TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
TRICHY-PUDUKKOTTAI CIRCLE,TRICHY

BID DOCUMENT
Volume – I (COVER- I)

Name of Work	Balance work for PUMPING MAIN 400 mm DI K7 pipes from HEAD WORKS to Valavanthi BS at LS 460 m to 14464 m (T-6) under CWSS to 293 habitations in Musiri, Thathaiyangarpettai, Thuraiyur and Uppliyapuram unions of Thiruchirapalli District- period of completion 6 Months, trial run for 3 months.

Last date of submission : Up to 03.00 P.M. on 12.08.2020

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II. LETTER OF APPLICATION

(Letter head paper of the Applicant, or lead partner of the Joint Venture, including full postal address, telephone no., fax no., cable address, and E-Mail)

Dated

To
The Superintending Engineer, TWAD Board,
Trichy – Pudukkottai Circle,
Integrated Office Complex,
No.35, J.K. Nagar, Kajamalai (Post),
Trichy – 620 023.

Sir,

Being duly authorised 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 .01 / F.CWSS to 293-phase-II/ DO / DB / TPC / TRY / 2020/ Dt:28.07.2020

Name of work : Balance work for PUMPING MAIN 400 mm DI K7 pipes from HEAD WORKS to Valavanthi BS at LS 460 m to 14464 m (T-6) under CWSS to 293 habitations in Musiri, Thathaiyangarpettai, Thuraiyur and Uppliyapuram unions of Thiruchirapalli District- period of completion 6 Months, trial run for 3 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 authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents and informations 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 authorisation to any individual or authorised 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.
- 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 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 / Latest Income tax assessment order on their income tax return and GST Registration& GST return filing copy in currency are enclosed

The Bid Security of **50,000/- (Rupees Fifty 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 RWS Division, Integrated office Complex, J.K.Nagar, Kajamalai P.O.Trichy 620023.** 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 here in 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 authorised
Signatory with seal)

III . INSTRUCTIONS TO BIDDERS

A.GENERAL

1.Scope of the Bid

This is a "Turnkey Contract" and the contractor is responsible for the execution of the water supply works including the supply and installation of all materials, machineries, equipment's 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 Superintending Engineer, TWAD Board, Trichy- Pudukkottai Circle, Trichy** , (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 submit his offer for all the works detailed in the Bill of Quantities as overall tender excess/less percentage than/over total departmental value in Schedule-A .

1.2 The works covered in this turnkey bid would be as under:

NAME OF WORK:

Balance work for PUMPING MAIN 400 mm DI K7 pipes from HEAD WORKS to Valavanthi BS at LS 460 m to 14464 m (T-6) under CWSS to 293 habitations in Musiri, Thathaiyangarpettai, Thuraiyur and Uppliyapuram unions of Thiruchirapalli District- period of completion 6 Months, trial run for 3 months.

Details of Work Covered :

Sl. No	Description	Size/Length (m)/ Nos
1.	Supply and delivery-450 mm DI K7 pipe	3395m

Trial run

Trial run-3 months (excluding cost of replacement of damaged Materials for the reaches already executed by the other contractors and electrical energy which will be reimbursed by the Employer .)

1.3 The successful bidder will be expected to complete the works within the period stipulated for completion in the program 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.

The Bid Document can be purchased from **the Executive Engineer/RWS Division, Trichy** 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 authorised 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 a 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 authorised 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 Sales Tax Verification Certificate relating to the year prior to the previous financial year.

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 The bidder should carefully inspect the site to assess the prevalence of differing soil classifications and quote the rate for trench excavation for laying pipeline taken into account of all soil classifications that are likely to be encounter and no extra rate will be paid for excavation of trench on account of any variation in the classification of soil met with during actual execution.

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 authorising 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 construction works performed during each of the last five years should be furnished in annexure-I.

7.1.5 Annual turnover for the past five financial years (audited balance sheet for the last five financial years) should be enclosed. Annual turnover for the past five 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.

