



**TAMILNADU GOVERNMENT  
WATER RESOURCES DEPARTMENT**

**SUPERINTENDING ENGINEER / DIRECTOR, WRD.  
INSTITUTE OF HYDRAULICS & HYDROLOGY, POONDI 602 023**

**TENDER DOCUMENT**

<b>Name of Work</b>	:	<b>Conducting Concurrent Evaluation study for Phase – V, Repair, Renovation and Restoration (RRR) of water bodies scheme in 9 tanks in Dindigul districts under PMKSY (HKKP) [Thamaraikulam Tank, Puliyan kulam Tank, Karunkulam Tank, Rengasamudram Tank, Periyakulam Tank, Kattuperiyakulam Tank, Avichipatty Poolankulam Tank, Vadikulam Tank &amp; Thamaraikulam (Narasingapuram taluk) Tank]</b>
<b>Tender Notice No.</b>	:	<b>AD(T)/Sr.DO/F-5318/Tender-3/2022dt: 25.04.2022</b>
<b>Period of issue of Tender Schedule</b>	:	<b>From:29.04.2022 to 16.05.2022, 5:00 PM</b>
<b>Cost of Tender Document</b>	:	<b>Rs.6000/- + Rs.1080/- (GST)</b>
<b>EMD Amount</b>	:	<b>Rs. 14,100/-</b>
<b>Last date for receipt of Sealed Tender</b>	:	<b>17.05.2022, upto 3:00 P.M.</b>
<b>Date of opening of sealed Tender</b>	:	<b>17.05.2022,3:30 P.M.</b>

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## **TENDER NOTICE**

1. On behalf of Governor of Tamil Nadu sealed tenders will be received by the **Superintending Engineer/Director, WRD, Institute of Hydraulics & Hydrology, Poondi** at his office at **Poondi, Thiruvallur-602023** upto **3:00 P.M on 17.05.2022** for the work of **“Conducting Concurrent Evaluation study for Phase – V, Repair, Renovation and Restoration (RRR) of water bodies scheme in 9 tanks in Dindigul districts under PMKSY (HKKP)”**

1.1 The tender schedule should be in the prescribed form obtainable from the office of the **Superintending Engineer / Director, WRD, Institute of Hydraulics & Hydrology, Poondi**. **Tender schedules can also be downloaded from the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)**. Sealed completed tenders should be dropped in the **“Tender box”** which is kept in the office of the Superintending Engineer/Director, WRD, Institute of Hydraulics & Hydrology, Poondi, on or before **17.05.2022, 03:00 PM** and tenders will be opened at **3:30 PM** on the same day at the chamber of Superintending Engineer / Director, IHH Poondi, in the presence of tenderers or their authorized representatives present.

1.2 The tenderer or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all corrections in the presence of the tenderers. If any of the tenderers or their representatives finds it inconvenient to be present at the time, then in such a case, the tender receiving officer will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer, shall then accept the statement of the corrections without any question whatsoever.

2. Tenders must be submitted in sealed covers and should be addressed to the **Superintending Engineer/Director, WRD, Institute of Hydraulics & Hydrology, Poondi- 602 023**. **The name of the tenderer with their address and the name of work for which tender is quoted shall be mentioned on the cover.**

2.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the names and addresses of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

3. Each tenderer must also send **current certificate of income tax clearance** / verification from the appropriate income tax authority in the form prescribed therefor. The certificate shall be valid for one year from the date of issue. A copy of **GST Registration Number having validity** shall be enclosed.

3.1 In the case of proprietary or partnership firm it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and each for the partners as the case may be.

3.2 Each tenderer must pay as an **earnest money for a sum of Rs.14,100/- (Rupees Fourteen thousand and one hundred only) in the form of Demand draft** of the Nationalized and Scheduled Banks **drawn in favour of Executive Engineer/Deputy Director, PWD, WRD, Hydraulics Division, IHH Poondi 602 023**. This earnest money deposit will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tender or at the expiration of **ninety days** from the date of opening of tender, whichever is earlier. The earnest money deposit will not be received in the shape of currency notes. The earnest money for the first three lowest tenderers will be retained till the final decision is taken on tender. However refund of the first three lowest tender will be considered only by the tender accepting authority. If any additional Earnest Money Deposit is required after tender, it should be paid before acceptance of agreement.

