

TWAD BOARD

RWS DIVISION, KANCHIPURAM



TENDER SCHEDULE

NAME OF WORK

Construction Of 4.00 M Dia open well for Providing water supply to Irular Colony in Averimedu Panchayat in Madurandagam Union.

TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD
TENDER DOCUMENTS
FOR RWS WORKS ON TURNKEY BASIS

- 1 Tender Notice No : EE/RWS /KANCHIPURAM Tender Notice No.2 /
F.Tender /2019-20/ Dt. 19.06.2019
- 2 Name of work : Construction Of 4.00 M Dia open well for
Providing water supply to Irular Colony in
Averimedu Panchayat in Madurandagam
Union.
- 3 Eligible class of contractor : Class IV and above in TWAD Board/any other state
or Central Government Department under takings
- 4 Amount of E.M.D. : **Rs. 7600/-** in favour of The Executive Engineer,
TWAD Board RWS Division, Kanchipuram -631502
- 5 Period of sale of Tender
schedule : 21.06..2019 to 04.07.2019
- 6 Last date for submission of
tender : 05.07.2019 upto 3.00 P.M
- 7 Date and time of opening of
tender : 05.07.2019 at 3.30 P.M.
- 8 Tender should be valid for : 90 days

Executive Engineer, TWAD Board
RWS Division, Kanchipuram

**LETTER OF CONSENT
E-Tendering**

1. I/We agree to abide by all the detailed specifications, terms and conditions stipulated by the TWAD Board which I have read and understood.
2. I/We certify that I have fully read and understand the instruction to bidders for online bid submission given by TWAD Board and any lapse to properly submit the bids result in rejection of the bid submitted.
3. I/We certified that the tender is offered without any alteration/ addition / omission.
4. I/We certified that all the conditions of the tender are accepted / Not accepted.
5. I/We agree that the TWAD Board is not responsible for any data corruption that might arise during the transmission / uploading of data in the website or due to disruption in communication error in my / our tender.
6. I/We agree that the Board has right to change schedule of opening or any technical corrective action to resolve any error that might arise during the opening of the e-tender by TWAD Board.
7. I/We certify that I/We am responsible for the uploading of correct copies of scanned documents as per the E-tender procedure of TWAD Board & I understand that any error in doing so my/our tender may be summarily reject by TWAD Board.

Signature of Tenderer

TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD

LETTER OF TENDER

Date:

To

The Executive Engineer,
TWAD Board,
RWS Division, Kanchipuram.

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 drawing and described in the specifications deposited in the office of the Executive Engineer, RWS Division, Kanchipuram With such variations by way of alternations or additions to and omissions from the said works and in accordance with the detailed standard specifications and General conditions of contract stipulated in the TWAD Board Manual for Rural Water supply schemes at% Excess/Less over the department value of **Rs** /- (**Rupee** **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 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 of the contract.
3. I/we do hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender. I / we have carefully followed the instructions, in the tender and have read, the Tamil Nadu building practice, the general conditions to contract 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 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 of 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.

Contractor:

Sd/ xx
Executive Engineer:

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 ofas prescribed in the tender notice towards bid security (Earnest Money Deposit) which will not carry any interest.
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 instruction 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 to the bid security. 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 which it is sent.
7. I / we fully understand that on receipt on 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 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 of expedient.
8. I / we have also have carefully examined the TWAD Board manual for Rural Water Supply schemes- Detailed Standard Specification and General conditions of contract and Tamil Nadu 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 number in Bill of quantities (Schedule A).

Sd/ xx

Contractor:

Executive Engineer:

9. In consideration of the payment of Rs.....(Rupees.....
.....or such other sums as may
be arrived at under the clause of the general conditions to the contract relating
payment by final measurement at unit prices. I / we agree subject to said
conditions to execute and complete the works shown upon the said drawing
serially from No. to inclusive (Schedule B) and
described in the Technical specification for works and materials and to the
extent or probable quantities shown (Schedule A) with such variations by way
of addition to or alternations, 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 extensions of
time contained in clause 8 of the general conditions to the contract.
11. I / we agree that upon the terms and conditions of this contract being fulfilled
and performed to the satisfaction of the Executive Engineer, the security
deposited by me / us as herein before recited or such portion thereof as I / we
may be entitled to under the said conditions to be paid back to me / us
provided in clause 55 of the special conditions or contract.
12. The term Executive Engineer in the said condition shall mean the Executive
Engineer, TWAD Board in charge of the Division having jurisdiction for the
time being over the work, who shall be competent to exercise all the powers
and privileges referred here in favour of the TWAD Board who has been duly
authorized by the TWAD Board.
13. I am /we are professionally qualified and my / our qualifications are as
follows..... I / we in pursuance of schedule E undertake to employ
the following technical staff for supervising the work and will see one of them
is always at site during working hours personally checking all items of works
and paying extra attention to such work as may require special attention.