7.1.6 Experience in works of similar nature and magnitude during each of the previous five financial years, the details of works on hand and works for which bid already submitted should be furnished in the annexures II, III and IV respectively.

7.1.7 List of equipments available with the bidder for deployment in the project should be furnished in annexure V

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 VI

7.1.9 Litigation details of the bidder with the details of the parties concerned and the amount involved should be furnished in annexure VII. The bidder should indicate clearly whether the bidder or any partner of the Joint venture has been black listed, banned or debarred in any other organisation Non – Production of this information (or) concealing the same will lead to disqualification.

7.1.10 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 VIII. Any sub contractor to whom one or more components are to be sublet by the main contractor, in such cases the sub contractor should have completed particular component for a value of 40% of that component, in addition to satisfying the physical experience criteria

7.1.11 An undertaking to execute and complete the work within the stipulated period as per the programme schedule should be enclosed.

7.1.12 Income Tax Clearance Certificate / latest Income tax assessment order on their income tax return (with reference to the year in which the bid is opened)

7.1.13 GST certificate as proof of having remitted the GST. In the case of not liable to the Commercial Tax Department, a valid certificate issued by the competent authority to this effect.

7.2 PERFORMANCE ELIGIBILITY.

The bidder individually should have completed and commissioned the following work for any of the Central/State Government Departments/Quasi Government / Private Organisations / Government under takings during last five financial years.

Sl. No.	Description of Component	Eligibility
1	Supply and delivery 450 mm DI K7 pipe 3395m	Should have completed and commissioning of atleast 1 km of respective of material

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 / Private Organisations and Government Undertakings. The performance experience should be supported by performance certificates issued by the concerned organization by an officer not less than the rank of Executive Engineer/responsible person of the private organization.
The experience gained in the last five years alone shall be taken into account to assess the performance eligibility of the bidder.
ii) The tenderer should enter into proper agreement with sub contractor proposed to be sub let and furnish the documentary evidence along with bid.

7.2.1 Performance certificate:

As per site bid condition, the performance experience, should be supported by performance certificates issued by the concerned organization by an officer not less than the rank of Executive Engineer /responsible person of the private organization. The experience certificate issued by an officer below the rank of Executive Engineer or on behalf of the Executive Engineer should not be considered.

For the experience certificate obtained from the departments outside the state, clarification may be obtained from the concerned department whenever felt necessary as to whether the details furnished in the certificates are genuine, before finalisation of evaluation at Circle level.

The bills /claim should be prepared by the contractor as per agreement and in accordance with the works executed and submitted to the Department.

7.3.FINANCIAL ELIGIBILITY

a) The bidder should have achieved a minimum annual turnover of **Rs. 17.91 Lakhs (Rupees seventeen lakhs and ninety one thousand only**) in any one of the previous five financial years.

b) Assessed bid capacity should be more than the total value of work put to tender
1) Assessed available bid capacity: **(A x N x 1.5) – B**

A: Maximum value of construction works executed in any one of the last five years (updated to current price level, i.e. at 6% per annum)

N: Number of years prescribed for completion of the works for which bids are invited.
B: Value at current price level of existing commitments and ongoing works to be completed in the **next 6 Months**.

The assessed available bid capacity should be more than the total bid value put to tender.

7.4. DISQUALIFICATION:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified 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 as in the date of application whose previous performance is found to be poor/not satisfactory, will not be taken up for evaluation.

C.BID DOCUMENTS

8. CONTENTS OF BID DOCUMENTS

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

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

9. CLARIFICATION OF BID DOCUMENTS.

9.1 A prospective bidder requiring any clarification of the bid documents may notify the employer 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, which is received earlier than 15 days prior to the dead line for submission of bids. Copies of the employer's response will be forwarded to the purchaser of the bidding documents including a description of the enquiry but without identifying its source.