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- 3.3. The earnest money will be retained in the case of successful tenderer as a part of Security Deposit and will not carry any interest. However the same will be returned back on submission of Bank Guarantee for the amount specified as Security Deposit. It will be dealt with as provided in the tender.
4. The tender shall remain valid for a period of **ninety days** from the date of opening of the tender. The validity period can be extended further if the Institution / Agency gives his consent in writing, specifying the period of extension.
- 4.1. The tenderer whose tender is under consideration shall attend the office of the **Superintending Engineer / Director, WRD, Institute of Hydraulics & Hydrology, Poondi- 602 023** before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the specified period, his tender will not be considered. He shall forthwith, upon and intimation being given to him of acceptance of his tender by the officer duly authorized in this behalf under article **299 (1)** of the constitution, here-in-after called the tender accepting authority.
- 4.2. The successful Tenderer will be required to remit the **Security Deposit equivalent to 2% of the value of the supply / work awarded, in the form of Demand Draft drawn infavour of Executive Engineer / Deputy Director, Hydraulics Division, IHH Poondi or in the form of Bank Guarantee pledged in favour of Executive Engineer / Deputy Director, Hydraulics Division, IHH Poondi**, upon the acceptance of Tender within Ten days from the date of receipt. If the accepted Tenderer fails to remit the Security Deposit within the above said period, the Earnest Money Deposit remitted by the firm will be forfeited to Department and the Tender will be held void. **Purchase Order will be released after execution of the above contract agreement by the successful Tenderer and on production of Security Deposit.** The Security Deposit furnished by the Tenderer in respect of his Tender will be returned to him upon the complete fulfillment of the Tenderer to the satisfaction of the Department after defect liability period. (In this case after completion of study successfully & upon settlement of final bill) In case of successful Tenderer, the Earnest Money Deposit may be adjusted towards Security Deposit payable. If the Tenderer failed to act upto the Tender or backs out when his Tender is accepted, the Security Deposit mentioned above will also be forfeited to Department.
- 4.3. If any reputed Institution or Agency is exempted from remittance of EMD / Security deposit for participating in any tender then the copy of such certificates issued by the competent authority shall be furnished. In such cases the Tender submitted by the reputed Institution may be considered for present consultancy work and the decision to accept or reject the tender is purely the decision of the tender accepting authority.
- 4.4. The Security Deposit together with Earnest Money Deposit and the amount withheld according to the tender conditions shall be retained as Security Deposit for due fulfillment of contract.
- 4.5. On receipt of written communication of acceptance of tender, if the tenderer fails to pay the requisite security deposit within the period specified in the written communication or backs out from the tenderer withdraw his tender, the Earnest Money Deposit shall be forfeited and credited to the Government account.
- 4.6. If the Institution / Agency/ Institution fails to carryout the contract, after paying the requisite security deposits then he will be liable for the excess expenditure, if any incurred to complete the work as contemplated in the General conditions of the contract.
- 5.0 It shall be expressly understood by the tenderer that on receipt of written communication of acceptance of tender from the accepting authority, there emerges a valid contract between the Governor of Government of Tamil Nadu and the tenderer, for execution of the work/supply without any separate written agreement. Hence for this purpose, the tender documents, (i.e.) Tender notice, tender offered by Institution / Agency, General condition to the contract, Special condition to the contract, Negotiation Correspondences, Written communication of acceptance of tender, etc. shall constitute a valid contract and that will be the foundation of the rights of both the parties to the contract.

5.1 The successful tenderer should execute an agreement for the fulfillment of the contract upon date of letter of acceptance of Tender. The expenses incidental to the execution of agreement shall be borne by the successful Tenderer. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Department and to recover any consequential loss from the successful Tenderer.

6.0 Every tenderer is expected before quoting his rates, to inspect the site of the proposed work. In every case the scope of work with the relevant specifications as specified for in the specifications in this tender notice or as required by the **Superintending Engineer/Director, WRD, Institute of Hydraulics & Hydrology, Poondi 602 023** in any case shall be clearly studied before quoting the tender.

7.0 **A schedule of quantities accompanies this tender notice.** It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alteration by omission, deductions or additions at the discretion of the **Superintending Engineer/Director, WRD, Institute of Hydraulics & Hydrology, Poondi 602 023** or as set forth in the Conditions of contract. The tenderer will, however, base his lump-sum tender on this schedule of quantities. He should quote specific rates for each item in the schedule, and the rates should be in Rupees and in sums of nearest Rupee. **The rates should be written both in words and figures and the units in words excluding the GST amount and the GST to be specified separately.**

7.1 The tenderer should also show the totals of each item and the grand total of the whole contract, and quote in the tender a lump-sum for which he will undertake to do the whole work, subject to the conditions of contract such lump-sum agreeing with the total amount of **schedule A**. This schedule accompanying the lump-sum tender shall be written legibly and free from erasures, over writings or conversion of figures. Corrections where unavoidable, should be made by crossing out, initialing, dating and rewriting.

7.2 In the event of work being transferred to any other Circle or Superintending Engineer who is in-charge of that Circle having jurisdiction over the work shall be competent to exercise all to powers and privileges reserved in favour of Government.

