

**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD**  
**EXECUTIVE ENGINEER, TWAD BD, PF.DIVISION,**  
**NO.35, JK.NAGAR, KAJAMALAI (PO), TRICHY-620023.**

**TENDER BID DOCUMENTS**



**Tender Notice :** CTN.No. 11 / F- CWSS to 255 (824) –Pkg – 5 / JDO2 / 2022 /  
Dt. 22 .04.2022

**Name of Scheme :** **Providing Combined Water Supply Scheme to 255(824)**  
Rural Habitations of Thiruvarur and Thiruthuraipoondi  
Municipalities , Muthupettai and Peralam Town Panchayaths  
of Thiruvarur and Thanjavur Districts - **Source Creation I –  
Package- 5.**

**Name of work:** Labour charges for putting down confirmatory borewell of  
size 3" to 4" in river bed in sandy and other loose soil, using  
hand boring sets including the cost of hire charges,  
conveyance charges of hand boring sets, insertion of casing  
pipes and collection of soil sample at frequent intervals in  
river coleroon as source.

**Last date of submission : Upto 3:00 pm on 11.05.2022**

**Received Rs.**                      vide this office cash receipt No.                      /Dt.  
**Issued to Thiru / M/s.**

**Whether the Bid document Down : Office of the Executive Engineer,**  
**loaded or Direct Purchase**                      TWAD Board, PF Division,  
                                                                         TWAD Board integrated office complex,  
                                                                         No.35, JK.Nagar, Kajamalai,(po),Trichy-23

**Certified that the Bid Document**                      }                      pages  
**containing Including Annexure**

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**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD**

**TENDER DOCUMENTS FOR WORKS ON TURMKEY BASIS**

1)	Tender Notice No.	<b>CTN.No. 11 / F- CWSS to 255 (824) – Pkg – 5 / JDO2 / 2022 / Dt.22 .04.2022.</b>
2)	Name of work:	<b>Providing Combined Water Supply Scheme to 255(824)</b> Rural Habitations of Thiruvarur and Thiruthuraipoondi Municipalities , Muthupettai and Peralam Town Panchayaths of Thiruvarur and Thanjavur Districts - <b>Source Creation I</b> - Labour charges for putting down confirmatory borewell of size 3" to 4" in river bed in sandy and other loose soil, using hand boring sets including the cost of hire charges, conveyance charges of hand boring sets, insertion of casing pipes and collection of soil sample at frequent intervals in river coleroon as source. - <b>Package 5.</b>
3)	Eligible class of contractor	<b>Class III and above</b> Civil contractor registered in TWAD Board / and other State or Central Govt. Dept. / Undertakings.
4)	Form of Contract	Lumpsum ( Percentage tender system)
5)	Amount of EMD	<b>Rs. 18,000/- (Rupees Eighteen Thousand only)</b> Bank Demand Draft in favour of Executive Engineer, TWAD Board, Project Formulation Division, Trichy. (purchased within the State of Tamil Nadu of Union Bank of India/ State Bank of India/ Indian Bank/ Canara Bank and Bank of India)
6)	Cost of Bid Documents	Rs.1,180 /- (Schedule cost for Rs 1,000 /- + including 18% of GST cost for Rs.180 /-) By cash or DD in favour of Exe. Engr. TWAD. PF. Division, Trichy.

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7)	Period of sale of bid Documents and contact person	25 .04.2022 to 10.05.2022 5.45 pm Office of the Executive Engineer, TWAD Board. PF division No.35, JK .Nagar, Kajamalai, Trichy-23
8)	Last date for submission of Bid Documents	Up to 3.00 PM on 11 .05.2022.
9)	Date and time of opening of Bid Documents	At 3.30 PM on 11.05.2022.
10)	Tender should be valid for	90 Days

The cost of the Bid Documents should either be remitted in cash or in the form of demand draft drawn in favour of the Executive Engineer, TWAD Board, Project Formulation Division, Trichy. The contractor / firm who are desirous of obtaining the Bid Documents by post will have to remit additionally Rs. 250 /-

Tender document should be filled in with relevant details and duly signed and the completed bid documents should be submitted in a sealed cover and dropped in the tender box kept in the office of the Executive Engineer or sent by registered mail to **The Executive Engineer, TWAD Board, Project Formulation Division, No. 35, TWAD Board integrated office complex, JK.Nagar, Kajamalai, Trichy- 23.**

The TWAD Board, under no circumstances, shall be responsible for the delay or loss of documents in transit.

The cover containing the Tender document will be opened on the date and time stipulated above.

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### **LETTER OF CONTRACTOR**

I agree to abide by all the detailed specifications, terms and conditions stipulated in the TWAD Board Manual for Rural Water Supply Schemes which I have read and understood.

SIGNATURE OF TENDERER.

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**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD**  
**LETTER OF TENDER**

To

Dated: .....

The Executive Engineer,  
TWAD Board,  
Project Formulation Division,  
Trichy.

Sir,

1. I/We do hereby tender and if this tender be accepted undertake to execute the works covered as shown in the drawings and described in the specifications deposited in the office of the Executive Engineer, TWAD Board, P.F. Division, Trichy with such variations by way of alterations or additions to and omission from the said works and in accordance with the Detailed standard specifications and General Conditions of Contract stipulated in the TWAD Board Manual for Rural Water Supply Schemes at ..... % Excess/Less over the department value of Rs.....(Rupees ..... ) or such other sums as may be arrived at under the clause of the standard contract terms and conditions of TWAD Board relating to payment by final measurements at unit prices.
2. I/We have also quoted the tender premium in the bill of quantities (Schedule A annexed) in words and figures for which I/We agree to execute the work and receive payment on measured quantities as per the General conditions to the contract.
3. I/We do hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender. I/We have carefully followed the instructions, in the tender and have read, the Tamil Nadu Building Practice the general conditions to contract there in and the standard contract terms and conditions of TWAD Board and the I/We have made such examination of the contract documents and of the plan, specifications, quantities and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not thereafter make any claim or demand upon the TWAD Board upon or arising out of any alleged misunderstanding of Misconception of mistake on my/our own part of the said requirements, covenants, stipulations, restrictions and conditions.