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 either in English or in Tamil language. 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 construction work for the past five years – (7.1.4)
b) Experience in work of similar nature and magnitude in the previous five financial year – (7.1.6)
c) Commitments of works on hand – (7.1.6)
d) Works for which Bid already submitted – (7.1.6)
e) List of Equipments available with the Bidder – (7.1.7)
f) Qualification/Experience of key personnel proposed for technical and administrative functions under this project – (7.1.8)
g) Details of litigation – (7.1.9)
h) Details of components proposed to be sublet and sub contractors involved – (7.1.10)
i) Technical staff to be employed (para 10 of General Conditions)

iii. List of Certificates.

a) Signature of the proprietor or proprietary 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) An Undertaking for Completion of the Project as per Programme Schedule.
h) Income Tax Clearance Certificate – (7.1.12)
i) GST Return - (7.1.13)
j) Certificate of performance issued by not less than the rank of Executive Engineer / responsible person of the private organization.

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)

Priced Bill of Quantity duly signed.

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

12.3 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 overall tender excess/less percentage over/than total departmental value in Schedule A in the bill of quantities submitted by the bidder.

13.2 The bidder shall fill overall tender excess/less percentage over/than total departmental value in Schedule A (both in figures and words) for the works described in the Bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. If there is any discrepancy between words and figures in the percentage quoted by the bidder, the lower of the two will govern.

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/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.

The GST amount should be arrived for the Total basic cost of all the items. From every payment made to the firm/Contractor, deduction at source towards GST shall be made for civil work contract subject to issue of amendments from time to time.

13.4 The final tender percentage excess/less quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account

14.CURRENCIES OF BID AND PAYMENT

14.1 The unit rates and the prices are entirely in Indian Rupees.

15. BID VALIDITY

15.1 Bids shall remain valid for a period not less than **(120 Days) one hundred and twenty 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

16.1. The bidder shall furnish, as part of his bid, a bid security of **Rs.50,000/- (Rupees Fifty thousand only)** in anyone of the following forms.

- Demand Draft drawn on a Nationalized Bank/ Scheduled banks in favour of the **Executive Engineer, TWAD Board RWS Division, Trichy** at banks pledged of the **Executive Engineer, TWAD Board RWS Division,Trichy** Call receipt of Scheduled **in, No.35,J.K.Nagar,Kaja Nagar,Trichy.**
- Government Security and National Savings Certificate pledged in favour of the **Executive Engineer, TWAD Board RWS Division, Trichy**.(purchased within the state of Tamil Nadu)
- Post office Savings Bank deposits pledged in favour of the **Executive Engineer, TWAD Board RWS Division, Trichy** (purchased within the state of TamilNadu)
- Fixed deposit receipts from Scheduled banks pledged in favour of the **Executive Engineer, TWAD Board RWS Division, Trichy**
- 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 authorised signatory on Revenue stamp at the back of 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 finalisation 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 authorised 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 authorised representative, who are desirous, may attend the pre bid meeting which will take place at **Superintending Engineer Chamber, TWAD Board, Trichy at 11.00 A.M. on 07.08.2020**

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 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 bid meeting.

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 direct or indirect, implicit or explicit regarding the tender percentage excess/less 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 super scribed properly.

20.8 All the envelopes shall be addressed to the Employer at the following address.

The Superintending Engineer, TWAD Board,
Thanjavur Circle,
No.35, J.K.nagar
Kaja Nagar(post) ,
Trichy– 620023

and bear the following identification

Balance work for PUMPING MAIN 400 mm DI K7 pipes from HEAD WORKS to Valavanthi BS at LS 460 m to 14464 m (T-6) under CWSS to 293 habitations in Musiri, Thathaiyangarpettai, Thuraiyur and Uppliyapuram unions of Thiruchirapalli District- period of completion 6 Months, trial run for 3 months.

IFB .01 / F.CWSS to 293-phase-II/ DO / DB / TPC / TRY / 2020/ Dt:28.07.2020

Do Not Open Before **3.30 PM on 12.08.2020**

(time and date of bid Opening as per Clause 24 of "Bid Opening and Evaluation")

20.9 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 22of ″Submission of Bids″.

20.10 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 20.8 above not later than **3.00 PM on 12.08.2020.** 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.