7.3 The tenderer / Institution/Agency should work out their own rates, without reference being made to the WRD /Public Works Department current schedule of rates, or the Department Estimate, which are not open for inspection by the tenderers.

7.4 The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole works and its several parts. The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Superintending Engineer's certificates of the value of work done, will be required. **Date of commencement of this programme will be the date on which the agreement is executed** as per the items of works / quantity specified in the Schedule-A and according to the delivery and completion schedule.

8.0 No part of the contract shall be sub-let without written permission of the Superintending Engineer, nor shall transfer be made by Power - of -Attorney, authorizing others to receive payment on the Institution / Agency's behalf.

9.0 If further necessary information is required the Superintending Engineer of the Circle will furnish such, but it must be clearly understood that tenders must be received in order, and according to instructions.

**Period of completion – 10 Months**

Period after date of commencement (1)	Percentage of work to be completed based on contract lumpsum amount (2)
10 Months (01.06.2022 to 31.03.2023)	100% (vide breakup details furnished below)

**REPORTING REQUIREMENTS& TERMS OF PAYMENT**

Deliverables	Description	Reporting	Payment
On signing of contract and submission of Inception Report	Methodology and detailed work plan	10 hard copies and soft copies	25%
First interim report	Site supervision, collection of data analysis	10 hard copies and soft copies	25%
Second interim report	Monitoring and evaluation of quality of works as per the specifications made in DPR	10 hard copies and soft copies	25%
Draft report of evaluation	A draft report on completion of project which includes status an improvements in tank bund, supply channel and other hydraulic structures etc.,	10 hard copies and soft copies	15%
Final modified report of all 9 water bodies (Phase V)	Corrected final report of evaluation after the acceptance of draft report	10 hard copies and soft copies	10%
Payments will be made on submission of deliverables on due approval from the Approval Committee (TAC) within thirty (30) days.			

10. The Superintending Engineer or other sanctioning authority reserves the right to reject or postpone or cancel any tender or all the tenders without assigning any reason therefore.

11. Any Institution / Agency / tenderer submitting a tender which the tender accepting authority considers excessive and or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render him liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender rates should be based on the controlled price for materials, if any, fixed by Government or the reasonable price permissible for the tenderer to charge private, purchaser under the provision of **clause - 8** of Hoarding and Profiteering Prevention Ordinance 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.

12. The Institution / Agency should be required to indicate the GST Registration Number under the Goods and Services Tax (GST) Act 2017 in the tender form. The Central Goods and Service Taxes (CGST) Act, 2017, the Integrated Goods and Service Tax (IGST) Act, 2017 and the Tamil Nadu Goods and Services Tax (TNGST) Act, 2017 have been enacted and enforced from 01.07.2017.

12.1 "All duties, taxes and other levies except GST, payable by the Institution / Agency under the contract or for any other cause shall be included in the rates, prices and total bid price submitted by the Bidder".

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12.2 The Department shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government at the time consultancy services or any other supply and installation.

13. If at any time the Superintending Engineer/Director shall be of the opinion that the Institution / Agency is delaying commencement of the work or violating any of the progress of the work as defined by the tabular statement rate of progress in the article of agreement the Superintending Engineer/Director shall so advise the Institution / Agency in writing and at the same time demand complied. **If the Institution / Agency neglects to comply with such demand within seven days after the receipt of such notice it shall these or at any time thereafter be lawful for the Superintending Engineer/Director to determine the contract which determination shall carry with the forfeiture of the security deposit and the total of the amount withheld from the final bill together with value of such works as may have been executed and not paid for such proportion of such total sums as shall be assessed by the Superintending Engineer/Director.**

14. In the event of the death or insanity to insolvency or imprisonment of the Institution / Agency, or where the Institution / Agency being a Partnership or Firm becomes dissolved or being a Corporation goes into liquidation, voluntary or otherwise, the contract may at the Superintending Engineer/Director, be terminated by notice in writing pasted at the site of the works and advertised in one issue of the local District Gazette and all 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 recent schedule of rate of the Division approved by Competent Authority to the person or persons entitled to receive and give a discharge for the payment.

15. The Superintending Engineer/Director, will be at his liberty to carry out any portion of the work at any time either departmentally or any other agency in the interest of Government, without assigning any reason to a Institution / Agency who is actually dealing with the work. The Institution / Agency is not entitled for any compensation of accounts of the same. The contract will be only subject to these conditions.

16. The Superintending Engineer/Director or any officer of the Water resources Department of the Government of Tamil Nadu duly authorized in this behalf by such Superintending Engineer/Director may put an end to the agreement at his option at any time.

