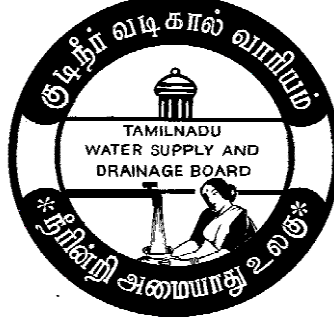


**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
CHIEF ENGINEER/THANJAVUR**



BID DOCUMENT

Volume - I

COVER- I

NAME OF WORK : Providing 1.15 MLD Sewage Transmission main from TNSCB HFA project area for 1920 tenements at Narimedu of Pudukkottai district under deposit work to the existing 10.62 mld STP of Pudukkottai Municipality at Maurpini Grass farm under deposit work including trial run 6 months and paid maintenance for one year(Period of completion 12 months).

Last date of submission : Up to 03.00 P.M. on 10.08.2020

CHECK LIST TO BE ENCLOSED BY BIDDER (along with Bid Documents)

The check list is only indicative to assist the bidder in satisfactorily enclosing all required major documents for Technical Qualification. The list is not exhaustive and the bidder should read all clauses of the bid document so as to enclose all documents as required.

A. BID SECURITY:

- I) Bid security for a value of **Rs. 4.65 Lakhs** to be furnished
- II) Furnish the details of Bid Security as under

| Sl. No | Name of the Bidder | Amount and type of security | Issued by |
|--------|--------------------|-----------------------------|-----------|
| | | | |

B. ELIGIBILITY / QUALIFICATION CRITERIA

| Sl. No | Description | Requirement as per Bid document | Particulars as furnished by the bidder | Page No. with ref. no. if any where the particulars are furnished by bidder. |
|--------|---|---------------------------------|--|--|
| | Financial Turnover & Cash flow - Lead Partner / Joint Venture | | | |
| 1. | Annual Turnover in any one of the last three financial years (Rs.6.17 in crore) (2017-18 , 2018-19 and 2019-20) – 75% of BOQ value | 4.63 Crore | | |
| 2 | Minimum Annual Turn over in last three financial year (Rs.6.19 in crore) (2017-18 , 2018-19 and 2019-20) – 33% of BOQ value | 2.04 Crore | | |
| 3 | Minimum cash flow required in Rs. in crore = $\frac{3 \text{ months} \times \text{BOQ Value}}{\text{Period of completion}}$ | 1.54 Crore | | |
| 4 | Similar work | | | |
| 1 | The bidder should have satisfactorily completed sewerage scheme with Collection System and STP of value not less than Rs. _____Crore during the last five financial years (2015 – 2016 to 2019 – 2020). | | | |
| | i) If single agreement with 40 % of BOQ value | 2.47 Crore | | |
| | (OR) | | | |
| | ii) If Two agreements with 60 % of BOQ value | 3.70 Crore | | |

| | | | | | |
|-----|--|---|---------------------------------------|--|--|
| 5 | Physical (Work Experience) - Lead Partner / Joint Venture Minimum aggregate during last five financial years (2015 – 2016 to 2019 – 2020) | | | | |
| 5.a | Minimum aggregate experience of pipeline during the last 5 years in km i) CI/ DI pipe should have supplied, laid, jointed, tested and satisfactorily completed (30% of total requirement of 7.305 km) ii) Should have completed one Sewage pumping station including all civil, Electrical ,Mechanical work (30% total requirement of 1 no) | | 2.19 KM 1 No | | |
| 5.b | Minimum Aggregate capacity of pumping machinery Non clog submersible installed (50% of total requirement 24.62 KW) | | 12.31 KW | | |
| 6. | Bid capacity Assessed Available Bid capacity = $(A*N*1.5 - B)$ | | Should be more than 6.17 Crore | | |
| 7. | Manufacturer's Experience Criteria | | | | |
| i. | Pump and Electrical equipments Centrifugal Submersible | Minimum Number of years - 10 years Minimum Number of years - 5 years | | | |
| ii. | Valves above 200mm size | Minimum Number of years - 5 years and sold a minimum of 200 units per year | | | |
| Iii | PVC Pipe / UPVC pipe | Minimum Number of years - 5 years and sold a minimum 200 % of total length required | | | |

| | | |
|---|--|--------------|
| 8 | Whether performance eligibility for 5 (a) , 5 (b) and 5 (c) above are based on certificate issued by the officer not less than the rank of Executive Engineer of that user departments and in the case of Private organization from the General Manager of that Organization | (Yes / No) |
| 9 | Whether Annexure - I to XII are all filled up fully and enclosed | (Yes / No) |

If Yes, give details as under (Notarized as per requirement)

Contractor

Chief Engineer/TNJ

| Sl.No | Description | Page Nos. in the Bidders Document |
|-------|--|--|
| 1. | Performance of the bidder showing total monetary value of Civil Engineering work for the past five financial years (Annexure- I) | |
| 2. | Average Annual Construction Turn over (Annexure – II) | |
| 3. | Experience in works of similar nature of Magnitude within a period of 5 years (Annexure – III) | |
| 4. | Commitment of works on hand (Annexure – IV) | |
| 5. | Works for which Bids are already submitted (Annexure-V) | |
| 6. | List of equipments available with bidder (Annexure – VI) | |
| 7. | Qualification / Experience of key personnel proposed for technical and administrative functions under this Contract (Annexure – VII) | |
| 8. | Sample Format for evidence of access to or availability of credit facilities (Annexure – VIII) | |
| 9. | Details of Litigation if any (Annexure – IX) | |
| 10. | Declaration by the bidder pertaining to blacklisting / debarment etc., (Annexure – X) | |
| 11. | Details of components proposed to be sublet and sub contractor involved (Annexure – XI) | |
| 12. | Technical staff to be employed (Annexure – XII) | |

10. List of Certificates to be enclosed by the Bidder.

| Sl.No | Description | Page Nos. in the Bidders Document |
|-------|---|-----------------------------------|
| 1. | Signature of the proprietor or proprietress attested by the Notary public. | |
| 2. | Signature of all the partners / power of attorney attested by the Notary public | |
| 3. | Registration of the firm, Signature of all the authorized person attested by the Notary public | |
| 4. | A copy of the listed Power of Attorney authorizing the signatory of the bidder. | |
| 5. | Proof of Registration of firm / company | |
| 6. | Audited Balance sheets | |
| 7. | Credit line certificate from Financial institutions | |
| 8. | Income Tax clearance certificate. | |
| 9. | GST Registration certificate. | |
| 10. | Certificate of performance issued by not less than the rank of Executive Engineer / Responsible person of the organization. | |

Signature of Tenderer

Contractor

Chief Engineer/TNJ

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| | 9) Details of Litigation if any (Annexure-IX) | |
| | 10) Declaration by the bidder pertaining to blacklisting/debarment etc.,(Annexure-X) | |
| | 11) Details of components proposed to be sublet and Sub contractor involved (Annexure-XI) | |
| | 12) Technical staff to be employed (Annexure-XII) | |
| | <u>Certificates:</u> | |
| | 1) Signature of the Proprietor or Proprietress attested by the Notary Public | |
| | 2) Signature of all the Partners/Power of attorney attested by the Notary Public. | |
| | 3) Registration of the firm, signature of the authorized person attested by the Notary public. | |

- 4) A copy of the listed Power of Attorney authorizing the signatory of the bidder
- 5) Proof of Registration of firm/company.
- 6) Audited Balance sheets.
- 7) Credit line certificate from Financial Institutions.
- 8) Income Tax clearance certificate.
- 9) Sales Tax verification certificate
- 10) Certificate of Performance issued by not less than the rank of Executive Engineer/Responsible person of the organization.

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 Indemnity Bond (in lieu Of water tightness and structural stability)
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 Bid Security (Bank Guarantee)
 Bill of Quantities

TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD
TENDER CALL FOR SEWERAGE SCHEME
FORM OF CONTRACT: ITEMWAR (TWO COVER SYSTEM)

| TWAD BOARD-INVITATION OF BIDS- TWO COVER – ITEMWAR TENDER SYSTEM | | |
|---|--|--------------------------|
| IFB No: | 03/ F. STM to TNSCB /2020/ SDO /dt.03.07.2020 | |
| Name of Work: | Providing 1.15MLD Sewage Transmission main from TNSCB HFA project area for 1920 tenements at Narimedu of Pudukkottai district under deposit work to the existing 10.62 MLD STP of Pudukkottai Municipality at Maurpini Grass farm including paid maintenance for one year (Period of completion 12 months) | |
| Fund | Deposit work | |
| Approximate value of work | Rs. 6.17 Crore | |
| Bid Security: | Rs.4,65,000/- | |
| Eligible class | Class-I | |
| Tender Invitee | The Chief Engineer, TWAD Board, No 37,1 st Floor, Easwari Nagar, Medical College Road, Thanjavur . 613004. Tamil Nadu. | |
| Sale of Bid & Place of sale | From 10 -07-2020 to 07-08-2020 at O/o the Executive Engineer, TWAD Board, Project Division, Pudukkottai by cash or Demand Draft on any Scheduled/Nationalized bank payable at Pudukkottai for Rs.1120/-(Rs.1000+GST@12%) each,by post Rs. 500/ additional (each). | |
| Down loading | www.tenders.tn.gov.in and www.twadboard.gov.in . (free of cost) | |
| 1. | Date and time of Pre bid meeting | 30.07.2020 at 11.00 AM |
| 2. | Last date and time of downloading bid documents | 07.08.2020 upto 05.45 PM |
| 3. | Last date and time for receipt of bid document | 10.08.2020 upto 03.00 PM |
| 4. | Last date and time for opening of Technical bid | 10.08.2020 at 03.30 PM |

Sd/-M.Sugumaran,03.07.2020
Chief Engineer,(i/c)
TWAD Board,Thanjavur

II. LETTER OF APPLICATION

(Letter head paper of the Applicant, including full postal address, telephone no., fax no., cable address, and E.Mail)

Dated

To
**The Chief Engineer, TWAD Board,
 No.37,First Floor, Easwari Nagar,
 Medical college road,
 Thanjavur-613004**

Sir,

Being duly authorized to represent and set on behalf of
(hereinafter "the Applicant"),
 and having reviewed and fully understood all the information provided, the undersigned hereby
 apply for consideration as a bidder for the following

IFB No. 03/ F. STM to TNSCB /2020/ SDO /dt.03.07.2020

Providing 1.15 MLD Sewage Transmission main from TNSCB HFA project area for 1920 tenements at Narimedu of Pudukkottai district under deposit work to the existing 10.62 mld STP of Pudukkottai Municipality at Maurpini Grass farm under deposit work including trial run 6 months and paid maintenance for one year(Period of completion 12 months).

Attached to this letter please find copies of original documents defining

- the Applicant's legal status
- the principal place of business and
- the place of incorporation (for applicants who are corporation) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)

Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from the bankers and clients regarding any financial and technical aspects. This 'Letter of Application' will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify the statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.

This application is made in the full understanding that

- bids by the applicants will be subject to verification of all information submitted for consideration, at the time of bidding.

Contractor

Chief Engineer/TNJ

Your Agency reserves the right to

- amend the scope and value of any contract bid under this project
- and reject or accept any application, to cancel the entire bidding process and reject all the applications and
- your Agency shall not be liable for any such action and shall be under no obligation to inform the Applicants of the grounds for them

It is hereby certified that the unit rates and price for all the items covered in the Bill of Quantities set out in the Price Schedule have been furnished clearly in figures and words and it is hereby agreed to execute the works at the rates and prices mentioned therein and to receive the payments on measured quantities as per the Conditions of the Contract.

It is hereby distinctly and expressly declared and acknowledged that before the submission of the bid, the instructions therein have been carefully followed and the conditions of the Contract and other terms and conditions have been read. It is also declared and acknowledged that careful examination of the bid documents has been carried out with reference to the specifications, quantities, location where the said work is to be done, investigation of the works to be done, materials required for this contract and their source and other requirements, covenants, stipulations and restrictions. It is distinctly agreed that no claim or demand will be made on the TWAD Board by the applicant, arising out of any misunderstanding or misconception or mistake of the said requirements, covenants, stipulations, restrictions, conditions etc on the part of the Applicant .

The Income Tax Clearance Certificate and GST Registration Certificate in currency are enclosed

The Bid Security of **Rs.4,65,000/-** (Rupees Four lakhs sixty five thousand only) is enclosed in the shape of _____ (enter the form and other details of the bid security) drawn in favour of the **Executive Engineer, TWAD Board, Project Division, Pudukkottai** It is hereby agreed that in case the bid is accepted, the Performance Security to the value and in the manner/form prescribed by the Employer will be submitted and agreement entered into within the time frame stipulated for the due fulfillment of the contract. It is agreed that in the event of non remittance of the required Performance Security and execution of the Agreement within the stipulated time frame, the Bid Security deposited with the bid will be forfeited. In the event of non acceptance of the bid offered by the Applicant, the Employer shall intimate the applicant of the rejection of his bid, upon which the applicant can get his Bid Security refunded on an application for the same. Any notice required to be served on the applicant shall be deemed to have been sufficient if delivered personally or left at the address given herein or sent by post either by registered mail or ordinary. Such notice shall, if sent by post shall be deemed to have been served on the applicant at the time when in due course of post it would be delivered at the address to which it is sent. For all purposes, the address given herein will serve as permanent address and any change therein will be promptly intimated then and there.

It is fully understood and agreed that on receipt of communication of acceptance of the bid from the accepting authority, there emerges a valid contract between the Applicant and TWAD Board represented by the officer accepting the bid and is expressly agreed that the bid documents with the schedules, conditions of the contract, negotiation communications and other correspondence connected to this contract will all constitute the contract for this purpose and be the foundation of rights on both the parties.

It is agreed that time shall be considered as the essence of this contract and the work will be commenced immediately on getting information of the acceptance of the bid and any slow progress will be subjected to the relevant penal clauses contained in the Conditions of the Contract

It is hereby agreed that the professionally qualified personnel to execute and supervise the works shall be deployed as required in clause 10 of General Conditions of Contract.

The Applicant hereby agrees to undertake full responsibility for the stability and soundness of the works executed.

The Applicant hereby agrees that the bid will not be withdrawn during the period of validity as indicated in the bid documents and also during such extended periods agreed to by the applicant. The Applicant agrees that in the event of withdrawal of the bid during the validity period or extended period, the Bid Security is liable to be forfeited by Employer.

It is explicitly understood that the Employer is not bound to accept the lowest or any bid the Board may receive. It is hereby agreed that the Employer reserves the rights to reject any or all the bids without assigning any reasons therefor.

Dated this day of
Month of

Signature of the Applicant
(To be signed by the authorized
signatory with seal)

III . INSTRUCTIONS TO BIDDERS GENERAL

1. Scope of the Bid

This is a “Procurement, Construction Contract” and the contractor is responsible for the execution of the Under Ground Sewerage System and STP including the supply and installation of all materials, machineries, equipment etc in accordance with the specifications stipulated in the Bid Document and in conformity with the Quality Parameters laid down in the relevant BIS, TNBP, Bid Documents etc and completing the entire works in all respects satisfactorily and commissioning within the stipulated period and maintaining the scheme for the specified period

1.1 The Chief Engineer, TWAD Board, Thanjavur (hereinafter referred as “Employer” in these documents) invites bids for the construction of works (as defined in these documents and referred as “the works”) as detailed in the Bill of Quantities. The bidder shall offer their/his price for all the items of works detailed in the Bill of Quantities.

Providing 1.15 MLD Sewage Transmission main from TNSCB HFA project area for 1920 tenements at Narimedu of Pudukkottai district under deposit work to the existing 10.62 mld STP of Pudukkottai Municipality at Maurpini Grass farm under deposit work including trial run 6 months and paid maintenance for one year (Period of completion 12 months).

Salient Details

PUMPING MAIN

| | | |
|---|-----------------|--------------------------------|
| a | From LPS to MPS | 150mm Dia. CI LA Class – 460m |
| b | From MPS to STP | 250mm Dia. CI LA Class – 6845m |

II LIFT PUMPING STATION

| | | |
|---|-----------------|----------------------------------|
| a | Suction Well | 3.00m Dia. X 4.70m Depth |
| b | Pumpset (3 Nos) | 211 LPM x 10m (Non Clog Pumpset) |

III MAIN PUMPING STATION

| | | |
|---|-----------------|-----------------------------------|
| a | Screen Well | 4.0m Dia. X 2.59m Depth |
| b | Grit Well | 2.50m Dia. X 4.08m Depth |
| c | Suction Well | 4.00m Dia. X 5.03m Depth |
| d | Pumpset (3 Nos) | 799 LPM x 28 m (Non Clog Pumpset) |

IV METHOD OF ARRIVING DESIGN POPULATION / QUANTITY

| Sl. No | General Data | | |
|--------|------------------------|----|--------|
| 1 | Total No of Blocks | 40 | Blocks |
| 2 | No of House in a Block | 48 | House |
| 3 | No of Occupants | 5 | Nos |
| 4 | Zone-I | 29 | Blocks |

| | | | |
|---|---------------------------------------|------|--------|
| | No. of Houses in Zone-I (29 x 48) | 1392 | House |
| | Population (1392x5) | 6960 | Nos |
| 5 | Zone-II | 11 | Blocks |
| | No. of Houses in Zone-I (11 x 48) | 528 | House |
| | No of Occupants | 5 | Nos |
| | Population (528x5) | 2640 | Nos |
| 6 | Floating population | 400 | Nos |
| 7 | Proposed Rate of Supply | 135 | Lpcd |
| 8 | Total sewage Generation (10000 x 115) | 1.15 | MLD |

Contract Period : 12 months.

VI. Sewage Treatment Main – Existing 1062MLD of Pudukkottai Municipality

MAINTENANCE

- 1.2 Maintenance of the above work for a period of **1 years (paid maintenance)**
 1.3 The successful bidder will be expected to complete the works within the period stipulated for completion in the programme schedule.

