

### **CHECKLIST FOR TENDER DOCUMENTS**

1. Name of work :-
2. Estimate Amount :-
3. Value put to tender :-
4. GST 12% :-
5. Total Value :-
6. Date of Tender :-

Sl. NO	Details	
1	Contractor Name with full Address	
2	Registration Copy	
3	Registration Live Certificate Copy	
4	GST Registration Certificate with Last month paid	
5	Income Tax Statement (Last Year)	
6	Work Experience	
7	E.M.D Details	
8	Registration Office & Date	
9	Firm Registration Office & No/ Year	
10	Solvency, Tahsildar Letter No & Date	
11	EC up to	
12	Income Tax Filed Date for the year	
13	GST No.	

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14	Major Works pass 5 Years	
15	Single Work Name Value Year	
16	Annual Turn Over Value, Year	
17	Share Capital, Value Year	
18	Bank OD Details	
19	Affidavit & Undertaking	
20	Technical                      Personal	
	BE – Project Manager	
	BE – Site Engineer	
	DCE – Site Engineer	
21	DEE – Site Engineer	
	<b><u>Equipment Details</u></b>	
	Concrete Mixer with Hopper	
	Vibrators	
	Dewatering Pumps	
	Lorry/Tipper	
	Steel Centering materials	
	Mechanical Spray set	
	Mechanical Hoist	
	JCB/Poclain	

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## முக்கிய அறிவிப்பு

முன்வைப்புத்தொகையை தேசிய சேமிப்புத் பத்திரங்களாகத் தருவதாய் இருந்தால் டெண்டர் அறிவிப்பில் தெரிவித்தபடி குறிப்பிடப்பட்டுள்ள செயல் அலுவலர் பெயருக்கு அடமானம் செய்த பின்னரே டெண்டருடன் இணைக்க வேண்டும் அடமானம் செய்வதற்கான விண்ணப்பத்தில் கையொப்பமிட்டால் மட்டும் போதாது. தவறினால் கண்டிப்பாக டெண்டர் கணக்கில் எடுத்துக்கொள்ளப்படாது, உடனடியாக தள்ளுபடி செய்யப்படும்.

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**GOVERNMENT OF TAMIL NADU  
HINDU RELIGIOUS AND CHARITABLE ENDOWEMENT DEPARTMENT  
OFFICE OF THE EXECUTIVE OFFICER, ARULMIGU MOONGILANAI  
KAMATCHIAMMAN THIRUKOIL, DEVATHANAPATTI**

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Name of Work	Internal and external Electrification works to the Newly Constructed marriage hall at Monngilanai Kamatchiamman Thirukoil, Devathapatty.
Total Number of Pages in this Tender Document	33 Pages
Tender Shall be submitted on or before 15.00 Hrs	06.07.2022
Tender Document sold to	

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**GOVERNMENT OF TAMIL NADU  
HINDU RELIGIOUS AND CHARITABLE ENDOWEMENT DEPARTMENT  
OFFICE OF THE EXECUTIVE OFFICER, ARULMIGU MOONGILANAI  
KAMATCHIAMMAN THIRUKOIL, DEVATHANAPATTY.**

NAME OF WORK: INTERNAL AND EXTERNAL ELECTRIFICATION WORKS TO THE NEWLY CONSTRUCTED MARRIAGE HALL AT ARULMIGU MOONGILANAI KAMATCHIAMMAN THIRUKOIL, DEVATHANAPATTY.

Department value of work put to tender Rs.30,00,000/-

I / we

agree to execute the above work with tender percentage of (+) (-) (in words) Plus/Minus.

over / below the departmental estimate value of work indicated above. In case of variation in quantity of various items of works during execution. I / we agree that the amount payable for individual items of work be as per the Departmental unit rates indicated in the Tender schedule for the item as varied in accordance with Tender Percentage and the total quantity of work done. The percentage mentioned above shall not apply to the cost of materials supplied by the Department but only to the balance representing the value of the net work done.

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## **TENDER CONDITIONS**

### **GENERAL TENDER CONDITIONS ACCOMPANYING THE TENDER**

#### **SCHEDULE**

**NAME OF WORK: Special Repairs to Electrical Installations, fittings, fans and Generator to the Arulmighu Moongilanai Kamatchiamman Thirukoil at Devathanapatti in Theni District.**

1. The Earnest Money Deposit (E.M.D) mentioned in the Tender Notice against each work will be accepted in the shape of post office Time Deposit, National savings Certificate (S) duly pledged in favour of “Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil, Devathanapatti” From any Nationalized Bank/ Scheduled Bank While Submitting the tender. The Successful tender should furnish security deposit 2% including E.M.D amount in the Shape of National Savings Certificates (s) / Post Office Time Deposit duly pledged in favour of “Executive Officer, Arulmigu Moongilanai kamatchiammant Temple at Devathanapatti”.
2. No fixed deposit receipt (FDR) will be accepted towards EMD & SD if fixed deposit is along received with the tender. The tender will be rejected summarily and the FDR will not be released or refund to the Tender. The FDR will be credited to Government account without any notice to the Tender.
3. Failure to remit the required secured Deposit and enter into agreement within the prescribed period of intimation and acceptance of tender, shall entail, the forfeiture of the Earnest Money Deposit.
4. The tender should be valid for 90 Days from the date of tender.
5. Correction if any in the tender should be attested with dated initial of the tender. The rates should be filled in words also.
6. The tender conditions should also be returned along with the tender duly signed by the tender in all the pages.
7. The work should be carried out strictly in accordance with the P.W.D specification, as per ISI and as per the conditions of contract.

