

**GOVERNMENT OF TAMIL NADU, P.W.D.,
Office of the Superintending Engineer, P.W.D.,
Buildings (C&M) Circle,
Chepauk, Chennai – 600 005.**

1. For and on behalf of the Governor of Tamil Nadu sealed tenders are invited for the work of :- “**Hire charges for Temporary Generator set of 500 KVA including stand by Generator sets for 44th Chess Olympiad at Mamallapuram in Chengalpattu District.**” by the Superintending Engineer, Public Works Department, Buildings (C&M) Circle Chennai-5 at his office upto 3.00 p.m on **22.07.2022** in person or by Registered Post. The tenders received will be opened by the Superintending Engineer, Public Works Department, Buildings (C&M) Circle, Chepauk, Chennai – 5 at 4.00 p.m. on the same day in the presence of the tenderers who choose to be present at that time. If the last day for receipt of tenders is declared as a Government holiday subsequent to the issue of this notice, the tenders will be received upto 3.00 p.m. of the next working day and opened at 4.00 p.m. on the same day.
2. Period of completion : **60 Days**
3. The Earnest Money Deposit (EMD) of **Rs.40,700/- (Rupees Forty thousand and seven hundred only)** will be accepted in the shape of Demand Draft of a Schedule Bank drawn in favour of the **Electrical Engineer, PWD., Electrical Division-II, Chennai-5** payable at Chennai or in the form of Kissan Vikas Pathra / National Savings Scheme / National Savings Certificate duly pledged in favour of the **Electrical Engineer, PWD, Electrical Division-II, Chennai-5**. The successful tenderer(s) who have remitted the Earnest Money Deposit in the form of Demand Draft has to convert the Demand Draft in to KVP / NSS / NSC as mentioned above for adjusting the Earnest Money Deposit against Security Deposit. The additional security deposit will be accepted in the form of KVP / NSC / NSS duly pledged in favour of the **Electrical Engineer, PWD, Electrical Division-II, Chennai-5**. Security Deposit in the form of Bank Guarantee will also be accepted.
4. PWD Registered Electrical contractor with Class II and above with ESB License and above License holders with Generator supplier/dealership only are eligible to participate in this tender.
5. The tenderer(s) whose tender is under consideration upon intimation being given to him / them in writing shall attend the office of the Superintending Engineer, Public Works Department, Buildings (C&M) Circle, Chepauk, Chennai – 5 for negotiation within the period specified therein failing which the tender will be rejected. The tenderer(s) whose tender is accepted upon intimation being given in writing shall execute the agreement by signing all documents connected therewith within fifteen days from the receipt of the intimation. Failure to do so shall entail forfeiture of the E.M.D.
6. The E.M.D. is liable to be forfeited if the tenderer withdraws his / their tender after acceptance of the tender.
7. Tenders not complying with clauses 1, 2, 4 and 5 will be rejected.
8. The Superintending Engineer, Public Works Department, Buildings (C&M) Circle, Chepauk, Chennai – 5 reserves the right to reject any or all the tenders received without assigning any reason whatsoever and the Superintending Engineer is not bound to accept the lowest tender.
9. Department will not take any responsibility for the delay / loss in transit of the tenders sent by the post.

Contractor's

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Superintending Engineer, PWD,
Buildings (C&M) Circle, Chennai-5.