17. When an agreement is terminated under clause **53.1** of GCC the officer terminating the agreement shall have the option to take over any or all the materials and other equipments at site at a value assessed by him. If the Institution / Agency does not agree to this he shall clear the site by removing at his cost all such materials equipment within 7 days of the termination of the agreement failing which the Government may remove and shall be taken the same holding the process the costs of removal will be to the credit of the Institution / Agency under **clause 57.6** of GCC.

18. The officer in-charge may in his power terminate the contract for slow progress of works or abandon the work as per TNBP rule under **53, 55, 56 & 57** and entrust the balance work to any other agency. Any additional expenditure due to entrustment of work to other agency which cost will be recovered from the original Institution / Agency.

19. Whenever any amount has to be paid by Institution / Agency in view of termination of the contract by virtue of clause-**57** of any amount that may be due or become due from the Institution / Agency under these presents and the Institution / Agency is not responding to the demands for the payment of the said among them the Government shall be entitled to recover the said amount under the provision of the Revenue recovery act V of 1864.

19.1 "Any amount fallen due from the Institution / Agency on account of this contract even after recovering from the bills for this work and any other contract awarded to the Institution / Agency, then, the amount is liable to be recovered from the Institution / Agency under the provisions of the Revenue Recovery Act"

20. Any of the items in the schedule may be omitted or radically altered. No variation in rate shall become payable to Institution / Agency on account of such omissions or variation in quantities.

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21. The fact of submitting the tender implies that the tenderers have actually inspected the site of work and examined before tendering the nature and extent of various kind of soils at various depths and have submitted their tenders after examinations by them and further tender after presentation in this regard will be considered.

22. **The tender forms and schedule shall be duly filled in and completed. The tender form specification descriptive specification sheets and schedule and connected document shall be duly signed by the tenderer/Institution/Agency.**

23. Superintending Engineer/Director, WRD, Institute of Hydraulics & Hydrology, Poondi 602 023. reserves the right to himself to reject any or the entire tender received without assigning any reasons therefore.

24. **The tenderer should fill up all the columns in the Schedule A enclosed.**

25. The works are to be done as per the specification enclosed.

26. If any damage is caused to the existing structures, equipment etc., due to the movement and installation of the equipment, the Institution / Agency should set right the same before completing the work at his cost.

27. The work executed by the Institution / Agency under the contract shall be maintained by the Institution / Agency's risk until the work is taken over by the Superintending Engineer/Director. The Government shall not be liable to pay for any loss or damages occasioned by or arising out of fire, flood, volcanic eruption, earthquake, other convulsions of nature, invasions, the acts of foreign enemies, hostilities or war like operations (before or after declaration of war) rebellion, military or usurped power and all other natural calamities, risks arising out of acts of God during such period and that the option whether to take insurance coverage or not to cover such risks, is left to the Institution / Agencies.

**28. PENALTY FOR UNFULFILLMENT OF TENDER:**

Penalty will be levied at the rate of 1% per week on the total contract price if the concurrent evaluation has not been completed in full within the stipulated period subject to force majeure condition.

**29. PENALTY FOR NON FULFILLMENT OF TENDER CONDITIONS:**

The Institution / Agency agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the conditions, the Institution / Agency shall pay as penalty an amount equivalent to 10% of total value of equipment or an amount equal to the actual loss incurred by the Department whichever is greater.

**30. GENERAL:**

The Tenderers while sending their Tenders should enclose a copy of the conditions stipulated duly certified and attested by them in token of accepting the Tender conditions that they understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily. I/We,.....have gone through the terms and conditions and will abide by them as laid down above.

## **General Conditions of Contract (GCC)**

### **1. General Provisions**

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings.

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as they may be issued and in force from time to time.

(b) "Agency" means any private or public entity that will provide the services to the Client under the contract.

(c) "Contract" means the contract signed by the parties and all the attached documents listed in its Clause-1, that is these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause-6.

(e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(f) "GCC" means these General Conditions of Contract.

(g) "Institution / Agency " means any of the reputed Engineering / Management Educational Institutes /entities that make up the joint venture / consortium / association and "Institution / Agency" means all these entities.

(h) "SCC" means the Special Conditions of contract by which the GCC may be amended or supplemented.

1.2 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
1.3 Language	This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for , all matters relating to the meaning or interpretation of this contract.
1.4 Notices	Any notice, request or consent require or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address specified in the SC.
1.4.1	A party may change its address for notice hereunder by giving the other party notice in writing of such change.
1.5 Authority of Number in Charge	In case the Agency consists of a joint venture / consortium / association of more than one entity, the Members hereby authorize the entity to act on their behalf in exercising all the Agent's rights and obligations towards the client under this contract, including without limitation the receiving of instructions and payments from the client.

