

OFFICE OF THE SUPERINTENDING ENGINEER, PWD, BUILDING
CONSTRUCTION & MAINTENANCE CIRCLE, TIRUNELVELI 627002.

TENDER CONDITIONS FOR E.I. WORKS

QUALIFICATION CRITERIA :

1. The tenderer should be a registered electrical contractor in PWD, Government of TamilNadu with **Class II** Registration upto **Rs.75.00 lakhs** and above with valid **ESA/EA/ESB/** license. Copies of Registration Live certificate for the year **2021-22** and valid **ESA/ EA/ESB/** License duly attested by Gazatted Officer should be enclosed along with the requisition letter for issue of tender documents. **The tenderer should furnish the “copy of Goods and Services Tax (GST) Registration Number.**
2. The tender should be valid for a period of **180** days from the date of opening of tender.
3. **Earnest Money Deposit**
The Tenderer should furnish a sum of **Rs. 40,800 /- (Rupees Forty Thousand and Eight Hundred only)** towards EMD in the form of NSC / KVP / POTD / duly pledged in favour of “Executive Engineer, P.W.D, Electrical Division, Tirunelveli” or D.D./ Banker’s Cheque drawn in favour of ““Executive Engineer, P.W.D, Electrical Division, Tirunelveli ”. The tender will be summarily rejected if EMD other than the above form is furnished. Also, the tender without EMD will be summarily rejected.
4. **Security Deposit**
The successful tenderer should furnish a Security Deposit at 2% of the contract value, including E.M.D, in the form of NSC / KVP / POTD duly pledged in favour of the ‘Executive Engineer, P.W.D., Electrical Division, Tirunelveli ’ (or) irrevocable Bank Guarantee drawn in favour of ‘Executive Engineer, P.W.D., Electrical Division, Tirunelveli’.
5. **Guarantee :**
Electrical materials supplied by the Contractor and the entire work shall be guaranteed for one year against any manufacturing defects or bad workmanship. If any faults occurred, the same may be rectified or the faulty materials should be renewed with new one at free of cost during the guarantee period.
6. In case of price tender (**Rate tender**) the tenderer shall quote the rates and prices (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).

GST RATES AT 12% FOR WORKS CONTRACT

7. Government of India has notified vide Notification No.20/ 2017- Central Tax (Rate), Dated: 22nd August 2017 and NotificationNo.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/ 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.

SPECIAL CONDITIONS OF CONTRACT (For M & R works only)

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

(ii) Similarly, in case if the tenderer quotes rates/ percentage (including GST) **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 and quoted value**, in the manner specified under Rule 14(1) of Tamil Nadu Transparency in Tenders Rules 2000 in addition to the Earnest Money Deposit and Security Deposit.

(iii) The tender documents received without the required EMD, Security Deposit and Additional Security Deposit, as indicated above, will be treated as non-responsive and summarily rejected at the first instance itself.
9. The tender schedule with tender conditions (which are purchased) should be duly filled in and signed and should be returned along with details. The rates in the tender should be written in numbers as well as in words also. Corrections if any should be attested with dated initials.
10. The tender should be given in sealed cover super scribing the Name of Work and the tender due date. Unsealed cover will not be opened and will not be considered.
11. The tenderers are advised to inspect the site at their own cost before offering their tenders.
12. Conditional tender will be summarily rejected.
13. If the last date for opening of tender is suddenly declared as Govt. Holiday, the opening date is deemed to be extended up to the following working day.
14. Payment will be made on detailed measurements. Any of the items in the schedule may be omitted or radically altered. No variation in the rate shall become payable to the contractor on account of such omission for variation of the quantities.
15. While making payment 2% of the bill value for Firms and 1% for the individuals shall be deducted towards Income Tax as per statutory orders of Government.
16. The With held amount of 5% of the contract value will be recovered in each and every part bill of payment.
17. The With held amount of 5% along with Security Deposit at 2% of the contract value will be released after one year on successful expiry of the Guarantee Period as per the rules prevailing at that time.

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18. The entire work should be carried out as per the General specifications for electrical works in Government Buildings approved in G.O.Ms.No. 347 Works Dated: 17th March 1919, General conditions of contract for Electrical Works approved in G.O.Ms.No. 347 Works Dated: 17th March 1919, latest I.E. Act, I.E. Rules, CEIG conditions, ISI specifications and Revised TNSS Electrical Specifications.
19. The date of intimation by the concerned Assistant Executive Engineer (Elec.), PWD, Electrical Sub Division that the work can be commenced will be deemed to be the date of commencement of work. The work should be completed within stipulated period from the date of commencement of work.
20. All duties, taxes and other levies **except GST**, payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

INPUT TAX CREDIT (ITC)

21. (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 register.

(c) As per PWD Revised Schedule of Rates for 2017- 2018 dated: 21.10.2017, under General Not 8 (ix), the contractor is eligible to get refund of excess tax paid or liable to pay tax for this Contract Work.

TOTAL TENDER PRICE

22. **The total tender price will be the cumulative of value quoted for construction/ providing (Total Basic Price + GST).**
23. The work should be carried out in co-operation with the occupant of the buildings which are occupied may not be made available for carrying out the work uninterruptedly throughout the day.
24. The work may be awarded whole or in part and the quantities may be increased or decreased or omitted during the execution of the work at the work at the discretion of the Superintending Engineer, PWD, Buildings Construction & Maintenance Circle, Tirunelveli -2.
25. In case, if it is necessary, the Contractor should be at the premises at the time of connecting the installations to the supply mains and afford all facilities for testing and commissioning.
26. The Superintending Engineer, PWD, Buildings Construction & Maintenance Circle , Tirunelveli -2 reserves the right to reject any or all the tenders without assigning any reason(s) there for and is not binding to accept the lowest.