21.3 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, SUBSTITUTION AND WITHDRAWAL OF BIDS

23.1 The bidder may modify, substitute or withdraw his bid after submission, provided that written notice of the modification, substitution and withdrawal is received by the Employer prior to the deadline for submission of bid.

23.2 The bidder's modification, substitution or withdrawal notice 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', 'SUBSTITUTION' or 'WITHDRAWAL'** as appropriate. The modification /substitution for price bid cover should be superscribed as price modification /substitution cover

23.3 No bid shall be modified, substituted or withdrawn after the deadline for submission of bids.

23.4 Modification, substitution or withdrawal 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 with 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 shall 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. 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

28.1.1 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:

- Where there is a discrepancy between the tender percentage excess/less quoted in figures and in words the least of the two will govern and
- 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/Lead Partner in the case of Joint Venture, 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 Within 15 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 favour of **the Executive Engineer, TWAD Board ,RWS Division, TRICHY**

(or)

ii) Unconditional and irrevocable bank guarantee issued by any one of the branches of "Nationalized Bank (or) Scheduled Bank " with in the State of Tamilnadu as per the prescribed format furnished in the bid document in favour of the **Executive Engineer, TWAD Board RWS Division, TRICHY** . for an amount of Rs……..(equivalent to 2% of the total value of the contract)

a.. For tenders with any plus % & up to minus 5% of Dept. value :- 2% of contract value.
b.. For Tenders with minus 5% & up to minus 15% of Dept. value :- 4% of contract value.
c.. For tenders with more than minus 15% of Dept. 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 15 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

35.5 **Amendment to Agreement**

Any amendment shall be issued by mutual consent between the Employer and the contractor only without 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 MILESTONE**

37.1 The fifteenth 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 **5 (Five)** months from the start date.

37.3 The mile stone for each component would be as under :

Sl. No.	Description	% of Achievement	Cumulative % of Achievement
1.	Up to 1st month	10 %	10%
2.	Up to 2nd month	15%	25%
3.	Up to 3rd month	25%	50%
4.	Up to 4th month	25%	75%
5.	Up to 5th month	20%	95%
6	Up to 6th month	5%	100%

38. **PROGRAMME SCHEDULE/RATE OF PROGRESS/MILESTONE**

38.1 "The Source should be created first and ascertain the quality and quantity and then proceed the other component of the scheme". The Contractor, within seven days from the date of signing of the agreement shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.

38.2 An update of the Programme shall be a Programme 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 Programme. The Employer reserves the right to approve or reject the updated programme without prejudice to levying of penalty for slow progress.

39. PENALTY FOR DEFECTIVE CONSTRUCTION

39.1 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. PENALTY FOR SLOW PROGRESS

40.1 Provided the firm/contractor fails to maintain the required rate of progress/mile stones stipulated for the project as whole or in any of the component or in the case of works not commenced, the engineer in charge shall have the right to impose penalty of such an amount as he may deem fit for every day of delay caused in the progress of the project as a whole or in part as well as for the portion of the work remaining not commenced, subject to the condition that the total penalty imposed shall not exceed 5% of the total contract value. The penalty levied on the firm/contractor is however subject to modification at the discretion of the Chief Engineer for valid reasons which are to be recorded.

41. PROCEDURE FOR LEVYING OF PENALTY

41.1 The program schedule drawn for the project entrusted on turnkey basis, should be kept up by the firm/contractor without any slippage. The Executive Engineer concerned shall monitor properly the execution of the work with reference to the programme schedule stipulated. The Executive Engineer, on identification of any defective construction or any slippage in the programme schedule in any of the component, shall issue a show cause notice either by RPAD or through personal service to the firm/contractor, giving 15 days time for furnishing the reasons therefor by the firm/contractor. In cases, where the reasons adduced by the firm/contractor are not convincing, the penalty contemplated in the agreement conditions shall be invoked.

42. LIQUIDATED DAMAGES

42.1 Provided the firm/contractor fails to complete the work as a whole or part thereof within the stipulated period, the firm/contractor shall be liable to pay liquidated damages at 0.10% of the value of the unfinished works per week of delay till the completion of the work in full in all respects and handing over to the department. The amount recoverable towards liquidated damages shall however be restricted to 5% of the total 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.