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**8. The postal Tenders:**

- a. The tenders may have the option either to present the tender directly or send it by Registered post with Acknowledgement. In case of sending Registered post with Acknowledgement due, it should be registered on or before the tender to last date fixed for receipt of the tenders offered in person. It is also the responsibility of tender to dispatch the tender well in advance to reach the tender opening authority before 3.00P.M on the date of opening. No representation or appeal of any kind will be allowed against belated of tender received by post beyond the noticed date or loss in transit etc.,
  - b. If the date of opening of tender happens to be declared as Government Holiday, subsequently for any reasons, the tenders will be received up to 3.00 P.M. on the next working day and opened at 4.30 P.M. on that day itself.
- 9.** The work should be carried out in Co-operation with the occupants of the building; Buildings that are occupied may not be made available to carry out the work Un-interruptedly throughout the day.
- 10.** The work should be completed within the stipulated period fixed by the Engineer-In-Charge.
- 11.** All the materials to be used in the work should be of best quality with ISI mark/approved for use by competent authority.
- 12.** The contractor shall make his own arrangement to transport the materials, to the work spot at his own cost. The contractor shall be responsible for the safe custody and storage of the materials under dry conditions near the work spot.
- 13.** The contractor shall be liable to set right all the defects arising out of faculty execution (or) sub standard work noticed during the service contract period.
- 14.** For slow progress of work/bad workmanship/ leaving the work to be incomplete shape, the Department will take action to impose fine/penalty as per department.
- 15.** When there are complaints of non-payment of wages to the labour then the bills of the contractor may be with held pending a clearance certificate from the labour department.

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16. The work may be awarded in whole or a part of the quantities at the discretion of the competent authority and the quantities will be increased or decreased or omitted during the execution work.
17. In case of if it is found necessary, the contractor should be at the premises at time of connection of the installation to the supply mains and afford all facilities for testing and commissioning.
18. The Contractor should conduct merger test after completion of the work at his cost without claiming extra, if necessary.
19. Any of the items in the schedule may be omitted/radically altered. No variation in the rate shall become payable to the contractor on account of such omission or variation in the quantities. But Payment will be made on detailed measurement basis.
20. If required before the payment of final bill, the contractor shall also produce certificate from the income tax authority that all the income tax payable up to date had been paid.
21. The contractor shall also note that they must offer employment to Ex-serviceman and unemployed agricultural labours as far as possible.
22. The contractor shall not employ the labours who are below 14 years during the works.
23. The contractor shall abide contract labour regulations of the Public Works Department issued by the Tamil Nadu Government.
24. 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.
25. On evaluation of tender if it is found that if the overall quoted amount is less than 5% to 15% of the value put to tender, the contractor shall pay additional security at 2% of the estimate value. If the tender discount exceeds 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimated amount. Similarly, in case if the tender quotes rates at minus 15% and above then the department value, he should enclose the additional security deposit at 50% of the difference in value of the departmental value and the quoted value, in the manner as

specified under 14(1) of Tamil Nadu Transparency in Tenders Rules - 2000 in addition to earnest money and security deposit (As per the Engineer-in-Chief (Building) and Chief

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Engineer (Building) P.W.D Chennai Region, Chennai-5 circular Memo No HDO (A)/13205/2011/Dt.5.5.2011. Failure to furnish. (As per the G.O.Ms.No.555 PW (G2) department Dt.17.11.1999).

**26.** The Contractors registration will be automatically cancelled in case he does not participate if any tender for continuous period of Two years. If the contractor does not submit the tender after purchasing tender forms in three consecutive tender, his registration shall be cancelled, this clause will be implemented wherever necessary and applicable.

**27.** The Contract value quoted should be inclusive of all taxes and duties as applicable.

**28. Risk Insurance:**

The work under the contract shall be maintained at the contractor's risk. The contractor shall according arrange his own insurance against natural calamities, Rains and other acts of God during such period and the Government shall not be liable for any loss or damage (vide clause 47 of General Conditions of contract as amended).

**29. Safety code:**

The safety measure on all amenities or the labour shall be made by the contractors at his cost indicated in the safety code vide appendix to General conditions to contract and clause 34,34,and 42.1 to 42.6 General condition to contract.

**30. Recovery of dues under revenue recovery act:**

If any amount fails due from the contractor on account of his contract, even after recovering from the bills for this works and any other contract awarded to the contractor then the amount is liable to be recovered under the provisions of Revenue Recovery Act.

**31.** The Executive Officer, Arulmigu Moongilani Kamatchiamman Thirukoil at Devathanapatii reserves the right to reject any or all the tenders without assigning any reasons therefore and is not bound to accept the lowest offer.

**32.**

- a. Separate tender should be submitted for each work in separate sealed cover super scribing the Tender number and due date with time on each cover.

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- b. If the cover containing each tender is not sealed then the officer concerned is entitled to reject the offer out rightly without opening the unsealed cover.

As amended in the annexure

**33.** The tender should furnish the copy of Good and Services Tax (GST) Registration Number.

**34.** In case of price tender (Rate tender) the tender shall quote the rate and price (Both in figures and words) for all the items of the works described in the Bill of Quantities Excluding GST along with sum of the quoted tender value excluding GST at the end (both in figures and words).

**35. GST Rates at 12% for works contract:**

Government of India has notified vide notification No.20 / 2017 central Tax (rate) dated 22<sup>nd</sup> August 2017 and notification No.24 / 2017 central Tax (rate) dated 21<sup>st</sup> September 2017, the concessional rate of the Goods and Service 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 Service 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 tender for construction cost / electrical works cost (excluding GST) specified in the bill of quantities, subject to GST rate applicable from time to time as recommended by the GST council.

**36. Input Tax Credit (ITC):**

- a. As per notification 202, dated 29.06.2017 and as per sub-section (2) of section 7 of the Tamil Nadu Goods and Service Act 2017, (Tamil Nadu Act 19 of 2017) activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service.
- b. As per chapter IX (section 41) of the Tamil Nadu Goods and Services Act 2017, every registered persons may be entitled to take the credit of eligible Input Tax, as self- assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit register.

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- c. As per revised schedule of rates for 2017 – 2018 dated 21.10.2017, under General Note 8 (IX), the contractor is eligible to get refund of excess tax paid or liable to pay tax for this contract work.

**37. Total Tender price:**

The total tender price will be the cumulative of value quoted for construction / providing (Total Basic price + GST).

**38. Payment:**

Part or complete payment will be made only on satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurement and check measurement by the Engineer in the measurement book.

The concept of tax Deduction at source (TDs) was there in the erstwhile vat laws GST law also mandates Tax Deduction at source (TDS) vide section 51 of the CGST/SGST Act 2017 and section 20 of the IGST Act, 2017 and section 21 of the UTGST Act, 2017 GST Council in its 28<sup>th</sup> meeting held on 21.07.2018 recommended the introduction of TDS from 01.01.2018.