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27. The materials approved in this Electrical Circle only should be used as per the list enclosed.
28. Failure to remit the required Security Deposit and to enter into the agreement within the prescribed period shall entail the forfeiture of the Earnest Money Deposit and the same will be retained into Government account.
29. If night work is required to fulfill the agreed rate of progress, all arrangements shall be made by the Contractor including lighting without if any claim for any extra cost.
30. The Contractor should not employ the labourers below the age of 14 years and shall also they must offer employment to Ex-Servicemen and unemployed agriculture labourers as for as possible
31. In the event of the work being transferred to any other Circle / Division / Sub Division the Superintending Engineer / Executive Engineer / Assistant Executive Engineer who is in charge of Circle / Division/Sub Division having jurisdiction over the work shall be competent to exercise all the power and privilege reserved in favour of the Department.
32. The Contractor engaging the labourers for the work is wholly responsible for any accidents of death occurring to the labourer carrying out the work ordered by the Department and the Department shall not be held responsible for such occurrence and also for payment of compensation to labourers.
33. The Contractor shall not employ any of the labourer below the age of 14 years and women during 6.00 P.M. to 7.00 A.M. during the works, before the expiry date of delivery and six weeks after the date of delivery. The Contractor shall abide by all Government orders issued from time to time.
34. For slow progress of work/ bad workmanship/ leaving the work incomplete shape, the Department will take action to impose fine / penalty as per the Departmental rules.
35. The arbitrator for fulfilling the duties put forth in the arbitration clause of the General conditions of the contract shall be applicable for this contract.
36. **RECOVERY OF DUES UNDER REVENUE RECOVERY ACT :**
If any amount falls 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.
37. The Contractors should supply only ISI approved materials with ISI mark.
38. The Field Officers should inspect the quality of the electrical materials then and there and the random sample materials supplied by the contractor should be tested in the Government Testing Laboratories (or) Government authorized Testing Laboratories and also if it is found necessary if the Field Officers suspects the genuineness of the materials.
39. The work contract assigned to the Contractor shall be cancelled if they engage Child Labour in executing works and such contractors should be black listed for three years.

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40. The materials used in the work should be in conformity with specification of the departments. The makes specified in the tender schedule alone should be adopted during execution wherever applicable.
41. In addition to the aforesaid security deposit, retention amount (withheld amount) shall be deducted from the running account bills, a sum equivalent to **5% (Five percent)** of the total value (including the Goods and Services Tax [GST] amount for all the running accounts bills) of each bill as retention money.
42. The retention amount at 5% including GST of the total value of contract and Security Deposit at 2% (Two and half percent) will be retained **for one year** from the date of final bill measurement date recorded in the M-Book.
43. The retention money of 5% including GST of the total value of contract after deducting any amount due to the Department, shall be refunded to the contractor without any interest after the defects liabilities attached to the contract is over **i.e after one year**.

NEGOTIATIONS:

44. (a). The lowest tenderer will be identified who quotes lowest total tender price which including GST. Negotiation of rates will be made only with the lowest tenderer for reducing the quoted rates and the negotiation will be made for the rates quoted to the items in the construction part alone and not for GST amount.”
- (b) “After negotiation with lowest tenderer, the GST amount will be recalculated at 12% of the sum of the Negotiated tender value (excluding GST) for construction Cost specified in the Bill of Quantities, subject to GST rate applicable from time to time as recommended by the GST Council.”

45. AWARD OF CONTRACT

The contract will be awarded to the lowest bidder, whose bid substantially responsive to the bidding documents and who has offered the lowest evaluated total tender price (**Total Quoted Value including the Goods and Services Tax (GST) Amount**)”

46. 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 measurements and check measurements by the Engineer in the Measurement Book.

- a) **For every Bill, 12% of GST will be paid to the contractor based on the value of work done for Construction by the Employer. After the payment including 12% of GST, the Contractor should pay the GST Amount to Government through his GST Registration No. Also the contractor needs to submit the Material purchase bill mentioning the name of the work/s in the package and GST No. to the Employer.**

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 upto previous payment (i.e. GST paid detail for the upto 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.

47. MINIMUM CRITERIA FOR QUALIFICATION.

The Applicant 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 No.**

48. In SCHEDULE OF RATES AND APPROXIMATE QUANTITIES:

a) The quantities given here are those upon which the lump sum tender cost of the work is based, but they are subject 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 payment for extras or deductions or omissions according to the condition of the contract, as set forth in the Preliminary specification of the standard specifications for roads and bridges with the MORTH specifications and other condition of specifications 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 situ and complete in every respect.

49. IN BILL OF QUANTITIES, PREAMBLE:

The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, 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**”

50. 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 contracts for Government work was finally notified at 12 percent. As per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.**

Signature of the Tenderer

Superintending Engineer, PWD,
Building (Constn& Mtce) Circle ,
Tirunelveli-2

Annexure

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 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 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 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.

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.

Signature of the Tenderer

Superintending Engineer, PWD,
Building (Constn& Mtce) Circle ,
Tirunelveli-2