**Office of the Superintending Engineer, P.W.D.,
Buildings (C&M) Circle
Chepauk, Chennai-600 005**

INSTRUCTION TO THE TENDERERS

1. The Engine shall conform to BSS 551 or IS 3046 and the alternator shall conform to BSS 5000 & IS 4722/1968.
 2. There ever not specified the materials, specifications duty factors of safety etc. of the components of the Generator set should conform to ISI specification.
 3. Conditional Tenders will be summarily rejected.
 4. Only the tender in complete in all respects for all items of works will be considered.
 5. The tender must be a specific clearly spelling out all the items of supply, labour etc., including the cost in unambiguous terms. If not, tenders will be summarily rejected.
 6. Any Tender clarification affecting the price structures after tender opening will not be considered.
 7. The Departmental officer reserves the right to reject any or all the Tenders received without assigning any reasons there of.
 8. Tenders with price variation clause will summarily be rejected. The price offered should be firm throughout the contract periods.
 9. **SECURITY DEPOSIT:** The successful Tenderer should furnish a Security Deposit 2% value of the contract in the form of N.S.C./Small Savings scripts / Deposits / Accounts duly pledged in favour of the **Electrical Engineer, PWD., Electrical Division-II, Chennai-5**. Bank Guarantee will be accepted. 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 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 estimate amount. 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 E.M.D furnished
 - 10 **SALES TAX/GST:** a. The contractor shall be solely responsible for the payment of GST/ Sales Tax under the provision of the Tamil Nadu General Act 1939 (Madras Act of 1939) as in force of the time being and the rates for the various items for the works shall remain unaffected by any change that may be made from time to time in the rate which GST / Sales Tax is payable.
 - 10)1. **The Basic price and G.S.T in % should be Quoted separately. The Tender without these details will be treated as invalid.**
 11. **ARBITRATION CLAUSE:**
The Superintending Engineer, PWD, **Buildings (C&M) Circle, Chepauk, Chennai-5 will be the Sole Arbitrator for disputes if any arising out of this contract.**
- UNIT RATES:** Unit rates shall be furnished for measurable items like ISI earthing CU flat, exhaust piping, cabling, giving end connection etc. The actual quantity used will be measured at the time of execution and the corresponding amount will be paid.
12. **COMPLETION PERIOD:** All the materials comprising Generator set control panel, cables, etc, should be delivered at site within 4 (Four) weeks from the date of receipt of order by the firm. The erection, testing and commissioning of Generator Set etc, should be completed within 4 (Four) weeks from the date supply of materials by the firm (or) 4 (four) weeks from the date of handing over the Generator room.

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13. Tenders received in time alone will be considered. Telegraphic tenders will not be considered.
14. **VALIDITY:** The Tender should be valid for 90 days from the date of opening of the tender.
15. Previous experience in the field of supply and erection of generator sets may be mentioned while quoting. The leaf-lets, literature and catalogues of the Generator, Control panel should be enclosed.
16. The successful Tenderer at his own experience shall supply all equipments, materials and labour to the work site to the efficient execution of work.
17. Necessary permits or the License if any required shall be arranged for by the tenderer and the Departmental will not take any responsibility or recommendation for the permits etc.
18. The work shall be carried out strictly in adherence to the Indian Electricity Rules, Indian Electricity Acts & Public Works Department Specification.
19. The work shall be carried out in co-operation with the occupying Department.
20. Necessary drawing for the physical layout of the Generator Set panel, electrical schematic Line Diagram, Circuit diagram for the control panel and connected M.V. diagrams should be prepared and got approved by the Chief Electrical Inspectorate to Government, Guindy, Chennai - 32. As before commissioning of the Generator set by the Tenderers. The inspection charges payable to C.E.I.G will be by the Department.
21. A list of spares for diesel engine and alternator for period of 2 (Two) years shall be given separately with their costs (THESE COSTS NEED NOT BE INCLUDED IN THE TENDER RATE).
22. **GUARANTEE:** The Generator set, control panel etc, should be guaranteed against the faulty design, material manufacture, workmanship etc, for a period of one year from the date of handing over the plant in perfect working conditions. The Guarantee should cover the replacement of defective parts and transport charged for taking the defective materials to the COMPANY/ ANY/ FACTORY and bringing them back to the site, should be to the account of contractor. Break down calls during the guarantee period should be attended to at free of cost. If ANY TIME during GUARANTEE PERIOD, if the Generator set and control panel etc is out of order for more than a month at a time, then the GUARANTEE PERIOD will be extended by the period reckoned from the date the Generator set went out of order to the date when it was recommissioned.
23. Tenderer may inspect the place at their cost, before quoting if desired.
24. The Tenderer are requested to go through the enclosed specific requirements, terms and conditions etc. carefully and the quote. The tenderer should give the Tender in a SEALED COVER super scribing the name of work and the Tender due date and time.
25. The tenders must be submitted before 3.00 pm on the due date and tenders will be opened by 3.30 pm on the opening date in the presence of such of those tenders who are present at the time of opening.
26. The offer made should be for delivery of materials at site erecting the same, testing and commissioning the Generator set to the entire satisfaction of the Department.
27. The Department Tender schedule as purchased should be returned with its contents duly filled and signed along with the Tender.
28. Any change or disfigurement caused by the Tenderer to the Building during the execution of the work should be made good at the tenderer's cost.
29. Unless otherwise specified the conditions put forth in the general specifications for electrical works and special condition for Electrical Works P.W.11 (2) and P.W.11(2) will hold good.
30. Five (5) sets of General arrangements, Drawing and Electrical wiring diagram for control panel, M.V Drawing etc., and 2 (Two) sets of maintenance instruction manual with spare parts list should be supplied along with 2 (Two) sets of General Guide lines for operation, among which one copy should be neatly framed for keeping it in the plant room.

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31. The list of tools required for the maintenance and operation of Generator set, which will be supplied at the time of commissioning the set, should be furnished in detail.