For every bill, 12% of GST will be paid to the contractor based on the value of work done for construction by the employer for the works up to Rs.2.50Lakh. After the payment including 12% of GST the contractor should pay the GST Amount to government through his GST Registration Number.

In case of the bill value exceeds Rs.2.50 lakh, then for every bill, 10% of GST will be paid to the contractor based on the value of work done for construction by the employer and the remaining 2% GST (1%CGST&1%SGST) will be deducted in each and every bill and the same will be credited in to government account by the Employer After the payment including 10% of GST the contractor should pay the GST, amount to government through his GST Registration Number. Also the contractor needs to submit the material purchase bill mentioning the name of the work /s in the package and GST Number to the employer.

The amount deducted as tax under this section shall be paid to the government by the employer within ten days after the end of the month in which such deductions is made along with a return FORM GSTR-7 giving the details of deductions and deductees.

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contractors further, the employer has to issue a certificate to the deductee (contractor) mentioning there in the contract value, rate of deduction, amount deducted etc.

**39.**

**a.** AS per the Act, every deductor shall deduct the tax amount from the payment made to the supplier of goods of services or both and deposit the tax amount so deducted with the government account through NEFT to RBI or a cheque to be deposited in one of the authorized banks, using challan on the common portal. In addition, the deductors are entrusted the responsibility of filling return in Form GSTR-7 on the common portal for every month in which deduction has been made based on which the benefit of deduction shall be made available to the deductee. All the DDOS in the Government, who are performing the role as deductor have to register with the common portal and get the GST Identification Number (GSTIN).

**b. First bill payment:**

“As the time of payment for first running account bill the contractor should produce the GST paid details on goods (materials) to the employer for ITC”.

**c. Intermediate Bill payment:**

“ As the time of payment for next running account bills the contractor should produce the GST paid details of services up to previous bill payment (i.e. GST paid details for the previous work bill) along with input tax credit (ITC) availed at the time of payment of intermediate bill to the employer.”

**d. Final bill payment:**

“The contractor should produce the GST paid details for all the materials used for construction work and GST paid details of services for the up to previous payment (i.e. GST paid details for the up to previous work bill) to the Employer along with input Tax Credit (ITC) availed the time of payment of final bill to the employer.”

**e. Submission of GST paid details of Final Bill:**

“The GST paid details for the final work bill payment of construction work to be submitted by the contractor to the employer in few days after getting payments”

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**40. Minimum criteria for qualification:**

The Applicant should produce Income Tax Clearance Certificate valid for current period. VAT “verification Certificate. (i.e. previous assessment year) and “TIN” number having validity and copy of Goods and Service Tax (GST) Registration Number.

**41. In schedule of rates and approximate quantities:**

- a. The quantities given here are those upon which the lump sum tender cost of work is based, but there are subjected to alternations omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates excluding GST Amount, quoted below are those governing payments for extras or deductions or omissions according to the condition of the contract, as set forth in the preliminary specifications for roads and bridges with the MORTH specifications and other conditions of specification of the contract.
- b. It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawings or as may be ordered from time to time by the collector and the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary or contingent works concerned therewith. The rates quoted excluding GST amount are for the finished works in suit and complete in every respect.

**42. In bill of Quantities, preamble:**

The rates and prices tendered in the priced bill of quantities shall, except in so far it is otherwise provided under the contract include all constructional plant, labour, supervision, material, erection, maintenance, insurance, profit, taxes and duties (except GST), together with all general risks, liabilities and obligations set out in the contract. The GST amount will be calculated at 12% of sum of the bid value (excluding GST) quoted by the bidder for construction cost specified in the bill of quantities. The bill of quantities should include GST (Goods and Services Tax) Amount.

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#### **43. Goods and Services Tax (GST) Registration and addition of GST in bills:**

The contractor should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The central Goods and Services (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) on works contractors for Government works was finally notified at 12 percent. As per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.

#### **CONDITION TO ACCOMPANY THE AGREEMENT**

1. The work should be carried out strictly in accordance with the Public Works Department specifications, B.I.S., I.E.R., and as per the general conditions of contract.
2. The work should be carried out in co-operation with the occupants of the buildings. Buildings which are occupied may not be made available for carrying out the work uninterrupted throughout the day.
3. The contractor(s) shall not employ labour below the age of 14 years and shall also note that he / they will offer employment to Ex-servicemen, Ex-toddy tappers and unemployment agricultural labour as far as possible.
4. No part of the contractor shall be sublet without the written permission of the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti shall transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
5. The quantities given here are those, upon which the total is based, but they are subject to alterations, omission, deduction or additions as provided for in the general conditions of contract and do not necessarily show the actual quantities of work to be done. The unit rates noted on the schedule "A" are those governing payment for extras or deductions or omissions according to the conditions of the contract as set forth in the preliminary specification from time to time by the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti and the cost calculated by measurement or weight at the respective prices without any addition charges for any necessary or contingent works connected therewith. Threats quoted are for works in site and complete in every respect.

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6. Payment will be made on detailed measurement basis only. Any of the items in the schedule may be omitted or radically altered. No change in rate shall become payable to contractors on account of such omission or variations in quantities.
7. While making payment for the work done the Income Tax will be deducted in the bills as per orders of Government.
8. Time shall be considered as the essence of the agreement and the contractor hereby agrees to commence the work as soon as this agreement is accepted by the competent authority as defined in the Tamil Nadu Public Works Department code, the site (or) premises is handed over to him / them provided for in the said condition and agreed to complete the work within 60 days the date such handing over of the site / premises and to show progress as defined in the statement “rate of progress” with necessary provision for extension of time contained in clause 57 of the standard preliminary section.
9. If at any time the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti shall be of the opinion that the contractor(s) is delaying the commencement of the work or violating rate of the progress of work defined in the statement “rate of progress” in the “Articles of agreement”, the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti shall advice the contractor(s) in writing and at the same time demand compliance. If the contractor(s) neglects to comply with such demand within 7 days after the receipts of such notice, it shall then or at any time thereafter be lawful for the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti for termination of the contract. Such determination shall carry with it the forfeiture of security deposit and total of the amount withheld from the final bill together with value of amount of such work as may have been executed and not paid for such proportion or such total sum as will be assured by the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti.
10. The electrification of the building will be deemed to be completed only if the items of works including finishing item of work / merger testing item of work is contemplated herein are executed.
11. The contractor(s) shall be liable to set right all defects arising out his / their faulty electrification (or) faulty execution (or) sub-standard work noticed during the twelve month from the date beneficial use of the electrical installation at his cost.