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4. I/We enclose and Income Tax verification Certificate and Sales Tax clearance Certificate.

5. \*\* (a) I/We enclose..... the sum of Rs..... (Rupees.....

..... in the form of ..... as prescribed in the Tender Notice towards Earnest Money not to bear any interest.

^ (b) I/We hereby enclose the, proof of authority vide the payment of Bid Security ..... exempting me/us from the payment of EMD.

Note: \*\* to be scored out if no applicable.

6. If my/our tender is not accepted, the E.M.D shall be returned to me/us on my/our application when intimation is sent to me/us of rejection. If my/our tender is accepted I/We do hereby agree to produce the Security Deposit in the manner and form prescribed under clause 39 in the notice inviting tender (Section I) of standard contract terms and conditions, for the due fulfillment of contract. If upon intimation being given to me/us by the tender accepting authority of acceptance of tender. (I/We fail to make the additional security deposit then, I/We agree to the forfeiture of the earnest money deposit. Any notice, required to be served on me/us hereunder shall be sufficient service on me/us if delivered to me/us personally or forwarded to me/us by post of (Registered or ordinary), or left at my/our address given herein, such notice shall, if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

7. I/We fully understand that on receipt of communications of acceptance of tender from the accepting authority, there emerges a valid contract between me/us and the TWAD Board represented by the officer accepting agreement and TWAD Board Manual for Detailed Standard Specifications and General Conditions of contractor and the Tender documents issued by the Board, i.e. Tender notice. Tender with schedules, General conditions to the contract and special conditions of the tender, negotiation letters, communication of acceptance of tenders, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined in clause of the tender notice, provided that, it shall be upon to the acceptance authority to insist on execution of my written agreement by tenderer, if administratively considered necessary or expedient.

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8. I/We have also carefully examined the standard contract terms and conditions of the TWAD Board and Tamil Nadu Building Practice in acknowledgement of being bound by all conditions of the clauses of the General conditions to the contract (Section II) and all specifications to the contract (Section II) and all specifications for items of works described by specification number in bill of quantities (Schedule – A).

9. In consideration of the payment of Rs..... (Rupees.....)

or such other sums as may be arrived at under the clause of the General conditions to the contract relating to payment by final measurement at unit prices. I/We agree subject to said conditions to execute and complete the works shown upon the said drawing serially from No.1 to inclusive (Schedule B) and described in the specification Schedule and to the extent of probable quantities shown (Schedule – A) with such variations by way of addition to or alterations, deductions from the said work and method of payment thereafter as are provided in the said conditions.

10. I/We agree that time shall be considered as the essence of the contract and commence the work as soon as this tender is accepted by the competent authority and to show progress as defined in the tabular statement (Schedule – C) "Rate of Progress", subject nevertheless to the provisions for extension of time contained in clause 55 of the General conditions to the contract.

11. I/We agree that upon the standard contract terms and conditions of this contract being fulfilled and performed to the satisfaction of the Executive Engineer, the Security deposited by me/us as herein before recited or such portion thereof as I/We may be entitled to under the said conditions be paid back to me/us provided in clauses 8 of the Special conditions to the contract.

12. The term Executive Engineer in the said condition shall mean the Executive Engineer, TWAD Board in charge of the Division having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved therein favour of the TWAD Board who has been duly authorized by the TWAD Board.

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13. I am / we are professionally qualified and my/our qualifications are follows  
.....

I/We in pursuance of schedule undertake to employ the following technical staff our supervising the work and will, see that one of them is always at site during working hours personally checking all items of works paying extra attention to such work as may require special attention.

e.g reinforced cement concrete etc.,

Sl No.	Name of Technical Proposed to be employed	Qualification	Experience
1.			
2.			
3.			

14. I/We agree in the event of any dispute arising between the parties hereto 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 the contract is awarded and agreement is concluded and by no other court.

15. I/We undertake to assume full responsibility for the stability and soundness of the works/structures that will be executed by me/us per this contract.

16. I/We undertake and agree that I/We will not withdraw this tender during the period of validity of my/our tender as indicated in my/our tender and also during such extended period as agreed to by me/us such period to date from the last date by which tenders are due to be submitted and if I/We do so withdraw, I/We agree to forfeit the EMD to the TWAD Board.

17. I/We understand that the Board is not bound to accept the lowest or any tender the Board may receive.

Dated this ..... day of .....

Signature of Tenderer

Address:

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## **INSTRUCTIONS TO BIDDERS**

### **1. Description of works: Providing Combined Water Supply Scheme to 255(824)**

Rural Habitations of Thiruvarur and Thiruthuraipoondi Municipalities , Muthupettai and Peralam Town Panchayaths of Thiruvarur and Thanjavur Districts - **Source Creation I** - Labour charges for putting down confirmatory borewell of size 3" to 4" in river bed in sandy and other loose soil, using hand boring sets including the cost of hire charges, conveyance charges of hand boring sets, insertion of casing pipes and collection of soil sample at frequent intervals in river coleroon as source. - **Package 5.**

**2.** The Tenderer is required to examine carefully all instructions, conditions, forms, terms, specifications and drawing in the tender documents and in the TWAD Board manual for Rural Water Supply Schemes – Detailed Standard specifications and General conditions of contract. Failure to comply with the requirements of bid will be at tenderers own risk. Tenders which are not responsive to the requirements of the tender documents are liable to be rejected.

### **3. Qualification Criteria:**

The Bidder should have **registered as Class III and above** contractor in TWAD Board / any other stage Central Government Department / undertaking. The Bidder who is not registered in the TWAD Board should get registered his name in the appropriate class of registration before conclusion of Agreement in the event of his tender is accepted. The Bidder should submit his registration (renewal ) copy of the certificate to this office before concluding the agreement. Similar work experience with 50% of Tender Quantity within last one year. Submission of evidence for Contractor's own Tool & Plants, Softwares etc.,

### **4. Method of Tendering:**

If the tender is made by an individual, the tender documents shall be signed by the individual with his name and address.

