

**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 Government of Tamil Nadu sealed tenders are invited for the work of **Providing Temporary 11 KV HT installation with 2 Nos. 500 KVA Transformers for the 44th Chess Olympiad in Mamallapuram at 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 3.30 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 3.30 p.m. on the same day.

2. Period of completion : **60 Days**

3. The Earnest Money Deposit (EMD) of **Rs.66,000/- (Rupees Sixty six thousand 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. **The contractors possessing valid EA and above license issued by Electrical Licensing Board, Tamil Nadu and registered as a contractor Class-I in this Circle level jurisdiction /State level jurisdiction Electrical Contractor of Public Works Department with similar experience in the Government department are alone eligible to participate in the 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

-sd/-
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**

CONDITIONS TO ACCOMPANY THE TENDER

Name of work: :- Providing Temporary 11 KV HT installation with 2 Nos. 500 KVA Transformers for the 44th Chess Olympiad in Mamallapuram at Chengalpattu District.

The work should be carried out strictly in accordance with the specifications of Public Works Department, BIS and IER and as per the general conditions of contract.

1. 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.
2. Corrections, if any, in the tender should be attested with dated initial of the tenderer. The rates should be filled in words and figures. If there is any variation between rate in words and figures, the least will only be taken.
3. Only the Basic Price should be quoted for all the items.
4. The tender conditions should also be returned along with the tender duly signed by the tenderer in all the pages
5. The Superintending Engineer reserves himself the right to reject any or all the tenders received or to drop any of the proposals without assigning any reasons.
6. The tender should be valid for a period of **Ninety days** from the date of tender.
7. The date of intimation by the Assistant Executive Engineer (Electrical) concerned shall be deemed to be the date of commencement of the work.
8. Failure to remit the required security deposit and enter into agreement within the prescribed period of intimation of acceptance of tender, shall entail forfeiture of the Earnest Money Deposit.
9. All the materials to be used in the work should be of best quality with I.S.I. mark for which BIS have prescribed the specification/code. Approval for use for each type of materials on any work should be obtained from the **Electrical Engineer, P.W.D, Electrical Division-II, Chennai-5** before use on work.
10. The contractor shall make his own arrangements to transport the materials to the work spot at his risk and cost. The contractor shall be responsible for the safe custody and storage of the materials under dry conditions near the work spot as approved by the Superintending Engineer.
11. The contractor shall be liable to set right all defects arising out of the faulty execution (or) sub- standard work noticed during the Twelve months period from the date of bringing the installation into beneficial use at his cost.

12. For slow progress of works, bad workmanship/leaving the work in incomplete shape, the department will take action to impose fine as per the Departmental rules.

13. When there are complaints of non-payment of wages to the laborers, the bills of the contractor will be withheld pending clearance certificate from the Labour Department.

14. The work may be awarded in whole or in part and the quantity may, at the discretion of the **Electrical Engineer, Public Works Department, Electrical Division-II, Chennai-5** be increased or decreased or omitted during the execution of the work.

15. In case, if it is found necessary, the contractor should be at the premises at the time of connection of the installations to the supply mains and afford all facilities for testing and commissioning.