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12. The contractor(s) should be present at the premises at the time of connection of the installation to the mains and afford all facilities for the testing connections if it is found necessary.
13. All the materials to be used in the work should be of best quality and having ISI mark and approved for use for each type of materials on work will be obtained from the Departmental Officials before execution / use.
14. The contractor(s) shall make his / their own arrangements to transport the materials to the work spot at his / their own cost.
15. The contractor(s) is bound for recovery under Revenue Recovery Act any liabilities under this contract.

**16. Arbitration:**

The Arbitrator for fulfilling the duties set forth in the arbitration clause of the standard preliminary specification shall be the Buildings Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti for the value of claim up to Rs.50,000/- the parties will seek remedy through the competent civil courts.

**17. Standard Specification:**

For detailed description of various items of work to be executed in addition to the brief given in the schedule and for the rights and obligation of the contractors etc., the attention of the contractors invited to Tamil Nadu buildings practice which should be followed in all respect both in letter and spirit. The material used, the workmanship, the mode of execution of the work, Electrification of the work etc., at conform relevant specification of T.N.E.B. / National buildings code / Indian Standard Specification / I.E. as may be applicable.

**18. Risk Insurance:**

The work under the contract shall be maintained at the contractor's risk until the work is taken over by the Department Engineer. The contractor shall accordingly arranged his own Insurance against all natural calamities, fire and other liable for any lose 47 of General conditions to contract as amended.

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19. The said conditions shall be read and constructed as forming part of this agreement and the parties hereto will be respectfully abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively.

**20. Recovery of dues under Revenue recovery act:**

Whenever any amount has to be paid the contractor in view of the determination of the contract by virtue of clause 57.4 or any amount that may become due from the contractor under these present and the contractor is not responding to the demands for the payment of the said amount, then the Government shall be entitled to recover the said amount under the provision of the Tamil Nadu Revenue Recovery act 1864 (Tamil Nadu Act V of 1864).

21. The general arrangement drawing of the transformer / Substation / Schematic line diagram etc., wherever required be prepared in pent plicate showing the details of all the equipment / circuits and CEIO's approval obtained, Assistance, if required, will be rendered to the contractor by the Department. The Department will bear the inspection fee payable to the CEIG.

22. Extract of proposed amendments, proposed amendment to clause 69.1 of General condition contract based on orders issued on G.O. MS. No.2152/PWD/ dt.19.06.1990. Specification now proposed:

**Clause 69 – 1of General condition of contract:**

In case of any dispute or difference between the parties of the contract either during the progress or after the completion of works or after determination, abandonment for arising there. Under except as to the matter left to the sole discretion of the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti under clause 18, 19, 25, 3-27-1, 34, 35 and of general conditions of contract or as to the withholding by the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti of the payment of any bill to which the contractor may claim to be entitled then either party shall forth with give the or such of difference and dispute or difference to be and is hereby referred to the arbitration of the per intending Engineer of the nominated circles mentioned of the articles of agreement (herein after called the arbitrator) in case where the value of claim is less than or up to Rs.50,000/-.In case where the value of claim up to Rs.50,000/- the parties will seek remedy through the competent civil courts.

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23. The tender should furnish the copy of goods and service tax (GST) registration number.

24. In case of price tender (rate tender) the tender shall quote the rates and price (both in figures and words) for all the items of the work described in the bill of quantities excluding GST along with sum of the quoted tender value excluding GST at the end (both in figures and words).

**25. GST rates at 12% for works contract:**

Government of India has notified vide notification No.20 / 2017 central Tax (rate) dated 22<sup>nd</sup> August 2017 and notification No.24 / 2017 central Tax (rate) dated 21<sup>st</sup> September 2017, the concessional rate of the Goods and Service 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 Service 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 tender for construction cost / electrical works cost (excluding GST) specified in the bill of quantities, subject to GST rate applicable from time to time as recommended by the GST council.

**26. Input Tax Credit (ITC):**

- a. As per notification 202, dated 29.06.2017 and as per sub-section (2) of section 7 of the Tamil Nadu Goods and Service Act 2017, (Tamil Nadu Act 19 of 2017) activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service.
- b. As per chapter IX (section 41) of the Tamil Nadu Goods and Services Act 2017, every registered persons may be entitled to take the credit of eligible Input Tax, as self- assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit register
- c. As per revised schedule of rates for 2017 – 2018 dated 21.10.2017, under General Note 8 (IX), the contractor is eligible to get refund of excess tax paid or liable to pay tax for this contract work.

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**27. Total Tender price:**

The total tender price will be the cumulative of value quoted for construction / providing (Total Basic price + GST)

**28. Payment:**

Part or complete payment will be made only on satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurement and check measurement by the Engineer in the measurement book.

The concept of Tax Deduction at source (TDS) was there in the erstwhile VAT laws. GST law also mandates Tax Deduction at source (TDS) vide section 51 of the CGST / SGST Act 2017, Section 20 of the IGST Act, 2017 and section 21 of the UTGST Act, 2017. GST council in its 28<sup>th</sup> meeting held on 21.07.2018 recommended the introduction of TDS from 01.10.2018.

For every bill, 12% of GST will be paid to the contractor based on the value of work done for construction by the employer for the works up to Rs.2.50 lakh. After the payment including 12% of GST, the contractor should pay the GST amount to Government through his GST Registration Number

In case of the bill value exceeds Rs.2.50 lakh, then for every bill, 10% of GST will be paid to the contractor based on the value of work done for construction by the employer and the remaining 2% GST (1%SGST & 1% SGST) will be deducted in each and every bill and the same will be credited in to Government Accountant by the employer. After the payment including 10% of GST, the contractor should pay the GST amount to Government through his GST registration number. Also the contractor needs to submit the material purchase bill mentioning the name of the works in the package and GST number to the employer.