eg. Reinforced Cement Concrete etc.,

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

Contractor:

Sd/ xx
Executive Engineer:

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 excluded by me / us as per this contract.

15 I / We undertake and agree that I / We will not withdraw this tender during the period for 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.

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

Dated this..... day of

Signature of the Tenderer
Address

E-Tendering – INSTRUCTIONS TO BIDDER for online submission.

1. The above tender notice is also available on the Web site www.twadboard.gov.in and <http://tntenders.gov.in>. This Website permits downloading of the tender documents at free of cost. The intending bidder may visit <https://tntenders.gov.in> website upload the tender documents upto 04.07.2019 upto 3.00 pm.
2. THE BIDDERS ARE ALSO REQUESTED TO UPLOAD THE COMPLETED BID DOCUMENTS ON THE WEBSITE WITHIN THE PRESCRIBED DATE AND TIME.
 - a. the Bidders should download the documents which is digitally signed only from this website <https://tntenders.gov.in>
 - b. The downloaded documents should be converted to word document and edited at suitable places for filling the required information like
 - i. letter of consent duly filling every line
 - ii. letter of tender duly filling every line.
 - iii. Schedule "A" duly fill the percentage of offer.
 - c. Necessary download option for free software covering. pdf to M.S . word format is available in the website itself.
3. The bidders are requested to digitally sign the Bid Document and convert them to .pdf format.
4. Bidders are requested to use the Digital Signature (e-token) for Registration for e-submission through the website <https://tntenders.gov.in>.
5. The scanned copies of the following list of documents are also to be uploaded by the bidder at the time of submission of bids through the website by converting the documents to.pdf form.
 - i. Earnest Money Deposit-Scanned copy of the Demand Draft should be attached alongwith in the tender document.
 - ii. The other documents need to be like Registration details, Experience Certificate and Income Tax, Sale Tax certificate may also be uploaded.
 - iii. All the necessary documents mentioned above may be combined and converted to zip files and uploaded as single file in the website.

Any clarification regarding tendering, kindly contact the following

EE/SE/CE through Main...../concerned

CHECK LIST FOR uploading / Online submission

1. Scanned copy of EMD
2. Scanned copy of letter of consent & letter of Application
3. Scanned copy of credentials
4. Scanned copy of filled-in abstract of BOQ
5. Abstract of BOQ.xls (in excel format)

E-TENDERING

The following instructions are to be carried out for online submission of bids.

- 1 Bidder should do the registration in the tender site using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY/TCS/n Code.
2. Bidder then login to the site thro' the secured log in by giving the password of the e-token & then the user id/password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. After downloading / getting the tender schedules, the bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
5. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
6. Bidder, in advance should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF format. If there are more than one documents, they can be clubbed together.
7. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender inviting authority, within the bid submission date & time for the tender.
8. The bidder read the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number given by the e-tendering system should be printed by the bidder and kept as record of evidence for online submission of bid for the particular tender.
11. The details of the Earnest Money Deposit document submitted physically and at the time and scanned copies furnished at time of submission in the website bid submission of tender online should be the same otherwise the tender will be summarily rejected.
12. The Board will not be held responsible for any sort of delay or the difficulty faced in the submission of tenders online by the bidders.
13. The bidder who participated in the tender, should submit the tender documents through e-tendering online system only.
14. The rates % offered details have to be entered separately against the specified place in the down loaded spread sheet file (xls) and should be submitted as BOQ.xls file during the e-bid submission.
15. The tendering system will give a successful bid update message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no &

the date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted.

16. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
17. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
18. Each document to be upload thro' online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced thro' zip and the same can be uploaded. However of the file size is less than 1 MB the transaction uploading time will be very fast.
19. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for actions of requesting, bid submission, bid opening etc. in the e-tender system. The bidders should follow this time during bid submission.
20. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the date. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
21. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
22. The bidders are requested to furnish the tenders through e-tendering on line system to the tender inviting authority before 3.00 PM (as per Server System Clock) on 19.07.2013
23. The contractors who have registered in this Board in the appropriate class and above and other state or central Government Department under taking can participate in the tender. If they have not participated the tenders for two years continuously their registration will be cancelled, similarly the contractors who have purchased the tender schedule and not participated in the tender for three times continuously, their registration will be cancelled and their tender will not be considered.

INSTRUCTIONS TO BIDDERS

1. Description of works

Execution on turnkey basis Construction Of 4.00 M Dia open well for Providing water supply to Irular Colony in Averimedu Panchayat in Madurandagam Union.

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

3. Qualifications criteria

The bidder should have registered as **Class IV** contractor in TWAD Board / Any other State / Central Government / 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.

4. Method of Tendering

If the tender is made by an individual, the tender documents shall be signed by the individual with his name and address. If the tender is made by a registered firm, it shall be signed by the Managing Partner with full name of the firm and address. If the tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

5. The bids from the contractors / firms shall be accompanied by an attested copy of the valid Income Tax Clearance Certificate and latest Sales Tax Verification Certificate. 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.

Sd/ xx

Contractor:

Executive Engineer:TWAD

6. The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawing in the bidding documents. Failure to comply with the requirements of bid submission will be at bidder's own risk, bids which are not substantively responsive to the requirements of the bidding documents are liable to be rejected.

7. Amendment of bidding documents

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

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

8. Language of Bid

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

9. Documents comprising the bid

The bid to be prepared by the bidder shall be comprise the entire documents in full say the tender documents and appendix there to the bid security, the bill of quantities and the rates there of the schedules of supplementary information, the information on eligibility criteria supported by the relevant documentary evidence and any other materials required to be completed and submitted in accordance with the instructions to bidders embodies in these bidding documents. The forms, bill of quantities and schedules shall be used without exception subject to extensions of the schedules in the same format.

10. Prices

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

Contractor:

Sd/ xx
Executive Engineer:TWAD

11. Bid validity

The bids shall remain valid and open for acceptance for a period of 90 days after the date of opening of the bids. In exceptional circumstances prior to expiry of the original validity period, the employer request the bidder for a specified extensions of the period of validity. The request & responses there to 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 permitted to modify his bid, but will be required to extend the validity of his bid security shall continue to apply during the extended period of bid validity.

12. Bid Security (Earnest Money Deposit) The bidder shall furnish as part of his bid, the bid security (Earnest Money Deposit) of **Rs. 7600 (Rupees Seven thousand six hundred only)** in any one of the following forms duly pledged or drawn in favour of the Executive Engineer, TWAD Board, RWS Division, Kanchipuram

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

Any bid not accompanied by an acceptable form of bid security will be rejected by the Engineers as non responsive.

The bid security of unsuccessful bidder will be returned without any interest within 15 days after a decision is taken on the tender.

13. Signing of bids

The original bid shall be filled by typing or by writing in indelible ink and shall be signed by the authorized signatory to bind the bidder to the contract. Proof of authorization shall be furnished in the form of power of attorney duly signed executed and this should accompany the bid. All pages of the bid shall be signed and wherever entries of amendments as directed by the employer are made, they should be properly attested by the signatory to the bid.

Contractor:

Sd/ xx
Executive Engineer: TWAD

The complete bid shall be free of alternations, interlineations or erasures except those that were instructed to be carried out by the employer. In case necessity arose to correct the errors committed by the bidder, in the abstract of BOQ the same shall be properly attested by the signatory to the bid.

Each bidder is entitled to submit only one bid. No bidder will have the option of participating more than one bid for this contract .

14. Deadline for submission of bids

The tender shall be received by the Executive Engineer, at his office at RWS Division, TWAD Board, No.16 A Senkazineerodai Street, Kanchipuram

not later than 3.00p.m. on **05.07.2019** the Engineer may at his discretion, extend the deadline for submission of bids by issuing and amendment in accordance with Clause 7 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.