-sd/-

Contractor's

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

16. Meggar test should be conducted by the tenderer, after completion of the work at his cost without any extra claim.
17. Any of the item in the schedule, may be omitted or radically altered. No variation in rate shall become payable to the contractor on account of such omission (or) variations in the quantities, but payment will be made on detailed measurement basis.
- 18.If required, before the payment of final bill, the contractor shall also reproduce a certificate from the Income Tax authority that all the Income Tax payable upto date had been paid.
19. The contractor shall also note that he/they must offer employment to Ex- serviceman and unemployed agricultural labourers as far as possible.
20. The contractor shall not employ labourers who are below the age of 12 years, and women during 7.00 p.m to 8.00 a.m and during 6 weeks before the expected date of delivery and six weeks after the date of delivery or miscarriage. The contractor shall abide by all Government orders issued from time to time in respect of labour regulations.
21. The contractor shall abide the Contractors' Labour Regulations issued by the Tamilnadu Government from time to time.
22. 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.
23. The contractor engaging the labourers for the work is solely responsible for any accident or death occurring to the labourers while carrying out the work and responsible for such occurrence and also for payment of compensation to such labourers. Further, the Department shall not be held responsible for such occurrence and also for payment of compensation.
24. Risk Insurance: The work under this contract shall be maintained at the contractor's risk until the work is taken over by the Department. The contractor shall accordingly arrange his/ their own insurance against all natural calamities, rain and other acts of God. During such period, the Government shall not be liable for any loss or damage (vide clause 47 of General Conditions as amended)
- 25.Safety Code: The safety measures and all amenities for the labourers shall be made by the contractor at his/ their cost as indicated in the Safety code vide appendix to General Conditions of contract and clause 34, 35 and 42-6 of General Conditions of contract.
26. The tender document shall include a condition that all the contractors and sub-contractors hired by main contractors shall engage construction workers registered with the Construction Workers Welfare Board as required under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Central Act 27 of 1996).
27. Recovery of dues under Revenue Recovery Act: Any amount falling 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.
28. In the event of the work being transferred to any other Circle/ Division/Sub Division, the Electrical Engineer, Electrical Engineer/ Assistant Engineer who is in charge of Circle/ Division /Sub Division, having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of the Government.

Contractor's

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

29. The tenderers should quote their VAT/GST registration number in their covering letter. The final payment will be released only on production of Sales Tax Clearance Certificate from the concerned office.

30. The general arrangement drawing of the transformer / sub-station/ schematic line diagram, etc, wherever required, be prepared in pentaplicate showing the details of all the equipment/ circuits and CEIG'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.

Special Condition of Contract:

31. i) In the case if the tenderer quotes rates at 5% to 15 % less than the department value, he should enclose the additional security deposit at 2% extra on the department value in the manner specified under Rule 14 (1) of Tamilnadu Transparency in Tenders Rules, 2000 in addition to the Earnest Money Deposit and Security Deposit

ii) Similarly, in the case if the tenderer quotes rates at minus 15% and above than the department value, he should enclose the additional 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 Tamilnadu Transparency in Tenders Rules, 2000 in addition to the Earnest Money Deposit and Security Deposit

iii) The tender documents received without the required Earnest Money Deposit, Security Deposit and the Additional Security Deposit, as indicated above will be treated as non- responsive and summarily rejected at the first instance itself

32) 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.

Contractor's

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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 (2022-23), dated 21.10.2017, 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.**

Contractor's

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

**DEPARTMENT PENALTY CLAUSE AS PER
G.O. Ms. No.2559, Public Works Department, DATED**

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 Electrical 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 Articles 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 of 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 the 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 the other contractor or done departmentally. The Forfeiture under Clause 57.2 will in these circumstances be applied and any excess 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 the 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 of 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.

Contractor's

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57.5 In the event of any one of the above Clauses being adopted by the Electrical 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 Electrical Engineer has certified in writing the performance of such work and the value payable in respect thereof and the shall only be entitled to be paid the value so certified.

57.6 In the event of the Electrical 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 plants 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 the liberty to remove from the site of work or from the ground contiguous thereto 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 provisions 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 require 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 Electrical Engineer as the expense of any such removal and sale shall be final and binding on the contractor.

Contractor's

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

OFFICE OF THE SUPERINTENDING ENGINEER PWD
BUILDINGS (C&M) CIRCLE, CHENNAI-5.

LIST OF APPROVED MATERIALS

The following materials are approved for use in electrical works in Electrical Division I and II, PWD Chennai.

