

**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD**

**TENDER DOCUMENTS**

**FOR RURAL WATER SUPPLY WORKS ON TURNKEY BASIS**

**1) TENDER NOTICE No. F. Usilampatty /JDO/2022/dt. 26.05.2022**

Construction of Retaining Wall around the collection well cum pump house at Head works site including Gravel filling and construction of 1.05 LL capacity of sludge recycling sump at WTP under WSIS to Usilampatti Municipality in Madurai District

**3) ELIGIBLE CLASS OF CONTRACTOR : Class II and above**

**4) Amount of EMD : Rs 20,000/-**

**5) Last Date for submission of Tender : 09.06.2022 Upto 3.00 pm**

**6) Date and time of opening of Tender : 09.06.2022 @ 3.30 pm**

**7) Tender should be valid for : 90 Days**

**Sold to**

**CONTRACTOR**

**Sd/-EXECUTIVE ENGINEER**

**LETTER OF CONSENT**

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

**SIGNATURE OF CONTRACTOR**

CONTRACTOR

Sd/-EXECUTIVE ENGINEER

## **TAMILNADU WATER SUPPLY AND DRAINAGE BOARD**

### **LETTER OF TENDER**

To

The Executive Engineer  
TWAD Board,  
RWS Division,  
Madurai

Sir,

1. I/We do hereby tender and if this tender be accepted undertake to execute the works covered by this tender as shown in the drawings and described in the specifications deposited in the office of the Executive Engineer, TWAD Board, RWS Division, Madurai 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 Scheme at .....% Excess /Less over the department value of **Rs.40,72,457/- (Rupees Forty Lakhs seventy two thousand and four hundred and fifty seven only)** or such other sums as may be arrived at under the clause of the contract terms and conditions of TWAD Board relating to payment by final measurements at unit prices.

2) I/We have also quoted the tender Excess/Less percentage in the Bill of quantities (abstract of BOQ 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 Tamilnadu Building practice, the general conditions to contract therein and the TWAD Board Manual for Rural Water Supply Schemes that 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 or 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 an 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 Bid Security (Earnest Money Deposit) which will 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 Bid Security.

NOTE: \*\* to be scored out if not applicable

6) If my/our tender is not accepted, the Bid Security 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 performance Security (Security Deposit) in the manner and form prescribed under clause 23 of the instructions to the bidders 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 Performance Security in the prescribed form, 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 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.

7) 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 TWAD Board represented by the officer accepting agreement and the TWAD Board Manual for Rural Water Supply Schemes-Detailed Standard specifications and General conditions of the contract 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 open to the acceptance authority to insist on execution of any written agreement by tenderer, if administratively considered necessary or expedient.

8) I/We have also carefully examined the TWAD Board Manual for Rural Water Supply Schemes-Detailed Standard Specifications and General

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conditions of contract and Tamilnadu Building practice in acknowledgement of being bound by all conditions of the clauses of the TWAD Board Manual for Rural Water Supply Schemes Detailed Standard Specifications and General conditions of contract and all specifications for items of works described by specification of items of works described by specification number in Bill of quantities (Schedule –A).

9) In consideration of the payment of **Rs.40,72,457/- (Rupees Forty Lakhs seventy two thousand and four hundred and fifty seven only)** 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 No.1 to .....inclusive (Schedule B) and described in the Technical specification for works and materials 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 there after as are provided in the said conditions.

10) I/We agree that time shall be considered as the essence of this 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 there of as I/We may be entitled to under the said conditions be paid back to me/us provided in clause 8 of the General conditions to the contract (Section II)

12) The term Executive Engineer in the said condition shall mean the Executive Engineer 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 here in favour of the TWAD Board who has been duly authorised by the TWAD Board.

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

I/We in pursuance of schedule E undertake to employ the following technical staff for supervising the work and will see that one of them is

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always at site during working hours personally checking all items of works and paying extra attention to such work as may require special attention.

e.g. Reinforced cement concrete etc

Sl. No.	Name of Technical staff Proposed to be employed	Qualification	Experience

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 as per this contract

16) I/We undertake and agree that I/We 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 Bid Security 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 the Tenderer  
Address

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## **INSTRUCTION TO BIDDERS**

### **1. DESCRIPTION OF WORKS**

Construction of Retaining Wall around the collection well cum pump house at Head works site including Gravel filling and construction of 1.05 LL capacity of sludge recycling sump at WTP under WSIS to Usilampatti Municipality in Madurai District.

The tenderer is required to examine carefully all instructions, conditions, forms, terms, specifications and drawing in the documents and in the TWAD Board Manual for rural Water supply Schemes – Detailed Standard specifications and General Conditions of contract. Failure to comply with requirements of bid will be at tenderer's own risk. Tenders which are not responsive to the requirements of the tender documents are liable to be rejected.