If the tender is made by a registered firm, it shall be signed by the Managing Partner with full name of the firm and address.

If the tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

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5. The bids from the contractors/firms shall be accompanied by an attested copy of the valid Income Tax clearance certificate and latest GST Certificate if the firm/contractor is not liable to the GST Department, the firm/contractor should produce a valid certificate issued by the competent authority to this effect.
6. The Bidder is expected to examine carefully all instructions, conditions, forms, terms specifications and drawing in the bidding documents. Failure to comply with the requirements of bid submission will be at bidder's own risk. Bids which are not substantively responsive to requirements of the bidding documents are liable to be rejected.

**7. Amendment of Bidding documents:**

At any time prior to the deadline for submission of bids, the employer may for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by the issuance of any addendum/corrigendum.

The Addendum/Corrigendum will be sent in writing or by cable to all prospective bidders who have purchased the bidding documents and will be binding upon them prospective bidders shall promptly acknowledge the receipt of the communication thereof to the Employer.

In order to afford prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Employer may at his discretion, extend the deadline for the submission of the bids.

**8. Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the employer shall be written in English/Tamil Language.

**9. Document Comprising the Bid**

The bid to be prepared by the bidder shall comprise the entire documents in full, say the Tender documents and Appendix thereto, the Earnest Money Deposit, the Bill of Quantities and the rates thereof, the schedules of supplementary information, the information on eligibility criteria supported by relevant documentary evidence and any other material required to be completed and submitted in accordance with the instructions of Bidders embodies in these bidding documents. The forms, Bill of Quantities and schedules shall be used without exception subject to extension of the schedule in the same format.

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## **10. Prices:**

The prices offered by the contractor shall remain firm for the entire project period and no variation in price shall be allowed on any account.

## **11. Bid Validity:**

The bids shall remain valid and open for acceptance for a period of 35 days after the date of opening of the Tender. In exceptional circumstances prior to expiry of the original validity period, the employer request the bidder for a specified extension of the period of validity. The request & response thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. The bidder may refuse the request without forfeiting his bid security. The bidder agreeing of the request will not be required not permitted to modify his bid, but will be required nor permitted to modify his bid, but will be required nor permitted to modify his bid, but will be required to extend the validity of his bid security accordingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period bid validity.

## **12. Bid Security (Earnest Money Deposit) :**

The bidder shall furnish as part of his bid, and Earnest Money Deposit of **Rs.18,000/- ( Rupees Eighteen Thousand only )** in any one of the following forms duly pledged or drawn in favour of the Executive Engineer, TWAD Board, Project Formulation Division, Trichy.

1. Demand draft drawn in a Nationalised Bank in favour of the Executive Engineer concerned.
2. Deposit at call receipt of Scheduled banks pledged in favour of the Executive Engineer concerned.
3. Government Security and National Saving Certificate favour of the Executive Engineer concerned.(purchased within the state of Tamilnadu)
4. Post office savings bank deposits favour of the Executive Engineer concerned.
5. Fixed deposit receipts from scheduled Bank favour of the Executive Engineer concerned.

Any Bid not accompanied by an acceptable form of Earnest Money Deposit will be rejected by the Engineer as non responsive.

The Earnest Money Deposit of unsuccessful bidders will be returned without any interest within 15 days after a decision is taken on the tender.

## **13. Signing of Bids:**

The original bid shall be filled by typing or by writing in indelible ink and shall be signed by the authorized signatory to bind the bidder to the contract. Proof of authorization shall be furnished in the form of Power of Attorney duly signed executed and this should accompany the bid. All pages of the bid shall be signed and wherever entries or amendments as

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directed by the Employer are made, they should be properly attested by the signatory to the bid. The complete bid shall be free of alternations, interlineations or erasures, except those that were instructed to be carried out by the Employer. In case, necessity arose to correct the errors committed by the bidder, the same shall be properly attested by the signatory to the bid. Each bidder is entitled to submit only one bid no bidder will have the option of participating more than one bid for this contract.

#### **14. Deadline for submission of Bids.**

The Tender shall be received by the Executive Engineer, at his office at **TWAD Board, P.F.Division, Trichy not latter than 3.00 PM on 11.05.2022**. The Executive Engineer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with clause 7 above, in which case all rights and obligations of the Executive Engineer and the Bidders and the Bidders previously subject to the original deadline shall thereafter be subject to the original deadline shall thereafter be subject to the new deadline as extended.

#### **15. Mode of submission of Bid Documents:**

The bid documents are to be delivered either by hand or by registered mail in the following address before the expiry of the deadline fixed for submission of bid documents.

The Executive Engineer, TWAD Board, P.F.Division, Trichy

.....

.....TWAD Board under no circumstances shall be responsible for the delay or loss or damage to the Bid Documents in transit.

#### **16. Late Bids:**

Any bids received by the Executive Engineer, after the deadline for submission of bids prescribed in accordance with clause 13 above, will not be considered and the same will be returned to the Bidder unopened.

#### **17. Bid Opening:**

The tender will be opened by the Executive Engineer at **3.30 PM on 11 .05.2022** in the premises of the office of the Executive Engineer, TWAD Board, Project Formulation Division, Trichy. The bidders of their authorized representative desirous of attending opening of the bids may do so with proper authorization to represent. The Engineer will examine the bids to determine whether the documents are complete. Whether the requisite Earnest Money Deposit has been remitted to the required value and in the manner prescribed whether the documents have been properly signed/attested and ascertain whether the bids are generally in order. During the opening of bids, the Executive Engineer will announce the

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names of the bidders, written notification of bid modifications if any, the compliance with reference to the remittance of Earnest Money Deposit and such other details as the Employer may consider appropriate.

#### **18. Clarification of Bids:**

For any clarifications in the bid and for negotiations the bidder shall attend the office of the **Executive Engineer, TWAD Board, Project Formulation Division, Trichy** whenever he is called upon to do so.