The amount deducted as tax under this section shall be paid to the Government by the employer within ten days after the end of the month in which such deduction is made along with a return in FORM GSTR-7 giving the details of deduction and deducted i.e. contractors. Further, the employer has to issue a certificate to the deductee (contractor) mentioning therein the contractor value, rate of deduction, amount deducted etc.,

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29.

a. As per the Act, every deductor shall deduct the tax amount from the payment made to the supplier of goods or services or both and deposit the tax amount so deducted with the Government account through NEFT to RBI or a cheque to be deposited in one of the authorized banks, using challan on the common portal. In addition, the deductors are entrusted the responsibility of filling return in FORM GSTR-7 on the common portal for every month in which deduction has been made based on which the benefit of deduction shall be made available to the deductee. All the DDos in the Government, who are performing the role as deductor have to register with the common portal and get the GST identification number (GSTIN).

b. **First bill payment:**

“At the time of payment for first running account bill, the contractor should produce the GST paid details on goods (materials) to the employer for ITC”.

c. **Intermediate bill payment:**

“At the time of payment for next running account bills, the contractor should produce the GST paid details of services up to previous bill payment (i.e. GST paid detail for the previous work bill) along with Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer”.

d. **Final bill payment:**

“The contractor should produce the GST paid details for all the materials used for construction work and GST paid details of services for the up to previous payment (i.e. GST paid detail for the up to previous work bill) to the employer along with Input Tax Credit(ITC) availed at the time of payment of final bill to the employer”.

e. **Submission of GST paid details of final bill:**

“The GST paid details for the final work bill payment of construction work to be submitted by the contractor to the employer in few days after getting payment”.

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**30. Minimum criteria for qualification:**

The application should produce Income Tax Clearance certificate valid for the current period. VAT verification certificate (i.e. previous assessment year) and “TIN” number having validity and copy of Goods and Services Tax (GST) Registration number.

**31. In Schedule of rates and approximate quantities:**

- a. The quantities given here are those upon which the lump sum tender cost of work is based, but there are subjected to alternations omissions, deductions or addition as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates excluding GST Amount, quoted below are those governing payments for extras or deductions or omissions according to the condition of the contract, as set forth in the preliminary specifications for roads and bridges with the MORTH specifications and other conditions of specification of the contract.
- b. It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawings or as may be ordered from time to time by the collector and the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary or contingent works concerned therewith. The rates quoted excluding GST amount are for the finished works in suit and complete in every respect.

**32. In bill of Quantities, preamble:**

The rates and prices tendered in the priced bill of quantities shall, except in so far it is otherwise provided under the contract include all constructional plant, labour, supervision, material, erection, maintenance, insurance, profit, taxes and duties (except GST), together with all general risks, liabilities and obligations set out in the contract. The GST amount will be calculated at 12% of sum of the bid value (excluding GST) quoted by the bidder for construction cost specified in the bill of quantities. The bill of quantities should include GST (Goods and Services Tax) Amount.

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**33. Goods and Services Tax (GST) Registration and addition of GST in bills:**

The contractor should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The central Goods and Services (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) on works contractors for Government works was finally notified at 12 percent. As per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.

- 34.** It is to be expressly understood that the measured work is to be taken not (Now-withstanding) any custom or practice to the country according to the actual quantities when in place and finished according to the specifications or any as may be cost calculated by measurement or weight at the respective prices without any addition charge for any necessary or contingent works connected there with. The rates quoted are for works in site and complete in every respect.
- 35.** The work contract assigned to the contractors shall be canceled if they engage child labour in excluding works and such contractors should be block listed for three years.
- 36.** The field officer should ensure the quality of the electrical by sending sample material supplied by the contractor for testing at the Government or authorized Government testing laboratories at different stages.
- 37.** The gate pass / delivery challan with test certificate should be produced for verification by field officers for supply of materials.
- 38.** Percentage of payment to be withheld for the affective performance of the contract, provided that the withheld amount is not exceeds 5% (Five Percent) of the total value of the contract.
- 39.** On evaluation of tender if it is found that if the overall quoted amount of the tender is less than 5 to 15% of the value put to the tender, the contractor shall pay additional security at 2% of the estimated value. If the tender discount exceeds 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and the estimated amount. Similarly in the case if the tenderer quotes rates at minus 15% and above then the department value, he should enclose the addition security deposit at 50% of the difference in value on the department value and the quoted value in the manner as specified under 14(1) of Tamil Nadu Transparency in tenders rules 2000 in

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addition to earnest money and security deposit (As per the Engineer- in – Chief (Buildings) and Chief Engineer (Buildings) PWD, Chennai region, Chennai -5. Circular memo No.HDO (A) / 13205/2011/ dt.05.05.2011. Failure to furnish the additional security deposits within 15 days from the date of receipt of acceptance order and execute the agreement shall detail cancellation of award of contract and forfeiture of EMD furnished. (As per the G.O. Ms.555 PW (G2) department dt.17.11.1999).

**40.** Whenever the withheld amount reaches Rs.1000 or a multiple thereof of the contractors may at his option deposit with the Executive Engineer, an equal amount in sums of Rs.1000/-off in multiple thereof, in any of the forms interest bearing securities recognized for the purpose by the Tamil Nadu Public accounts code subject to the provisions thereof contained in which case the equivalent withheld amount shall be paid to him forthwith the contractor will be permitted to exercise the option in the clause subject only to the condition that the rates of progress contained in the article of agreement is properly maintained G.O. MS.No.2569 dt.23.02.1970.

**41.** 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.

**42.** For slow progress of works / bad work / leaving the work incomplete shape, the department will take action to impose fine / penalty as per the Department rules.

**43. Guarantee:**

EI works equipments supplied by the contractor should be guaranteed for one year against any manufacturing defects or bad workmanship. If any faults occurred, the same should be rectified on the faulty materials should be renewed with new ones at free or cost during the guarantee period.