1.4 In these bidding documents, the terms bid and tender and their derivatives (bidder/ tenderer, bid/tender, bidding/tendering etc) are synonymous.

1.5 Down loading the documents from web site.

The documents can be down loaded free of cost from the web site www.tenders.tn.gov.in and www.twadboard.gov.in by the tenderer. Tender should, thereafter be submitted duly filled and signed along with all required documents to the tender inviting authority as notified in the IFB subject to the following:

a) The bidder shall furnish a certificate to the effect that **no correction/ alteration on the bid document as found in the web site** was made by him and he shall abide by all the terms, conditions and specifications contained in the bid document.

b) **No cost towards bid document shall be required to be paid by the bidders who are using the forms downloaded from the designated website.**

The bidder shall submit the tender to the tender inviting authority as prescribed in the IFB.

1.6 The Bid Document can be purchased from the Executive Engineer, TWAD Board, Project Division , Pudukkottai by remitting the required cost of Bid Document as stipulated in Invitation for Bid.

2. Method of Bidding

2.1 If the bid is made by an individual, the bid documents shall be signed by the individual with his full name and current address.

2.2 If the bid is made by a proprietary concern, the bid documents shall be signed by the proprietor with his full names as well as the name of the firm and full address. In the case of an authorized person holding power of attorney signing the bid documents, a certified copy of the registered power of attorney should accompany the bid documents. The signature of the proprietor shall be attested by a notary public and enclosed as documentary evidence.

2.3 If the bid is made by a partnership firm, the bid documents shall be signed by all the partners of the firm along with their full names and current address with specific mention on the registered address of the firm. In the case of a partner holding power of attorney signing the bid documents, a certified copy of the registered power of attorney should accompany the bid. It is also mandatory to furnish a certified copy of the registered partnership deed, current address of the partners, registered address of the firm along with the bid. The signature of all the partners/ power of attorney shall be attested by a notary public and enclosed as a documentary evidence.

2.4 If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding power of attorney for signing the bid documents in which case a certified copy of the registered power of attorney shall accompany the bid. Such limited company or corporation may be required to enclose satisfactory evidence of its existence along with the bid.

2.5 The bids from the contractors / firms shall be accompanied by an attested copy of the Income Tax Clearance Certificate and GST Registration Certificate relating to the previous financial year(2017-18)

3. One Bid per Bidder

3.1 Each bidder shall submit only one bid for the whole scheme and in the case of packages, only one bid for a package. A bidder who submits or participates in more than one bid (other than sub contractors) will be disqualified.

4. Cost of Bidding

4.1 The bidder shall bear all the costs associated with the preparation and submission of his bid. The Employer will in no case be responsible for those costs, regardless of the conduct or the outcome of the bidding process.

5. Site Visit.

5.1 The bidder, at the Bidder's own responsibility and risk is advised to visit and examine the site of works and its surroundings and obtain on his own all information that may be necessary for preparing the bid and entering into contract for the construction of the works. The costs of visiting the site and its surroundings shall be at the bidder's expense. Site levels, Soil data made available are only for the information of bidder and the employer is not responsible for their correctness.

5.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents, will release and indemnify the Employer and his personnel or agents from and against all liability in respect thereof, and will be

responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs and expenses incurred as a result of the inspection.

5.3 Deleted.

5.4 The employer will arrange a site visit for the bidders **on 30.07.2020 at 10.30 A.M.** to enable the bidders to have an understanding of the site conditions and to clarify any issues relating to the site conditions in the pre bid meeting.

B. Eligibility / Qualification Criteria

6. Eligible Bidders

- 6.1 The Invitation to Bid is open to any bidder meeting the following requirements:
- 6.2 A bidder shall not be associated nor has been associated in the past, directly or; indirectly with the Consultant or any other entity that has prepared the design, specifications and other documents for the project.
- 6.3 A bidder shall not be associated directly or indirectly with the firm engaged by the Board for providing consultancy services for the preparation and supervision of the works and any of its affiliates.
- 6.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.

7. Qualification of the Bidder

7.1 General

- 7.1.1 Bidders shall provide the following as part of their bid in the prescribed formats.
- 7.1.2 A registered Power of Attorney authorizing the signatory of the bid to commit on behalf of the bidder should be enclosed.
- 7.1.3 Proof of Registration of the firm / company under Companies Act should be enclosed.
- 7.1.4 Total monetary value of civil engineering works performed during each of the last three financial years should be furnished in Annexure-I.
- 7.1.5 Annual turnover for the past three financial years (Audited balance sheet for the last three financial years) should be enclosed. Annual turnover for the past three financial years should be certified by a registered Chartered Accountant. The certificate should be affixed with the seal of the office of the Chartered Accountant with the registration number legibly in Annexure-II.
- 7.1.6 Experience in works of similar nature and magnitude during each of the previous Five financial years details of works on hand and works for which bid already submitted should be furnished in the Annexures-III, IV and V respectively.
- 7.1.7 List of equipments available with the bidder for deployment in the project should be furnished in Annexure-VI.
- 7.1.8 Technical, administrative and managerial personnel proposed to be employed for key site management in this work with their qualification details should be furnished in Annexure VII.
- 7.1.9 Evidence of access to lines of credit and availability of other financial resources, credit line certificates from financial institutions should be enclosed in the prescribed Annexure-VIII.

- 7.1.10 Litigation details of the bidder with the details of the parties concerned and the amount involved should be furnished in Annexure-IX.
- 7.1.11 The bidder should declare clearly whether the bidder has been black listed, banned or debarred in Central Government Department/Under-taking/Organization or any State/Union Territory/Department Undertaking/Organization in Annexure-X.
- 7.1.12 Proposals to Sub-contract components of the works with experience details of the Sub-contractor in similar nature of works proposed to be sublet should be furnished in Annexure-XI.
- The Sub-contractors shall have experience of successfully completing and commissioning of at least two works of similar nature and magnitude to the work to be sublet during the last 5 years.
- The Sub-contractors shall not further Sub-contract any portion of their work, Sub-contracted to them by the Contractor.
- The value of sub contracted work under any such sub contract shall not exceed 15% of the contract value and total sub contracted work shall not exceed 60% of the contract value. The contractor shall notify the Executive Engineer concerned in writing for objections, if any, about the sub-contractor that he proposes to appoint if the value of a sub contract work exceeds 10% of the contract value. If nothing is heard from the Executive Engineer within 15 days of the receipt of the Contractor's notice, then the contractor may proceed with the appointment of the sub-contractor concerned. If any objections are received about the appointment of the sub contractor from the Exe. Engineer concerned, the contractor shall give due weightage to such objections and either change the sub contractor, or refer the matter to the Chief Engineer concerned for his decision, which shall be final.
- 7.1.13 Income Tax Clearance Certificate in currency as proof of having remitted the income tax for the previous financial year (with reference to the year in which the bid is opened)
- 7.1.14 GST Verification Certificate as proof of having remitted the GST. In the case of not liable to the GST Department, a valid certificate issued by the competent authority to this effect.

Conditions to be satisfied:**7.2 Performance Eligibility:****a) Financial & Physical capacity:**

| Sl.No. | DESCRIPTION | CRITERIA |
|--------|---|---------------------------------------|
| | Financial Turn over and Cash Flow – Lead Partner / Joint Venture | Rs. in Crore |
| 1 | Annual Turnover in any one of the last three financial years Rs. in Crore (2017-18 , 2018-19 and 2019-20) - 75% of BOQ value | 4.63 crore |
| 2 | Minimum Annual Turn over in last three financial year Rs. in Crore) (2017-18 , 2018-19 and 2019-20) - 33% of BOQ value | 2.04 crore |
| 3 | Minimum Cash flow required in Rs in Crore – $\frac{3 \text{ months} \times \text{BOQ Value}}{\text{Period of completion}} = \frac{3 \times 6.17}{12}$ | 1.54 crore |
| 4 | Similar work The bidder should have satisfactorily completed sewerage scheme with Collection System and STP of value not less than Rs. _____Crore during the last five financial years (2015 – 2016 to 2019 – 2020). | |
| | i) If single agreement with 40 % of BOQ value | 2.47 crore |
| | OR | |
| | ii) If Two agreements with 60 % of BOQ value | 3.70 crore |
| 5 | Physical (Work Experience) - Minimum aggregate during last five financial years (that is 2015 – 2016 to 2019 – 2020) | |
| 5.b | Minimum aggregate experience of pipeline during the last 5 years in km i CI/DI pipe should have supplied, laid, jointed, tested and satisfactorily completed (30% of total requirement of 7.305 km) ii) Should have completed one Sewage pumping station including all civil, Electrical ,Mechanical work (30% total requirement of 1 no) | 2.19 KM 1 No |
| c | Minimum Aggregate capacity of pumping machinery Non clog submersible installed (50% of total requirement 24.62 KW) | 12.31 KW |
| 6. | Bid capacity Assessed Available Bid capacity = (A*N*1.5 - B) | Should be more than 6.17 Crore |

Note : in Addition to the above requirements the following criteria also to be satisfied.

b) Bid capacity:

- Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = [A*N*1.5-B]$$

Where A = Maximum value of civil engineering works executed in any one year during the last three financial years [updated to 2020-21(current) price level @ 6% per annum] taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited i.e. 1years.

B = Value of existing commitments and on-going works to be completed during the next 2 years. [Updated to 2020-21 price level]

In the case of the Bidder / Joint venture partner who formed part of Joint venture in the past including for ongoing works, the references A & B would be determined based on the details for such partner/partners who undertook / proposed to undertake physical execution of the works and in proportion to their participation in such joint ventures.

The assessed bid capacity of each of the joint venture partner/partners should be more than the required bid capacity. The required bid capacity for joint venture partner/partners would be determined on the basis of their participation in the joint venture for the purpose of this agreement.

However, to qualify for the bid capacity requirement, the lead partner should meet not less than 50% of the required Bid capacity and other partner/Partners should meet individually not less than 25% of the Bid capacity requirement. However, all the partners should collectively meet 100% of the Bid capacity requirement.

7.3. In order to prove that the Goods offered are of acceptable quality and standard, the bidders shall furnish documentary evidence that the Goods offered have been in production and similar capacity have been sold, as indicated in the table below. **Further documentary evidence to establishment the manufacturers credential including the certificate from the manufacturing company's Auditor is requested to be submitted along with the bid.**

Table:

| Item | Goods | Manufacturer's Experience Criteria | |
|----------|---|---|--|
| | | Minimum No. of years preceding the due date of tender the goods offered are in production | Minimum average units sold <u>per year</u> |
| 1 | Pumps, Electrical & Mechanical equipments | | |
| 1.1 | Pumps Centrifugal | | |
| | Submersible pump | 5 | 50 Units * |
| 2 | Valves Above 200 mm size | 5 | 200 Units ** |
| 3 3.1 | Pipes PVC pipes | 5 | 200 % of total length required |

* Pumpset: Pumpset with ISI Specifications of reputed brands, such as ABS, KSB, Grundfos or equivalent.

** Valves: Valves with ISI Specifications of reputed brands, such as Kirloskar, Venus, Upadyaya, CALSONS, Endress and Hauser / Siemens / ABB / Krohne - Marshall or equivalent

Unless otherwise stated in the Contract, the Accepted Contract Amount covers the entire Contractor's works under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper design, installation, test, commission and trial operation at Section I of the Works and operation and maintenance at Section II of the Works. The Accepted Contract Amount shall cover the completion of both Sections of the Works and the re-modifying of any defects.

Note:

- i. The performance eligibility shall pertain to the similar works executed by the tenderer in any of the Central/State Government Departments/Quasi Government Organizations and Government Undertakings, a Private Organization. The performance experience for Central/State Government Department/Undertaking/ Quasi Government Organization should be supported by performance certificates issued by the concerned organization by an officer not less than the rank of Executive Engineer. **The experience certificates issued by an officer below the rank of Executive Engineer or on behalf of Executive Engineer will not be considered.**

In case of experience certificate of a Private Organization, the following criteria should be satisfied:

- a) The Photographs of the works undertaken for the Private Organization should be enclosed as a proof.
- b) The certificate of the work done for the Organization be enclosed by a Senior Official who should be at least of the rank of the General Manager or Equivalent.

- c) The above certificate should be countersigned by a Government Department Engineer at least of the rank of Assistant Executive Engineer and should also be Notarized.
- ii. **For the experience certificates furnished by the bidders which are obtained from the Departments outside the State, clarification will be obtained by the Employer from the concerned Department whenever felt necessary as to whether the details furnished in the certificates are genuine, before finalization of evaluation.**
- iii. The bills / claims should be prepared by the contractor as per Agreement and in accordance with the agreement executed and submitted to the Department
- iv. Sub contractors' experience for the particular works to be sublet **shall not be taken into account for arriving at the eligibility of the contractor/firm.**
- v. The tenderer should enter into proper agreement with sub contractor proposed to be sub let and furnish the documentary evidence along with bid.

Special Condition:

In case if a contractor/firm worked as sub contractor previously, then their experience in those particular components of work will be considered only if their sub contract/sublet work was properly approved by the User Department. A certified copy to that effect from Engineer in charge (not below the rank of Executive Engineer) must be produced for arriving at the performance eligibility for the particular work to be sublet.

7.4. Disqualification:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified at any point of time if they have

- i) made misleading or false representation in the form statements and attachments submitted and/or
- ii) Record of poor performance during the last **5** years as on the date of application such as abandoning the work rescinding of contract for which the reasons are attributable to the non performance of the Contractor inordinate delays in completion, consistent history of litigation awarded against the applicant or any of its constituents or financial failure due to bankruptcy etc.
- iii) been debarred/blacklisted as on the date of application by any Central/State Government Department/Undertaking/Organization and their bid will not be taken up for evaluation.

SPECIAL ATTENTION TO BIDDERS.

- I. Copies of experience certificates obtained from the Officer not below the Rank of **Executive Engineer** of respective user departments must be attested by Notary Public and produced.
- II. These Certificates should contain the following details
 - 1) Name of Scheme (Name of the :
State also to be specified)
 - 2) Contract No. and date :
 - 3) Value of Contract : Rs.
 - 4) Name of Contractor with :
full address
 - 5) Period of completion as :
specified in the Contract
 - 6) Date of commencement of work:
 - 7) Actual date of completion/
commissioning :
 - 8) Reason for the delay if any:
 - 9) Full details of components :
executed under this contract

10) Performance of the work should contain the following details:-

| <u>Component</u> | <u>Performance</u> |
|--|---|
| i) In case of pumping machinery : with lpm x head | Whether completed commissioned satisfactorily? |
| ii) In case of pipeline work (Type of : each pipe with dia, length, pressure must be given) | Whether completed and commissioned satisfactorily? |
| iii) In case of pumping station : allied civil works and Electrical and Mechanical works | Whether constructed and commissioned satisfactorily? |
| iv) In case of Sewage treatment plant : | Whether completed and Commissioned satisfactorily? |

Signature of Officer with Seal

C. BID DOCUMENTS

8. Contents of Bid Documents

- 8.1 The Bid Documents will comprise the following documents & addenda issued in accordance with clause 10 below:

Invitation for Bids
 Instruction to Bidders
 Eligibility/Qualification Criteria
 Forms of Bid
 Program Scheme and Financial Milestone
 Payment Schedule
 General Conditions of the Contract
 Special Conditions
 Technical Specifications
 Bill of Quantities
 Drawings
 Forms of Agreement
 Indemnity Bond

9. Clarification of Bid Documents.

- 9.1 A prospective bidder requiring clarification may raise the same at the time of Pre-bid meeting in writing or by cable (hereinafter the term cable is deemed to include telex and facsimile) at the employer's address indicated in the invitation for bid. The employer will respond to any clarification sought for.

10. Amendment to Bid Documents

- 10.1 At any time prior to 48 hours to the deadline for submission of bids, the Employer may amend the bid documents by issuing Addenda.
- 10.2 Any Addendum thus issued shall be part of the bid documents and shall be communicated in writing or by cable to all purchasers of the bid documents. Prospective bidders shall promptly acknowledge the receipt of each addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 21.2 of "Submission of Bids".

D. PREPARATION OF BIDS

11. Language of the Bid

- 11.1 The bid, and all correspondences and documents related to the bid exchanged by the bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the bidder may be in other language provided they are accompanied by an accurate translation of the relevant passages in either English or Tamil language, in which case, for purpose of interpretation of the bid, the translation shall prevail.

12. Documents comprising the Bid

- 12.1 The bid submitted by the bidder shall comprise the following:

Cover – 1 (Technical Bid)

i. The Bid Documents duly filled and signed

ii. List of Annexures

- a) Performance of the Bidder showing value of Civil Engineering work for the past three years – (7.1.4) – **Annexure-I**
- b) Average Annual Construction Turnover of last three years – (7.1.5) – **Annexure-II**
- c) Experience in works of similar nature and Magnitude within a period of 5 years – (7.1.6) – **Annexure-III**
- d) Commitment of works on hand – (7.1.6) – **Annexure-IV**
- e) Works for which Bids are already submitted – (7.1.6) – **Annexure-V**
- f) List of Equipments available with Bidder – (7.1.7) – **Annexure-VI**
- g) Qualification/Experience of key personnel proposed for technical and administrative functions under this contract – (7.1.8) – **Annexure-VII**
- h) Sample Format for evidence of access to or availability of credit facilities – (7.1.9) – **Annexure-VIII**
- i) Details of Litigation – (7.1.10) – **Annexure-IX**
- j) Declaration by the bidder – (7.1.11) – **Annexure-X**
- k) Details of components proposed to be sublet and sub contractors involved – (7.1.12) – **Annexure-XI**
- l) Technical staff to be employed (Para 10 of General Conditions)
– **Annexure-XII**

iii. List of Certificates.