#### **19. Responsiveness of the Bids:**

The bids shall be treated as substantively responsive based on the satisfaction of the required capacity, capability and financial resources. For this purpose, the bid should conform to all terms, conditions and specification of the bidding documents without deviation or reservation. The Executive Engineer reserves the right to determine and evaluate the bids with regard to their response substantively. If a bid in the opinion of the Executive Engineer is found to be substantially not responsive, the Executive Engineer reserves the right to reject that bid and may not subsequently be made responsive by the bidder by carrying out corrections or withdrawal of the non/conforming deviation or reservation. However, the decision of the employer shall be final and binding in all these matters.

#### **20. Evaluation and comparison of Bids:**

The Executive Engineer will evaluate and compare only the bids which are determined to be substantively responsive with reference to the requirements and parameters fixed for qualification. The Executive Engineer in addition to the prices offered by the bidders in the price bid, will take into account the arithmetic errors corrected as defined in clause 18 above.

#### **21. Right to accept or reject the Bids:**

The Executive Engineer reserves the right to accept or reject any or all the bids without assigning any reasons therefore. Under such circumstances, the Executive Engineer will neither be under any obligation to inform the bidder or the bidders of the grounds for the action of the Executive Engineer nor will be responsible for any liability incurred by the bidder on this account.

#### **22. Notification of Award:**

The Engineer will promptly inform the successful bidder of the award of the contract before the expiry of the validity period and in the case of extended periods, before the expiry of the extended periods. The award of contract will be in Writing and in the event of award of contract being informed through cable, the same shall be confirmed through a written

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communication by the Executive Engineer. The award of contract shall be in the form of work order and shall bear the details of prices at which the Executive Engineer has accepted the works to be executed. The notification of the award will constitute the formation of the contract.

### **23. Security Deposit and Agreement:**

The successful bidder on getting the work order from the Executive Engineer shall remit the Security Deposit **AS PER B.P.NO.03/ COM Wing / DATED 28.01.2015** in the form of Government Security and National Saving Certificate.(purchased within the state of Tamilnadu), Post office savings bank deposits, Fixed deposit receipts from scheduled Bank pledged in favour of the Executive Engineer, TWAD Board, Project Formulation Division, Madurai within 15 days from the date of work order and promptly enter into an agreement with the Executive Engineer in the forms specified for this purpose. The agreement should be executed within 15 days from the date of work order in the non-judicial stamp paper of value not less than Rs.100 purchased in the name of the contract at his cost. The remittance of the required Security Deposit in the proper form and the conclusion of agreement shall constitute the formal fulfillment of the contract.

#### **B.P.NO.03/ COM Wing / DATED 28.01.2015.**

a.	For tenders with any plus % & upto minus 5% of Dept value	2% of Contract value
b.	For tenders with minus 5% & upto minus 15% of Dept value	4% of Contract value
c.	For tenders with more than minus 15% of Dept value	5% of Contract value

### **24. Forfeiture of Earnest Money Deposit:**

In the event of the successful bidder, upon receipt of work order should respond with the remittance of Security Deposit and execution of the agreement within 15 days from the date of work order, failure of which will be liable for the forfeiture of the Earnest Money Deposit remitted by the bidder along with the bid documents.

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## **PRICE BID**

1. Bill of quantities shall be read in conjunction with the instructions to bidders and TWAD Board manual for Rural Water Supply Schemes – Detailed Standard Specifications and General Conditions of Contract and Drawings.
2. The quantities given in the bill of quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be actual quantities of work ordered and carried out, as measured by the Engineer and agreed by the contractor and valued at the rate and prices tendered in the priced bill of quantities, where applicable, and otherwise at such rates and price as the Engineer may fix within the terms of the contract.
3. The rates and prices tendered in the prices bill of quantities shall, except in so far as it is otherwise provided under the contract, include all constructional plant, labour supervision materials, erection, maintenance, insurance profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the contract.
4. All pages in the BOQ should be signed without omission.
5. All corrections / over writings should be properly attested by the bidder.
6. The total amount arrived based on the excess/less quoted on the “Abstract of BOQ” will only be taken as final value for comparison and finalisation of the Tender.
7. If there is any variation in the percentage quoted in words and figures, the lesser of the two will only be taken into consideration.
8. The Percentage quoted in the bid should be upto two decimal only.
9. If the tenderer failed to score out the word either of “Excess” or “Less” the word less along will be taken into consideration

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## SCHEDULE – B

### LIST OF DRAWINGS.

**Name of Work: Providing Combined Water Supply Scheme to 255(824)** Rural Habitations of Thiruvarur and Thiruthuraipoondi Municipalities , Muthupettai and Peralam Town Panchayaths of Thiruvarur and Thanjavur Districts - **Source Creation I** - Labour charges for putting down confirmatory borewell of size 3" to 4" in river bed in sandy and other loose soil, using hand boring sets including the cost of hire charges, conveyance charges of hand boring sets, insertion of casing pipes and collection of soil sample at frequent intervals in river coleroon as source.

**- Package 5.**

Sl. No.	Drawing No.	Description.
	DRAWINGS ARE AVAILABLE at TWAD BOARD P.F. Sub Division, Thanjavur.	

Note : - All drawings to be signed by the contractors as well as by officers entering into contact.

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## SCHEDULE – C .

### RATE OF PROGRESS.

The fifteenth day from the date of issue of work order shall be reckoned as the start date of contract period.

The date of acceptance of agreement.

The date of handing over the site.

The entire project must be completed in all respects within 90 days.

The rate of progress for each component covered in the contract shall be as in the following schedule.