**44. Recovery of due under revenue recovery acts:**

Any amount fall due from the contractor on account of this contract even after recovering from the bills for this work and any other contract awarded to the contractor, then the amount is liable to be recovered under the provisions of Revenue Recovery Act.

**45.** The security Deposit and the withheld amount will be released after one year / from the date of last measurement date recorded in the M.Book.

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**DEPARTMENT PENALTY CLAUSE AS PER**

G.O.Ms.No.2559, Public Work Department, Dated: 25.12.1970  
Extract from the Tamil Nadu Buildings Practice Volume: II

- 56.** Delays in commencement of progress or neglect of work or suspension of work by the contractor and forfeiture of Earnest Money Security Deposit and withheld 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 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 be lawful for the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti to impose a penalty or forfeiture on the contractor from the deposit or to determine the contract.
- 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 Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti under this Clause is however subject to modification or waiver at the absolute discretion of any authority higher in rank than the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti.
- 3.** It shall be a further right of the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti 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 contractor 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 this circumstance be applied and any expenditure incurred on this account shall be recovered from the original contractor.
- 4.** Determination of the contractor referred to in clause 57.1 shall carry with it the forfeiture of the security Deposit. After determining the contract, the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti shall have the right to give any part of work to any other contractor in the unexecuted portion of the

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contractor in which case any expenses which may be incurred in excess of such amount which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor, and may be deducted from any money due to him by the government under this contract or any other account what so ever 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.

**5.** In the event of any one of the above clause being adopted by the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti, 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 of made any advance on account or with a view to the execution of the work of the performance of contract and in case action is taken under any of the provisions aforesaid and the contractor unless and until the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti has certified in writing the performance of such work and value, payable in respect thereof and he shall only be paid the value so certified.

**6.**In the event of the Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti, 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 wiring to the contractor, take possession of the works and site and all such plant and materials thereon (or any ground contingencies 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 notices shall have been give 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 able to make any payment to the contractor or 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 there of shall be final otherwise the government may be given 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

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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.

### **LIST OF APPROVED MATERIALS**

1. 5A and 15A flush type switches, ceiling rose, batter holder, 5A and 15A switch and socket combined 5A & 15A plug sockets etc.,  
KUNDAN / ANCHOR / DASPAN
2. Protection relays and Auxiliary relays.  
SIEMENS / L & T / ALSTHOM / CONTROLS & SWITCHGEAR
3. Fuse units.  
GEM / KUNDAN / ANCHOR / STANDARD / CONTROLS & SWITCHGEAR
4. Industrial type plug & sockets.  
HAVELLS / HAGER / FLICHER / BHARTIA CUTLER HAMMER LEGRAND
5. Instruments.  
AE / IMP / ENERCON / SECURE
6. CTs / PTs  
KAPPA / PRAGATHI / INSTRANS / AE
7. Control switch / Indication lamp / Push button.  
SIEMENS / TEKNIC / KAYCEE / L & T
8. Iron and metal clad switches and double break sheet metal switches with HRC fuses or rewirable fuses.  
GEM / KUNDAN / HPL / HAVELLS / STANDARD
9. Special type main switches cubical type.  
L & T / ENGLISH ELECTRIC / SIEMENS
10. Water tight bulk head fitting.  
PHILIPS / BAJAJ / CROMPTON GREAVES / K-LITE
11. L.T.U.G. cables and M.T.U.G. cables.  
TROPODUR (CCI) / UNISTAR / PARAGON / RALLISON / UNIFLEX / FINOLEX /  
HAVELLS / POLY CAB / RPG / V-M
12. Cable termination kits.  
RAYCHEM / BIRLA 3M / CCI / M-SEAL
13. Cable glands.  
COMET / PRABHAT / STANDARD
14. Cable trays & accessories.  
PROFAB / TEC
15. Rising mains.  
C & S, NERKUB GERUB, GE. KLOCKNER MOELL
16. Wiring cables PVC sheathed and unsheathed copper cables.

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KUDAN / RR CABLES / ORBIT / FINOLEX / ATLAS / Q-FLEX/ POLYCAB / INDO  
ASIAN / HAVELLS / L & T / RPG / ANCHOR / V.MARC ROOPA / DASPAN /  
TEKMAK / KEI

**17. Distribution Boards.**

KUNDAN / GEM / STANDARD / HPL / HAVELLS

**18. Fluorescent fitting.**

FIXOLITE / GLOLITE / ATLAS / DELTA / CROMPTON GREAVES / BAJAJ /  
WIPRO / HAVELLS / PHILIPS

**19. PL & CFL fittings, lamps**

PHILIPS / OSRAM / ANCHOR / CROMPTON / HPL / DASPAN

**20. Street light fluorescent fittings.**

FIXOLITE / GLOLITE / ATLAS / DELTA / CROMPTON GREAVES / BAJAJ /  
PHILIPS / WIPRO

**21. Decorative type fluorescent fittings.**

FIXOLITE / GLOLITE / ATLAS / DELTA / CROMPTON GREAVES / BAJAJ /  
PHILIPS / WIPRO

**22. Special type decorative box type and street light fittings.**

PHILIPS / CROMPTON GREAVES / WIPRO

**23. MCB, ELCB, RCCB.**

GEM / KUNDAN / STANDARD / HPL / HAVELLS / LEGRAND (MDS) / HAGER (L  
& T) / MERLINGERIN / AXIOM

**24. Moulded case circuit breaker.**

MERLIN GERIN / SIEMENS / ABB / SSG / GE

**25. Ceiling fans, exhaust fan, table fans, wall mounting fans and pedestal fans.**

CROMPTON GREAVES / USHA / ORIENT / BAJAJ / KHAITAN / HAVELLS /  
ROOPA / APEX LEHAR / ORTEM / ALMONARD

**26. Stepped electronic square type fan regulator and diameter type electronic square type fan  
regulator.**

ANCHOR DELUXE / CROMPTON GREAVES

**27. Storage type water heaters.**

VENUS / RACOLD ELAC

**28. Indoor VCB.**

EXCEL / STAL MAC

The makes specified if any in the agreement should be adopted during execution  
wherever applicable.