42.2 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.

43. FORECLOSURE OF WORKS

43.1 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 utilised in view of the foreclosure, the firm/contractor shall be paid a eligible amount as certified by the Engineer in charge.

43.2 SPECIAL CONDITION

The contractor should take up other component of the works such as construction of pump room, Supply, Delivery of pumpsets, Conveying main, including supply of pipes and specials, construction of elevated service reservoir etc. only after ascertaining the required yield and potability of water.

V - PAYMENTS AND RECOVERIES

44. PAYMENT SCHEDULE

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

CIVIL WORKS:-

Payment may be released up to 90% of the measured and Check measured quantity and balance 5% on Commissioning of the Scheme and balance 5% on Completion of maintenance period subject to the condition in para 4 to and of bid documents me

PUMPING MAIN, GRAVITY MAIN, DISTRIBUTION SYSTEM

A. After supply at site	:	Up to 50%
B. After laying jointing and testing of pipes	:	Upto 90%
C. After commissioning of the entire length of main	:	Upto 95%
D. After completion of the maintenance period of the scheme as a whole.	:	Balance 5%

MECHANICAL ITEMS
FOR PUMPSETS ERECTION (SPECIAL CONDITION

A. After erection	**:**	**Up to 75%**
B. After commissioning	**:**	**Up to 20%**
C. After completion of the maintenance period of: the scheme as a whole.		**Balance 5%**

Payment will be made as above for first consignment and payment for subsequent consignments will be released as above only after 50% of previous consignment is laid jointed and tested.

Note:

- The percentage of payment mentioned above are with reference to the total value of each component as per the agreement entered into by the firm/contractor except pumping main and distribution 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.
- 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
- No payment shall be made for supply of materials alone except in the case of treatment works and pumping plant.

44.2 Preparation of bills:

All Contractors shall submit bills for agreement 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.

The Contractor shall submit their bills to the Executive Engineer or to any of his subordinate officer under his control, as directed by the Executive Engineer. The Executive Engineer is responsible to scrutinize the claim within 15 days from the date of submission of bills of the contractor.

45. RELEASE OF PERFORMANCE SECURITY & RETENTION AMOUNT

45.1 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.22.50 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 upto 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.

45.2 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.

45.3 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 an indemnity bond for the above amount for a further period of 3 years beyond the above said 2 years to ensure structural stability.

46. RECOVERY OF MONEY PAYABLE TO THE TWAD BOARD

46.1 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 or all the government promissory notes for the 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 government promissory notes or 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.

47.INCOME TAX

47.1 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.

47.2. GST

From every payment made to the firm/contractor,deduction at source towards GST shall be made for contract as per Government of India,Ministry of Financial/Department of Revenue,New Delhi Notification No.20/2017-Central Tax(Rate)/Dt.22.08.2017G.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.

48. 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)

VI – CERTIFICATES AND ANNEXURES
LIST OF ANNEXURES

Sl. No.	Description	Para No.
I	Performance of the Bidder showing the value of construction work for the past five years	7.1.4
II	Experience in work of Similar Nature and Magnitude the previous 5 financial years.	7.1.6
III	Commitments of Works on Hand	7.1.6
IV	Works for which Bid Already Submitted	7.1.6
V	List of Equipments available with Bidder	7.1.7
VI	Qualification / Experience of key personnel proposed for Technical and Administrative functions under this project.	7.1.8
VII	Details of Litigation	7.1.9
VIII	Details of Components proposed to Sublet and Sub Contractors involved	7.1.10
IX	Technical Staff to be employed	Para 10 of General Conditions

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 authorised person attested by the Notary Public	2.4
4	Copy of the Listed Power of Attorney authorising 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
8	An Undertaking for Completion of the Project as per the Programme Schedule	7.1.11
9	Income Tax Clearance Certificate	7.1.12
10	GST Certificate	7.1.14
11	Certificate of Performance issued by not less than the rank of Executive Engineer / responsible person of the private organisation	7.2