- a) Signature of the Proprietor or Proprietress attested by the Notary Public (2.2)
- b) Signature of all the Partners/Power of Attorney attested by the Notary Public – (2.3)
- c) Registration of the firm, signature of the authorized person attested by the Notary Public – (2.4)
- d) A copy of the listed Power of Attorney authorizing the signatory of the bidder – (7.1.2)
- e) Proof of Registration of firm/Company (7.1.3)
- f) Audited Balance Sheets – (7.1.5)
- g) Credit line Certificate from Financial institutions – (7.1.9) (Format-VIII)
- h) Income Tax Clearance Certificate – (7.1.14)
- i) GST Verification Certificate – (7.1.15)
- j) Certificate of performance issued by not less than the rank of Executive Engineer of the organization concerned/responsible person of the private organization – (7.3)

iv. Bid Security

- v. Any other material required to be completed and submitted by the bidders in accordance with these instructions.

Cover – II (Price Bid)

12.2 Priced Bill of Quantity duly signed.

12.3 The Bid should be submitted only in the original documents as issued by the Employer or as downloaded from the website. No alteration or correction should be made under any circumstances in the Bid Documents issued by the Employer.

12.4 Conditional tenders are liable for rejection

13. Bid Prices

13.1 The contract shall be for the whole works as described in sub clause (1.1), based on the priced bill quantities submitted by the bidder.

13.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of works described in the Bill of quantities along with total bid price(both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities. Corrections, if any, shall be made by crossing out, initialing.

- 13.3 GST applicable @12% as per Govt. of India Notification No. 20/2017 – Central Tax(Rate) Dt.22.8.2017 and G.O.MS No.264, Finance(Salaries) Dept., Dt.15.09.2017 & G.O.Ms No.296/Finanace(Salaries) department/dated 09.10.2017 and as amended from time to time. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST/act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST/act to TWAD Board immediately after the Award of contract. The contract shall be responsible for deposition of applicable GST to the concerned authority.
- 13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 49.

14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

- 15.1 Bids shall remain valid for a period not less than **one hundred and twenty days** (120)days from the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Employer as non responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specific additional period. The request and the bidders' response shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend his bid security for; the period of extension.

16. Bid Security

The bidder shall furnish, as part of his bid, as bid security of **Rs.4.65 Lakh (Rupees four lakhs sixty five only)** in the following forms.

- 16.1 The bid security duly pledged in favour of **the Executive Engineer, TWAD Board, project Division, Pudukkottai** in any one of the following forms Deposit call receipt / Fixed deposit receipt/ Bank Guarantee (Prescribed format of the Bank Guarantee (Unconditional) for the bid security issued by a Nationalized Bank/Scheduled Bank located within state of Tamil Nadu/National savings certificate/Post office Savings Bank deposits.
- Unconditional Bank Guarantee in the prescribed format for the bid security issued by a Nationalized Bank/Scheduled Bank located within state of TamilNadu & valid for 45 days after the end of the validity period of the bid
FDR and deposits at call receipts should contain lien certificate issued by the Bank for encashment by department. The FDR furnished by the firm should also bear the signature of the authorized signatory on a revenue stamp at the back of the FDR.
- 16.2 Any bid not accompanied by bid security in stipulated form shall be rejected by the Employer as non responsive
- 16.3 The bid security of the unsuccessful bidders will be returned as promptly as possible, but not later than 30 days either after the expiration of the period of bid validity or after finalizations of the bid whichever is later.

- 16.4 The bid security of the successful bidder will be returned after the bidder has furnished the required performance security and signed the agreement. No interest is payable on Bid security by the Employer.
- 16.5 The bid security shall be forfeited.
- In the case of bidder withdrawing or modifying his bid during the period of bid validity
 - If the bidder does not accept the corrections of the bid price, pursuant to clause 28 of “Bid Opening and Evaluation”
 - In the case of a successful bidder failing to furnish the performance security in the specified form within the stipulated time.
 - In the case of successful bidder failing to enter into agreement within the stipulated time.
 - In the case of the bidder severing the conditions after intimation of the acceptance of the bid.
- 17. Compliance to Technical Design and Specifications.**
- 17.1 Bidders shall submit their offers that comply with the requirements of the bidding documents including the basic technical design as indicated in the drawing and specifications.
- 18. Format and Signing of Bid**
- 18.1 The bid document submitted to the Employer shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder in accordance with “Instructions to Bidders”. All pages of the bid and where entries or corrections have been made shall be initialed by the person signing the bid.
- 18.2 The bid shall contain no alteration or additions, except those to comply with the instructions issued by the Employer and wherever necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person signing the bid.
- 18.3 The technical and price bids (BOQ) as issued by the Employer should be submitted duly signed at the bottom of each page, failing which the bids will be summarily rejected.
- 19. Pre Bid Meeting:**
- 19.1 The bidder or his authorized representative, who are desirous, may attend the pre bid meeting which will take place at **Office of the Chief Engineer, TWAD Board, No.37, Easwari Nagar, Medical college road, Thanjavur-613004 Tamilnadu on .30.07.2020 at 11.00 A.M.**
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter than may be raised at that stage.
- 19.3 The bidder is requested, as far as possible, to submit the questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late.
- 19.4 Minutes of the meeting, including the text of the questions (without Identifying the source of enquiry) and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents.
Any modification of the bidding documents listed in clause 23.1 of “Submission of Bids”, which may become necessary as a result of the pre bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to clause 10 of the “Bid Document” and not through the minutes of the pre bid meeting. Then will be hosted on www.tenders.tn.gov.in and www.twadboard.gov.in
- 19.5 Attendance at the pre bid meeting is not mandatory and non attendance will not be a cause for disqualification of the bidder.

E. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

- 20.1 Two cover system shall be adopted for submission of bids.
- 20.2 The first cover shall contain the technical bid documents, supporting material relating to the eligibility criteria, Bid Security in the proper form and other connected Certificates.
- 20.3 No indication either direct or indirect, implicit or explicit regarding the rates and prices should be made in the technical bid or any other documents submitted in the first cover.
- 20.4 The second cover shall contain the Price Bid alone.
- 20.5 The bids should be submitted in the original bid documents as issued by the Employer.
- 20.6 The bid documents, under no circumstances, are transferable.
- 20.7 The first cover containing the Technical Bid and Bid Security and the second cover containing the Price Bid, should be pasted properly, sealed and super scribed indicating clearly the name of work and marking specifically as under:

Cover I - Technical Bid

Cover II - Price Bid

Both the covers containing the Technical bid and Price Bid should be placed in a common envelope, pasted, sealed and superscripted properly.

20.8 Format and signing of Tender

- 20.8.1 The Tenderer shall submit one original and one copy(hard) and one soft copy of technical bids comprising of Tender as described in the Instruction to Tenderers, bound in a format as stipulated.
- 20.8.2 All bidders will be provided with an electronic copy of the schedule of prices. Cells that contain permanent information and are not to be changed by the Bidder will be protected.
- 20.8.3 Cells into which the bidder can enter rates and Amount (where these may vary), will be left unprotected. However, the Employer will not enter any formulae in the spread sheets.
- 20.8.4 The Bidder is entirely responsible to ensure that the calculations presented in the Schedule of Prices are correct, and that the Bidder's offer is complete in all respects. The Price Bid completed in computerized printout, adopting the format of the Bid document in total and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 20.8.5 **The Tenderer shall submit the Price bid in duplicate one in hard copy and another in soft copy. The BOQ in the excel format is uploaded.** The Bidder will need to submit the completed Schedule of Prices together with the bound copy of the Price Proposal which has been issued by the Employer along with the separate Priced

Schedule of Prices, and to affix his signature on all pages of his submittal. The Bidder shall give an undertaking that the content of the CD and the content of hard copies are identical. In the case of discrepancy between the soft copy and hard copy (print out) furnished by the bidder, the hard copy (print out) will prevail. If there is discrepancy between the hard/soft copy furnished by the bidder and the hard copy issued by the Employer will prevail.

- 20.8.6 The Tender shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

- 20.9 All the envelopes shall be addressed to the Employer **“THE CHIEF ENGINEER, TWAD BOARD, THANJAVUR”** and bear the following identification

Bid for Providing 1.15 MLD Sewage Transmission main from TNSCB HFA project area for 1920 tenements at Narimedu of Pudukkottai district under deposit work to the existing 10.62 mld STP of Pudukkottai Municipality at Maurpini Grass farm under deposit work including trial run 6 months and paid maintenance for one year(Period of completion 12 months

Tender Invitation for BID No. 03/ F. STM to TNSCB /2020/ SDO / dt.03.07.2020. (Time and date of bid at 03.30 PM on **10.08.2020**. opening as per Clause 24 of “Bid Opening and Evaluation”) and should be submitted to the following Address: **Office of the Chief Engineer, TWAD Board, No.37, Easwari Nagar, Medical college road,Thanjavur-613004, Tamilnadu**

- 20.10 In addition to the Identification required in sub clause above, the envelope shall indicate the name and address of the bidder to enable the bid to be returned in case it is declared late, pursuant to Clause 22 of “Submission of Bids”.
- 20.11 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of the Bids

- 21.1 Bids must be received by the Employer at the address specified in clause 20.9 above not later than **3.00 P.M** on **10.08.2020** In the event of the specified date for the submission of bids declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.
- 21.2 The Employer may extend the deadline for the submission of bids by issuing amendment in accordance with clause 10 of “Bid Documents” in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

- 22.1 All bids received by the Employer after the deadline prescribed in clause 21 of “Submission of Bid” will be returned unopened to the bidder.

23. Modification and Substitution of Bids

- 23.1 The bidder may modify or substitute his bid after submission, provided that written notice of the modification and substitution is received by the Employer prior to the deadline for submission of bid.
- 23.2 The bidder's modification or substitution shall be prepared, scaled, marked and delivered in accordance with provisions of clause 20 and 21 of "Submission of Bid", with the envelope additionally marked '**MODIFICATION**' or '**SUBSTITUTION**' as appropriate.

The modification / substitution for price bid cover should be super scribed as **PRICE**
'MODIFICATION' / SUBSTITUTION COVER.

- 23.3 No bid shall be modified or substituted after the deadline for submission of bids.
- 23.4 Modification or substitution of a bid between the deadline for submission of bids and the expiration of the original period of validity specified in clause 15.1 of "Preparation of Bids" or as amended pursuant to clause 15.2 of "Preparation of Bids" may result in the forfeiture of the Bid Security pursuant to Clause 16 of "Preparation of Bids".

F. BID OPENING AND EVALUATION

24. Bid Opening

- 24.1 The Employer will open all the bids received (except those received late) including modifications made pursuant to clause 23 of "Submission of Bids", in the presence of the bidders or their representatives who choose to attend on the date at the time in the address specified in clause 20 of "Submission of Bids". (In the event of specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day).
- 24.2 Envelopes marked "withdrawal", "substitution" and "modification" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 23 of "Submission of Bids" shall not be opened. Envelopes superscribed as **'MODIFICATION' / SUBSTITUTION to price bid will be opened at the time of opening of the price bid.**
- 24.3 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, bid modification, (substitution) and withdrawals, the presence or absence of Bid Security and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Bids (and modifications) sent pursuant to clause 22 of "Submission of Bids" that are not opened and read out at the bid opening will not be considered for further evaluation regardless of the circumstances. Withdrawn bids will be returned unopened to the bidders.

25. Process to be Confidential

- 25.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his bid.

26. Clarification of Bids.

- 26.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any Bidder for clarification of his bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 28 of "Bid Opening and Evaluation".

27. Examination of Bids and Determination of Responsiveness

- 27.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid
- (a) meets the eligibility criteria set out in clause (7) ;
 - (b) has been properly signed,
 - (c) is accompanied by the required securities and
 - (d) is substantially responsive to the requirements of the Bid Documents,

- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works. (b) which limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights to the Bidder's obligations under the contract, or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The decision of the Employer on the issue whether the Bid is responsive or not" will be final and binding on the bidders. The Employer is not bound to disclose the reason in case a bid is determined by him as non responsive.

28. Correction of Errors

- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:
- If any variation in the rates in words and figures , the lesser of the two will only be taken into consideration.
 - Where there is a discrepancy between the unit rate and line item total resulting from multiplying the unit rate by the quantity , the unit rate as quoted will govern.
 - Where there is an arithmetical discrepancy in the page total as well as grand total, the corrected total by the Employer will govern
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of the Bid, his bid will be rejected and his bid security may be forfeited in accordance with Clause 16.5 of "Preparation of Bids".

29. Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 27 of "Bid Opening and Evaluation".
- 29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid price as follows:
- making any correction for errors pursuant to Clause 28 of "Bid Opening and Evaluation". or making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 23 of "Submission of Bids"
- 29.3 The Employer reserves the right to accept or reject any variation / deviation.
- 29.4 **If the Bid of a successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.**

After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 34 of; "Award of Contract" be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

G. AWARD OF CONTRACT

30. Award Criteria.

- 30.1 Subject to Clause 29 of "Bid Opening and Evaluation", the Employer will award the contract to the Bidder, whose Bid has been determined to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provision of clause 6 of "Eligibility/Qualification Criteria" and (b) qualified in accordance with the provisions of Clause 7 of "Eligibility / Qualification Criteria".

31. Employer's Right to Accept any Bid and to Reject any or all Bids

- 31.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

32. Notification of Award

- 32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance"), will state the sum that the Employer will pay to the contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called the "Contract Price").
- 32.2 The notification of award will constitute the formation of the Contract.

33. Registration in TWAD

- 33.1 The successful contractor/firm, if not a registered contractor in Tamil Nadu Water Supply and Drainage Board, he / they shall get himself / themselves registered in TWAD Board.

34. Performance Security

- 34.1 **A) Within 28 days from the date of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security**
- i in the form of National Savings Certificate/Post Office Savings Deposit account purchased within the State of Tamil Nadu and pledged in favor of the Executive Engineer, TWAD Board, Project Division, Pudukkottai.**
 - (OR)**
 - ii Unconditional and irrevocable bank guarantee issued by any one of the branches of Nationalized Bank or scheduled Bank within the State of Tamilnadu, provided they are in prescribed format (enclosed in this Document) in favor of the Executive Engineer, TWAD Board, Project Division, Pudukkottai for an amount.**
 - a. For tenders with any plus Percentage and up to minus 5 percentage of department value – 2 % of contract value.**
 - b. For tenders with minus 5 Percentage and up to minus 15 percentage of department value – 4 % of contract value.**

c. For tenders with more than minus 15 Percentage of department value – 5 % of contract value.

- 34.2 The bidder along with the performance security, shall deliver a non judicial stamp paper for Rs.100/- (Rupees One Hundred only) at his cost for executing the agreement.

35. Signing of Agreement

- 35.1 The Employer on receipt of the performance security and non judicial stamp paper, will furnish to the bidder the Agreement in the form prescribed, incorporating all terms and conditions between the Employer and the successful bidder.
- 35.2 The Bidder should remit the performance security prescribed by the Employer in the form as in Clause 34 above and sign the agreement in the presence of the Employer within 28 days from the date of Letter of Acceptance notifying the award of contract.
- 35.3 Upon furnishing the performance security by the successful bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 35.4 Failure of the successful bidder to comply with the requirements of Clause 34 & 35 and 35.2 of “Award of Contract” shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such other remedy the Employer may take under the contract

Amendment to Agreement:

- 35.5 Any amendment shall be issued by mutual consent between the Employer and the contractor only with out any contrary to the bid conditions.

36. Forfeiture of Performance Security

- 36.1 The performance security is liable to be forfeited in cases where the firm/contractor fails to carry out the work in accordance with the specifications, terms and conditions of the contract leading to termination of the contract.

IV. PROGRAMME SCHEDULE

37. Project completion and Financial Milestone

- 37.1 The twenty eighth day from the date of issue of work order shall be reckoned as the start date of the contract period.
- 37.2 Entire project must be completed in all respects within **Twelve** months for construction work and **six** months for trial run, successful commissioning & proof of guarantee performance.

The mile stone for each component would be as under.

| Sl. No. | Description | % of achievement | Cumulative % of achievement |
|----------------|---|-------------------------|------------------------------------|
| 1. | Upto I Milestone (4 Months) | 35 | 35 |
| 2. | Upto II Milestone (8 Months) | 35 | 70 |
| 3. | Upto III Milestone (12 Months) | 30 | 100 |
| 5. | For six months (6 Months) | Trial run | |
| 6. | Operation and Maintenance of STM to TNSCB | 12 Months | |

38. Program Schedule / Rate of Progress / Milestone

- 38.1 The Contractor, within seven days from the date of signing of the agreement shall submit to the Engineer for approval **an Activity Chart showing the general methods, arrangements, order, and timing for all the activities in the Works.**
- 38.2 An update of the Activity Chart shall be a Program showing the actual progress achieved on each activity and the progress to be achieved on the remaining work including any changes to the sequence of activities. The Contractor shall submit to the Engineer in charge, for approval, an updated Activity Chart. The Employer reserves the right to approve or reject the updated Activity Chart without prejudice to levying of liquidated damages for slow progress.

39. Penalty for Defective Construction

If any defect is noticed by the Employer in the construction of any portion of work/component, the Employer shall levy penalty upto 10% of the total value of the defective work as assessed by the Engineer in charge, in addition to rectification of defective works at his cost.