Name of component	Period from commencement	Completion in term of % age.
<b>Providing Combined Water Supply Scheme to 255(824) Rural</b> Habitations of Thiruvarur and Thiruthuraipoondi Municipalities , Muthupettai and Peralam Town Panchayaths of Thiruvarur and Thanjavur Districts - <b>Source Creation I</b> - Labour charges for putting down confirmatory borewell of size 3" to 4" in river bed in sandy and other loose soil, using hand boring sets including the cost of hire charges, conveyance charges of hand boring sets, insertion of casing pipes and collection of soil sample at frequent intervals in river coleroon as source. - <b>Package 5</b>	35 Days	100%

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## **SCHEDULE – D**

### **MATERIALS**

All the materials required for the work should be arranged by the contractor himself at his cost. He shall be responsible for transport of all materials to site of work, storing property at site or work and for the safe custody of all materials including all incidental and handling all incidental and handling charges.

**The contractor shall ensure that proper arrangements have been made to collect the soil samples at regular intervals of depth in specified transparent polythene covers with proper sealing and labeling and also water samples in specified 1 ltr & 2 ltr clean containers as directed by TWAD Board officers.**

The contractor shall ensure that the materials procured conform to the relevant BIS specification set out in the bid documents and also of good quality. If the material is not covered by BIS they should conform to the departmental specifications and departmental requirements.

The contractor shall arrange at his cost for the inspection of the materials at the manufacturing place or at other places by the departmental office wherever necessary. The contractor shall provide all the assistance necessary including instruments machineries and materials that are workmanship. Any materials rejected after testing by the Engineer in – charge or his representatives should not be used on the works.

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

### **SUPPLY BY BOARD**

If in case of the materials required for the work are available with the Board, the Executive Engineer in – charge of the work shall have the discretion to issue such materials to the contractor for use in the work and such of these items under the agreement shall be treated as authorized omission from the scope of the contract.

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## SCHEDULE – E

### TECHNICAL STAFF TO BE EMPLOYED

The contractor shall employ the following technical staff as per the prescribed rules.

Name of the member of Technical staff :  
to be employed.

Qualification:

The details of value, scale and minimum qualification prescribed for the employment to 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 contract	Scale & Minimum qualification prescribed for the employment of technical staff	Rate of penalty
1)	Above Rs.1.00 lakh & upto Rs.5.00 lakhs	One Engineer with Diploma in Civil/ Mech. Engg.	Rs.2000/- per month
2)	Above Rs.5.00 lakhs & upto Rs.10.00 lakhs	One Engineer with Degree in Civil/ Mech. Engg. with Minimum 1 year experience	Rs.5000/- per month
3)	<b>Above Rs.10.00 lakhs &amp; upto Rs.25.00 lakhs</b>	<b>One Engineer with Degree in Civil/ Mech. Engg. with 3 years experience</b>	<b>Rs.6000/- per month</b>
4)	Above Rs.25.00 lakhs	One Engineer with Degree in Civil/ Mech. Engg. with 3 year experience and one Engineer with Diploma in Civil/ Mech. Engg.	Rs.8000/- per month (Degree: Rs.6000/- Diploma: Rs.2000/-)

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.

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## **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

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## **SCHEDULE – F**

### **PAYMENT SCHEDULE**

#### **1. Infiltration well**

After Casting curb	Upto 15%
After sinking of well Upto 50% of the required depth	Upto 50%
After completion of entire works	Upto 95%
After completion of the maintenance period of the scheme as a whole	Balance 5%

#### **2. OPEN WELL**

(Applicable only if the diameter of the well is at least 5 metres)

After completion upto average G.L.	Upto 50%
After completion of the entire works	Upto 95%
After completion of the maintenance period of the scheme as a whole	Balance 5%

#### **3. Pumping main**

After Supplying, laying, jointing and testing of pipe line for every one KM and part there of entire length whichever is less	Upto 70% of the value of work done
-------------------------------------------------------------------------------------------------------------------------------	------------------------------------

After satisfactory commissioning of the entire length of main	Upto 95%
After completion of the maintenance period fo the scheme as a whole	Balance 5%

#### **4. Sump**

After completion of floor slab	Upto 35%
After completion upto roof slab	Upto 70%
After completion of the entire work including pipe connections etc.	Upto 95%
After completion of the maintenance period of the scheme as a whole	Balance 5%

#### **5. Service Reservoir**

After completion of work upto average G.L.	Upto 25%
After completion upto roof slab	Upto 75%

After completion of the entire works including pipe connection etc. and issue of water tightness certificate by the Board Up to 95%

After completion of the maintenance period of the scheme as a whole	Balance 5%
---------------------------------------------------------------------	------------

#### **6. Distribution system**

After supplying, laying, jointing and testing of pipe line for every one KM and part thereof or entire length whichever is less	Upto 70% of the value of work done
---------------------------------------------------------------------------------------------------------------------------------	------------------------------------

After satisfactory commissioning of the entire length of main	Upto 95%
After completion of the maintenance period of the scheme as whole	Balance 5%

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7. Valve pits and Public fountains:  
 After completion of the entire work Upto 95%  
 After completion of the maintenance period of the scheme as a whole Balance 5%

8. Pumping plant  
 After receipt of pump, motor, valves, cable, control panel, transformer at Upto 75%  
 site  
 After erection of pump, motor and accessories Upto 85%  
 After commissioning of the pumping plant and testing Upto 95%  
 After completion of the maintenance period of the scheme as a whole Balance 5%

9. Pump room  
 After completion upto plinth level Upto 35%  
 After completion upto roof slab Upto 70%  
 After completion of the entire work Upto 95%  
 After completion of the maintenance period of the scheme as a whole Balance 5%

10. Other items  
 On completion of the entire job Upto 95%  
 After completion of the maintenance period of the scheme as a whole Balance 5%

11. E.B. Connection and 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 these charges shall be reimbursed to the Contractor on submission of necessary receipts in original issued by E.B.