15. Mode of submission of bid documents

The bid documents are to be dropped in the tender box or sent 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, TWAD Board, No.16 A Senkazineerodai Street, Kanchipuram. under no circumstances shall be responsible for the delay or loss of damage to the bid documents in transit.

16. Late Bids

Any bids received by the Executive Engineer, after the deadline for submission of bids prescribed in accordance with clause 14 above, will not be considered and the same will be returned to the bidder unopened.

17. Bid Opening

The tender will be opened by the Executive Engineer at 3.30 PM on **05.07.2019** in the premises of the Office of the Executive Engineer, TWAD Board, RWS Division, TWAD Board, No.66AIndiraGandhi Salai (Nellukkaratheru),Kanchipuram-631501. The bidders or their authorized representative desirous of attending opening of the bids may do so with proper authorization to represent.

The Engineer will examine the bids to determine whether the document are complete, whether the requisite bid security has been remitted to the required value and in the manner prescribed whether the documents have been properly signed / attested and ascertained whether the bids are generally in order.

During the opening of bids, the Engineer will announce the names of the bidders, written notification of bid modifications if any, the compliance with reference to the remittance of bid security and such other details as the employer may consider appropriate.

Sd/ xx

Contractor:

Executive Engineer:TWAD

18. Clarification of Bids

For any clarification in the bid and for negotiations the bidder shall attend the office of the Executive Engineer, RWS Division, Kanchipuram 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 the 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 withdrawal of the non-conforming deviation or reservation. However the decision of the employer shall be final and binding in all these matters.

20. Evaluation and comparison of Bids

The Executive Engineer will evaluate and compare only the bids which are determined to be substantively responsive with reference to the requirements and parameters fixed for qualification.

The 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 Engineer will promptly inform the successful bidder the award of contract before the expiry of the validity period and in the case of extended periods, before the expiry of the extended periods. The award of the contract will be in the writing and in the event of award of contract being informed through cable, the same shall be confirmed through a written communication by the Engineer. The award of contract shall be in the form of work order and shall notify the total value at which the Engineer has accepted the works to be executed. The notification of the award will constitute the formation of the contract.

Sd/ xx

Contractor:

Executive Engineer: TWAD

23 Performance Security (Security Deposit) and Agreement

The successful bidder on getting the work order from the Engineer shall remit the performance security at 2% of the value of contract in the form of NSC / Post Office saving deposit A/c pledged in favour of the Executive Engineer, TWAD Board within 15 days from the date of work order and promptly enter into an agreement with the Executive Engineer in the form specified for this purpose. The agreement should be executed within 15 days from the 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.

FOR TENDERS RECEIVED WITH MINUS PERCENTAGE

- a) For tenders received with 15 to 20% less than the departmental value, the successful tenderer should remit 50% of the difference between the departmental value and the value of tender as additional security deposit.
- b) For tenders received with 5% to 15% less than the departmental value the successful tenderer should remit additionally 2% towards security deposit on departmental value.

24. Forfeiture of Bid Security (Earnest Money Deposit)

In the event of the successful bidder, upon receipt of work order should respond with the remittance of performance security and execution of the agreement within a maximum of 30 days from the date of work order, failure of which will be liable for the forfeiture of the bid security remitted by the bidder along with the bid documents.

Sd /xx

Contractor:

Executive Engineer: TWAD

PRICE BID

- a. 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 general conditions of contract and drawing.
- b. 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 measure by the Engineer and agreed valued at the rate and prices tendered in the priced bill of quantities, where applicable and otherwise at such rates and price as the Engineer may fix within the terms of the contract.
- c. 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.
- d. All pages in the BOQ should be signed without omission.
- e. All corrections/over writing should be properly attested by the bidder.
- f. The total amount arrived based on the excess/less quoted on the "Abstract of BOQ" will only be taken as final value for comparison and finalisation of the tender.
- g. If there is any variation in the percentage quoted in words and figures, the lesser of the two will only be taken into consideration.
- h. The percentage quoted in the bid should be upto two decimal only.
- i. If the tenderer failed to score out the word either of "Excess" or "Less" the word less alone will be taken into consideration.
- J. The rates provided are inclusive of excise duty and the exemption if any availed should be passed on to TWAD Board .