ANNEXURE I

Performance of the Bidder showing Value of Construction work performed in the last Five Years

Year	Value of Construction 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

Experience in works of similar Nature and Magnitude in the previous 5 financial 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

Seal of the firm **Signature of the bidder with date**

ANNEXURE III

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

Seal of the firm **Signature of the bidder with date**

ANNEXURE IV

Works for which Bid 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

Seal of the firm **Signature of the bidder with date**

Annexure V

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	

Seal of the firm **Signature of the bidder with date**

ANNEXURE VI

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

Sl. No	Name of the person	Position for which proposed	Qualifi cation	Total Years of experience	Years of experi-ence in the propo-sed position	Remarks

Seal of the firm **Signature of the bidder with date**

ANNEXURE VII

Details of Litigation

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

Should be attested by the Notary public

Seal of the firm **Signature of the bidder with date**

ANNEXURE VIII

Details of Components proposed to be sublet and subcontractors involved

Sl. No	Name of component proposed to be sublet	Name of the sub contractor	Details of experience in similar work	Annual turnover for the last 5 years (Rs. In lakhs)

ANNEXURE IX

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

TENDERER SE/TWAD BOARD/TRY,

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 authorised to act on its behalf

"Employer" means the Tamil Nadu Water Supply and Drainage Board and shall include the officers duly authorised 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 authorised 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 authorised 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 authorised 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

"Turnkey Contract" means execution of the water supply and sewerage works including the supply and installation of all materials, machineries, equipments etc in accordance with specifications stipulated in the Bid Document and in conformity with the quality parameters laid down in relevant BIS, TNBP, Bid Documents etc and

competing the entire works in all respects satisfactorily and commissioning within the stipulated period and maintaining 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 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 Ist 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 15th day from the date of issue of work order 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 organisation 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 programme schedule set out in the Contract.

9.REFERENCE MARKS

The basic center 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	Value of Contract	Scale and minimum qualification prescribed for the employment of technical staff	Rate of Penalty Per month
1)	Above Rs.25.00 Lakhs	One BE (Civil) or equivalent engineering degree holder with atleast three year experience or retired AEE of TWAD or other Engineering Department in addition to two LCE/DCE/LSE holders	Rs.5000/-per month for (Degree holder) + Rs.4000/-per month (Rs.2000/- per month for each Diploma Holder)

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 incharge 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 land 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 theconsent 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 authorised by the Engineer.

14. BILL OF QUANTITIES

The bill of Quantities shall contain items of works relating to each component of the scheme 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. (Including tender premium in case of Percentage tender system)

15. CHANGE IN THE QUANTITIES

If the final quantity of the work done differ 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 inspection charges/fees shall be payable by the contractor.

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, relaid 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.

23. 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.

24. 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.

25. 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 programme schedule. The non availability of any tool, plant or equipment shall not be relied upon as a reason for non functioning or slow progress.

26. 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.

27. COEXISTENCE 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.

28. 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' principal place of business as mentioned in the document or at other places as may 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.

29. 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.

30. 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 recognised 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

31. 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 Works

32. 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 authorised representative will have access at all ties 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.

33. 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

34. 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 tore move materials from the site or to pull down and replace work for twenty eight days after receiving the written notice from the engineer incharge 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 carry out 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 contrary 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 expert the contractor therefrom without thereby voiding.

f) The contract, or recasting 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 enquires 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 incharge 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 incharge. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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 Liability 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

40. 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.

41. 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 judgment 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 gave sustained and these should be done to the entire satisfaction of the Engineer in charge.

42. 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 up to 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

43. 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 vitiating 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 in-charge of the work. This will include the maintenance of the entire project by the firm/contractor for a period of 1 month 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 project. During the period of maintenance, all costs towards labour, spares, consumables, chemicals, repairs and renewals shall be borne by the firm/contractor. The electrical energy charges payable to the TNEB during the maintenance period shall be borne by the Employer.

51. OPERATING AND MAINTENANCE MANUAL

Deleted

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 authorised 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 land 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.