40. Liquidated damages

- 40.1 Provided the firm/contractor fails to maintain the required rate of progress/mile stones liquidated damages will be invoked at the rate of 0.05% per week for the unfinished work. The firm/ contractor achieve the next mile stone within the stipulated period cumulatively (i.e., including the first mile stone) the levied Liquidated Damages will be revoked . The amount recoverable towards liquidated damages shall not be more than 10% of the total value of contract value. The imposition of the liquidated damages clause will be without prejudice to the rights of the Employer to terminate the contract as time barred.
- 40.2 For imposing liquidated damages, detailed show cause notice shall be served on the defaulting firm/contractor either by RPAD or through personal service. The first notice

shall be served allowing 15 days time to the firm/contractor for furnishing the reply by them. In case of non receipt of reply on expiry of 15 days time from the date of first notice, the second notice shall be served allowing 7 days of time to the firm/contractor for furnishing the reply by them. Again in case of non receipt of reply on expiry of 7 days time from the date of second notice, the third notice shall be served allowing 3 days of time to the firm/contractor for furnishing the reply by them. On receipt of the reply, it shall be verified by the Engineer in charge and liquidated damages clause shall be invoked by issuing an explicit speaking order to the firm/ contractor, Similarly, the non receipt of any reply from the firm/ contractor shall attract imposing the liquidated damages clause automatically and in this case also, the liquidated damages shall be imposed by issuing an explicit speaking order to the firm/contractor.

41. Foreclosure of Works

The Employer shall have the right to issue notice to the firm/contractor, for any reason whatsoever does not require the whole or part of the works to be carried out after the award of the contract. The contractor shall not have any claim towards compensation or whatsoever, on account of any profit or advantage, which he might have derived from the execution of such works. For the works executed which could not be utilized in view of the foreclosure, the firm/contractor shall be paid a eligible amount as certified by the Engineer in charge.

V. PAYMENTS AND RECOVERIES

42. Payment Schedule

Payment shall be made in stages for each component as envisaged under:

CIVIL WORKS:

Payment may be released up to
 95% of the measured and check measured quantity
 2.5% on commissioning of the scheme and
 2.5% on commissioning of the entire scheme against unconditional irrevocable
 Bank Guarantee for a period of 2 years

1. PUMPING MAIN, SEWER NETWORK

| | | |
|---|-----|------|
| After supply at site | - | 75 % |
| After laying, jointing and testing of pipe | - | 85 % |
| After satisfactory completion of trial run and Commissioning of the entire length of main | } - | 95 % |
| After commissioning of the entire scheme -100% against unconditional irrevocable Bank Guarantee for a period of 2 years for the 5% Of the amount | } - | 100% |

1. Mechanical items in Pumping plant & Treatment plant

| | | |
|--|-----|------|
| After receipt of materials at site | - | 75 % |
| After erection | - | 90 % |
| After commissioning | - | 95% |
| After commissioning of the entire scheme 100% against unconditional irrevocable Bank Guarantee for a period of 2 years for the 5% Of the amount | } - | 100% |

3. For Higher capacity pumpsets (above 25 HP)

| | | |
|---|-----|------|
| After receipt of materials at site | - | 75 % |
| After erection, commissioning & Post installation, inspection by third Party agency | } - | 95 % |
| After commissioning of the entire scheme -100% against unconditional irrevocable Bank Guarantee for a period of 2 years for the 5% Of the amount | } - | 100% |

MAINTENANCE

Maintenance of the scheme – paid maintenance for **12 months**.

Section – I - Project Completion and Commissioning.- **12 months** ,

Trial run – 6 months

Section – II - Paid maintenance for 12 months

Note:

- The percentage of payment mentioned above is with reference to the total value of each component as per the agreement entered into by the firm/contractor except pumping main and sewer network system.
- The payment shall be made for each component as per the actual measurement upto the percentages mentioned above for the stage of progress of each component. In the case of actual value of works carried out becoming lesser than the percentage limits prescribed for the stages, the payments shall be restricted to the actuals.
The bill will be prepared at the end of every month and payment will be made accordingly.
- 5% of the value of every running bill shall be retained by the Employer as additional performance security.
- Payments shall become eligible only for finished items of works in all respects

42.1 **Preparation of bills:**

The Contractors will submit their bills every month in the M.Book format for the Quantity only of the relevant running bill duly signed. This will be treated as claim of the Contractor to consider payment every month.

The Contractor shall submit their bills to the Executive Engineer or any of his subordinate officer under his control as directed by the Executive Engineer. The Executive Engineer shall be responsible to scrutinize and make payment to the Contractor within 6 weeks from the date of submission of bills by the Contractor concerned.

43. **Release of Performance Security & Retention Amount**

- 43.1 In addition to the withheld amount, 40% of the amount of each bill of the contract shall be deducted and will be retained till the date of receipt of certificate of water tightness from the Executive Engineer, TWAD Board. The whole of the above sum of together with any recovery from the payments already made to the contractor as may be assessed by the Executive Engineer shall be forfeited to the TWAD Board if the RCC reservoir develops structural defects or leaks. The above recovery shall be exclusive of the amount deposited towards security deposit. The fact of carrying out water tightness test should be recorded in the M. Book. The last part bill should be passed only after above certificate is issued. However, the contractor shall be permitted to execute an indemnity bond in lieu of the recovery of 40% in each bill in prescribed form in non judicial stamp paper for a value of Rs.100.00 towards water tightness and structural stability of the reservoir/water retaining structure. The period of guarantee required by the contract shall be two years from the date of completion and commissioning (with filling of water up to maximum water level in the case of service reservoir/over head tanks/water retaining structure). If defects are noticed within the stipulated period of 24

months of satisfactory performance, the defects should be rectified by the contractor at his own cost and the performance period again shall be reckoned from the date of completion of the rectification of defects by the contractor. In the case of service reservoir/over head tanks and other water retaining structures during this period, structure under full working head of water should show no sign of leakage. The test for water tightness should be arranged to be carried out and completed within 30 days from the date of intimation by the Engineer in charge. The testing of the service reservoir/over head tank and other water retaining structures should be done by the contractor at his own cost inclusive of all necessary equipment, water etc., complete. The test for water tightness of the structure as well as materials of construction used shall be conducted in conformity with the standard specifications as per I.S. 3370 (Part-I) – 1965 as amended from time to time and the other specifications as mentioned in the Bid Document.

- 43.2 The security deposit less any amount due to the Board and 2 ½ % out of the total 5% of the retention amount made in every running bill shall be released in final bill which shall be prepared after the works are completed in all respects and after completion of maintenance period.
- 43.3 In respect of building works, RCC reservoir and other works where water tightness and soundness are to be watched for more than 6 months notwithstanding above clause, the balance 2 ½ % out of the total 5% retention amount from final bill in respect of contract for original construction or original building works, construction of RCC reservoir work etc., will be retained by Engineer in charge and paid to then contractor after a period of 24 months of satisfactory performance of entire civil works including maintenance period and on production of irrevocable Bank Guarantee in a prescribed form for the above amount for a further period of 3 years beyond the above said 2 years to ensure structural stability
- 43.4 The whole of the above, it is the duty of the contractor to check the verticality of water retaining / storage structures with the use of survey instruments by the contractor at his cost as a forming part of the works.

44. Recovery of money payable to the TWAD Board

- 44.1 All losses, costs, damages and expenses and other money payable to the Board by the contractor under any stipulation in the contract, may be retained out of any money due or which may subsequently become due from the Board to the contractor under any contract or otherwise whatsoever and in case such money then due or to become due to the contractor by the Board shall be insufficient to pay such losses, costs, damages, and other money payable to the TWAD Board by the contractor, it shall be lawful for the Engineer in charge without any further consent on the part of the contractor to sell or dispose of any securities deposited in the Board by the contractor as aforesaid and with and out of the proceeds of such sale, after payment of all expenses connected therewith or reimburse and pay to the Board all such losses, cost, damages and expenses and other money payable to the contractor. And in case such proceeds of sale of the said securities shall be insufficient for such purpose then and in that case it shall be lawful for the Board to recover the residue thereof, if necessary by legal proceedings and or by resorting to revenue recovery act against the contractor.

45. Income Tax

- 45.1** During the course of the contract period, deduction of income tax shall be made at the prevailing rates from every payment as may be specified by the income tax department.
- 45.2** GST applicable @12% as per Govt. of India Notification No. 20/2017 – Central Tax(Rate) Dt.22.8.2017 and G.O.MS No.264, Finance(Salaries) Dept., Dt.15.09.2017 & G.O.Ms No.296/Finance(Salaries) department/dated 09.10.2017 and as amended from time to time. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST/act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST/act to TWAD Board immediately after the Award of contract. The contract shall be responsible for deposition of applicable GST to the concerned authority.

46. Fund contribution for Manual workers:

Towards contribution of fund for the benefit of manual workers employed in the construction works an amount equivalent to one percent of total estimated cost of the construction work proposed will be paid by the Employer direct to the respective welfare Board, as per G.O. Ms. No. 295/ Labour and Employment (I2) Department/ Dated: 17.12.2013, subject to issue of amendments from time to time by the respective department of Government of Tamil Nadu. (Lump sum provision for this contribution may be appropriately made in the Estimates sanctioned for the schemes and the amount would be remitted at the end of the financial year to the labour welfare Board, as per G.O Ms. No.283, MAWS Dept, Dated: 11.11.2010)

47. Price Adjustment

- 47.1** The conditions for price adjustment shall be in accordance with G.O Ms. No. 101/ Public works (G2) department/ dated: 10.06.2009, G.O Ms. No. 227/ MA&WS (MA3) Department/ Dated: 23.11.2009 & B.P. Ms. No. 93/ COM wing/ Dated: 12.08.2009. The amounts payable to the Contractor shall be adjusted for rises or falls in the cost of specified materials and all labour, by the addition or deduction of the amounts determined by the formulae prescribed in this Clause. To the extent that full compensation for any rise or fall in costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.
- i. Full price adjustment on all components including cement, steel, bitumen and petroleum, oil and lubricants (POL) shall be applicable to the works with contract period of more than 12 months.
 - ii. In respect of contracts of 12 months and below, price adjustment shall be applicable in respect of cement, steel, bitumen and petroleum, oil & lubricants (POL) only.
 - iii. Price adjustment clause will be applicable for all works, where value of work put to tender costing Rs.100 lakhs and above. However No price adjustment will be applicable for maintenance and Repair works.

- iv. Price adjustment will apply only when the rates exceed or decrease by 3% or more as compared to the estimated rates (RBI Index Price)
- v. The Price adjustment shall be calculated only on the **departmental estimated cost of the work**. (For minus tender, the value of work done will be adopted)
- vi. All the works for which price escalation/ variation is contemplated must have milestones fixed in physical terms and have a prefixed time line for use of inputs-clearly indicating the nature and quantum of eligible inputs to be used for the work for the relevant period between two mile stones. Price variation/ escalation will be applicable for those quantities 'actually' used by the contractor including additional quantities, if any, used or achieved ahead of the time line. However, if the contractor does a certain quantity of the work in the third quarter which ought to have been done in earlier quarter, price variation/ escalation will still be applicable on the quantity at the rates applicable in the relevant quarter as per time line or period of actual use, whichever is less.
- vii. Liquidated damages will be imposed on the contractor for the lapses/ shortfall in achieving the rate of progress as per existing schedule.
- viii. The price adjustment mechanism will cease to operate for value of work executed beyond the agreement period. But agreement period shall include the 'actual period', for which the work was 'suspended officially' and extension of time permitted for any valid reasons such as war, natural calamities, like-flood, earth quake and other risks arising out of acts of God during the agreement period; work delayed due to the land acquisition process; change in design, change in scope of work, etc., which is given in writing by the Tender Calling Officer of the respective work.

Price adjustments will be calculated once in a quarter as per the specified formula from the last date of submission of bid up to the end of agreement period provided, if the agreement is signed within the minimum specified time, failing which, the price variation will be applicable from the date of agreement only, based on the whole sale price indexes of RBI. The quarter would be reckoned with reference to the quarter of the calendar year in which the last date on bid submission is fixed. In case of delayed agreement, the quarter in which the Agreement is signed will be reckoned for the purpose of calculation of Price Adjustments.

47.2 Formulae for price adjustment

The price adjustment shall be calculated only on the **departmental estimated cost of the work**, which is abbreviated as "R" in the formula.

(The provisions of the G.O. Ms. No. 227/MA&WS(MA3)Dept., Dated 23.11.2009 will be followed)

(i) Adjustment for cement

Price adjustment for increase or decrease in the cost of cement procured by the Contractor shall be paid in accordance with the following formula.

$$V_c = 0.85 \times P_c / 100 \times R (C_1 - C_0) / C_0$$

V_c = Increase or decrease in the cost of work during the period under consideration due to changes in the rates for cement.

C_o = The All India Average whole sale price index for cement (Ordinary Portland cement) etc., for the quarter of the calendar year in which the last date of Bid submission is fixed. In case of delayed agreement, the quarter in which the agreement is signed, as published by RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

C_1 = The All India Average whole sale price index for cement (grey cement) for the quarter under consideration to which a particular Interim Payment Certificate is related as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

P_c = Percentage of Cement component of the item, stipulated in the Table 49.2 under (a).

(ii) Adjustment for steel reinforcement/structural steel

Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula.

$$V_s = 0.85 \times P_{sr} / 100 \times R (S_1 - S_0) / S_0$$

V_s = Increase or decrease in the cost of work during the period under consideration due to changes in the rates for steel.

S_o = The All India Average whole sale price index for MS bars and rounds for steel reinforcement (Rebars) as applicable for the items for the quarter of the calendar year in which the last date of Bid submission is fixed. In case of delayed agreement, the quarter in which the agreement is signed, as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

S_1 = The All India Average whole sale price indices for MS bars and rounds for steel reinforcement (Rebars) for the quarter under consideration to which a particular Interim Payment Certificate is related as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

P_{sr} = Percentage of component of steel reinforcement or structural steel in the item, stipulated in the Table 49.2 under (a).

(iii) Adjustment for Cast Iron pipes and specials

Price adjustment for increase or decrease in the cost of Cast Iron pipes and specials procured by the Contractor shall be paid in accordance with the following formula.

$$V_{ip} = 0.85 \times P_{ip} / 100 \times R (IP_1 - IP_0) / IP_0$$

V_{ip} = Increase or decrease in the cost of work during the period under consideration due to changes in the rates for Cast Iron pipes and specials.

IP_o = The All India Average whole sale price index for grade pig iron for the quarter of the calendar year in which the last date of Bid submission is fixed. In case of delayed agreement, the quarter in which the agreement is signed, as published by RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

IP₁= The All India Average whole sale price indices for pig iron for the quarter under consideration to which a particular Interim Payment Certificate is related as published by RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

Pip = Percentage of components of Cast Iron pipes in the work in the item stipulated in the Table 49.2 under (a).

(iv) Adjustment for UPVC pipes and specials:

Price adjustment for increase or decrease in the cost of UPVC Pipes and specials shall be paid in accordance with the following formula.

$$VP_v = 0.85 \times PP_v / 100 \times R \times (PV_1 - PV_o) / PV_o$$

VP_v = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for UPVC Pipes and specials.

PV_o = The all India average wholesale price index for Plastic / UPVC pipe for the quarter of the calendar year in which the last date of Bid submission is fixed. In case of delayed agreement, the quarter in which the agreement is signed, as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

PV₁= The All India Average whole sale price indices for Plastic/UPVC pipe for the quarter under consideration to which a particular Interim Payment Certificate is related as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

PP_v = Percentage of PVC Pipes and specials component of the work

(v) Adjustment for Labour cost

Price adjustment for increase or decrease in the cost of labour procured by the Contractor shall be paid in accordance with the following formula.

$$VL = 0.85 \times PL / 100 \times R (CPI_1 - CPI_0) / CPI_0$$

VL = Increase or decrease in the cost of work during the period under consideration due to changes in the cost of labour.

CPI₀ =The Average consumer price index (CPI) for industrial workers for Thanjavur centre for the quarter of the calendar year in which the last date of Bid submission is fixed. In case of delayed agreement, the quarter in which the agreement is signed, as published by RBI / Labour Bureau, Ministry of Labour and Employment, Government of India

CPI₁= The Average consumer price index for industrial workers for Thanjavur centre for the quarter under consideration to which a particular interim payment certificate is related as published by RBI / Labour Bureau, Ministry of Labour and Employment Government of India.

PL = Percentage of components of labour in the work in the item stipulated in the table 2 under (a).

(vi) Adjustment for Electrical Machineries and equipments

Price adjustment for increase or decrease in the cost of Electrical equipments and machinery procured by the contractor shall be paid in accordance with the following formula

$$VE = 0.85 \times P_E / 100 \times R \times (E_1 - E_0) / E_0$$

VE = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Electrical equipments and machinery

E₀ = The All India Average whole sale price index for Electrical Machinery and Equipment for the quarter of the calendar year in which the last date of Bid submission is fixed . In case of delayed agreement, the quarter in which the agreement is signed, as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

E₁ = The All India Average whole sale price indices for Electrical Machinery and Equipment for the quarter under consideration to which a particular Interim Payment Certificate is related as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

P_E = Percentage of Electrical machinery and equipments of the work.

Note: For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

(vii) Adjustment of Local materials

Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M₀ = The All India Average whole sale price index for (all commodities) for the quarter of the calendar year in which the last date of Bid submission is fixed. In case of delayed agreement, the quarter in which the agreement is signed, as published by RBI/Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

M₁ = The All India Average whole sale price index for (all commodities) for the quarter under consideration to which a particular Interim Payment Certificate is related as published by RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi.