### **2. QUALIFICATION CRITERIA**

The Bidder should have registered as **Class. II contractor & above** in / Any other state/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.

### **3. 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 authorised 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 the existence before the contract is awarded.

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

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## **6. 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 an 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.

## **7. 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.

## **8. DOCUMENTS COMPRISING THE BID**

The bid to be prepared by the bidder shall comprise the entire documents in full, say the Tender documents and Appendix there to 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 to bidders embodied 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.

## **9. 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.



#### **10. BID VALIDITY**

The bids shall remain valid and open for acceptance for a period of 90 days after the date of opening of the price bids. 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 & responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. The bidder agreeing to the request will not be required nor permitting 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.

#### **11. Bid Security (EARNEST MONEY DEPOSIT)**

The bidder shall furnish as part of his bid, an Earnest Money deposit of **Rs.20,000/- (Rupees Twenty thousand only)** In any one of the following forms **duly pledged or drawn in favour of the Executive Engineer, TWAD Board, RWS Division, Madurai.**

**1) DEMAND DRAFT drawn in Nationalised / Scheduled Bank in favour of Executive Engineer, TWAD Board, RWS Division, Madurai.**

**2) DEPOSITS AT CALL RECEIPTS OF SCHEDULED BANK**

**3) GOVERNMENT SECURITY AND NATIONAL SAVING CERTIFICATE**

**4) POST OFFICE SAVINGS BANK DEPOSITS**

**5) FIXED DEPOSIT RECEIPTS FROM SCHEDULED BANK**

Any bid not accompanied by an acceptable form of Earnest Money Deposit will be rejected by the TWAD Board 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

#### **12. SIGNING OF BIDS**

The original bid shall be filled by typing or by writing in indelible ink and shall be signed by the authorised 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 directed by the Employer are made, they should be properly attested by the signatory to the bid.

The complete bid shall be free of alterations, 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.

### **13. DEADLINE FOR SUBMISSION OF BIDS**

The tender shall be received by the Executive Engineer, **at his office at TWAD Board, RWS Division, Ganesh Nagar, Opposite to Mattuthavani Bus stand Madurai-625 007 not later than 3.00 pm on 09.06.2022.** The Executive Engineer may at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with clause 6 above in which case all rights and obligations of the engineer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

### **14. 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, RWS Division, Madurai 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, TWAD Board, after the deadline for submission of bids prescribed in accordance with clause 14 above will not be considered and the same will be returned in the Bidder unopened.

### **17. BID OPENING**

**The tender will be opened by the Executive Engineer, at 3.30 PM on 09.06.2022.** in the premises of the office of the Executive Engineer, RWS Division, Madurai. The bidders or their authorised representative desirous of attending opening of the bids may do so with proper authorisation to represent.

The Executive 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 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, RWS Division, Madurai 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 material 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 with drawal 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 Value based on the excess / Less percentage quoted in the bid will only be taken into account for deciding the successful bidder.

#### **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 Engineer will neither be under any obligation to inform the bidder or the bidders of the grounds for the action of the Engineer nor will be responsible for any liability incurred by the bidder on this account.

## **22. NOTIFICATION OF AWARD**

The Executive 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 period. 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 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. Performance Security (SECURITY DEPOSIT) AND AGREEMENT**

The successful bidder on getting the work order from the Executive Engineer, shall remit the Security Deposit at 2% of the value of contract in the form of NSC/Post office savings Deposit A/C Pledged in favour of the Executive Engineer, TWAD Board, RWS 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. 100.00 purchased in the name of the contractor 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.

## **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 maximum 30 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.

## **25. AS PER B.P.Ms.No. 117/DATED 25.9.2003.**

For tenders received above 15 to 20% less than the Departmental value the successful tenderer should remit 50% of the difference between the Department value and the value of the tenderer's value as additional S.D.

For tender received with 5 to 15% less than the departmental value, the successful tenderer should remit additional 2% towards SD on Departmental value.

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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 contract.
3. The rates and prices tendered in the priced bill of quantities shall, except in so far as it is otherwise provided under the contract, include all constructional plant, labour supervision, materials, erection, maintenance, insurance profit, taxes and duties 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 writing 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 finalization 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 up to two decimal only.
9. If the tenderer failed to score out the word either of "Excess" or "Less" the word less alone will be taken into consideration.
10. **i) In respect of work involving water treatment plant:**

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The rates adopted by the department for machinery and other materials which are required for setting up water treatment plants and also for the pipes needed for delivery of water from the sources to the plant and from there to the storage facility are exclusive of excise duty and no claim towards excise duty will be permitted on this account.

**ii) In respect of work without water treatment plant:**

The rates provided are inclusive of excise duty and the exemption if any availed should be passed to TWAD Board. The exemption availed contractors if any should be checked with reference to the invoices issue by the manufactures to the materials made by them.