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1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the client or the agency may be taken or executed by the officials specified in the SCC.
1.7 Taxes and Duties	The Agency Sub-Agencies and their Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2.0 .COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

2.1 Effectiveness of Contract	This contract shall come into effect on the date the contract is signed by both parties. The date of the contract comes into effect is defined as the Effective Date.
2.2 Commencement of services	The Agency shall begin carrying out the services not later than the number of days after the Effective Date specified in the SC.
2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof this contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4 Modification or Variations	Any Modification or variations of the terms and conditions of this contract, including any modifications or variations of the scope of the services, may only be made by written agreement between the parties. However, each parties shall give due consideration to any proposals for modification or variation made by the other party.
2.5 Force Majeure	For the purposes of this contract "Force Majeure" Means an event which is beyond the reasonable control of a party and which makes a Party's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.1 Definition	
2.5.2 No Breach of contract	The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
3.1 General	<b>3. OBLIGATIONS OF THE AGENCY</b>
3.1.1 Standard of performance	The Agency shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to

3.2 Conflict of interests	<p>the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Agency or third parties. The Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>The payment of the Agency shall constitute the Agent's only payment in connection with this contract or the Services, and the Agency shall not accept for their own benefit any trade</p>
3.3 Agency Not to Benefit from Commissions, Discounts etc.,	Commission, discount, or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract, and the Agency shall use their best efforts to ensure that the personnel, any sub agencies and agents of either of them similarly shall not receive any such additional payment.
3.3.1 Prohibition of Conflicting Activities	The Agency shall not engage and shall cause their Personnel as well as their sub agencies and their personnel not to engage either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this contract.
3.4 Confidentiality	<p>Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, not shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the services.</p> <p>The Agency shall submit to the client the reports within the time periods set forth in the said Appendix-B.</p>
3.5 Reporting Obligations	<p><b>4. OBLIGATION OF THE CLIENT</b></p> <p>The Client shall use its best efforts to ensure that the Government shall provide the Agency necessary Datas available records to complete the studies.</p>

## 5. PAYMENTS TO THE INSTITUTION / AGENCY

5.1 Lumpsum Payment	The total payment due to the Institution / Agency shall not exceed the contract price which is an all inclusive fixed lumpsum covering all costs required to carry out the services described in Appendix-B payment shall be made for conducting <b>concurrent evaluation study in 9 Water Bodies (Phase V)</b> .
5.2 Contract Price	The contract price payable shall be in Indian Currency as set forth in the Special Conditions of Contract.
5.3 Terms and Conditions of Payment	Payments will be made to the account of the Agency and according to the payment schedule stated given in Appendix-B.
5.4 Payments	Payments shall be made on submission of deliverables on due approval from the Approval Committee within thirty (30) days.
6.1 Good Faith	<b>6. GOOD FAITH</b> The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.
7.1 Amicable Settlement	<b>7. SETTLEMENT OF DISPUTES</b> The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

## **SPECIAL CONDITIONS OF CONTRACT**

Special conditions of contract for the work of “Conducting Concurrent Evaluation study for Phase – V, Repair, Renovation and Restoration (RRR) of water bodies scheme in 9 tanks in Dindigul districts under PMKSY (HKKP)” { Thamaraikulam Tank, Puliyan kulam Tank, Karunkulam Tank, Rengasamudram Tank, Periyakulam Tank, Kattuperiyakulam Tank, Avichipatty poolankulam Tank, Vadikulam Tank, Thamaraikulam (Narasingapuram taluk) Tank }

### **APPENDIX-A**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED BY THE INSTITUTION / AGENCY**

##### **1.0 Background:-**

The Pradhan Mantri Krishi Sinchayee Yojana (PMKSY) was launched in 2015-16 with an aim to enhance physical access of water on farm and expand cultivable area under assured irrigation, improve on farm water use efficiency, introduce sustainable water conservation practices etc. PMKSY- Har Khet Ko Pani (HKKP) is one of the component of PMKSY. The scheme of Repair, Renovation and Restoration (RRR) of water bodies has become a part of PMKSY (HKKP). Under the Phase-I, Phase-II & Phase-III of the RRR scheme, 153 tanks spread over Dharmapuri, Ramanathapuram, Sivagangai, Tiruvannamalai, Vellore and Virudhunagar Districts were completed. Under the Phase-IV of the RRR scheme the Government of India had sanctioned for taking up works under RRR for the restoration of 83 water bodies in seven districts viz., (Dharmapuri-15 Tanks, Krishnagiri- 5 Tanks, Ramanadhapuram-22 Tanks, Sivagangai- 24 Tanks, Virudhunagar-10 Tanks, Coimbatore- 2 Tanks & Tiruppur - 5 Tanks) which are in various stages of progress. Now under Phase V of RRR scheme 9 tanks in Dindigul district have been taken up and works are to be commenced.