12. Maintenance charges:  
 After satisfactory maintenance of the project 50% of the stipulated period 40%  
 After satisfactory maintenance of the project for the entire stipulated period 60%

**Note:-**

Maintenance of the scheme

The period of the Maintenance of scheme are as follows

- |       |                                                                     |                                          |
|-------|---------------------------------------------------------------------|------------------------------------------|
| (i)   | Individual power pump scheme                                        | One month from the date of commissioning |
| (ii)  | CWSS schemes upto a value of Rs.25 lakhs.                           | 2 months from the date of commissioning  |
| (iii) | CWSS schemes of value more than Rs. 25 lakhs and upto Rs. 50 lakhs. | 3 months from the date of commissioning  |

During the maintenance period if any defect either on material or work is noticed, the same should be attended to free of cost by the Contractor. No extra payment on this account will

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be made as a separate item for maintenance of the scheme for the specified period is included in the Schedule A.

During the maintenance period, TWAD Board will bear the Electricity charges. Charges such as repairs and renewals if any, consumable like oil for filling transformer, starters, alum / bleaching powder, diesel etc. have to be borne by the Contractor. During the maintenance period, the contractor, at his cost, has to train the staff to be employed by the TWAD Board

**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 measurements up to the percentage mentioned above for the stage of progress of each component.

Payments shall become eligible only for finished items of works in all respects

**Deduction from Bills:**

5% of the value of every running bill shall be retained by the TWAD Board as additional performance security (WHA)

Deduction of income tax shall be made at the prevailing rates as may be specified by the Income tax department from the bills from time to time.

Deduction at source towards GST shall be made at prevailing rate.

Deduction at source towards the contribution to the Tamilnadu Construction Workers Welfare Fund at 1% shall be made for the contractor as per B.P.Ms.No.151. dated 27.8.2004.

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## **SPECIAL CONDITIONS OF CONTRACT**

1.The contractor should carefully go through the schedule standard terms and conditions of contract and special condition of the tender and return them duly signed at the bottom of every page of the time submitting the tender. The tender received without the tender schedule as issued by the TWAD Board will not be considered. The contractors are requested to inspect the site and gather all relevant information required for tendering before submitting tender.

### **2.RATES:**

The contractor should quote the rates in the schedule of the tender shall remain supplier/contractor and valid during the currency of the contract for the above work. The rates shall be inclusive of cost of materials incidentals, handling, packing, conveyance, delivery, erection, testing and commissioning at the site inclusive of all taxes such as sales tax, excise duty etc.

The rates quoted shall be inclusive of transit risk such as breakage, losses, theft etc. No separate payment for transit risks will be permissible.

‘C’ Form will not be issued by the Board.

No statutory variation in duties and taxes during the extend period will be paid by TWAD Board.

### **3.Earthwork excavation:**

The bidder should carefully inspect the site to access the prevalence of differing soil classifications and quote his rate for trench excavations that are likely to be encountered and no extra rate will be paid for excavation of trench on account of any variations in the classification of soil met with during actual execution.

### **4.Royalty Charges**

Except where otherwise stated, the Contractor shall pay all signoras and other royalties, rent and other payment or compensation, if any, for getting stone, sand, gravel clay or other materials required for the works. The Contractor is not eligible for any payment in this regard from the TWAD Board.

### **5.SECURITY DEPOSIT:**

The security deposit should be fixed equivalent **B.P.NO.03/ COM Wing / DATED 28.01.2015**.and should be remitted by the successful firm /contractor in the form of National Savings Certificate/ Post Office savings deposit / fixed Deposit account pledged in favour of the Executive Engineer concerned within 15 days from the date of work order.

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**B.P.NO.03/ COM Wing / DATED 28.01.2015.**

a.	For tenders with any plus% & up to minus 5% of Dept value	2% of Contract value
b.	For tenders with minus5% & 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

**6. PRICE VARIATION CLAUSE:**

The price quoted by the supplier/ contractor shall remain during the currency of the contract including the extended time for completing the work if any granted No price variation will be entertained.

**7. SCHEDULE OF QUANTITIES:**

Variation in the quantities of materials in Schedule "A" shall not viable the contract. The rates accepted for individual it as shall apply for the quantities of work increased or decreased Executive Engineers, PF Division, TWAD, Trichy decision will be final in this regard.

**8. RESPONSIBILITY**

The contractor should alone be responsible to the Board in all matters connected with and arising out of this contract. The contract is not transferable and conditioned.

**9. TRANSIT RISK:**

The supplier/ contractor may take risk insurance at their/ his cost against loss or damages to the work, breakage, losses, thefts etc., during the transit and other act of GOD.

**10. TESTING OF MATERIALS:**

Wherever felt necessary the field engineers may be empowered to test the pipes and any of materials to be used for its quality such as specific gravity, diameter, thickness etc., in the TWAD Board laboratory.

**11. PERIOD OF COMPLETION:**

a) The contractor should clearly indicate the specific delivery period/ period of completion. However the contractor in case their tender is accepted should strictly to delivery period/ period of completion specified in the work order and make arrangements to supply the equipments/ spare and complete the work within the period specified. The date of receipt of equipments/ spares and complete the work within the delivery period specified.

The date of receipt of equipments/ spares by the consignee in good conditions shall be treated as the date of completion of supply, the equipments/ spares are found to be not fully in accordance with the relevant specification as quoted the entire consignment will be rejected.

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**b)** The contractor shall supply the equipment/ spare with all accessories as per the delivery period/period of completion not in the work orders concerned. The period of completion of above work in all respects is **90 DAYS** from the date of concluding the agreement or handing over of site whichever is earlier.

## **12. ORDER BOOK**

An order book will be kept by the Section Officer (Junior Engineer/Assistant Engineer) in charge at the site of the work 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 Section Officer (Junior Engineer/Assistant Engineer) will sign each order as it is entered and will be handed over the duplicate to the contractor/firm or his agent, who shall sign the original in acknowledgement of having received the order.

## **13. SUBLETTING OF CONTRACT**

Transfer of the contract is not permissible on any ground. However the supplier/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 supplier/contractor of its/his responsibilities and obligations under this contract .

## **14. PROGRAMME SCHEDULE/RATE OF PROGRESS/ MILE STONE:**

The above criteria should be taken into account and the project completion period component wise and for the project as a whole should be fixed accordingly by the Technical Committee at the regional or head office level as the case may be. At the time of placing the detailed estimate of the project for obtaining administrative approval it should be accompanied by detailed programme schedule component wise. This programme schedule should be followed at the time of calling tenders and clearly specified in the tender schedule without omission.