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## SCHEDULE –A

### GENERAL ABSTRACT OF BOQ

**N.W::** Construction of Retaining Wall around the collection well cum pump house at Head works site including Gravel filling and construction of 1.05 LL capacity of sludge recycling sump at WTP under WSIS to Usilampatti Municipality in Madurai District.

Sl.No	Name of Component	Ref to Manual	Departmental Value Rs.
1.	Vide Separate sheet enclosed		<b>Rs.40,72,457/- (Rupees Forty Lakhs seventy two thousand and four hundred and fifty seven only)</b>
2.			
3.			
4.			

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## **SCHEDULE-B**

### **LIST OF DRAWINGS**

**N.W::** :: Construction of Retaining Wall around the collection well cum pump house at Head works site including Gravel filling and construction of 1.05 LL capacity of sludge recycling sump at WTP under WSIS to Usilampatti Municipality in Madurai District.

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<b>SL.NO</b>	<b>DRAWING NO</b>	<b>DESCRIPTION</b>
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**NOTE:** All drawings to be signed by the contractor as well as by officer entering into contract.

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### **SCHEDULE -C**

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 of site :

The entire project must be completed in all respect within **2** Months period.

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

Sl. No.	Name of component	Period from commencement	Completion in Term of %age
1	All components	2(Two) months	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 properly at site of work and for the safe custody of all materials including all incidental and handling charges.

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 officer wherever necessary. The contractor shall provide all the assistance necessary including instruments, machineries and materials that are normally required for carrying out the testing / measuring the quality / quantity of the materials and workmanship. Any materials rejected after testing by the Engineer in-charge or his representative 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 limit for the removal of the same and replacement with quality material.

Testing: The materials sample should be tested as per norms in TWAD Board Material Testing Laboratories only. The testing Charges will be initially paid by the contractor and the same may be reimbursed by TWAD Board after the receipt of passed sample test results with connected records. For failed samples, contractor has to borne the charges and TWAD Board will not reimburse the same.

### **Supply by Board**

If in case any 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 authorised 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 of technical staff, the rate of penalty for the failure on the part of the contractor to employ the technical staff for the work etc., are as follows.

Sl. No	Value of Contract	Scale & 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/Mechanical Engineering	Rs.2000/- per month
2	Above Rs.5.00 lakhs & upto Rs.10.00 lakhs	One Engineer with Degree in Civil/Mechanical Engineering with minimum one year experience	Rs.6000/- per month
3	Above Rs.10.00 lakhs & upto Rs. 25.00 lakhs	One Engineer with Degree in Civil/Mechanical Engineering with minimum three years experience	Rs.6000/- per month
4	Above Rs.25.00 lakhs	One Engineer with Degree in Civil/Mechanical Engineering with minimum three years experience and One Engineer with Diploma in Civil/ Mechanical Engineering	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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## **SCHEDULE - F**

### **PAYMENT SCHEDULE**

#### **1. Infiltration Well**

After casting curb	Up to 15%
After sinking of well upto 50% of the required depth	Up to 50 %
After completion of entire works	Up to 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 up to average G.L.	Up to 50 %
After completion of the entire works	Up to 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 pipeline for every one Km and part thereof or entire length whichever is less	Up to 70 % the value of Work done
After satisfactory commissioning of the entire length of main	Up to 95 %
After completion of the maintenance period of the scheme as a whole	Balance 5 %

#### **4. Sump**

After completion up to floor slab	Up to 30 %
After completion up to roof slab	Up to 70 %
After completion of the entire work including pipe Connections etc.	Up to 95 %
After completion of the maintenance period of the Scheme as a whole	Balance 5 %

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

After completion of work up to average G.L	Up to 25 %
After completion up to floor slab	Up to 75 %
After completion of the entire work including pipe connections etc., and issued of water tightness certificate by the Engineer in-charge	Up to 95 %
After completion of the maintenance period of the scheme as a whole	Balance 5 %

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## **6. Distribution system**

After supplying, laying, jointing and testing of pipeline for every one KM and part thereof or entire length whichever is less	Up to 70% of the value of Work done
After satisfactory commissioning of the entire length of main	Up to 95 %
After completion of the maintenance period of the scheme as a whole	Balance 5%

## **7. Valve pits and Public fountains**

After completion of the entire work	Up to 95%
After completion of the maintenance period of the scheme as a whole	Balance 5%

## **8. Pumping Plant**

After receipt of pump, motor, valves, cables, control panel, transformer at site	Up to 75%
After erection of pump, motor and accessories	Up to 85%
After commissioning of the pumping plant and testing`	Up to 95%
After completion of the maintenance period of the scheme as a whole	Balance 5%

## **9. Pumproom**

After completion up to plinth level	Up to 35%
After completion up to roof slab	Up to 70%
After completion of entire work	Up to 95%
After completion of the maintenance period of the scheme as a whole	Balance 5%

