also that if the expenses incurred by the Government are less than the amount payable to the contractor at his agreement rates, the difference will not be paid to the contractor.
- 57.5. In the event of any one of the above Clauses being adopted by the Executive Engineer, the contractor shall have no compensation for any loss sustained by him by reason of his having purchased or processed any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any of the provisions aforesaid and the contractor shall not be entitled to be paid any sum for any work actually performed under the contract unless and until the Executive Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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57.6 In the event of the Executive Engineer putting in force all or any of the powers vested in him under the Clause 57.4, he may: if he so desires, after giving a notice in writing to the contractor, take possession of the works and site and all such plant and materials thereon (or any ground contiguous thereof) and all such plant and materials as above mentioned shall thereupon be at the disposal of Government absolutely for the purpose of completing the work. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of work or from the ground contiguous there to any plant or materials belonging to him which shall have been placed thereon for the purpose of the above work. Government shall not be liable to make any payment to the contractor on account of use of such plant for the completion of the works, under the provision herein before contained. On taking possession of the materials and stores belonging to the contractor or procured by the contractor and intended to be used for the execution of the work or any part thereof, the contractor shall be paid for the same in account, at the contract rates to be certified thereof shall be final, otherwise the government may give notice in writing to the contractor to remove any of his plant or materials from the site and not required for the completion of the works. If such plants or materials are not removed within 14 days after notice shall have been so given, the Government may remove and sell the same, holding the proceeds less the cost of removal and sale, to the credit of the contractor. The certificate of the Executive Engineer as the expense of any such removal and sale shall be final and binding on the contractor.

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PARTICULARS TO BE FURNISHED BY THE TENDERERS

- 1 Name of the Tenderer with Address :
2. Name of Work :
- 3 Date of Tender :
- 4 Total Value of Tender :
- 5 Details of EMD enclosed and its validity :
- 6 Registered Class of the Tenderer with Monetary Limit and Department in which Registered (Copy of Registration should be enclosed) :
- 7 Recent work executed (Name of Work, Place of Work, Value of Work should be mentioned) :
- 8 Works under Execution (Name of Work, Place of Work, Value of Work should be mentioned) :
- 9 Command of labour in brief :
- 10 Turn over in the previous years :
- 11 Whether Income Tax Clearance Certificate enclosed. If not when it will be produced. :
- 12 I) Sales Tax Registration Number :
II) Whether Sales Tax Clearance Certificate enclosed. If not when it will be produced. :

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- 13 Technical Assistant Details
- I) a) Name :
- b) Qualification (Copy should be enclosed) :
- c) Experience Certificate :
- II) a) Name :
- b) Qualification (Copy should be enclosed) :
- c) Experience Certificate :
- (or)
- a) Name :
- If retired electrical Engineer, :
Designation and date of retirement
(Copy to be enclosed)
- 14 Any other details :

Note: The Consent letter from the Technical Assistant proposed to be employed should be obtained and enclosed with the Tender during submission of the Tender.

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