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### **SPECIAL CONDITIONS**

1. The name of work should be noted at the top of the sealed cover and the address of the tender should be specified on the left hand corner of the cover.
2. The sealed cover will be opened by the Executive Officer at this office at 4.30 P.M on 06.07.2022.
3. Tender without earnest money will not be accepted.
4. Income Tax clearance certificate valued for the current year should be produced along with the tender.
5. The Executive Officer, Arulmigu Moongilanai Kamatchiamman Thirukoil At Devathanapatti reserves the right to accept or reject any or all tenders without a signing any reasons what so ever.
6. The successful tenderer should agree to abide by all the rules of this department and must execute agreement after depositing 2% of the quoted amount as security deposit which will not carry any interest.
7. No materials will be supplied departmentally.
8. The contractor will be permitted for safe guarding the materials at site. The department will not allow any land for putting up labour sheds.
9. No part of the contract shall be submitted without written permission of the department nor shall transfer be made by power of attorney authorizing others to receive payment in contractor's behalf.
10. Materials conforming to the Indian Standard specification shall be used on the work and the tenderer shall quote his rate accordingly.
11. The tenderer should work out his own rates.
12. Income Tax will be deducted in the bill as per rules.
13. All other conditions in the T.N.S.S. and those current in this Department and those published in the notices from time to time by this Department should also be bidding upon the contractor.

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**14. Amount due from the contractor:**

Amount due from the contractor/contractors to the department will be received under the TamilNaduRevenue Recovery Act. (T.N.Act II of 1964)Authority G.O. Ms.No.465 Transport Department dt.22-7-78.

**15. Insurance:**

The contractor should take risk Insurance at their cost against losses due to unprecedented flood and other act of God (G.O. Ms. No. 626/Transport Dept, dt 22-7-78)

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## குழந்தை தொழிலாளர் முறையினை அகற்றுவதற்கான உறுதிமொழி

இந்திய அரசிலமைப்பு விதிகளின்படி கல்வி பெறுவது குழந்தைகளின் அடிப்படை உரிமை என்பதால் 14 வயதுக்குற்பட்ட குழந்தைகளை ஒருபோதும் எந்தவித பணிகளிலும் ஈடுபடுத்த மாட்டேன் எனவும் அவர்கள் பள்ளிக்கு செல்வதை ஊக்குவிப்பேன் எனவும் குழந்தை தொழிலாளர்கள் முற்றிலுமாக அகற்றிட சமுதாயத்தில் விழப்புணர்வு ஏற்படுத்துவேன் என்றும் தமிழகத்தை குழந்தை தொழிலாளர் அற்ற மாநிலமாக மாற்றுவதற்கு என்னால் இயன்றவரை பாடுபடுவேன் எனவும் உளமாற உறுதி கூறுகிறேன்.

Contractor

Executive Officer,  
Mongilannai Kamatchiamman Thirukoil  
Devathanapatty.

### **ADDITIONALSPECIALCONDITION**

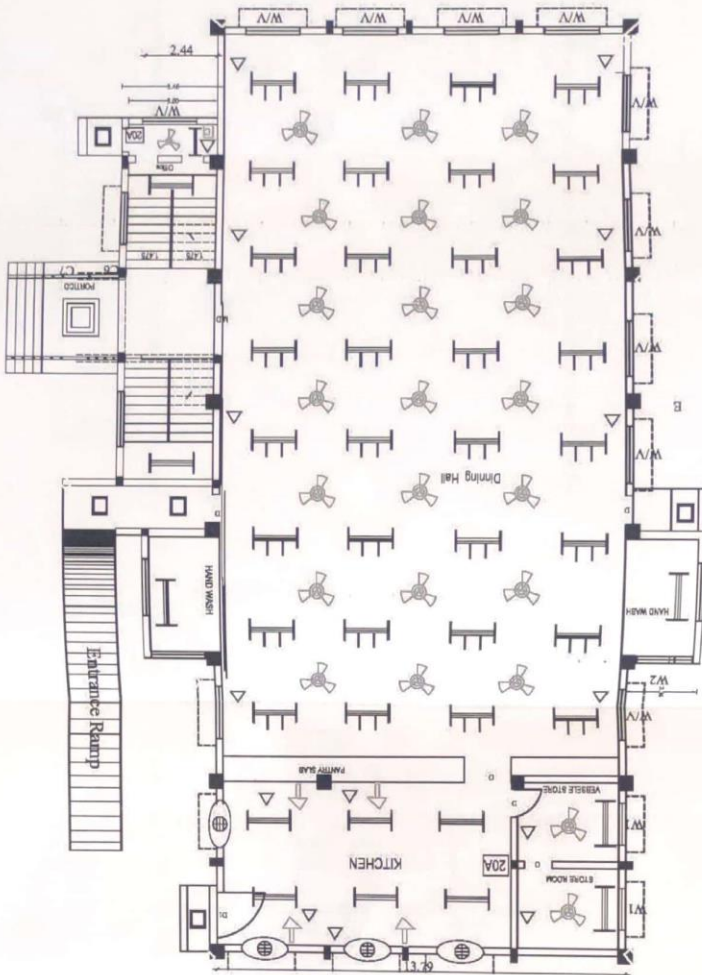
If the bid of the successful bidder is seriously unbalanced in relation to the departmental value put to tender of the cost of work to be performed under the contract the Executive Engineer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities to demonstrate the internal consistence of these prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Executive Engineer may require that any amount of the performance of additional security be increased of the expense of the successful bidder to a level sufficient to protect the Government against financial loss in the event of default of the successful bidder under the contract.

















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VEERAPANDI.