32. Work done by the Department:

- Construction of Generator room.
- Provision of cable trenches inside the Generator room
- A temporary 3 phased power supply and water supply at free of cost for erection and commissioning of the Generator set.
- Storage place for the machineries and other materials during erection.
- 400/440 Volts 3 phases A.C. supply will be terminated at or near the Generator room.
- Lighting will be provided inside the Generator room.

33. The contractors registration will be automatically cancelled in case he does not participate in any Tender for continues period of two years. If the contractor does not submit the tender after purchasing tender forms in three consecutive tenders, his registration shall be cancelled.

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**Office of the Superintending Engineer, P.W.D.,
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PROFORMA- III

Name of Work: Hire charges for Temporary Generator set of 500 KVA including stand by Generator sets for 44th Chess Olympiad at Mamallapuram in Chengalpattu District.

Is the office in conformity with the Department
Technical specifications if not specify the deviations. YES / No

Details for the components.

MAKE MODEL
CAPACITY in KW / KVA

a) ENGINE

b) ALTERNATOR

Time required for erection, testing commissioning
And handing over from the date of handing over of
Site.

Is the Tenderer agreeable to the Departmental terms
of payment YES / NO

Is the price quoted firm till the completion of work YES / NO

Whether the material will be delivered at site FREE
of charge YES / NO

Is the Tender valid for 90 (Ninety) days YES / NO

Whether the latest Income Tax clearance Certificate
enclosed YES / NO

Whether the Guarantee period offered is as per
Departmental requirements. YES / NO

Is the offer inclusive if Erection work YES / NO

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Is the Tender agreeable to Department penalty Clause and departmental Arbitration Clause.

YES / NO

Whether the Tenderer has returned the Tender Schedule as purchased after duly filled up and Signed the same along with the tender.

YES / NO

Whether the tenderer has enclosed EMD as specified.

YES / NO

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SUMMARY SCHEDULE
(To be furnished by the Tenderers)

1. Is the offer is in Conformity with the departmental, technical Specification. : Yes / No
2. Brand name and capacity / size of components proposed to be used. :
(a)
(b)
(c)
3. Completion Period
a. Time required for the supply of materials :
b. Time required for the execution of work :
c. Total completion period :
4. Is the tenderer agreeable for the departmental terms of payment. : Yes / No
5. Is the tenderer agreeable to furnish 2% of the contract value as Security Deposit in the shape of NSC, Small Savings Scripts / Deposits / Accounts. : Yes / No
7. Is the latest income tax clearance certificate enclosed. : Yes / No
8. Is the quoted price inclusive of minor Builder work required. : Yes / No
9. Is the quoted price inclusive of scaffolding required for the work. : Yes / No

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SUMMARY SCHEDULE
(To be furnished by the Tenderers)

- | | | | |
|-----|---|---|----------|
| 10. | Is the quoted price firm until the completion of work. | : | Yes / No |
| | | | |
| 11. | Is the tenderer agreeable for the departmental penalty clause. | : | Yes / No |
| | | | |
| 12. | Is the work guaranteed for 12 months with free monthly servicing. | : | Yes / No |

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PARTICULARS TO BE FURNISHED BY THE TENDERER.

1. Name of Tenderer with Address :

2. Name of Work :

3. Date of Tender :

4. Total value of Tender :

5. Details of EMD enclosed & its validity :

6. Registered class of the tenderer with
Monetary limit & 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) :

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9. Command of labour in brief :
10. Turn over in previous Year :
11. Whether Income Tax clearance
Certificate enclosed. If not when
It will be produced. :
- 12 (I). Sales Tax / GST Registration Number :
- (II) Whether sales Tax/ GST clearance certificate
is enclosed. If not, when it will be
produced. :
13. Technical Assistant Details :
- I (I) Name :
- (ii) Qualification (copy should be enclosed) :
- (iii) Experience certificate :
- II (I) Name :
- (ii) Qualification (copy should be enclosed) :
- (iii) Experience certificate :
- (or)
- (i) Name
If retired electrical Engineer, Designation
& 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 & enclosed with the Tender during submission of the Tender.

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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 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 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 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 contractor 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 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 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.

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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.

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 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 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 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 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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GST RATES AT 12% FOR WORKS CONTRACT

Government of India has notified vide Notification No. 20 / 2017 – Central Tax (Rate), dated 22nd August, 2017 and Notification

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.

a) As per Notification 202, dated 29.06.2017 and as per sub-section

(2) of Section 7 of the Tamil Nadu Goods and Services 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 ledger.

c) As per PWD Revised SOR under General Note, 8 (ix), the Contractor is eligible to get refund of excess tax paid over or liable to pay tax for this Contract Work.

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