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

Table 47.2 : Percentages of various components in the work.

| Sl. No., | Component | | Percentage |
|----------|-----------|-----|------------|
| i. | Cement | Pc | 4.93% |
| ii. | Steel | Psr | 0.44% |

48. Mobilization Advance
Deleted.

VI. LIST OF ANNEXURES

| Sl. No. | Description | Para No. |
|----------------|---|-------------------------------|
| I. | Performance of the bidder showing value of Civil Engineering work for the past three years | 7.1.4 |
| II. | Average Annual Construction Turnover | 7.1.5 |
| III. | Experience in works of similar nature and Magnitude within a period of 5 years | 7.1.6 |
| IV. | Commitment of works on hand | 7.1.6 |
| V. | Works for which Bid already submitted | 7.1.6 |
| VI. | List of Equipments available with Bidder | 7.1.7 |
| VII. | Qualification/Experience of key personnel proposed for technical and administrative functions under this contract | 7.1.8 |
| VIII. | Sample Format for evidence of access to or availability of credit facilities | 7.1.9 |
| IX. | Details of Litigation | 7.1.10 |
| X. | Declaration by the bidder | 7.1.11 |
| XI. | Details of components proposed to be sublet and sub contractors involved | 7.1.12 |
| XII. | Technical staff to be employed | Para 10 of General Conditions |

VII. LIST OF CERTIFICATES

| Sl. No. | Description of Certificate | Para No. |
|----------------|---|----------------------|
| 1 | Signature of the proprietor or proprietress attested by the Notary Public | 2.2 |
| 2 | Signature of all the partners/power of attorney attested by the Notary Public | 2.3 |
| 3 | Registration of the firm, signature of the authorized person attested by the Notary Public | 2.4 |
| 4 | A copy of the listed power of attorney authorizing the signatory of the bidder | 7.1.2 |
| 5 | Proof of registration of firm/Company | 7.1.3 |
| 6 | Audited Balance Sheets | 7.1.5 |
| 7 | Credit line Certificate from Financial institutions | 7.1.9 Format-VIII |
| 8 | Income Tax Clearance Certificate | 7.1.14 |
| 9 | GST Registration Certificate | 7.1.15 |
| 10 | Certificate of performance issued by not less than the rank of Executive Engineer/Responsible person of the private organization. | |

ANNEXURE I

Performance of the Bidder showing Total Monetary Value of Civil Engineering works in the last Five Financial Years

| Year | Monetary Value of Civil Engineering work (Rs. In lakhs) |
|-------------|--|
| 2015-2016 | |
| 2016-2017 | |
| 2017-2018 | |
| 2018-2019 | |
| 2019-2020 | |

Seal of the Firm

Signature of the bidder with date

ANNEXURE II**Annual Construction Turnover**

Each Bidder must fill in this form

| Annual Turnover Data (Civil Engineering Work) in the Last Three Financial years. | | |
|---|-------------|----------------------------|
| Sl. No. | Year | Amount Currency |
| 1 | 2017-2018 | |
| 2 | 2018-2019 | |
| 3 | 2019-2020 | |
| Average Annual Construction Turnover | | |

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

Seal

.....

(Signature of the Bidder)

ANNEXURE III**Experience in works of similar Nature and Magnitude within a period of 5 years**

| Sl. No | Contract No. and Name of the Project | Description of the work | Name of the employer with full address | Value of the Contract (Rs. In lakhs) | Date of Issue of Work Order and stipulated period of completion | Actual date of completion | Reason for the delay, if any in completing the Project |
|--------|--------------------------------------|-------------------------|--|--------------------------------------|---|---------------------------|--|
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Seal of the firm**Signature of the bidder with date**

ANNEXURE IV**Commitments of works on hand**

| Sl. No | Contract No and Name of the Project | Description of the work | Name of the employer with full address | Value of the contract (Rs. In lakhs) | Date of Issue of work order and stipulated period of completion | Value of works remaining to be completed (Rs. In lakhs) | Anticipated date of completion |
|--------|-------------------------------------|-------------------------|--|--------------------------------------|---|---|--------------------------------|
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Seal of the firm**Signature of the bidder with date**

Contractor

Chief Engineer/TNJ

ANNEXURE V**Works for which Bids are Already Submitted**

| Sl. No | Contract No and Name of the Project | Description of the work | Name of the employer with full address | Value of the contract (Rs. In lakhs) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|--------|-------------------------------------|-------------------------|--|--------------------------------------|---------------------------------|--------------------------------|----------------|
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Seal of the firm**Signature of the bidder with date**

Contractor

Chief Engineer/TNJ

Annexure VI**List of Equipment Available with Bidder**

| Sl. No. | Equipment Name | Requirement for the project | | Availability Status | | | Remarks |
|---------|----------------|-----------------------------|----------|-------------------------------|------------------|---------------|---------|
| | | Nos. | Capacity | Owned/ leased/ To be procured | Nos and capacity | Age/condition | |
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Seal of the firm**Signature of the bidder with date**

ANNEXURE VII**Qualification/Experience of key personnel proposed for technical and administrative functions under this contract**

| Sl. No | Name of the person | Position for which proposed | Qualification | Total Years of experience | Years of experience in the proposed position | Remarks |
|--------|--------------------|-----------------------------|---------------|---------------------------|--|---------|
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Seal of the firm**Signature of the bidder with date**

ANNEXURE VIII**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT
FACILITIES – CLAUSE 7.1.9****BANK CERTIFICATE**

This is to certify that M/s..... is a
reputed company with a good financial standing.

If the contract for the work, namely..... is awarded
to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of
Rs..... to meet their working capital requirements for executing the above contract.

ANNEXURE IX**Details of Litigation, if any.**

| Sl. No | Name of the Govt. Dept./Private Organisation (Other party) | Cause of the litigation | Amount involved (Rs. In lakhs) | Award for (or) against bidder | Remarks / present stage |
|--------|--|-------------------------|--------------------------------|-------------------------------|-------------------------|
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Note : Should be attested by the Notary public.

Seal of the firm

Signature of the bidder with date

ANNEXURE X**Declaration by the Bidder:**

It is to certify that our firm
.....has not been black listed, banned, debarred in any Central
Government Department or Undertaking/Organization or any State or Union Territory,
Department or Undertaking/Organization.

Seal

.....
.....

(Signature of the Bidder)

ANNEXURE XI**Details of Components proposed to be sublet and sub-contractors involved**

| Sl. No | Name of component proposed to be sublet | Name of the Sub Contractor | Details of experience in similar work | Annual turnover of Sub-Contractor for the last 3 years (Rs. In lakhs) |
|--------|---|----------------------------|---------------------------------------|---|
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Seal of the firm**Signature of the bidder with date**

ANNEXURE XII**Technical Staff to be employed**

I/We shall/Will employ the following technical staff as per the prescribed rules

| Sl. No | Name of the technical staff to be employed | Designation | Qualification |
|--------|--|-------------|---------------|
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Seal of the firm

Signature of the bidder with date

VII. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have its meanings hereby assigned to them, except where the context otherwise requires.

“Board” means the Tamil Nadu Water Supply and Drainage Board, a statutory body constituted under the Tamil Nadu Water Supply and Drainage Board Act 1971 having its office at No.31, Kamarajar Salai, Chepauk, Chennai – 600 005 and any officer authorized to act on its behalf

“Employer” means the Tamil Nadu Water Supply and Drainage Board and shall include the officers duly authorized to act on its behalf

“Contractor” means the person or persons, firm or company whose tender has been accepted by the Employer and includes the authorized representatives, successors, heirs, executors, administrators

“Subcontractor” means any person or persons, firm or company named in the Contract as a Subcontractor for a part of the Works or any person or persons, firm or company to whom a part of the Works has been subcontracted with the consent of the Engineer and includes the authorized representatives, successors, heirs, executors, administrators of such Subcontractors

“Engineer” means the Executive Engineer or any other Engineer appointed from time to time by the Employer to act as Engineer for the purposes of the works brought under this contract

“Engineer in charges” means the Executive Engineer or any other Engineer authorized by him.

“Engineer’s representative” means any Resident Engineer or assistant of the Engineer or any clerk of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in respect of this Contract.

“Contract” means the Invitation for Bids and amendment made thereof, Letter of Acceptance, the formal Agreement executed between the Employer and the Contractor together with the documents referred to therein, General Conditions of the Contract, Special Conditions, Specifications, Minutes of the pre Bid conference, Design, Drawings, Schedule of Rates and Prices, Bill of quantities, Rate of Progress etc., All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

The quality parameters laid down in relevant BIS, TNBP, Bid Documents etc., are to be followed and it is stipulated to complete the entire works in all respects satisfactorily and commission within the stipulated period and maintain the scheme for the specified period.

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the contractor for the execution, completion and maintenance of the works, subject to such additions thereto or deductions therefrom as may be provided under this Contract and the remedying of any defects therein in accordance with the provisions of the contract.

“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things included to form or forming part of the permanent works.

“Works” shall include both permanent works and temporary works. “Permanent works” means the works of permanent nature to be executed, completed and maintained (including Plant) in accordance with the contract. “Temporary works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and remedying of the defects therein

“Specification” means the schedules, detailed designs, technical data, performance Characteristics and all such particulars referred to in the bid/contract and any modification thereof or addition thereto as may from time to time be furnished or approved by the Employer.

“Drawings” means the drawings, calculations and technical information referred to in specification and any modification of such drawings approved in writing by the Engineer and such other drawings, calculations and technical information as may from time to time be furnished or approved in writing by the Engineer.

“Site” means the land and other places on, under, in or through which the Permanent works and/or Temporary Works are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

Approved means approval in writing including subsequent written confirmation of previous verbal approval

“Test” means such test or tests as are prescribed in the specifications or considered necessary by the Engineer

“ISS” means Indian Standard Specifications

“BIS” means Bureau of Indian Standards

“TNBP” means Tamil Nadu Building Practice

“Day” means a Calendar day from midnight to midnight)

“Week” means seven consecutive days.

“Month” means from the beginning date of a given date of a calendar month to the end the preceding date of the next calendar month

“Quarter” means a period of three months reckoning from the 1st date of January April, July and October and counted to the last date of March, June, September and December respectively.

Rupees means Rupees in Indian Currency

“Bill of Quantities” means the priced and completed bill of quantities forming part of the tender

“Tender” means the Contractor’s priced offer to the Employer for the execution, completion and maintenance of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of acceptance

Letter of Acceptance” means the formal acceptance by the Employer of the Tender

“Contractor Agreement” means the contract agreement referred to in clause(..)

Appendix to Tender” means the appendix comprised in the form of Tender annexed in these conditions.

“Commencement Date” means the date of signing the agreement or the date of handing over the site to the successful firm/contractor, whichever is earlier and this shall be reckoned as the start date of the project.

“Time of Completion” means the time for completing the execution of and passing the Tests on Completion of the Works of any section or part thereof as stated in the Contract (or as extended under Clause...) calculated from the Commencement Date

“Maintenance” means the successful maintenance of the completed and commissioned project as a whole or in parts as the case may be for the stipulated period

“Joint Venture” means two or more firms/contractors aspiring to take up the contract jointly with the lead partner and other partner/partners possessing the required qualifications.

2. INTERPRETATION

In interpretation of these Conditions of Contract, headings shall not be deemed part thereof or be taken into consideration. Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular only also include plural and vice versa where the context requires.

The Employer will provide instructions clarifying the queries about the contract

3. Authority of Engineer in Charge

It shall be accepted that the authority of the Engineer in charge shall be an integral part of the contract in all matters regarding the quality of materials, workmanship, removal of improper work, interpretation of the contract drawings and specifications, mode and procedure of carrying out the works where the decision of the Engineer in charge shall be final and binding on the contractor. The Engineer in charge shall have absolute authority on all technical matters and payment considerations.

4. Sufficiency of Bid

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the bid and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

5. Priority of Contract Documents

The several, documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract. The priority of the documents forming the Contract shall be as follows:

- The Contract Agreement
- The Letter of Acceptance

- The Tender
- Conditions of the Contract
- Technical specifications
- Any other document forming part of the Contract

6. Secrecy of the contract document

The Contractor shall treat all documents, correspondence, direction and orders concerning the contract as confidential and restricted in nature by the contractor and shall not divulge or allow access to these matters to any unauthorized person.

7. Instruction in Writing

Instructions given by the Engineer or Engineer's Representative shall be in writing, provided that if for any reason, the Engineer or the Engineer's Representative considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer or Engineer's Representative, whether before or after the carrying out of the instructions given by the Engineer or Engineer's Representative, shall be deemed to be an instruction.

8. Commencement of Works

The Contractor shall commence preliminary works after the receipt by him of the LOA to this effect from the Engineer in charge. Thereafter, the contractor shall proceed with the Works with due expedition and without delay and in accordance with the program schedule set out in the Contract.

9. Reference Marks

The basic centre lines, reference points and bench marks shall be fixed by the Engineer in charge of the works.

The contractor shall establish additional reference points and bench marks as may be necessary at his cost. The contractor shall remain responsible for the accuracy and sufficiency of the reference and bench marks. The contractor shall take proper precautionary steps to ensure that the reference lines and bench marks established for the works are not disturbed and shall make good any damages caused.

10. Supervision

The Contractor shall provide all necessary superintendence during the execution of the works and thereafter as may be necessary for the proper fulfillment of the obligations under this contract. The contractor shall arrange for the deployment of proper qualified personnel at the site of work constantly, such supervising staff, apart from those separately set out as the requirements of the contract, shall be skilled and experienced technical assistants, foremen and others competent enough to produce proper supervision.

The Contractor shall employ the technical staff as per the prescribed rules. The details of value, scale and minimum qualification prescribed for the employment of technical staff, the rate of penalty for the failure on the part of the contractor to employ the technical staff for the work etc are as follows

| Sl. No | Scale and minimum qualification prescribed for the employment of technical staff | Number of persons required | Rate of Penalty |
|--------|--|----------------------------|--------------------------------|
| | Up to Rs. 100.00 Crore | | |
| 1) | Project Manager, B.E.(Civil) or equivalent with 15 years experience | 1 | Rs. 25,000/- per month/ person |
| 2) | Deputy Project Manager, B.E.(Civil) or equivalent with 10 years experience | 1 | Rs. 15,000/- per month/ person |
| 3) | Resident Engineer, B.E.(Civil)/ Mechanical/Electrical or equivalent with 5 years experience | 2 | Rs. 10,000/- per month/ person |

If the contractor fails to employ the technical staff to the departmental requirements, the contractor is liable to pay the penalty as indicated above during the period of such non employment of technical staff.

In the event of any staff of the contractor being non co-operative, negligent, incompetent of misconduct, the Engineer in charge shall have the liberty to object to the placement of such staff at the site or other place of works and will promptly issue notice in writing to the contractor for the removal of such staff members. It will be obligatory on the part of the contractor to remove/change such persons in the larger interests of the works.

11. Subletting of Contract

Assignment of the contract is not permissible

Transfer of the contract is not permissible on any grounds

The contractor shall sublet any portion of the contract only with the written consent of the Engineer in charge. It should be clearly understood that any subletting shall in no way absolve the contractor of his responsibilities and obligations under this contract

12. Specifications and Checks

Stated dimensions in the drawings are to be taken for consideration and no measurements based on scaling of the drawings shall be considered. In case of discrepancy between the description of items in the schedule of quantities and the specifications, the later shall prevail. In case of the description, any work having not fully described or doubts prevail, the contractor shall forthwith write to the Engineer in charge and clarify himself before executing that portion of the work. However, this cannot be a cause for any delay in the progress and the contractor should take advance action in this regard ensuring timely completion of the works. Before commencement of the work, it will be obligatory on the part of the contractor to furnish a detailed plan of action along with layouts showing the position of the construction plants and other facilities required and proposed to be provided for this contract.

The contractor shall execute the works true to alignment, grade and levels as set out in the drawings and as directed by the Engineer in charge from time to time. The Engineer in charge or his representative is at liberty to check the correctness of the works, the suitability of the

materials used, design mix etc., The contractor will raise no objections for such checks and shall provide necessary labour and instruments to carry out such check to the Engineer in charge as well as his representative and co-operate in the checks. However, such checks will not absolve the contractor of his responsibility of maintaining the accuracy of the work.

13. Custody and Supply of Drawings and documents

The drawings shall remain in the sole custody of the Engineer in charge, but two copies thereof shall be provided to the contractor free of charge. The contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the contract, the drawings specifications and other documents provided by the Employer or the Engineer in charge shall not, without the consent of the Engineer in charge, be used or communicated to a third party by the contractor. One copy of the Drawings, provided to or supplied to the Contractor as aforesaid, shall be kept by the Contractor at the site and the same shall be made available for inspection and use by the Engineer and by any other person authorized by the Engineer.

14. Bill of Quantities

The Bill of quantities shall contain items for the construction, installation, testing, commissioning and maintenance of the Works to be carried out by the Contractor. The Bill of Quantities will be used to calculate the Contract Price. The contractor shall be paid for the quantum of work done at the rate mentioned for each item in the Bill of quantities.

15. Change in the Quantities

If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item/items, the rates as in the agreement for the relevant items shall be paid as per the actual quantity.

16. Additional items

If additional items that are not contemplated in the contract are to be executed, the Engineer in charge will execute the works either through the main contractor/firm or through any other agency. Payment for such works shall be made based on the rates derived by the Engineer in charge as per rules in force.

17. Order Book

An order book will be kept by the Officer in charge of the site (Junior Engineer/Assistant Engineer) of the particular component of the works. Orders entered in this book by the Engineer in charge or any higher authority shall be held to have been formally communicated to the contractor/firm. The Officer in charge of the site will sign each order as it is entered and will hand over the duplicate to the contractor/firm or his agent, who shall sign the original in acknowledgement of having received the order.