## **10. Other Items of work**

On completion of the entire job	<b>Up to 95%</b>
After completion of the maintenance period of the scheme as a whole	Balance 5%

## **11. EB 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 EB.

## **12. Maintenance charges**

Maintenance Charges --- Free of Cost

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 maintenance for scheme is as follows:

- |      |  |   |
|------|--|---|
| i.   | Individual Power Pump Schemes, Mini Power Pump Schemes           | One month from the date of Commissioning    |
| ii.  | CWSS Schemes up to a value of Rs.25 lakhs                        | Two months from the date of commissioning   |
| iii. | CWSS Schemes of value more than Rs.25 lakhs & up to Rs. 50 lakhs | Three 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 be made as a separate item for maintenance of the scheme for the specified period 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 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 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 sales tax shall be made at 2% for civil works contract and 4% for all other works contract as per Tamilnadu General sales tax (fifth Amendment) Act (Act No.15 of 1999).
- ◆ For works contract the contractor is liable to pay 1.00% on the contract value towards contribution to the fund constituted for the benefit of manual workers employed in the construction works and this 1.00% contribution will be recovered in every payment.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. Royalty Charges:**

Except where otherwise stated, the contractor shall pay all seignorage and other royalties, rent and other payments are 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 Board.

### **2. Earth work 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 trench on account of any variation in the classification of soil met with during actual execution.

### **3. Penalty for the 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 deemed fit for every day that the work remains un commenced 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.

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 in 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 therefore 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.

#### **4. Liquidated Damages:**

If the contractor fails to complete the work or part thereof 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 hand over to the department. The 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.

For imposing liquidated damages detailed show cause notice, shall be served on the defaulting firm / contractor either by RPAD or through personal service. The first notice shall be served allowing 15 days time to the firm / contractor for furnishing the reply by them. On expiry of 15 days time, from the date of first notice, the second notice shall be served allowing 7 days time to the firm / contractor for furnishing the reply by them. On expiry of 7 days time from the date of second notice third notice shall be served allowing 3 days time to the firm / contractor for furnishing the reply by them. On receipt of the reply, it shall be verified by the Engineer in charge and the liquidated damages clause shall be invoked by issuing an explicit speaking order to the firm / contractor. Similarly, the non receipt of any reply from the firm / contractor shall attract 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.

#### **5. Execution of work by the Contractor:**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and every other respect in strict accordance with specification. The contractor shall also confirm 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, drawings, 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.

#### **6. 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 be 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 respects 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.



## **7. 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 Engineer in-charge. In the event of the contractor failing or neglecting to carry out the rectification work within the period prescribed therefore, in the said notice, the Engineer in-charge will get the same executed and carried out departmentally or by any other agency 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 fails 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 of the said work or any other work whatsoever or from the amount of security deposit.

## **8. Withheld Amount in Running Bills:**

In addition to the initial security, as stated above, 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 work are completed in all respect and after completion of the maintenance period.

## **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 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 virtue 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 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 here of 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 not 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 claim 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 water tightness and soundness are to be watched for more than 6 months not with standing the 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 Engineer and paid to the contractor after a period of 24 months of satisfactory performance of the entire civil works, or soon after the expiry of such periods of 24 months as all defects shall have been made good according to the true intent and the meaning here of which ever shall be later and on production of an indemnity bond for the above amount for a further period of 3 years beyond the above said 2 years to 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 of 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 TWAD Board if the RCC reservoir develops structural defects or leaks. The above recovery shall be exclusive of the amount deposited towards security deposit. The fact of carrying out water tightness test should be recorded in 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.100/- 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 up to maximum water level in the case service reservoir / OHT). If defects are noticed within the stipulated period of 24 months of satisfactory performance, the defects should be rectified by the contractor at his own cost and the performance period again shall be reckoned from the date of completion of the rectification of defects by the contractor. In the case of service reservoir / over head tanks and other water retaining structures during this period, structure under full working head of water 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

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Sd/-EXECUTIVE ENGINEER

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 one (1) / two (2) percent for individual / firm as the case may be 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.

Further 1.00% from the contractor's bill will be recovered as contribution towards the fund constituted for the benefit of Registered contract workers of the Tamil Nadu Construction workers Welfare Board.

## **9. Recovery of money payable to the TWAD Board**

All losses, costs, damages and expenses and other money payable to the Board by the contractor under any stipulation in the contract, may be retained out of any money due or which may subsequently become due from the Board to the contractor under any contract or otherwise 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.

#### **10. 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 to the 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.

#### **11. 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.

#### **12. 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 case of a successful bidder failing to furnish the prescribed performance 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 bidder severing the conditions after intimation of the acceptance of the bid.

#### **13. 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 will be forfeited to the Board.

#### **14. Jurisdiction of Court:**

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

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