The main objectives of the RRR scheme are:-

- (i) Comprehensive improvement and restoration of water-bodies thereby increasing tank storage capacity.
- (ii) Ground Water Recharge.
- (iii) Increased availability of drinking water.
- (iv) Improvement in agriculture/horticulture productivity.
- (v) Improvement of catchment areas of tank commands.
- (vi) Environmental benefits through improved water use efficiency; by promotion of conjunctive use of surface and ground water.
- (vii) Community participation and self-supporting system for sustainable management for each water body.
- (viii) Capacity Building of communities, in better water management.
- (ix) Development of tourism, cultural activities, etc.

As per the guidelines of MoWR, RD&GR for the scheme, the detailed project report for tank works under RRR scheme includes the following components:-

1. Desilting and improvements to supply channel
2. Desilting and strengthening of tank bund
3. Repair/ reconstruction of sluices and weir
4. Lining of field channel with provision for installation of flow measuring device and
5. Construction of ground water recharge shaft

##### **Institution / Agency Objective:-**

The proposed Agency is expected to assist the Government of Tamil Nadu and conduct a concurrent evaluation study with respect to Repair, Renovation and Restoration (RRR) of 9 water bodies (Phase V) viz { Thamaraikulam Tank, Puliyan kulam Tank, Karunkulam Tank, Rengasamudram Tank, Periyakulam Tank, Kattuperiyakulam Tank, Avichipatty poolankulam Tank, Vadikulam Tank, Thamaraikulam (Narasingapuram taluk) Tank } in Dindigul district of Tamil Nadu.

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## **2.0 Scope of work and tasks involved**

The scope of RRR work being implemented includes Rehabilitation of the following components such as:-

1. De-silting in terms of quantum of silt removed.
2. Repair of conveyance system
3. Strengthening of bund
4. Repair of weirs and sluices
5. Catchment Treatment (supply channel)
6. Quality control measures.

### **Tasks to be carried out by the Institution / Agency in the concurrent evaluation study**

- Verification of records connected with maintaining of quality checks as per prescribed BIS of the ongoing / completed works.
- During the site visit, ascertaining the status of the ongoing / completed works as per DPR along with the records on monitoring the progress of quality of materials used in construction
- Inspect the site and ascertain the components of work during execution/ items of work done and compare with the DPR along with relevant records.
- The Agency should submit the write up regarding quantity of works .completed
- Bottlenecks in achieving quantity specified in DPRs if any
- Ascertain the existence of Community participation and self supporting system for sustainable management of each water body.
- Final Certification regarding the completion of project should indicate all the components contemplated in DPR such as improvements in tank bund, storage capacity of tank, sluices, weirs, field channel and supply channels.

**The tentative Methodology for each components of every tank for concurrent evaluation comprises of the following:**

#### **i) Repair/Reconstruction of conveyance system**

- Quantum of work
- Length and Cross section details
- Quantum of materials
- Verification with M.Book entries & Assessment of physical progress

#### **ii) Repair/Reconstruction of weirs & sluices**

- Identification of number of weirs and sluices in each tank
- Observation of hydraulic particulars
- Evaluation of quantum of work and physical progress
- Verification with M.Book entries

#### **iii) Construction of recharge structures**

- Identification of location of each of the recharge structures and its measurement
- Verification of quantum of work with M.Book entries
- Assessment and Evaluation of physical progress

#### **iv) Catchment treatment (Desilting of Channels)**

- Observation of clearing of bushes, widening of the channels, retaining wall constructed if any
- Observation of cross sectional dimensions with reference to pre project and post project stages
- Observation of volume of earthwork with reference to DPR/TS estimate
- Evaluation of percentage of physical progress

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- v) De-silting in terms of quantum of silt removed
  - Verification of pre level and finished levels of tank bund with reference to the barrow pit measurements
  - Verification of quantum of work with M.Book /LF Book entries
- vi) Strengthening of bund
  - Verification of pre level and finished levels of tank bund with reference to the barrow pit measurements
  - Measurement of hydraulic particulars including linear dimensions
  - Verification of quantum of work with M.Book /LF Book entries
- vii) Quality control measures and sustainability
  - Verification of test reports on quality of materials used produced by the WRD
  - Evaluation of test reports
- viii) Status of Water User Association
  - Evaluation of community participation in operation and maintenance of system
  - Collection of details of Water user Associations formed and their activities

#### **Client Support**

- Detailed Project Report should be provided for all the tanks
- Baseline data pertaining to all the tanks such as hydraulic particulars of the tanks including original and present tank storage capacity, conditions of sluices, weirs, supply channels etc., should be provided\
- WUA particulars for all tanks should be provided
- The necessary supporting field staff should be provided during the site visit
- Necessary records pertaining to the quality check including photos should be provided

### **3.0 State Technical Advisory Committee**

The report furnished by the Institution / Agency shall be placed in the State Technical Advisory Committee for making payments which comprises of the following Members.