Contractor:

Sd /--
Executive Engineer:TWAD

SCHEDULE-B
LIST OF DRAWINGS

NAME OF WORK:

Sl. No.	TWAD Board Manual for Rural Water Supply Refer.	Description
01	S.No. 4.11 (Fig. No. 4.1.1.1 to 4.1.1.2)	Pump Room (1.50mx1.50m)
02	Sl.No.7.1 (Fig.No.7.1.1 to 7.1.8)	SR.10,000 Litres
03	Sl.No.7.3 (Fig. No.7.3.1 to 7.3.8)	SR.30,000 Litres
04	Sl.No.7.5 (Fig. No.7.5.1 to 7.5.8)	SR 60,000 Litres
05	Sl.No.9.1 (Fig.No.9.1) (T.D.No. P&D 1/98)	Single tap public Fountain
06	Sl.No.9.2 (Fig.No.9.2) (T.D.No. P&D 2/98)	Single tap public Fountain
07	SL.No.9.3 (Fig. No.9.3) (T.D.No. P&D 3/98)	Single tap public Fountain
08	Sl.No.9.4 (Fig.No.9.4)	Single tap public Fountain (T.D.No. P&D 4/98)
09	Sl.No.9.5 (Fig. No.9.5) (T.DNo. P&D 5/98)	Single tap public Fountain
10.	Sl.No.10.1(Fig. No.10.1.1 to 10.1.4)	Mini Power Pump
11.	Sl.No. (Fig.No. 10:2.1 to 10.2.4)	Rain Water Harvesting
12.	Sl.No. (Fig. No. 10.3.1 to 10.3.11)	Valve Pits
13.	Sl.No. 10.4	School Tank

Note:

Drawings to be signed by the contractors as well as by officers entering into contract.

Sd/ --

Contractor:

Executive Engineer:TWAD

SCHEDULE-C
RATE OF PROGRESS

The seventh 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 respects within one month.

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 works	One month	100 %
2	After completion of all works Maintenance period one month at free of cost		

Contractor:

Sd/---
Executive Engineer:TWAD

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 handing charges.

The contractor shall ensure that the materials procured conform to the relevant BIS specification set out in the bid documents and also good quality. If the material is not covered by BIS they should confirm 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 respective should not be used on the works.

The Engineer incharge 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 materials.

Supply by Board

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

Contractor:

Sd/---
Executive Engineer:TWAD

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 Lakh	One LCE / DCE / LSE or retired JE / LSE (Civil) of TWAD (or) other Engineering Department	Rs. 2,000/- per month
2.	Above Rs. 5.00 Lakhs & upto Rs. 10.00 Lakhs	One B.E., (Civil) or equivalent degree holder with atleast one year experience (or) other Engg. Dept. (or) retired AEE of TWAD	Rs. 5,000/- per month
3.	Above Rs. 10.00 Lakhs & upto Rs. 25.00 Lakhs	One B.E., (Civil) or equivalent Engineering Department holder with atleast three years experience (or) retired AEE of TWAD or other Engg. Dept. in addition to one LCE / DCE / LSE holder	Rs. 7,000/- per month (Degree Rs. 5,000/- Diploma Rs. 2,000/-)
4	Above Rs. 25.00 Lakhs	One B.E., (Civil) or equivalent Engineering Degree holder with atleast three years experience (or) retired AEE to TWAD or other Engg. Dept. in addition to two LCE / DCE / LSE holder	Rs. 9,000/- per month (Degree Rs. 5,000/-, Diploma Rs. 2,000/-)

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

Contractor:

Sd/--
Executive Engineer:TWAD

SCHEDULE – F**PAYMENT SCHEDULE**

1. **Infiltration Well:**

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

2. **Openwell:**

(Applicable only if the diameter of the well is atleast 5 meters)

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

3. **Pumping Main:**

After supplying, laying, jointing and testing of pipeline for every 1 KM and part thereof entire length whichever is less	Upto 70% of the value of work done
After satisfactory commissioning of the entire length of main	Upto 95%
After completion of the Maintenance period of the scheme as a whole	Balance 5%

4. **Sump:**

After completion upto floor slab	Upto 30%
After completion upto roof slab	Upto 70%
After completion of the entire work including pipe connection etc.	Upto 95%
After completion of the Maintenance period of the scheme as a whole	Balance 5%