1. 5A and 15A flush type switches, ceiling Rose, Batten Holder, 5A and 15A, switch and socket combined 5 Amps & 15 Amps plug sockets etc.
KUNDAN/ANCHOR/DASPAN
2. Modular type switch/switch Box/flush mounted socket/Fan Regulator
MK India/ANCHOR ROMA/CRAB TREE
3. Fuse Units
GEM/KUNDAN/ANCHOR/STANDARD/Controls and switchgear
4. Industrial type plug & Sockets
**HAVELLS/HAVER/FLIGHER/BHARTIA CUTLER
HAMMER/LEGRAND**
5. Protection Relays and Auxiliary Relays
SIEMENS/L&T/ALSTHOM/Controls & Switchgear
6. Instruments
AE/IMP/ENERCON/SECURE
7. CTs/PTs
KAPPA/PRAGATHI/INSTRANS/AE
8. Control switch/Indication Lamps/Push Button
SIEMENS/TEKNICK/KAYCEE/L&T
9. Iron and Metal Clad switches and Double break metal switches with HRC fuses or rewirable fuses.
GEM/KUNDAN/HPL/HAVELLS/STANDARD
10. Special type main switches Cubical type
L&T/ENGLISH ELECTRIC/SIEMENS
11. Water tight bulk head fitting
PHILIPS/BAJAJ/CROMPTON GREAVES/K-LITE
12. LTUG Cables & H.T.U.G. Cables
TROPODUR/CCI/UNISTAR/PARAGON/RALLISON/UNIFLEX/HAVELLS/POLYCAB/RPG/FINOLEX
13. Cable Termination kits
CCI/RAYCHEM/BIRLA-3M/M-SEAL
14. Cable glands
COMET/PRABHAT/STANDARD
15. Cable trays & accessories
PROFAB/TECHNOFAB
16. Rising Mains
C&S/MERLIN GERIN/GE/KLOCKNER MOELL

-sd/-

Contractor's

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

17. Wiring Cables PVC sheathed and unsheathed copper cables.
KUNDAN/RRCABLES/ORBIT/FINOLEX/ASMON/ATLAS/Q-FLEX/POLYCAB/INDO ASIAN/HAVELLS/L&T/RPG/ANCHOR/ATC CABLES/TEKMAK/V-GUARD/DASPAN
18. Distribution Board
KUNDAN/GEM/STANDARD/HPL/HAVELLS
19. Fluorescent fittings
FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON GREAVES/BAJAJ/PHILIPS/WIPRO/HAVELLS
20. PL & CFL fittings/Lamps
PHILIPS/OSRAM/ANCHOR/CROMPTON/DASPAN
21. Street light fluorescent fitting
FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON GREAVES/BAJAJ/PHILIPS/WIPRO
22. Decorative type fluorescent fitting
FIXOLITE/GLOLITE/ATLAS/DELTA/CROMPTON GREAVES/BAJAJ/PHILIPS/WIPRO
23. Special type decorative box type & Street light fittings
PHILIPS/CROMPTON GREAVES/WIPRO
24. MCB, ELCB, RCCB
GEM/KUNDAN/STANDARD/HPL/HAVELLS/LEGRAND (MDS) HAGER (L&T)/MERLIN GERIN/AXIOM
25. Moulded Case Circuit Breakere
MERLIN GERIN/SIEMENS/SSG/GE/ABB
26. Ceiling fans, exhaust fans, table fans, wall mounting fans and pedestal fan
CROMPTONGREAVES/USHA/ORIENT/BAJAJ/KHAITHAN/HAVELLS/ALMONARD/ROOPA/APEX LEHAR/ORTEM/MARC
27. Stepped Electronic square type fan Regulator and Dimmer type Electronic square type Fan Regulator.
ANCHOR DELUXE/CROMPTON GREAVES
28. Storage type Water Heaters
VENUS/RECOLD/ELAC/MARC
29. Indoor VCB
EXCEL/STALMAC

1. The material used should be got approved by the Assistant Executive Engineer of the Department during execution.
2. The makes specified if any in the agreement should be adopted during execution wherever applicable.

Contractor's

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