## **15. Penalty for Slow progress**

If the contractor fails to maintain the rate of progress of the work as stipulated in Schedule C, the Engineer shall have the power to impose as penalty of such amount as he may deem fit for every day that the work remains uncommenced or unfinished. However total amount of penalty imposed during the stipulated period of completion of the work shall not exceed 5% of the contract value.

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The programme 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 on the programme schedule in any of the components, shall issue a show cause notice either by RPAD or through personal service to the firm / Contractor for rectification of the defective construction / slippage in the programme schedule, giving 15 days time for furnishing the reasons there for 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.

If the delay is due to reasons beyond the control of the Contractor, penalty need not be levied. The penalty levied on the firm / Contractor is however subject to modification at the discretion of the next higher authority for valid reasons which are to be recorded.

#### **16. LEVYING OF PENALTY**

The programme schedule drawn for the project entrusted on turnkey basis should be kept up by the supplier/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 supplier/contractor for rectification of the defective construction /slippage in the programme schedule giving 15 days time for furnishing the reasons by the supplier/contractor. In cases where the reasons adduced by the supplier/contractor are not convincing, the penalty contemplated in the agreement conditions shall be invoked.

#### **17. Liquidated Damages.**

If the Contractor fails to complete the work or part there of within the stipulated completion period, he shall be liable to pay liquidated damages at Rs. 500/- per day of delay for each incomplete part till the date of completion and handing over to the department amount of liquidated damages shall however be restricted to a maximum of 5% of the contract value. This is without prejudice to the right of the Engineer to terminate the contract treating time as essence of contract.

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For imposing liquidated damages, detailed show cause notice shall be serviced 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. 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. 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 and liquidated damages clause shall be issuing an explicit speaking order to the firm/contractor. Similarly, the non receipt of any reply from the firm/contractor shall attract imposition of 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.

#### **18. EXECUTION OF WORK BY THE CONTRACTOR**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner & both as regards materials and every other respect in strict accordance with specification. The contractor shall also conform exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer (in charge) And completion of the entire work as per the specifications, drawing, terms and conditions of the contract and to the satisfaction of the Engineer (in charge), the contractor shall obtain the completion certificate from the Executive Engineer

#### **19. ALTERATION TO SPECIFICATION AND DESIGN**

The Engineer (in charge) shall have the power to make any alteration or additions to the original specification, drawing, design and instruction that may appear to him to be necessary during the progress of work and the Contractor shall bound to carry out the work in accordance with the instruction in this connection which may be given to him in writing signed by the Engineer (in charge) and such alteration shall not invalidate the contract and such works shall be carried out by the contractor on the same condition in all respect on which he agreed to do the main work. The rates for such additional works will be fixed by the Executive Engineer as per rules in force.

#### **20. CONTRACTOR LIABILITY**

During the period of 12 months from the date of completion as certified by the Executive Engineer the said work is found to be defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defect specified therein strictly in accordance and in the manner prescribed and under the supervision of the Engineering(in charge) In the event of the contractor

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failing or neglecting to carry out the rectification work within the period prescribed there for, in the said notice, the Engineer in charge will get in the same executed and carried out departmentally or by any other agencies at the risk and cost of the contractor. The contractor shall forthwith on demand, pay to the Board the amount of such costs, charges and expenses sustained or incurred by the Board of which the certificate of the Executive Engineer shall be final and binding on the contractor. If the contractor fail to pay the same on demand, the Board shall be entitled to deduct the same from any amount which may then be payable or become payable by the Board to the contractor, either in respect the said work or any other work whatsoever or from the amount of security deposit.

#### **21. CONTRACTS TO BE COMPLETED:**

It must be clearly understood that only complete tenders for the supply and delivery at site, erection and testing will be considered. Incomplete tenders offering only part of the plants and equipments/spare will not be considered. The entire equipment shall be supplied delivery erected and complete in every aspect with all fittings etc. Inclusive of all minor accessories form part and parcel of equipment/spare through part of this tender documents. The contractor will be considered complete only when the appendices attached thereto are duly filled in and enclose with the tender.

#### **22. INCOME TAX**

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.

#### **23. WITHHELD AMOUNT IN RUNNING BILLS**

In addition to the initial security, an amount of 5% of the total value of each bill will be recovered as additional security deposit. The security deposit less any amount due to the Board and 2 1/2% out of the withheld amount shall be released in final bill which shall be prepared after the works are completed in all respect and after completion of the maintenance period.

#### **24. PAYMENTS AND RETENTION**

(a). In respect of pipe laying works and for work where water tightness and soundness are not watched for more than 6 months, payments will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the Engineer of a sum equal to 95% of the value of the finished work done by the Contractor as so certified and the balance of 5% will be withheld and retained as security for the due fulfillment of the contract. Under the certificate to be issued by the Engineer on the completion of entire work, the contractor will receive the final payment of all the money due or payable to him under or by value of contract except performance security and the retention amount equal to 2 1/2% of the total value of work done provided there is no recovery from or forfeiture by the contractor to be made. The amount withheld from the final bill will be retained under 'Deposits' and paid to the Contractor together with security deposit after six months reckoned

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from the date of completion of work or as soon after the expiration of such period of six months as all defects shall have been made good according to true intent and meaning hereof whichever shall last happen. In the event the final bill remains unpaid even after the period of six months aforesaid the Engineer shall refund the security deposit and also the withheld amount on a separate bill if requested for by the Contractor in writing. No certificate of Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates nor shall it relieve the Contractor from his liability to make good defects as provided by the contract. The contractor when applying for a certificate shall prepare a sufficient detailed bill based on the original figures of quantities and rates in the contract schedule to the satisfaction of the Engineer to enable the Engineer to check the claims and issue the certificate. The certificate as to such of the claims mentioned in the application as are allowed by the Engineer shall be issued within (14) fourteen days of the application. No application for a certificate shall be made within (14) fourteen days of a previous application. The amount to be withheld in each bill is 5%.