5. **Service Reservoir:**

After completion of work upto average GL	Upto 25%
After completion upto floor slab	Upto 75%
After completion of the entire works including pipe connection etc. and issue of water tightness certificate by the Engineer-in-charge	Upto 95%
After completion of the Maintenance period of the scheme as a whole	Balance 5%

Sd/--

Contractor:

Executive Engineer:TWAD

6. **Distribution System:**
 After supplying, laying, jointing and testing of pipe line for every 1 KM and part thereof or entire length whichever is less Upto 70% of the value of work done
 After satisfactory commissioning of the entire length of main Upto 95%
 After completion of the Maintenance period of the scheme as a whole Balance 5%
7. **Valve Pits and Public Fountains:**
 After completion of entire works Upto 95%
 After completion of the Maintenance period of the scheme as a whole Balance 5%
8. **Pumping Plant:**
 After receipt of pump, motor, valves, cable, control panel, transformer at site Upto 75%
 After erection of pump, motor and accessories Upto 85%
 After commissioning of the Pumping Plant and testing Upto 95%
 After completion of the Maintenance period of the scheme as a whole Balance 5%
9. **Pumphoom:**
 After completion upto plinth level Upto 35%
 After completion upto roof slab Upto 70%
 After completion of the entire work Upto 95%
 After completion of the Maintenance period of the scheme as a whole Balance 5%
10. **Other items of work:**
 On completion of the entire job Upto 95%
 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.

Sd/--

Contractor:

Executive Engineer:TWAD

12. **Maintenance Charges: Free of cost**

Note:

Maintenance of the Scheme

The period of maintenance for scheme are as follows:

i) Individual power pump schemes	One Month, from the date of commissioning
ii) CWSS scheme upto a value of Rs.25 Lakhs	2 months from the date of commissioning
iii) CWSS scheme of value more than Rs. 25 Lakhs and upto Rs. 50 Lakhs	3 months from the date of commissioning

During the maintenance period, if any defects either on material or work are noticed, the same should be attended to free of cost by the contract. 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 upto the percentage mentioned above for the stage of progress of each component.
- Payments shall become eligible only for finished items of work in all respects.

Sd/--

Contractor:

Executive Engineer:TWAD

Deductions 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 rate as may be specified by the income tax department from the bills from time to time.
- ✓ Deduction of 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).
- ✓ As per B.P. Ms. No. 151/C/Wing/dt. 27.08.2004, a recovery of 0.30% of contract value should be made from your bill as "Contribution towards the fund constituted for the benefit of registered manual contract workers of the Tamilnadu Construction Welfare Board.

Contractor:

Sd/--
Executive Engineer:TWAD

SPECIAL CONDITIONS OF CONTRACT

1) **Royalty Charges**

Except where otherwise stated, the contractor shall pay all seignorage and other royalties rent and other payments or compensation, if any for getting stone, sand, gravel day or other materials required for the work. The contractor is not eligible for any payment in this regard from the Board.

2) **Earthwork Excavation**

The bidder should be 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 will be paid for excavation of trench on account of any variations in the classifications 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 uncommenced or unfinished. However total amount of penalty imposed during the stipulated period of completion of the work shall not exceed 5% of the contract value

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 on the programme schedule in any of the components shall issue a show cause notice either by RPAD or through personal service to the firm / contractor for rectification of the defective construction / slippage in the programme schedule giving 15 days time for furnishing the reasons therefore by the firm / contractor. In cases where the reasons adduced by the firm / contractor are not convincing, the penalty contemplated in the agreement condition shall be invoked. If the delay is due to reasons beyond the control of the contractor, the 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 valied reasons which are to be recorded.

4) **Liquidatd Damages**

If the contractor fails to complete the work or part thereof within the stipulated completion period, he shall be liable topay liquidated damages at Rs. 500 per day of delay for each incomplete part till the date of completion and handling 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.

Contractor:

Sd/--
Executive Engineer:TWAD

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 the 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 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 involved 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 the 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 work man like manner and both as regards materials and every other respect in strict accordance with specificatio. 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 incharges. And completion of the entire work as per the specifications of the Engineer incharge, the contractor shall obtain the completion certificate from the Executive Engineer.

6) Alternation to specification and design

The Engineer incharge shall have the power to make any alternation or additions to the original specification, drawing, design and instructions that may appear to him to be necessary during the progress of work and the contractor shall bound to carry out the work in accordance with the instruction in this connection which may be given to him in writing signed by the Engineer incharge and such alternation 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 inforce.