# Ground Floor Plan



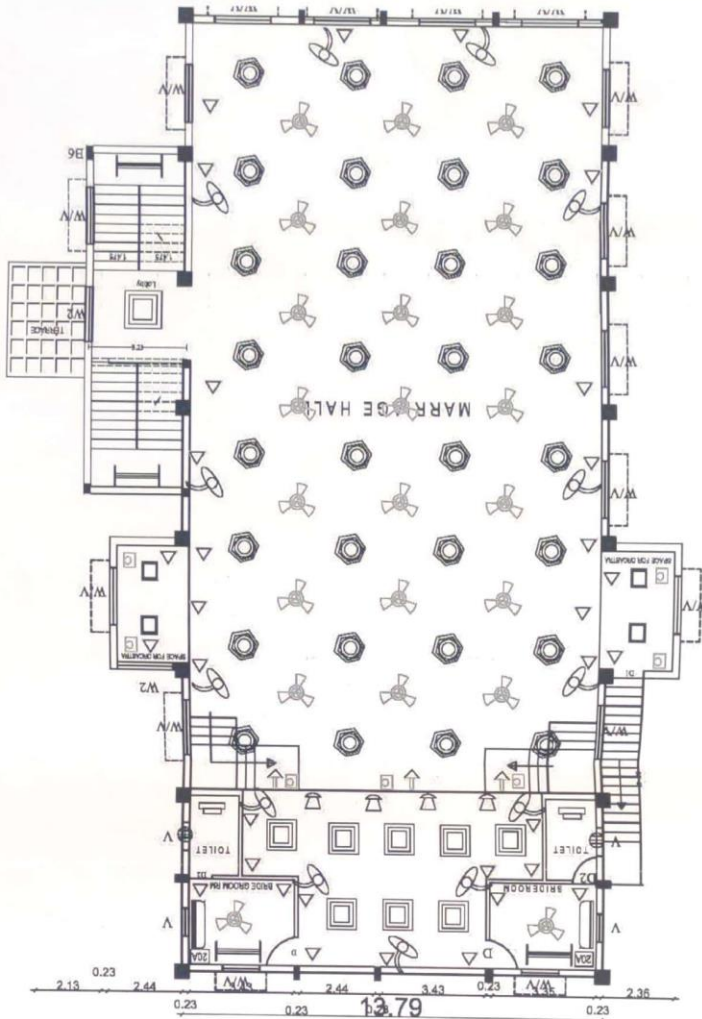
Symbol	Description
	4' 20W LED Fitting
	4' 40W LED Suspension Fitting
	12W Square Fitting
	15W WTBH Fitting
	2'x2' LED Surface Flat Fitting
	50W Low Bay Fitting
	70W Focus Fitting
	30W Street Light Fitting
	48" / 56" Ac.Ceiling Fan
	12" AC.Exhaust Fan
	15" AC.Exhaust Fan
	18" AC.Wall Fan
	5A Plug
	15A Plug
	25A MCB Protected Socket
	Computer Plug Set

Asst. Executive Engineer, (ELE)  
O/o Joint Commissioner,  
HR & CE Dept. Dindigul.

Executive Engineer, Electrical,  
O/o the Commissioner, HR & CE  
Chennai



# First Floor Plan



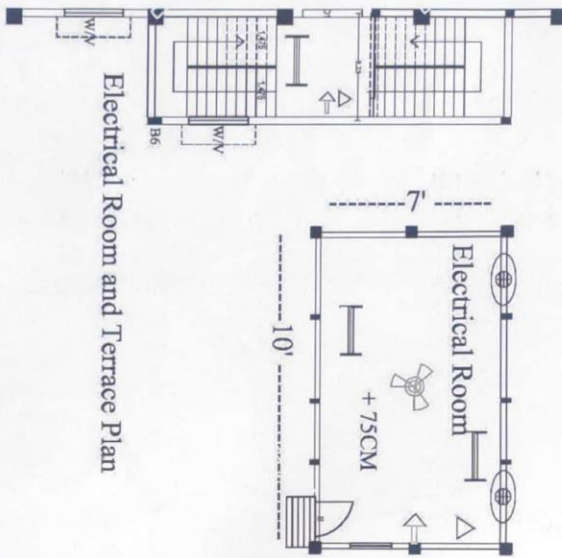
Symbol	Description
	4' 20W LED Fitting
	4' 40W LED Suspension Fitting
	12W Square Fitting
	15W WTBH Fitting
	2x2' LED Surface Flat Fitting
	50W Low Bay Fitting
	70W Focus Fitting
	30W Street Light Fitting
	48' / 56' Ac. Ceiling Fan
	12' AC Exhaust Fan
	15' AC Exhaust Fan
	18' AC Wall Fan
	5A Plug
	15A Plug
	25A MCB Protected Socket
	Computer Plug Set

Asst. Executive Engineer, (ELE)  
O/o Joint Commissioner,  
HR & CE Dept, Dindigul.

Executive Engineer, Electrical,  
O/o the Commissioner, HR & CE  
Chennai



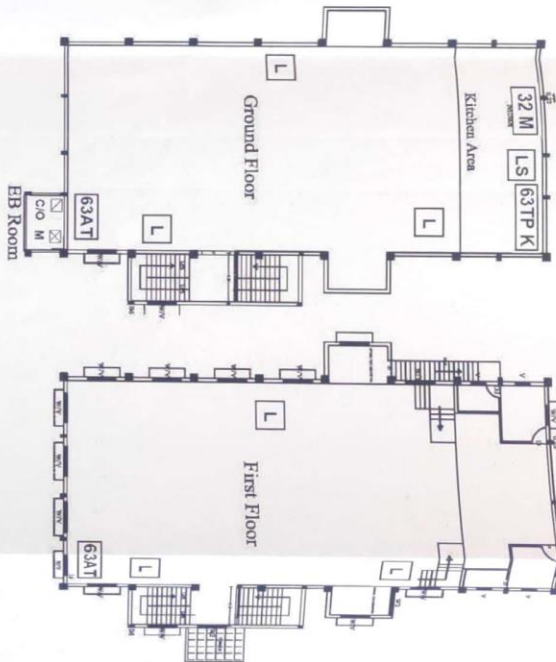
Terrace Floor Plan



Electrical Room and Terrace Plan

L	32A Light DB	<input checked="" type="checkbox"/>	100A TPDB
LS	32A Street Light LDB	C/O	100A Change Over Main
63TP K	63A Kitchen TPDB	<input checked="" type="checkbox"/>	Generator Standard Panel
32 M	32A Main for Pump	M	Meter Compartment
63AT	63A TPDB		

## Power Distribution Details



Asst. Executive Engineer, (E.E)  
O/o Joint Commissioner,  
HR & CE Dept. Dindigul.

Executive Engineer, Electrical,  
O/o the Commissioner, HR & CE  
Chennai