(b) In respect of building works, RCC reservoir and other works where tightness and soundness are to be watched for more than 6 months notwithstanding above clause, the retention amount of 2 1/2% from the final bill in respect of contract for original construction or original building works, Construction of RCC reservoir work etc. will be retained by the Engineer and paid to the Contractor after a period of 24 months of satisfactory performance of entire civil works, or soon after the expiry of such period of 24 months as all defects shall have been made good according to the true intent and meaning hereof whichever shall be later and on production of an indemnity bond for the above amount for a further period of three years beyond the above said two years to insure structural stability.

(c) 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 water tightness from the Executive Engineer, TWAD Board. The whole of the above sum 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 Executive Engineer 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 M.Book. The last part bill should be passed only after above certificate is issued. Further, the certificate of structural soundness is to be issued by the Executive Engineer after 6 months from the date of water tightness certificate for settlement of final bill. 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 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 handing over (with filling of water upto maximum water level in the case of service reservoir/OHT). If defects are noticed within the stipulated period of 24 months of satisfactory performance, the defects should be rectified

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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 shall 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. The testing of the service reservoir/OHT and other water retaining structures should be done by the Contractor at his own cost inclusive of all necessary equipment water etc. complete. The tenderer shall be solely responsible for the accuracy of the design and the details of the structure. The test for water tightness of the structure as well as materials of construction used shall be conducted in conformity with the standard specification as per I.S.3370 (Part I) 1965 as amended from time to time and the other specifications as mentioned in the technical specifications schedule.

d) Income tax shall be deducted at two (2) percent of the gross amount of each bill or at the ruling rates fixed by the Government of India from time to time.

e) In the event of the death or insanity or insolvency or imprisonment of the Contractor or where the Contractor being a partnership firm becomes dissolved or being a Corporation goes into liquidation voluntary or otherwise the contractor may at the option of the Engineer be terminated by notice in writing posted at the site of the works and all accepted and acceptable works shall forthwith be measured up and paid for at the rates provided in the contract schedule where such apply or otherwise, by the most recent schedule of rate approved by the competent authority to the person or person entitled to receive and give a discharge for the payment.

## **25. RECOVERY OF MONEY PAYABLE TO THE TWAD BOARD**

All losses, costs, damages and expenses and other money payable to the Engineer (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 howsoever 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 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.

## **26. FORECLOSURE OF WORKS**

After the award of contract, if at any time the Engineer for any reason whatsoever does not require the whole or any part of the works to be carried out, shall give notice to this effect tot

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he contractor. 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.

## **27. RISK INSURANCE**

The contractor may take risk insurance at his cost against loss or damages to the construction against unprecedented floods and other acts of God. The contractor will not be eligible for any payment by the Board on this account.

## **28. FORFEITURE OF BID SECURITY (EMD)**

The Bid Security shall be forfeited on the following grounds :

- ❖ In the case of bidder withdrawing or modifying his bid during the period of validity.
- ❖ in the case of a successful bidder failing to furnish the prescribed security deposit within the stipulated time
- ❖ In the case of a 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.

## **29. 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 will the Employer be responsible for any liability incurred by the bidder on this account.

## **30. PERFORMANCE GUARANTEE**

The period of guarantee for the entire works will be from the date of completion and commissioning of the project to the satisfaction of the Engineer in charge of the Employer. This will include the maintenance of the entire project by the firm/contractor for a period of All the water retaining structure tight and defect shall be structurally should water tight and any defect shall be made good by the firm/contractor 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 firm will become ineligible for the payment of the withheld amount for the said .

## **31. FORFEITURE OF PERFORMANCE SECURITY (SECURITY DEPOSIT)**

In the case of the contractor after award of work, failing to carry out the work in accordance with the specifications, terms and conditions of the contract leading to termination of contract, the performance security deposit will be forfeited to the Board

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### **32. JURISDICTION OF COURT**

In the event of any dispute arising between parties hereto 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.

### **33. GST – GOODS AND SERVICE TAXES**

Based on that, the GST provision has not been provided by the TWAD Board to the pure service of maintenance of water supply and drainage works. Further Notification No. 12/2017 CT ( R ) was amended by notification No. 02/2018 CT(R) dated 25.01.2018 wherein a new entry S.No. AS was introduced exempting composite supply of Goods and Services to which the value of supply of goods constitutes not more than 25 percent of the value of the said composite supply provided to the Central Government , State Government or Union territory or social authority or a Government authority of a Government Entity by way or any activity in relation to any function entrusted to a Municipality under article 243W of the constitution. In effect from 25.01.2018 for composite contract , if the value of supply goods is not more than 25% exemption can be claimed: otherwise GST has to be discharged at the rate of 12%.

GST is not necessary for the works related only Labour charges and materials value is below 255 of Tender value and Estimate value.

Deduction of 2% TDS for the pure service provided for maintenance of water supply drainage works need or not. Constitution is exempt from payment of tax under the Tamil Nadu Goods and Services Tax Act, 2018. The Government of India in C.No. IV/16/90/2018-CCG. GST I, dated 13.02.2018, has also clarified that pure services provided by the contractors to TWAD Board for maintenance or water supply / drainage works is exempted.

### **34. 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 (12) Dept./dt. 17.12.2013 subject to issue of amendments from time to time by the respective department of Government of Tamilnadu.

### **35. Boy employee should not allowed for mankind of works**

### **36. EXEMPTION OF EXCISE DUTY**

The concession availed by the contractor from payment of Excise duty exemption for materials pipes, machineries etc., should be passed on to TWAD Board.

### **37. CONTRACT WORKERS WELFARE FUND**

As per G.O.Ms.No.80/Labour and Employment Department dated 5.6.1997 and G.O. Ms.No.95/dated 2.7.1997 an amount of 1.00% of contract value will be recovered for the works contract concluded and remitted directly to the Secretary, Tamilnadu Construction Welfare Board, Chennai.

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