18. Independent Inspection

The Engineer shall delegate inspection and testing of materials or Plant to an independent inspector/Agency. Any such delegation shall be considered as prerogative of the Engineer. In addition to third party inspection, wherever felt necessary, the engineer shall be empowered to test the PVC Pipes for its quality such as specific gravity, diameter, thickness etc in the TWAD Board laboratory. **The cost of the third party quality check pipes, valves and pump sets shall be borne by the employer.**

19. Covering and Opening of Works.

No work shall be covered or put out of view without the approval of the engineer in charge. The contractor shall give due notice to the Engineer in charge whenever such works are ready for examination and the Engineer in charge within a reasonable period, arrange for the inspection and measuring of the work as may be necessary. No portions of the work shall be covered up without the consent of the Engineer in charge. The cost of opening any portion of the works that was covered without the consent of the Engineer in charge and the cost of covering thereafter shall be borne by the contractor. The contractor shall open the covered portion of the works for inspection by the Engineer in charge on a request and the inspection or examination shall be carried out promptly by the Engineer in charge. In the case of defects notified by the Engineer in charge, the contractor shall rectify the same as may be instructed by the Engineer in charge. All costs of opening, covering and rectification shall be on to the account of the contractor. Should the contractor refuse to open such portions of works the Engineer in charge shall open such portions with other persons and inspect the part of the works as he may feel necessary. On inspection, the works being not in accordance with the requirements of the contract documents, the Engineer in charge shall carry out necessary rectification and the entire cost of opening, rectification and closing shall be on to the contractor's account.

20. Temporary Diversion of Roads and Commencement of Work.

During execution of the works, the contractor/firm shall make at his cost all necessary provision for the temporary diversion of roads, car tracks, footpaths, drains, water courses, channels etc. , Should the contractor/firm fail to do these arrangements, the same shall be done by the Engineer in charge and the cost thereof shall be recovered from the contractor/firm.

21. Notice to Telephone, Railway and Electric Supply Undertaking.

The Contractor/firm shall give all notices required by any law or custom or as directed by the Engineer in charge and irrespective of whether notice be so required so directed or not, shall in all cases give due and sufficient notices to all persons and authorities having charge of the telegraph, water and other pipes, sewers, culverts drains, water courses, railway, telephone, highways, roads, streets, foot and carriage highways, payment and other works, prior to commencements and at the completion of any work under this contract in order to enable the proper bodies or persons in respect of the matters aforesaid to attend and see the works within their jurisdiction and all matters and things incidental and pertaining thereto are secured, re-laid or reinstated in a proper and satisfactory manner. The notices by the contractor/firm shall also serve the purpose of enabling such bodies and persons to attend and secure, shore up, alter the position or remove, relay and reinstate the works and things belonging to them not withstanding the notices given as aforesaid the Contractor/firm shall be chargeable and responsible for the proper protection and restoration of all matters and things herein referred to.

22. Watching and Lighting

The Contractor/firm shall at his expense shall provide at the site of works sufficient fencing, barricading, watching and lighting during day and night. The contractor/firm shall in every respect conform to the police regulations in these matters and shall free and relieve the Board on all such matters. Should the contractor/firm fail/neglect to do these arrangements, the same shall be carried out by the Engineer in charge and the costs thereof shall be recovered from the contractor/firm.

23. Measurement of Work

The work will be measured by the site engineer (Junior Engineer/Assistant Engineer) and recorded in the measurement book. The contractor/firm will be at liberty to accompany the site engineer in order that they may agree on the measurements but should they neglect to do so, the measurements as recorded by the site engineer shall be taken as final and conclusive. The measurements of works will be recorded as prescribed in the TNBP and as amended from time to time.

24. Tools and Plants

All tools, plants and equipments required for this contract will be arranged by the Contractor at his own expense. The Contractor shall erect necessary construction plant as may be necessary and shall use such methods and appliances for the proper performance of all the operations connected with the work brought under the contract ensuring satisfactory quality of work and maintenance of the program schedule. The non availability of any tool, plant or equipment shall not be relied upon as a reason for non functioning or slow progress.

25. Information and Data

The information and data made available to the contractor in respect of the works and site conditions are only general and the contractor is advised to get himself fully acquainted with the nature of the location of the works and the surroundings, quarries, local conditions and such other aspects that are relevant to the works.

26. Co-existence with other Contractors.

Where two or more contractors are engaged on work in the same vicinity, they shall work together harmoniously with the spirit of cooperation and accommodation. The contractor shall not disrupt or disturb the works or labour arrangements of the neighboring contractors. In case of disputes and difficulties arising between the contractors in the execution of the respective works, the Engineer in charge shall interfere and give directions for the smooth functioning of the entire works and it shall be the bounden duty of the contractors to abide by these instructions.

27. General Responsibilities and Obligations of the Contractor

The contractor shall, subject to the provisions of the contract, execute and maintain the works with proper care and diligence and provide all labour including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature required for such execution and maintenance.

The contractor shall take full responsibility for the adequacy, stability and safety of all site operation and methods of construction.

The contractor shall promptly inform the Employer and the Engineer in charge if any error omission, fault and other defects in the specification or design of the works which are identified at the time of reviewing the contract documents or during the execution for proper rectification thereof.

All notices, certificates connected with the work served by the employer relating to the contract shall be sent by post or by hand to the contractor's principal place of business as mentioned in the document or at other places as may be nominated by the contractor in writing for this purpose.

Any change in the address of the contractor should be promptly intimated to the Employer in writing then and there.

The contractor shall visit the spots of work and ascertain the site conditions. The contractor shall satisfy himself of the conditions prevailing in the spots where the work is actually to be executed and its environs and the precise offered by him shall be treated as those which were worked out taking fully into consideration the prevailing site conditions, hydrological conditions, extent and nature of work to be executed, the material availability, etc., Any claim on this ground at a later date shall be summarily rejected.

However during the execution of the works, if the contractor has to encounter artificial obstructions, which in his opinion could not have been reasonably foreseen, then the contractor shall write forthwith to the Engineer in charge of such obstruction and remedial measures needed. The Engineer in charge, if opined that the conditions cannot be possibly foreseen by an experienced contractor, he shall extend possible assistance to the contractor to overcome such obstructions. The opinion of the Engineer in charge shall be final and binding and the contractor is not entitled to advance these as reasons for any delay that may be caused to the completion of the project.

The contractor shall execute and maintain all works in accordance with the specification and to the satisfaction of the Employer. The contractor shall strictly adhere to the instructions and directions of the engineer in charge, whether included in the contract agreement or not but concerning the safe and proper execution of the works.

28. Labour

The contractor shall not employ any person who has not completed fifteen years of age in connection with the works under this contract.

The contractor shall furnish the information on various categories of labour employed by him to the Engineer in charge in the form prescribed for this purpose

The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour laws, rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the Employer in respect of all claims that may be made against the Employer for non compliance thereof by the contractor.

Now withstanding anything contained herein, the Employer reserves the right to take such action as may be deemed fit and proper for the compliance of various labour laws and recover the costs thereof from the contractor.

29. Restriction of Working Hours

Subject to any provisions contained in the Contract, none of the works shall, save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the consent of the Engineer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, Provided that the provisions of this clause shall not be applicable in the case of any work which is customary to carry out by multiple shifts

30. Right of Way and Facilities

The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Work.

31. Removal of Improper Work, Material and Plant

The contractor shall make his own arrangements for the procurement, supply and use of the construction materials and shall ensure that the materials either procured within the country or abroad conform to the relevant specifications set out in the bid documents. In case of alternatives being used, they should be of equal or higher quality than those specified subject to the review and written approval of the Engineer in charge. Differences between the standards specified and the proposed alternatives must be described in writing to the Engineer in charge at least 30 days in advance from the date on which the approval of the Engineer in charge is needed. The disapproval of the proposal by the Engineer in charge shall result in the contractor confining to the standards set forth in the contract documents. The contractor shall arrange for the inspection of the material at the manufacturing place or other places by the department personnel

All materials and workmanship shall be in accordance with the specifications set out in the contract document and as directed by the Engineer in charge and shall be subjected to tests by the Engineer in charge or his representative at the place of manufacture or at the site of work or places wherever felt necessary. The contractor shall provide all the assistance necessary including instruments, machines and materials that are normally required for carrying out the testing/measuring the quality/quantity of the materials and workmanship. Any material rejected after testing by the Engineer in charge or his representative will not be used on the works. The contractor shall without claiming any extra cost, shall arrange for the testing of materials and supervision of the works. The Engineer in charge or his authorized representative will have access at all times to the places of manufacture, storage to ascertain as to whether the manufacturing process wherever mentioned is in accordance with the drawings and specifications

The Engineer in charge shall have the right to order the removal of such materials which in his opinion are substandard stipulating a time limit for the removal of the same and replacement with quality material

Notwithstanding the previous tests of the materials by the Engineer in charge or his representative, if any portion of the work, in the opinion of the Engineer in charge is not in order, the contractor shall redo such work to the satisfaction of the Employer at no extra cost. In case of default on the part of the contractor in carrying out such orders, then the Employer shall have the right to carry out such works through some other persons and the expenses thereon or incidental thereto shall be recoverable from the contractor.

32. Default of Contractor in Compliance

In case of default on the part of the Contractor in carrying out such instruction within the time specified therein, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer

33. Default by Contractor

If the contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his

creditors, or being a corporation shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the contractor shall assign the contract, without the consent in writing of the employer first obtained, or shall have an execution levied on his goods, or if the engineer in charge shall certify in writing to the employer that in his opinion, the contractor.

- a) Has abandoned the contractor or
- b) Without reasonable excuse has failed to commence the works or has suspended the progress of works for twenty eight days after receiving a written notice from the Engineer in charge to proceed or
- c) Has failed to remove materials from the site or to pull down and replace work for twenty eight days after receiving the written notice from the engineer in charge stating that the said materials or work stands condemned and rejected under these conditions, or
- d) Despite previous warnings in writing by the Engineer in charge, not executing the works and achieving the progress as stipulated in the programmed schedule drawn for the contractor is persistently or flagrantly neglecting to carryout the obligations under this contractor
- e) Has, to the detriment of good workmanship, or in defiance of the instructions of the Engineer in charge or in contract sublet any part of the contract, then the Employer, may at his option, after giving two weeks notice in writing to the contractor, enter upon the site and the works and expel the contractor therefrom without thereby voiding.
- f) The contract, or releasing the contractor from any of his obligation or liabilities under this contract, and may himself complete the works or may employ any other contractor to complete the work. The employer or such other contractor may use the construction plant, temporary works and materials which have been deemed to be reserved exclusively for the execution of the works under the provisions of the contract as may be thought fit and proper for the completion of the work. The employer may, at anytime, sell any of the said constructional plant, temporary works and materials which have been deemed to be reserved exclusively for the execution of the works under the provisions of the contract as may be thought fit and proper for the completion of the work. The employer may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under this contract.
- g) has carried out the work in a defective manner.
- h) has not made payment of labour dues.
- i) has become eligible for maximum compensation under the "Liquidated damages clause" leading to Termination of the contract.

The Engineer in charge shall as soon as may be practicable after any such entry or expulsion by the employer, fix and determine expert or by after reference to the parties, or after such investigation or enquiries as maybe thought fit to make or institute, and shall clarify what amount, if any had at the time of such entry and expulsion been reasonably occurred to the contractor in respect of work then actually done by him under this contract and the value of any of the said unused or partially used materials, any constructional plant and any temporary woks.

If the employer shall enter and expel the contractor under this clause, the employer shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the engineer. The contractor shall then be entitled to receive only such sum or sums, if any as the engineer in charge may certify would have payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him, then the contractor shall, upon demand, pay to the employer the amount of such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

If, by reason of any accident, or failure, or other event occurring to or in connection with the work, or any part thereof, either during the execution of the works, or during the period of maintenance, any remedial or other work or repair shall in the opinion of the Engineer in charge or his authorized representative, be urgently necessary for the safety of the works and the contractor is unable or unwilling at once to do such work or repair as the Engineer in charge or his representative may consider necessary, such works shall be carried out by the Engineer in charge. If the work or repair so done, which in the opinion of the Engineer in charge, liable to have been done by the contractor at his expense under this contract, all expenses incurred by the Employer in carrying out such works shall be recoverable from the contractor or shall be deducted by the Employer from the money due to the contractor provided always that the Engineer in charge or his representative, as the case may be, shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the contractor thereof in writing.

34. Power to vary work

The description of the works required to be executed by the contractor/firm are set out in the specifications, schedules and drawings, but the Engineer in charge reserves the power to vary, extend or diminish the quantities of work, to alter the line, level or position of any work, to increase, change or decrease the size, quality, description, character or kind of any work, to order the contractor/firm to execute the works or any part thereof, by day or night work, or to add or take from the work included in the contract as he may deem fit and proper without violating the contract and the contractor/firm shall not have any claim upon the Employer for any such variation, extension, diminution, alteration, increase, change or decrease other than for the work actually done, calculated according to the prices tendered and accepted in this contract.

35. Extra for Varied Works

Any unforeseen additional work that may become necessary and is accordingly carried out under this contract based on proper written orders shall be measured and valued by the Engineer in charge at the rates contained in the contractor's/firm's original bill of quantities. If these rates do not apply to the additional works ordered to be carried out, then prior to execution of the additional work, a rate for such work shall ordinarily be agreed upon and entered in a supplemental schedule and signed by both the Engineer in charge and the contractor/firm.

36. Omissions

In the event of anything reasonably necessary or proper to the due and complete performance of the work (Engineer in charge will be the sole judge on these things) being omitted to be shown or described in the drawings, specifications and schedules, the contractor/firm shall notwithstanding execute and provide at the rates noted in the bill of quantities all such omitted works and things as if they have been severally shown and described and the execution should be according to the directions of the Engineer in charge and to his satisfaction.

37. Notices Regarding Shoring etc.,

Wherever shoring or other works for the protection or security of the buildings/structures are necessary, the contractor/firm shall within a reasonable period before the execution of such works, shall serve notices upon the occupiers of the buildings/structures to be shored up or otherwise secured and upon all other parties entitled to notice, apprising them respectively that such works are necessary, that the contractor/ firm about to execute the same and will, at a time to be specified in such notice, enter upon the premises for the purpose of executing such works.

38. Cost of Repairs

Loss or damage to the Works or materials to be incorporated in the works between the Start Date and the end of the Defects correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. **Contractor shall attend to the defect in the work noticed during defects correction period within 3 days from the date of issue of notice to attend to the defects, failing which the defect will be remedied by engaging other Contractors at any cost and that cost will be recovered from the Contractor's money available with the Employer and balance alone will be paid when it is due.**

39. Suspension of Work

The Contractor shall, on the instructions of the engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer in charge.

40. Suspension of Progress

The contractor/firm shall, without recompense, claim or demand, delay or suspend the progress of works as a whole or any part thereof, if and when or so often as directed by the Engineer in charge and for such time or times, as may be in the judgement of the Engineer in charge be necessary for the purposes or advantages of the undertaking. Upon all such occasions, whether directed or not, the contractor/firm at his/their expense, properly cover down and secure so much of the work as may be liable to sustain damage from whether or any other cause and shall at all times and forthwith when required properly make good all the damage or injury which such works or any part thereof may have sustained and these should be done to the entire satisfaction of the Engineer in charge.

41. Termination

The Employer may terminate the Contract for any reason that is regarded as breach of the Contract.

If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible on termination of the contract, the Engineer shall issue a certificate for the value of work done less payments received upto the date of the issue of certificates, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be treated as debt payable to the Employer and can be recovered from any amount due or may become due to the contractor.

In the case of termination, works that are pending for the proper completion of the project, shall be carried out by the Employer either by themselves or through any other agency. Any

additional expenditure over the value finalised in the contract for any component or for the whole project, incurred by the Employer by the Employer due to such termination, shall become recoverable from the contractor/firm whose contract stands terminated, from the money due or may become due to him/them. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of Contractor's default

42. Plant etc., not to be removed

The plant, tools and materials provided by the contractor/firm shall, from the time they are brought to the site of the works, during the construction and until the satisfactory completion of the contract, shall become and continue to be the property intended for the proper fulfillment of the contract and the contractor/firm shall not remove the same or part thereof without the consent of the Engineer in charge in writing.

43. Contractor not to occupy Land etc

In no case shall the contractor/firm continue to use or occupy or allow to be used or occupied any land or property either for the deposit of materials or plant or for any purpose whatever, after written notice from the Engineer in charge served on the contractor/ firm to the effect requiring the contractor/firm to remove or cause to be removed all such materials from any such land or property as aforesaid and to give vacant possession of such land or property to the Engineer in charge. All such notices shall be served through post office or other modes of delivery to the contractor/firm at his/their usual or last known place of business, It is enough for the Engineer in charge to send the notice through any mode of delivery as he may prefer and implement this clause irrespective of the receipt of the notice by the contractor/firm. Should any materials or plant remain upon any such property or land or should any such land or property continue to be occupied or be used after such notice for any purpose whatsoever as aforesaid, then and in every such case and as often as the same shall happen, the contractor/firm shall forfeit and on demand pay to the Employer the charges fixed by the Engineer in charge as and for liquidated and ascertained damages for each and every day during which the said lands or property are so used and occupied as aforesaid from the time of such notice shall have been served.

44. Power Supply

The power supply connection from the TNEB has to be obtained by the contractor himself and the charges thereon shall be borne by the contractor. However, necessary vouchers in original for the payment made to the TNEB shall be produced to the Employer by the contractor which will be reimbursed by the Employer.

45. Completion and Delivery of the Works

The completion and delivery of the works shall be deemed to be full, complete and sufficient only when the Engineer in charge accepts the same and issues a certificate in writing viz. "Certificate of Completion" under the hand of the Engineer in charge to the effect that all the works contracted for and directed to be executed have been completed and are in a sound, water tight, workmanlike and complete and usable condition and the contractor has in the opinion of the Engineer in charge reasonably fulfilled and completed his contract and undertaking except so far as it relates to the maintenance of the works as hereinafter provided. Provided always and notwithstanding anything contained in the contract, it shall be lawful for the Employer to undertaker and execute either departmentally or through other parties at any period during the continuance of this contract, any kind of work, matter or thing whatsoever, which they may consider necessary or proper to be performed and executed for the purpose of any in connection with any or all of the works under this contract and that without in any way relieving

the contractor/firm from any of his/their liabilities and responsibilities under this contract or in any way violating or voiding this contract.