7) Contractor Liability

During the period of 12 months from the date of completion as certified by the Executive Enginee,r the said work is found to be defective in any manner whatsoever, thecontractor shall forthwith, on receipt ofnotice in that behalf from the Executive Engineer duly commence execution and completely carry out at his cost in every respectall the work that may be necessary for rectifying and setting right the defect specified therein strictly accordance and in the manner prescribed and under the supervision of the Engineer incharge.

Contractor:

Sd/--
Executive Engineer:TWAD

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 incharge 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 Bill

In addition to the initial security, an amount of 5% of the total value of each bill will be recovered as additional Security Deposit. The Security Deposit less any amount due to the Board and 2 ½ % out of the held amount shall be released in final bill which shall be prepared after the work is completed in all respect and after completion of the maintenance period.

Sd/--

Contractor:

Executive Engineer:TWAD

PAYMENTS AND RETENTION:

- a) In respect of pipe laying works and for the work where water tightness and soundness are not watched for more than 6 months, payments will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the Engineer of a sum equal to 95% of the value of the finished work done by the contractor as so certified and the balance of 5% will be withheld and retained as security for the due fulfillment of the contract. Under the certificate to be issued by the Engineer on the completion of the 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 ½ % 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 accordingly 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 from his liability to make good defects as provided by the contract. The contractor when applying for a certificate shall prepare a sufficient detailed bill based on the original figures of quantities and rates in the contract schedule to the satisfaction of the Engineer to enable the Engineer to check the claims and issue the certificate. The certificate as to such of the claims mentioned in the application as are allowed by the Engineer shall be issued within (14) fourteen days of the application. No application for a certificate shall be made within (14) fourteen days of a previous application. The amount to be withheld in each bill is 5%.
- b) In respect of building works RCC reservoir and other works where water tightness and soundness are to be watched for more than 6 months notwithstanding the above clause, the retention amount of 2 ½ % from the final bill in respect of contract for original construction or original building works, construction of RCC reservoir works etc. Will be retained by the 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 hereof which ever shall be later and on production of an indemnity bond for the above amount for a further period of three years beyond the above said two years to ensure structural stability.

Contractor:

Sd/--
Executive Engineer:TWAD

- c) In addition to the without 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 the 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 an indemnity bond in lieu of the recovery of 40% in each bill in prescribed form in stamp paper for a value of Rs. 100.00 towards water tightness and structural stability of the reservoir / water retaining structure. The period of guarantee required by the contract shall be two years from the date of completion and handing over (with filling of water upto maximum water level in the case of service reservoir / OHT). if defects are noticed within the stipulated period of 24 months of satisfactory performance, the defects should be rectified by the contractor at this 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 the other water retaining structures should be done by the contractor at his own cost inclusive of all necessary equipment water etc. complete. The tenderer shall be solely responsible for the accuracy of the design and the details of the structure. The test for the water tightness of the structure as well as materials of construction used shall be conducted in conformity with the standard specification as per IS 3370 (Part I) 1965 as mentioned from time to time and the other specifications as mentioned in the technical specification schedule.
- d) Income Tax shall be deducted at two (2) percent of the gross amount of each bill or at the ruling rates fixed by the Government of India from time to time.
- e) In the event of the death of 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 opinion of the Engineer, be terminated by notice in writing posted at the site of the work 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 schedules or rate approved by the competent authority to the person or person entitled to receive and give a discharge for the payment.

Contractor:

Sd/--
Executive Engineer: TWAD

9. Recovery of money payable to the TWAD Board

All losses, cost, 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 Board to the contractor under any contract or otherwise how so ever and in case such money then due or become due to the contractor by the Board shall be insufficient to pay such losses, cost, 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 promising 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 parts 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 with drawing or modifying his bid during the period of validity.
- In the case of a successful bidder falling to furnish the prescribed performance Security Deposit within the stipulated time.
- In the case of successful bidder failing to enter into agreement within the stipulated time.
- In case of bidder severing the conditions after intimation of the acceptance of the bid.

Contractor:

Sd/--
Executive Engineer:TWAD

13. Forfeiture of performance security (Security Deposit)

In 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.

Contractor:

Sd/--
Executive Engineer:TWAD