Date of commencement of maintenance will be from the date of commissioning of the schemes in all respects i.e. after supply effected to all beneficiaries covered under this scheme.

In case where the work could not be completed due to the reasons beyond the control of the contractor viz. due to delay in getting permission from Railways/ Highways etc. authorities, the partial commencement of the maintenance will be permitted for other completed works/ components from the date in which these components / works were commissioned and water supply affected to the beneficiaries and of separate maintenance period may be adopted as per agreement conditions for the component after its completion.

57. **SAFETY PROVISIONS**

The contractor shall arrange for the safety provisions in his operation as required including the provisions in the safety manual published by the central water and power commission. New Delhi (January 1962 edition). In case the contractor fails to make such arrangements the Engineer in charge shall be entitled to cause them to be provided and to recover the cost there of from the contractor.

For failure to comply with the provision of Safety Manual, the contractor shall without prejudice to any other liability, pay the Employer a sum for each day of default at the rates that will be fixed by the Employer.

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 sterilised dressing and sterilised 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 liters 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 signora 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 incharge 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 there of 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. **JURISDICTION OF COURT**

In the event of any dispute 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 – FORM OF AGREEMENT
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 raters in Agreement within the estimate rates or schedule of rates whichever is less and the Lump sum provision sufficient or likely to be exceeded. :

TENDERER SE/TWAD BOARD/TRY,

II. Additional Information

A. Original Agreement

1. Original Agreement amount of tender excess : and percentage over the estimate rate.
2. If confessional 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.198 dated 5.5.1998 :
2. If entrusted without tenders whether sanction is necessary with reference to total value of work covered by the supplemental agreement so far accepted. :

TENDERER SE/TWAD BOARD/TRY,

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD

Form of Agreement (Lump sum)

Articles of Agreement made this----------

Day of ----------

between Thiru----------

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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 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 authorised in that behalf (thereinafter) 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 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 there from 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.

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 on 15th day from the date of issuing of work order complete the work within 12 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

SUPERINTENDING ENGINEER/TWAD BOARD
TRICHY-PUDUKKOTTAI CIRCLE,TRICHY,

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

TENDERER SE/TWAD BOARD/TRY,

INDEMENITY 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.

6. 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:

TENDERER SE/TWAD BOARD/TRY,

SPECIMEN FORMAT FOR PERFORMANCE BANK-GUARANTEE
PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To
……. (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 irrevocable to guarantee as primary obligator and not as mere surety, all the payments to the …….

NOT 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 proportions 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 limits of ……(amount of guarantee) as aforesaid without your 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 dept 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 contract 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 us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The Bank Guarantee is encashable 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……

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 mentioned for each item in the Bill of Quantities

Item for which no rate or price has been entered in 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

The rates quoted 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.

- The total amount and excess / Less quoted in the " Abstract of BOQ" will only be taken as the final value for comparison and the finalisation of the tender.
- If there is any variation in the Percentage quoted in words and figures, the lesser of the two will only be taken in to consideration.
- The percentage quoted in the bid shall be up to two decimal only.
- If the tenderer failed to scour out the word either of " excess or less" the word less alone will be taken in to consideration.
- If two or more tenderers / Firms have quoted the same percentage excess or less over the departmental rate in the abstract of BOQ then the successful tenderer will be decided by LOT SYSTEM provided they satisfy all other requirements in the presence of tenderers of their authorised representatives who chose to be present during the tender opening.

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

NAME OF WORK:

Balance work for PUMPING MAIN 400 mm DI K7 pipes from HEAD WORKS to Valavanthi BS at LS 460 m to 14464 m (T-6) under CWSS to 293 habitations in Musiri, Thathaiyangarpettai, Thuraiyur and Uppliyapuram unions of Thiruchirapalli District- period of completion 6 Months, trial run for 3 months.

SI. No.	Description of Item of Work.	Quantity.	Specification	Unit.	Rate		Amount
					In Figures	In Words	
1	2	3	4	5	6	7	8
	FURNISHED SEPARATLY						