1.	The Engineer-in-Chief, WRD., & Chief Engineer (GI)., Chennai.	Chairman
2.	The Chief Engineer, WRD, Plan Formulation, Chennai.	Member
3.	The Chief Engineer, WRD, State Ground and Surface Water Resources Data Centre, Chennai	Member
4.	The Chief Engineer, WRD., Design Research and Construction Support, Chennai	Member
5.	All the Regional Chief Engineers, WRD., (Chennai, Trichy, Madurai and Coimbatore)	Member
6.	The Director (Monitoring), Monitoring Directorate, Cauvery & Southern Rivers Organization, Central Water Commission, Ministry of Water Resources, RD&GR, Government of India, Coimbatore	Member
7.	The Regional Director, Central Ground Water Board, Ministry of Water Resources, RD&GR, Government of India, South Eastern Coastal Region, Chennai,	Member
8.	The Superintending Engineer, WRD., Design Circle, Chepauk, Chennai -5, Member Secretary-TAC.	Member Secretary

In every stage of submission of deliverables by the Institution / Agency, the approval of State Technical Advisory Committee should be obtained for the release of payment. Payments shall be made on submission of deliverables on due approval from the Approval Committee within thirty (30) days.

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**APPENDIX-B****4.0 REPORTING REQUIREMENTS / DELIVERABLES & TERMS OF PAYMENT**

<b>Deliverables</b>	<b>Description</b>	<b>Reporting</b>	<b>Payment</b>
On signing of contract and submission of Inception Report	Methodology and detailed work plan	10 hard copies and soft copies	25%
First interim report	Site supervision, collection of data analysis	10 hard copies and soft copies	25%
Second interim report	Monitoring and evaluation of quality of works as per the specifications made in DPR	10 hard copies and soft copies	25%
Draft report of evaluation	A draft report on completion of project which includes status on improvements in tank bund, supply channel and other hydraulic structures etc.,	10 hard copies and soft copies	15%
Final modified report of all 9 water bodies (Phase V)	Corrected final report of evaluation after the acceptance of draft report	10 hard copies and soft copies	10%

## TENDER

**To**

**Superintending Engineer/Director, WRD,**  
Institute of Hydraulics & Hydrology,  
Poondi, Thiruvallur- 602 023.

1. I / We do hereby tender and if this tender be accepted undertake to execute the work of **“Conducting Concurrent Evaluation study for Phase – V, Repair, Renovation and Restoration (RRR) of water bodies scheme in 9 tanks in Dindigul districts under PMKSY (HKKP)”** as described in the specifications specified in **GCC, SCC & Schedule-A**, with such variations by way of alterations or additions to and Omission from the said works and method of payment as are provided for in the Conditions of contract for the sum of **Rs.....**

.....  
(Or) Such other sum as may be arrived at under the clause of the “General and Special conditions to the contract “relating to payment on lump-sum basis or by final measurements at unit prices.

2. I / We have also completed the priced list of items in schedule “A” annexed [In words and figures] for which I / We agree to execute the work and receive payment on measured quantities as per General and Special conditions to the contract.

3. I / We do hereby distinctly and expressly declare and acknowledge that, before the submission of my or our tender, I / We have carefully followed the instructions in the tender notice, and have read the General and Special conditions to the contract therein and that I / We have made such examination of the contract documents and 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 equipment required to be furnished as to enable me / us to thoroughly understand the intention of same and the requirement, covenants, stipulations and restrictions contained in the contract and in the said specifications, and distinctly agree that, I / We will not thereafter make any claim or demand upon the Government, based upon or arising out of any alleged misunderstanding or misconception or mistake on my / Own part out of the said requirements, covenants, stipulations, restrictions and conditions.

4. I / We..... **enclose an Income Tax verification certificate.**

5. **My / Our GST registration number is .....**

6. I / We enclose herewith a Demand Draft for the payment of the sum of Rupees.....  
.....**towards earnest money not to bear interest.**

7. If my / our tender is not accepted, this sum shall be returned to me / us on my / our applications when intimation is sent to me / us about the rejection or at the expiration of **ninety days** from the date of this tender, whichever is earlier. If my / our tender is accepted, the Earnest Money Deposit shall be retained by the Government as security for the due fulfillment of contract. If upon intimation being given to me / us by the authority authorized by the Governor under article **299 (1)** of the constitution (herein after called 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 Earnest Money Deposit. Any notice required to be serving on me / we here under shall be sufficiently served on me / us if delivered to me / us personally or forwarded, to me / us by post to (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.