46. Final Certificate

When the works covered under this contract are completed in all respects, the contractor / firm shall submit a request to the Engineer in charge to make a final measurement of the works and take over the whole of the works on behalf of the Employer and issue a final certificate to enable him/them to submit a final bill for payment. The Engineer in charge shall thereupon, unless he records reasons in writing to the contrary, make a final measurement of the works and take them over on behalf of the Employer and sign a certificate purporting to be a last certificate. Nothing in this clause or in the agreement shall prohibit the Employer taking over and using any portion of the works which may be completed prior to the completion of the whole works of this contract.

47. Completion Certificate

The Contractor shall request the Engineer to issue a certificate of Completion of the Works and the Engineer shall issue certificate of completion after satisfactory completion of the works in all respects

48. Taking Over

The Employer shall takeover the Site with the works within thirty days after satisfactory completion of the maintenance of the entire project for the stipulated period as contemplated in this contract.

49. Performance Guarantee

The period of guarantee for the entire works shall be 24 months from the date of completion and commissioning of the project to the satisfaction of the Engineer incharge of the work. This will include the maintenance of the entire project by the firm/contractor for a period of 12 months. If defects are noticed during the guarantee period, the firm/contractor shall rectify/replace wherever necessary at its/his own cost within 30 days of such intimation. If the contractor/firm fails to carry out rectification within the stipulated time, the rectification works shall be carried out by the Employer at the risk and cost of the contractor/firm and contractor/firm will become ineligible for the payment of the retention amount for the said purpose.

50. Maintenance of the project

The contractor / firm shall successfully maintain the project for the stipulated period from the successful commissioning of the works in this project. **During the period of maintenance, all costs towards Labours, consumables, chemicals, repairs and renewals shall be paid as per BOQ. The electrical energy charges payable to the TNEB during the maintenance period shall be borne by the Employer.**

51. Operating and Maintenance Manual

"As built" drawings and operating and maintenance manuals shall be supplied by the contractor/firm at the time of handing over the completed works at his/their cost.

52. Work on Private Property

The contractor/firm shall not commence any work in or upon, under, across of through any land, house building, shed, yard, area, roadway, ground, garden or any other place being private property until authorized in writing by the Engineer in charge to do so.

53. Protection

It will be the responsibility of the contractor to take adequate precautions and protect the adjoining sites against structural, decorative and other damages. The contractor shall be responsible for the safety of the public properties wherever the works are executed. Whenever damages are caused to the adjoining structures, roads, bridges etc due to the execution of this contract, it will be the responsibility of the contractor to restore them to their original level at his cost.

54. Accident or Injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto

55. Risk Insurance

The firm/Contractor shall provide risk insurance at their/his cost against loss or damages to the construction to cover from the start date to the end of the Defects Liability Period, for the following events

- Loss of or damage to the Works, Plant and Materials
- Loss of or damage to Equipment
- Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
- Personal injury or death

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. The contractor will not be eligible for any payment on this account.

If the Contractor does not provide any of the policies and certificates required, the Employer shall effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due

Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

56. Care and Risk

From the date of commencement to the date of completion of the work and during the period of maintenance, the contractor shall take full responsibility and care thereof for the safety of the installation connected with the works. Any damage or loss are to be made good at the risk and cost of the contractor and shall ensure conformity in every respect with the

requirements of the contract. The contractor shall be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of completing any outstanding work and the damage so occurred shall be rectified at the cost of the contractor.

57. Safety Provisions

The Contractor shall be responsible for the safety of all activities on the Site.

- 1) Suitable scaffolds shall be provided for workers for all that cannot safely be done from the ground or from solid construction, except such short period work, as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination no steeper than 1\4 to 1 (1\4 horizontal to 1 vertical). IS code for scaffolding and ladders I.S 3696 Part -I and Part II and its latest revisions is to be followed.
- 2) Scaffolding or staging more than 3.25 meters above the ground or floor swung or suspended from an overhead support or erection with stationary support, shall have guard rail properly attached bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or the structure.
- 3) Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangways or stairway is more than 3.25 meters above ground level, it shall be closely boarded, having adequate width and be suitably fenced, as described in 2 above. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 7 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm, for ladders, this width shall be increased by at least 6mm for each additional 30cm length. Uniform steps spacing shall not exceed 30cm.
- 4) Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites shall be so stocked or placed as to cause danger or inconvenience to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or proceedings at law that may be brought by any person for injury sustaining, owing to neglect of the above precautions and to any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- 5) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned
 - a) Workers employed on mixing asphalt materials, cement and lime mortars/ concrete shall be provided with protective footwear, hand gloves and goggles.

- b) Those engaged in handling any materials, which is injurious to eyes, shall be provided with protective goggles.
 - c) Stonebreakers shall be provided with protective goggles and protective clothing.
 - d) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned-off with suitable railing and warning signals or boards provided to prevent accident to public.
 - e) The Contractor shall not employ men below the age of 15 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken:
 - i. No paint containing lead or lead products shall be used except in the form of paste of ready-made paint.
 - ii. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - iii. Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of works.
- 6) When the work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 7) Use of hoisting machines and tacks including their attachments, anchorage and supports shall conform to the following:
- a) i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order.
 - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects
 - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of an hoisting machine, including any scaffold winch or giving signals to operator.
 - c) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting machine or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - d) In case of departmental machine, safe working load shall be notified by the Engineer. As regards Contractor's machine, the Contractor shall notify safe working load of each machine to the Engineer whenever he brings to the site of work and he shall get it verified by the Engineer.

- 8) Motors, gearing, transmission, electrical wiring and other dangerous parts or hoisting appliance shall be provided with such means so as to reduce to minimum risk and accidental descending of load; adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary shall be provided. Workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 9) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold ladder or equipment shall be altered or removed, while it is in use. Adequate washing facilities shall be provided at or near place of work.
- 10) The safety provision shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot, persons responsible for ensuring compliance with the safety provision shall be named therein by the Contractor.
- 11) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his representative and the inspecting Officer.
- 12) The Contractor shall obtain prior permission of the competent authority such as Chief of Fire services for the site, manner and method of storing explosives near the site of work. All handling of explosives including storage, transport shall be carried out under the rules approved by the "Explosive Department of the Government".
- 13) The Contractor shall at his own cost provide and maintain at the sites of works, standard first aid box as directed and approved by the Engineer, for the use of his own as well as the Employer's staff on site.
- 14) Notwithstanding the above provision 1 to 15 Contractor is not exempted from the operation of any other Act or rules in force relating to safety provisions.

58. Provision of Health and Sanitary Arrangements

The contractor/firm, shall provide at his/their own expenses, first aid appliances and medicines including an adequate supply of sterilized dressing and sterilized cotton wool kept in good order under the charge of a responsible person who shall be readily available during working hours.

Water of good quality fit for drinking purposes shall be provided for the work people on a scale of not less than 15 litres per head per day. Each water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or other sources of pollution, the well shall be properly chlorinated before water is drawn from it for drinking.

Adequate washing and bathing places shall be provided separately for men and women and such places shall be kept in clean and drained condition. Latrines and urinals shall be provided within the precincts of work place and the accommodation separately for each of them shall be at the rate of 2 seats upto 50 persons, 3 seats above 50 persons but not exceeding 100 persons, and 3 seats for every additional 100 persons. The contractor/firm shall employ adequate number of scavengers and conservancy staff to maintain the latrines and urinals in a clean condition.

Two sheds one for meals and the other for rest shall be provided separately for the use of men and women workers and properly maintained.

All the above amenities shall be provided at the contractor's/firm's own expenses besides providing sheds for his/their workmen.

59. Patent Rights

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, material or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto

60. Royalties

Except where otherwise stated, the Contractor shall pay all seignorage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

61. Old Curiosities

All old curiosities, relics, coins, minerals and any other item of archeological importance found at the site shall be the property of the Government and shall be handed over to the Engineer in charge for depositing to the Government exchequer. Should any structure be uncovered, the instruction of the Engineer in charge shall be provided before demolition or removal of the structure.

62. Contractor Dying, becoming Insolvent or Insane

In the event of death or insanity of the contractor, the contract may be terminated by notice in writing, pasted at the site and advertised in the issue of the local newspaper. All acceptable works shall thereafter, be paid at appropriate rates after recovering all the contractor's dues to Employer, to the persons entitled to receive and give a discharge for such payments.

In the contractor is imprisoned because insolvent compound with his creditors has a receiving order made against him or carriers on business under receiver for the benefit of the creditors of any of them or being a corporation goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the employer shall be at liberty.

- a) To give such liquidator, receiver or other persons in whom the contract may become vested the option of carrying out the contract or a portion thereof to be determined by the employer, subject to his providing an appropriate guarantee for the performance of such contractor.
- b) To terminate the contract forthwith by notice in writing to the contractor the liquidator, the receiver or person in whom the contract may become vested and take further actions as provided in the clause pertaining to default by contractor, treating as if this termination is ordered under the respective clause.

63. Force Majeure

The works taken by the contractors under the contract shall be at the contractor's risk until the work is taken over by the Executive Engineer. The contractor shall arrange his own insurance against fire, flood, volcanic eruption, earth quake and other convulsions of nature and all other natural calamities, risks arising out of acts of God, Acts of Terrorism, Civil disturbances, Riots during such period and that the TWAD Board / Government shall not be liable for any loss or damages occasioned by or arising out of any acts of God.

Provided however that the contractor shall not be liable for all or any loss or damages occasioned by or arising out of acts of foreign enemies, invasion, hostilities or war like operations (before or after declaration of war) rebellion military or usurped power.

64. Payment out of Public Funds

The payments to the contractor/firm shall be made out of the funds under the control of the Employer in their public capacity and no member or officer of the Employer shall be personally responsible to the contractor/firm.

65. Bribery and Collusion

In the event of the contractor offering or giving any official of the employer, any gift or consideration of any kind as an inducement or regard for doing, or for bearing to do, any action in relation to obtaining or in the execution of the contract or any other contract with the employer, or for showing favour to any person in relation to the contract or any other contract with the employer, or if any of the such acts shall have been done by any person employed by the contractor or acting on his behalf, either with the knowledge of the contractor or not which are all grounds for the employer to terminate the contract awarded to the contractor. Similarly if the contractor colludes with another contractor or number of contractors whereby an agreed quotation or estimate shall be offered as a bid, that will also form the basis for the employer to terminate the contract.

66. Technical audit

It is a term of this contract that department shall have the right to carry out post payment audit and technical Audit by the Engineers of Technical audit cell (or by an approved consultant of repute). The Technical audit officer shall have the powers to inspect the work or supply running account bill, final bill and other vouchers, measurement books, test reports and other documents either during progress of work or after completion of the same and order recoveries from the contractor for recorded reasons even though the contractor might have been paid earlier. These recoveries are enforceable against the contractor from any amount due to him, from performance security or withheld amounts or any amounts due to the contractor or may become due to him from the department in any work or supply.

67. Settlement of dispute

a. Dispute Redressal Committee

In order to ensure a dispute Redressal mechanism, a Committee headed by the Managing Director / Joint Managing Director and consisting of Engineering Director, TWAD Board and Engineering Director, CMWSS Board as Member, will comprise the " Dispute Redressal Committee" for each package in order to resolve any disputes between the Employer / Engineer – in charge concerned and the contractor

b. Jurisdiction of Court

In the event of non settlement of any dispute by the Dispute Redressal Committee arising between the parties hereto in respect of any matter comprised in the contract, the same shall be settled by a competent court having jurisdiction over the place where the contract is awarded and agreement is concluded and by no other court.

68. Reservation of Right

The Employer reserves the right to accept or reject any or all the bids and to annul the entire process of bidding at any time. Under such circumstances, the Employer will neither be under any obligation to inform the bidders of the grounds for the action of the Employer nor the Employer will be responsible for any liability incurred by the bidder on this account.

VIII. SPECIAL CONDITIONS OF CONTRACT

Section-1 – Construction period of the Contract.

Section-2 – Operation & Maintenance by the Contractor.

In Section I of the Works, the Contractor shall, except as stated below, be responsible for the provision of all electricity power, water, gas, consumables, chemicals and other services he may require. In Section II of the Works, the **Contractors shall be responsible for the provision of all water, gas, consumables, chemicals, other services and all spares and tools** not listed in Schedule of Technical Particulars VIII but actually be required for the Works. **The electricity power cost as related to the normal operation and maintenance at Section II of the Works shall be borne by the Employer. During the construction and trial run period EB power has to be borne by the bidder only.** However, the electricity power being used by the Contractor in Section II of the Works to carry out any outstanding pre-commissioning tests, final commissioning tests or to repeat these tests as a result of failure during the 'Test on Completion for Section I of the Works', shall be borne by the Contractor. The cost of water, gas, consumables, chemicals and other services shall be borne by the Contractor, as mentioned above, except when such items are explicitly entered in the Schedule of Prices of the Contract such that the Contractor shall be entitled to obtain reimbursement after they are provided by the Contractor.

Unless otherwise stated in the Conditions of Particular Applications, at each of the two Sections of the Works, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report of each of the two Sections shall cover the period up to the end of the first calendar month following the commencement date of that Section. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all works in each of the two Sections of the Works, which are known to be minor outstanding at the completion dates stated in each of the Taking-Over Certificate for each of the two Sections of the Works.

Each report in Section II of the Works shall include:

- a) Photographs showing status of each equipment, plant, civil structures at all sites of the Works;
- b) Deleted
- c) Logs to show the maintenance record to all equipments;
- d) Logs to show the replacements of damage and defective components of each equipment or the whole equipment of a Plant;
- e) Logs to show the attendance records of all the operation and Maintenance staff; and

- f) Comparisons between the recommendations from the Operation and Maintenance Manual with the actual maintenance, defective parts replacement records as described in (c) and (d) above.

Contractor's Operations on Site:

Upon the issue of the Taking-Over Certificate for Section I of the Works, the Contractor will be handed over the whole Works by the Employer such that the whole Work will be under possession by the Contractor. The Contractor shall be responsible for all works that are required for possession of the whole Works. Upon the issue of the Taking-Over Certificate for Section II of the Works, the Contractor may retain on Site, during the Defects Notification Period for Section II of the Works, as that are required for the Contractor to fulfill the works under the Contract.

General Design & Obligations:

The requirements to As-Built Documents to Section I and Section II of the Works are described in Part A – General Specification of the Contract. The requirements to Operation and Maintenance Manuals to Section I and Section II of the Works are described in Part A – General Specification of the Contract.

The Contractor shall allocate his operation and maintenance staff at the Works everyday to conduct operation and maintenance work to the Works, in multiple shifts, with details as specified in the Employer's Requirement Facilities for Staff and Labour Save insofar as the Contractor may otherwise provide, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses, fire prevention and firefighting equipments, cookers, refrigerators, furniture and other equipments in connection with such accommodation or amenities. On completion of Section I of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer.

XI- SPECIAL CONDITIONS OF CONTRACT

ADDITIONAL CONDITION FOR CLEANING AND MAINTENANCE OF SEWER SYSTEM

Format of the Undertaking to be given by Contractor in cases where the cleaning and maintenance of Sewerage Systems (including Septic Tanks) is Outsourced.

- 1) I (Name, Age, Father's name and Address of the Contractor) am aware of the directions of the Hon'ble High Court of Madras in its order dated 20.11.2008 in W.P.No.24403/2008, and the orders of the Government of Tamilnadu in G.O.(Ms)No.293. MA&WS (MW) Department, dated 26.11.2010, regarding the ban on manual scavenging and on the entry of sanitary workers into the sewerage system or septic tank. I undertake to abide by the said directions of the High Court and Government Order in this regard.
- 2) I shall not allow sanitary workers to enter into the sewerage system / septic tank for cleaning or maintenance operations except in the 4 circumstances permitted in the orders of the High Court in W.P.No.24403, dated 20.11.2008. I am aware that even in these 4 circumstances, I should allow the workers to enter only with adequate safety gadgets and under the supervision of a qualified staff, and only after duly observing all safety precautions including testing for the presence of toxic gases.
- 3) I am aware that violation of the said directions of the Hon'ble High Court and the G.O. will attract punishment under section 14 of the Employment of Manual Scavengers and construction of Dry Latrines (Prohibition) Act, 1993.
- 4) I should follow the orders given in the G.O..Ms.No.293/MA&WS(MW), Dept/dated.26.11.2010.
- 5) I should be responsible to pay a compensation of Rs.10.00 lakhs in the event of death of Workmen in the manhole/sewer system while cleaning it without safety gear and devices.

Signature of the contractor

With Seal:

Additional conditions for in cases where the cleaning and maintenance of Sewerage Systems (including Septic Tanks.

- The Contractor shall strictly abide by the directions of the Hon'ble High Court of Madras in its order dated 20.11.2008 in W.P.No.24403/2008 and this orders of the Government of Tamil Nadu in G.O.(Ms) No.293, MA&WS(MW) Department dated 26.11.2010, regarding the ban on manual scavenging and on the entry of sanitary workers into the sewerage system or septic tank. All cleaning and maintenance operations shall be done only through mechanical devices.
- The contractor shall not allow sanitary workers to enter into the sewerage system/ septic tank for cleaning or maintenance operations except in the 4 circumstances permitted in the orders of the High Court in W.P.No.24403, dated 20.11.2008 namely:
 1. For the removal of concrete/FRP manhole door which gets damaged due to the heavy vehicular traffic and often falls inside the manhole causing obstructions/blocks in the sewer and which results in the blockage of sewerage system, and where mechanical equipments cannot be put in to operation.
 2. For the purpose of inter-linking the newly laid sewer main with the existing sewer main, where it will be wholly necessary to block the main sewer main in the servicing manhole . Entry of sanitary workers on such occasions has to be necessarily permitted, in as much as it is stated that large size sewer i.e., where the diameter is more than 300 mm , blocking the sewer main from the top of the manhole is not possible and only the sanitary worker has to enter the man hole and that too with necessary safety gadgets for blocking the sewer temporarily.
 3. For the removal of submersible pump sets fixed at the bottom of the suction wells. Which goes out of order, for which the sanitary worker has to enter the well again with necessary safety gadgets after employing the sewage from the well in order to enter on such occasions, steps should be taken to see that the sewage is totally emptied and thereby further ensure that no poisonous gas remains in the sewage line.
 4. For the reconstruction of the man hole or rectification of the sewer main due to any damage caused by sinking of man hole covers/sewer line when the sewage pipe line gets blocked or gets obstructed, which results in the system getting surcharged. Here again, before allowing any sanitary worker to enter the sewer line, it is essential that sewage line is emptied by blocking the main holes in the system on either side of the sinking man holes/damaged man holes.