8. I / We fully understand that on receipt of communication of acceptance of tender, from the accepting authority, there emerges a valid contract between me / us and the Governor of Tamil Nadu and the Tender documents (i.e.) the Tender notice, Tender with schedules, General conditions to the contract and Special conditions of the Tender, negotiation letters,

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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 (5) of tender notice. I/We shall execute an agreement for the fulfillment of the contract in the stamp paper upon date of letter of acceptance of Tender.

9. In consideration of the payment of Rs. ....

or such other sum as may be arrived at under the clause of the General conditions to the contract, relating to payment on lump-sum basis or by final measurement at unit prices. I / We agree subject to said conditions to execute and complete the works and described to the extent of probable quantities and specifications shown in (Schedule – A) with such variations by way of alterations of additions to, or deductions from, the said work and method of payment therefore as are provided for in the said conditions.

10. The term “Superintending Engineer/Director” in the said conditions shall mean the Water Resources Department officer in-charge of the Circle having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved, herein favour of the Government with the previous sanction of or subject to ratification by the competent authorities in case where such sanction or ratification may be necessary and who has been duly authorised under Article 299 (1) of the constitution.

11. In the event of the work being transferred to any other Circle / Division / Sub division, the Superintending Engineer / Executive Engineer / Assistant Executive Engineer who is in-charge Circle / Division / Sub division having jurisdiction over the work shall be competent to exercise all the powers and privileges reserved in favour of Government.

12. I / We agree that the time shall be considered as the essence of this contract and to commence the work, as soon as this contract is accepted by the competent authority as defined by the Tamil Nadu Public Works Department code at the locations provided for in the said conditions and agree to complete the work within ..... days from the date of acceptance of Tender and to show progress as defined in the tabular statement " Rate of Progress " subject nevertheless to the provision for extension of time contained in clause - 56 of the General conditions to the contract appended to the Tamil Nadu Building practice.

13. I / We agree that upon the terms and conditions of this Contract being fulfilled and performed to the satisfaction of the Superintending Engineer/Director, the Security deposited by me / us herein before recited or such portion thereof as I / We may be entitled to, under said conditions be paid back to me / us as provided in clause - 64 of the General conditions to the contract.

14. I am / we are professionally qualified in this field.

15. I / We agree that the arbitrator for fulfilling the duties set forth in the arbitration clause of the General conditions to the contract shall be.

(i) **The Superintending Engineer, WRD, Design Circle, Chepauk, Chennai-5** in case the value of claim does not exceed. Rs.50,000 /- and

(ii) I / We agree that in case the value of claim Rs.50,001 /- and above, the remedy will be thorough the competent civil court only.

16. I will employ the following technical staff for supervising the demonstration work and shall see that one of them is always at site during working hours personally checking all items of supply and demonstration paying extra attention to due works as required special attention.

Sl.No	Name of members of Technical Proposed to be employed	Qualification
1.		

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**The tenderer (Institute / Agency ) should furnish the following details:**

1. Name of the Organization:

2. Nature of the Organization: Govt/Public/Private/Partnership/ Proprietorship

3. Address of the Registered office of the Institute:

4. Names of the Government Agencies to  
whom the similar study was made  
recently / previously:

5. EMD Payment Particulars:

i. Number of the Demand Drafts:

ii. Demand Draft Particulars

Sl.No	Demand Draft No.	Name of Bank	Amount in Rs.

**SCHEDULE "A"**

**"Conducting Concurrent Evaluation study for Phase – V, Repair, Renovation and Restoration (RRR) of water bodies scheme in 9 tanks in Dindigul districts under PMKSY (HKKP)"**

Sl.No	Qty	Description	Rate in Rs. (Words and Figures)	Unit	Amount in Rs. (Words and Figures)
1		Conducting Concurrent Evaluation study for Phase – V, Repair, Renovation and Restoration (RRR) of water bodies scheme in 9 tanks in Dindigul districts under PMKSY (HKKP) [Thamaraikulam Tank, Puliyankulam Tank, Karunkulam Tank, Rengasamudram Tank, Periyakulam Tank, Kattuperiyakulam Tank, Avichipatty poolankulam Tank, Vadikulam Tank, Thamaraikulam (Narasingapurma taluk) Tank]			
		GST		Rs.	
		TOTAL		Rs.	
Total In words :					

Enclosure:

1. Details of Institution / Agencies
2. IT & GST certificates
3. EMD in the form of DD
4. Previous credentials / similar studies made details.