Even in the above four instances, the contractor should allow the workers to enter only with adequate safety gadgets and under the supervision of a qualified staff and only after duly observing all safety precautions including testing for the presence of toxic gases with a gas detector. Naked flame method of testing the presence of poisonous gases is hazardous and should be strictly avoided.

- Even in the non-exceptional circumstances, consideration of safety of the workers shall be paramount and the contractor shall ensure the same.
- The contractor should indemnify the employer for any loss or damage caused by his negligence or by his non-observance / violations of any labour laws.
- The contractor should take out insurance policies under the Workmen's Compensation Act, 1923 for all the workers engaged by him and a photocopy of the insurance policy should be furnished to the employer. The policy should be kept alive till completion of the contract.
- The contractor should impart safety education to all his workers and train them in the use of safety gadgets.

LETTER OF NEGOTIATION

In pursuance of negotiation with the Executive Engineer/Superintending Engineer/Chief Engineer of Division/Circle/Region on

I/We agree to reduce the rates for the items in the BoQ as follows.

| Sl.No. | Item No. In the BoQ | Reduced rate/unit |
|--------|---------------------|-------------------|
|--------|---------------------|-------------------|

Signature of Contractor

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD

Forwarding Slip to The Lump sum Agreement No.

1. Name of Work :
 Estimate Amount :
 Sanctioned in Original Estimate No. :
 Revised Estimate No. :
2. Name of Contractor and Address :
3. Original or Supplemental :
4. If Supplemental, Original Agreement No. :
5. Approximate value of work :
 to be done under this Agreement :
6. If this is Supplemental, approximate value
 of works to be done under Original
 Agreement :
7. If bids have been called for, is the lowest :
 tender accepted?
 If not reasons to be recorded
8. Has the contractor; signed the divisional :
 copy of TNBP and Its addenda volume
 brought upto date.
9. Is data furnished for all items of :
 works noted in the Schedule
10. Are the rates in Agreement within the :
 estimate rates or schedule of rates
 whichever is less and the Lump sum
 provision sufficient or likely to be
 exceeded.

Contractor

Chief Engineer/TNJ

II. Additional Information

A. Original Agreement

1. Original Agreement amount of tender excess :
and percentage over the estimate rate.
2. If concessional rate of EMD & SD have :
been allowed ref. to sanction thereof

B. Supplemental Agreement

1. Whether the approval of the competent :
authority has been obtained for the rates as
required as per B.P.Ms.No.27/CMW/
dated 5.2.2002
2. If entrusted without tenders whether sanction :
is necessary with reference to total value of
work covered by the supplemental agreement
so far accepted.

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD

Form of Agreement (Lump sum)

Articles of Agreement made this-----

Day of -----

between Thiru-----

hereinafter referred to as the contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives of the one part and the Chief Engineer, Tamil Nadu Water Supply and Drainage Board (hereinafter called the Employer) which expression shall where the context so admits include its successors in office and assigns) of the other part. Whereas the contractor delivered to the Employer the bid which was opened on -----

-----whereby the contractor offered and undertook to carryout the works specified under this contract and allied work, i.e. (name of work) -----

In the State of Tamil Nadu in India, and provide the works, materials matters and things described or mentioned in these presents at the prices set forth in the schedule annexed to such bid and the contractor also undertook to do all extra and varied works which might be ordered as part of the contract on the terms provided for in the conditions and specifications hereto annexed and the Employer accepted such tender in pursuance where of the parties hereto have entered into this contract.

And whereas the contractor in accordance with the terms of the said Bid has deposited in the Office of the -----Engineer, TWAD,-----
-----as performance security for the due and faithful performance by the contractor of this contract, the sum of Rs.------(Rupees-----
-----)

And whereas the contractor fully understands that on receipt of communication of acceptance of bid from the accepting authority, there emerges a valid contract between the contractor and the Employer represented by the Officer accepting the agreement and the bid documents, i.e. invitation for bids, letter of application, bill of quantities and other schedules, general conditions of the contract, technical specifications of the bid, negotiation letter, communications of acceptance of bid, shall constitute the contract for this purpose and be the foundation off rights of both the parties, as defined in clause 8.1 of ""Bid Documents "Now hereby agreed that in consideration of payment of the said sum of Rs. (Rupees

) or such other sum as may be arrived at under the clause of the General conditions of the contract relating to payment by final measurement at unit prices, the contractor shall and well within the time specified in his bid thoroughly and efficiently and in a good workman like manner perform, provide, execute and do all the works, materials matters of things incidental to or necessary for the entire completion of the works specified under this contract and necessary works including all works shown in the drawings hereinafter referred to or described or set forth the said specifications and schedule hereto annexed and in accordance with such further drawings and instructions as the Engineer of the Board or other Engineer duly authorized in that behalf (therein after) and in the annexed documents referred to as the Engineer) shall at any time in accordance with the said schedule (Bill of Quantities) and specifications provide and give

Contractor

Chief Engineer/TNJ

together, with any alterations in the works or additions thereto, in the time and manner in such schedule (Bill of Quantities) and specifications stipulated to the entire satisfaction of the Engineer, the Employer for themselves and their successors convenient and agree with the Contractor that during the progress of the works and on the completion of contract to the satisfaction of the Engineer, the Employer shall and will from time to time on receiving the certificates in writing of the Engineer pay to the contractor according to such certificates and the terms of this contract the price or sum mentioned in such certificates as due to the contractor under the terms of this contract subject nevertheless to deductions or additions thereto or therefrom which may be lawfully made under terms of his contract. It is hereby mutually agreed and declared as follows.

- a) All certificates or notice or orders for items or for extra varied or altered works which are to be the subject of an extra or varied or altered works charge shall be in writing whether so described in the contract or not and unless in writing shall not be valid or binding or be of any effect whatsoever.
- b) The term contract include these presents and the invitation for bid, bid documents, bill of quantities and other schedules, general conditions and specifications hereto annexed and the plans drawings herein and hereafter referred to.
- c) If the contractor claims that the decisions or the instructions of the Employer are unjustified and that accordingly, he is entitled to extra payments on account thereof he shall forthwith notify this to the Employer to record his decisions and reasons therefor in writing and shall within two weeks state his claims in writing to the Employer thereafter. The Employer shall thereafter within four weeks of the receipt of the claim, reply to the points raised in the claim. Unless resolved by negotiation or discussions immediate thereafter, within further four weeks the question of liability for such payment will be treated as a dispute.
- d) In the contract whenever, there is as discretion or exercise of will, by the Employer during the progress of the work, the mode or manner of the exercise of discretion shall not be a matter for dispute.
- e) The decision of the Employer shall be final conclusive and binding on all, Parties to the Contract upon all questions relating to the meaning of specifications, designs, drawings and instructions, and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the erection of or failure to execute the same arising during the course of works. The above shall not be the subject matter of dispute and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Employer.
- f) In case any question, difference or dispute shall arise on matters other than clauses (d) and (e) above and except any of the "excluded matters" mentioned in bid documents touching the construction of any clause herein contained on the rights, duties and liabilities of the parties hereto or any other way touching or arising out of these presents, the same shall.

Settlement of dispute

Dispute Redressal Committee

In order to ensure a dispute Redressal mechanism, a Committee headed by the Managing Director, Joint Managing Director and consisting of Engineering Director, TWAD Board and Engineering Director, CMWSS Board as Member, will comprise the "Dispute Redressal Committee" for each package in order to resolve any disputes between the Employer / Engineer - incharge concerned and the contractor

i) In the event of any dispute arising between parties here to in respect of any of the matter comprised in this contract, the same shall be settled by a competent court having jurisdiction over the place where contract is awarded and agreement is concluded and by no other court.

ii) Provided always the contractor shall not except with the consent in writing of the Engineer in any way,. delay carrying out works in any such matter, question or dispute being referred to court but shall proceed with the works with all the diligence and shall until the decision of the Employer and no award of Competent Civil Court shall relieve the contractor of his obligations to adhere strictly to the instructions of the Engineer with regard to the actual carrying out of the works.

g) Time shall be considered as essence of the contract and the contractor hereby agree to commence the work immediately after taking over of site or signing the agreement whichever happens earlier, complete the work within 12 (Twelve) months and to show progress at the stipulated milestone.

In witness where of the contractor
and the Employer on behalf of the
Board have caused their common seal to be affixed the day and year first above written Signed,
sealed and delivered by the said.

In the presence of

Signature of Contractor
Name and Seal.

Signature, Name and
Designation of Witness.
Signed by on behalf of
TWAD Board.

Signed, Name and
Designation of Witness

CHIEF ENGINEER
TWAD BOARD

INDEMNITY BOND

This deed of indemnity bond executed at _____ (place) on this _____
 _____ Day of _____ (month) _____ year by and _____
 between Thiru/Tmt. _____ (Name)
 widow/Wife/Son/Daughter of Thiru / Tmt residing at _____
 _____ (Full Address) (hereinafter called
 "Contractor" which expression unless excluded by or repugnant to the context include his/her
 heirs, executors administrators and legal representatives) to and in favour of the TWAD Board
 (hereinafter called" the Engineer, which expression shall unless excluded by or repugnant to the
 context include its successor and assigns) represented by the Superintending Engineer of
 Circle/Executive Engineer of division. Assistant Executive Engineer of _____ sub
 division(Place)shown as follows.

2. Whereas the contractor has submitted the bid for(description of work) at _____
 (place of work or supply) and such bid has been accepted subject to the relevant conditions to
 contract appended to Tamil Nadu Building Practice and other conditions issued along with bid
 documents.

3. And where as in pursuance of the terms of contract, that a sum equal to 21/2% of the
 total value of work done have been retained with the Employer for a period of two years
 reckoned from the date of completion of the work in order to enable the departmental officers to
 watch the effect of all seasons on the work and the structural stability of the work executed by
 the contractor.

4. And whereas it was decided to refund the said sum equal to 21/2% of the total value of
 the work done retained with the Employer on the expiry of two years period reckoned from the
 date of completion of work provided that the contractor execute an indemnity bond for a period
 of three years indemnifying the Board against any loss or expenditure incurred to rectify any
 defect noticed due to the faulty workmanship by the contractor or substandard material used by
 the contractor during the period of three years.

5. Now this deed of indemnity witness that in consideration of the contract entrusted to the
 contract or by the Employer, the contractor has agreed to the following terms and conditions
 and executed this indemnity bond in conformation of all and undertakes to comply with the
 terms referred to infra.

6. The contractor both hereby indemnify the Employer against any loss or damage that may be caused to the Employer in respect of rectification of any defect noticed due to the faulty workmanship by the contractor, or substandard material so used by other contractor in the execution of work entrusted to the contractor during the period of three years i.e. from up to (dates to be specified)

7. It is hereby confirmed that in all other respects, the agreement conditions will be binding between the parties.

In witness whereof Thiru / Tmt / Miss

Contractor has signed this deed on this day

of month

year.

Witness:

INDEMNITY BOND

(In lieu of water tightness and structural stability)

To accompany the Lump sum agreement No.

This deed of Indemnity made this day of _____ between Thiru S/o _____
(hereinafter called contractor " which
expression shall unless excluded by or repugnant to the context include his heir/executors,
administrators and legal representatives) and in favour of the Tamil Nadu Water Supply and
Drainage Board (hereinafter called the Employer which expression shall unless excluded by or
repugnant to the context include its successors and assigns) represented by the
Superintending Engineer/

Circle _____ Executive Engineer , Division _____

Assistant executive Engineer Sub division as follows:

Whereas the contractor agreed to construct a reinforced cement concrete Elevated
Service Reservoir / Sump of _____ lakhs litres capacity including pipe connections as
per departmental plan and designs under _____ water supply scheme Rs.
(Rupees _____

) as per Lump Sum Agreement No. _____ /and two of the
conditions of the said agreement are:

1. That the contractor should produce a water tight structure and guarantee its water tightness for two years as per clause _____ in Form in General conditions of contract, definitions and interpretations.
2. That in lieu of the 40% (Forty percent) of the amount of each bills scheduled to be withheld from the payment and kept with the Employer with security deposit till the expiry of the above guarantee period and till a certificate of soundness of structure is furnished by **the Executive Engineer, TWAD Board, Project Division, Pudukkottai** the contractor has agreed to execute an Indemnity bond vide clauses in Form in General conditions of contract, definitions and interpretations of Lump Sum Agreement No.

And whereas the Employer has agreed to accept a deed of Indemnity from the contractor in lieu of 40% (Forty percent) of the amount of each bill to be withheld from payment.

Now these present witness that in pursuance of the above said agreement and for the consideration above said, the contractor hereby agrees with the Employer that he will at all times indemnify and keep harmless of the Employer as a result of the failure of the contractor to remedy or to replace any failure or defects in the water tight structure for a period of two years from the date of commissioning which includes maintenance period of one year.

The contractor further agree with the Employer that on receipt of the report of the Engineer in charge about any failure or defects noticed in the structure within a period of two years from the actual date of commissioning and handing over to the Employer after maintenance for one year, a joint inspection has to be made immediately by the Engineer of the contractor and the Engineer in charge of water supply scheme and if in the opinion of the Executive Engineer, TWAD Board, **Project Division, Pudukkottai**.

The failure or defects noticed are due to the defects in the structure (construction) the contractor undertakes to rectify or replace immediately the structure at contractor's cost and the contractor agrees to extend the guarantee period for two more years from the date of rectification of the defects.

The contractor further agrees with the Employer that in the case of any dispute arising between the contractors on one hand and the Executive Engineer, TWAD Board, **Project Division, Pudukkottai** on the other hand as to any matter relating to the defects or failure noticed in the structure and the contractor's guarantee for water tightness for a period of two years from the accepted date of completion of the structure as indicated above such dispute shall be referred to the Chief Engineer, TWAD Board , Thanjavur whose decision shall be final. In witness whereof Thiru S/o

District and the Chief Engineer / Superintending Engineer / Executive Engineer, Tamil Nadu Water Supply and Drainage Board acting on behalf of the Tamil Nadu Water Supply and Drainage Board have here unto set their hands on the day and the year first written above.

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

The Executive Engineer, TWAD BOARD, Project Division, Pudukkottai

----- (Name of Employer)

----- (Address of Employer)

WHEREAS ----- (name and address of contractor)
 (hereinafter called "the contractor" has undertaken, in pursuance of contract No.-----
 ----- Dated ----- to execute-----
 ----- (name of contract and brief description of works) hereinafter
 called "the contract"

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein, as security for compliance with his obligations in accordance with the contract.

AND WHEREAS the contractor has requested us to give the Bank Guarantee

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee unconditionally and irrevocably to guarantee as primary obligator and not as mere surety, all the payments to the -----

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, upto a total of ----- (amount of Guarantee) ----- (amount in words such sum being payable in the types and proportion of currencies in which the contract price is payable, and we undertake to pay you unconditionally and irrevocably upon your first written demand and without cavil or argument, any sum or Sums within the limit of ----- (amount of Guarantee) as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contractor or of the Works to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release as from the liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank Guarantee is drawn at _____branch of_____ bank in _____Town in Tamil Nadu only.

This guarantee shall be valid until 28 days from the date of expiry of the defects liability period.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank _____

Address _____

Date _____

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ **2020**.

THE CONDITIONS of this obligation are:

- 1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
or
- 2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 28.2;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____² days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK

WITNESS _____ SEAL _____

[signature, name, and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

2 45 days after the end of the validity period of the Bid.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ *[name of Employer]*
 _____ *[address of Employer]*
 _____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub clause 36 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee]*
¹ _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ *[amount of guarantee]*¹
 _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between _____ *[name of Employer]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature _____ and _____ seal:

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

¹ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

BILL OF QUANTITIES

(To be furnished separately as Price Bid)

General

The Bill of Quantities shall contain items for the construction, installation, testing, commissioning and maintenance of the Works to be carried out by the Contractor

The Bill of Quantities will be used to calculate the Contract Price. The contractor shall be paid for the quantum of work done at the rate quoted for each item in the Bill of Quantities.

Where there is a discrepancy between the rates in words and figures, the lesser of the two will only be taken in to consideration.

Where there is a discrepancy between the unit rate and line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

Where there is an arithmetical discrepancy in the page total as well as grand total, the corrected total by the Employer will govern

The rates in the BOQ shall be for carrying out the work in conformity to the BIS, TNBP and Technical Specifications and other Terms and Conditions set out in the Bid Document

All pages in the BOQ should be signed without omission. All corrections/over writing should be properly attested by the Bidder.

Change in the Quantities

If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item/items, the rates as in the agreement for the relevant items shall be paid.

GST:

The GST @ 12% (or) as per G.O. amended from time to time. The Bidder should quote basic price of each item in the Bill of Quantity. The GST amount should be arrived for the total basic cost of all the items in the ABSTRACT finally.

| Item No. | Description of work | Probable quantity Figures | TNBP No. Other specification | Units in | Rates in | | Amount in figures |
|--------------------------------|---------------------|------------------------------|---------------------------------|----------|----------|-------|-------------------|
| | | | | | Figures | Words | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Vide separate sheets attached. | | | | | | | |