

TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD

TENDER DOCUMENTS ON TURN KEY BASIS

1	Tender Notice No.	TENDER NOTICE NO. 05/JDO/F.Trenchless/ 2020/ Dt. 03. 03.2020
2	Name of Work	Supply and Laying of Pipe Line by Trenchless method across at KM 591/700-800 in between Sankarankoil - Rajapalayam Railway stations under CWSS to Sankarankoil, Puliyanakudi Municipalities, Thiruvankadam Town Panchayat in Tirunelveli District and Rajapalayam, (AMRUT) Sivakasi, Thiruthangal Municipalities in Virudhunagar District - Package – II
3	Eligible class of Contractor	Contractor registered in TWAD Board / any other State or Central Government / Undertakings. Must have Class II and above [Contractor's Registered for doing road / railway crossing work by trenchless technology method only eligible]
4	Amount of EMD	Rs.35,200/- in favour of Executive Engineer, TWAD Board, Project Division, Rajapalayam
5	Last Date for submission of Tender	20.03.2020 Upto 3.00 P.M.
6	Date and time of opening of Tender	20.03.2020 at 3.30 P.M.
7	Tender should be valid for 90 days	
	Cash Receipt No.	
	Issued to	

CONTRACTOR

Sd/---
EXECUTIVE ENGINEER

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
PROJECT DIVISION, RAJAPALAYAM
NOTICE INVITING TENDER

TENDER NOTICE NO. 05/JDC/P.Trenchless/2020/Dt: 03.03.2020

For and on behalf of TWAD Board sealed Tenders are invited in the prescribed form will be received by the Executive Engineer TWAD Board Project Division No. 62 B Tharmapuram Street, Balaj Complex, near Thirupathiannan Koil, Rajapalayam-625117 for the works as detailed below. The date and time for receipt and opening of Tender are noticed below. The name of work and due date of Tender shall be superscribed in the cover of the Tender.

Sl. No.	Name of Work	Period of sale of Tender document	EMD Value	Last date & time for receipt of Tender	Date of opening of Tender	Eligibility of the Contractor	Tender schedule cost
1	Supply and Laying of Pipe Line by Trenchless method across at KM 59.1700-800 in between Sankarankoil Rajapalayam Railway stations under CWSS to Sankarankoil, Puliyanakudi Municipalities, Thiruvankadam Town Panchayat in Tirunelveli District and Rajapalayam, (AMRUT) Sivakasi, Thiruthangal Municipalities in Virudhunagar District - Package - II	06.03.2020 to 15.03.2020	Rs.35,200/-	20.03.2020 upto 3.00 PM	20.03.2020 at 5.30 PM	Class II and above	Rs.116000/- including GST 18% (Rs.100000+16000)

1. Period of Completion - **TWO Months.**

2. Contractors registered under the appropriate class and those who had executed the work for the value mentioned against each work are eligible to tender for this work. Contractors registered in other Departments and Undertakings of the Central or State Government in the corresponding class, who have executed similar works of the same or higher magnitude are also eligible to tender for this work.

3. The tender schedule can be obtained during office hours on working days. The E.M.D. Should be in the form Demand Draft or order drawn in the Nationalized Bank in favour of the Executive Engineer, TWAD Board, Project Division, Rajapalayam. If the tender schedule required by post an amount Rs.250/- is to be paid additionally and in such cases the Board will not be responsible for the delay or loss during transit.

4. The Executive Engineer, TWAD Board, Project Division, Rajapalayam reserves the right to reject any or all the tender without assigning any reasons there for.

5. Tender download website (at free of cost) www.twadboard.tn.gov.in and www.tenders.tn.gov.in


 Executive Engineer, TWAD Bd
 Project Division Rajapalayam

To
 Registered Contractors of TWAD Board (Class II and above)

CONTRACTOR

Sd/---
 EXECUTIVE ENGINEER

LETTER OF CONSENT

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

Signature of Contractor.

CONTRACTOR

Sd/---
EXECUTIVE ENGINEER

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
LETTER OF TENDER

Date :

To
 The Executive Engineer,
 TWAD Board,
 Project Division,
 Rajapalayam

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, Project Division, TWAD Board, Rajapalayam 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 % Excess/ Less over the department value of **Rs. 35,18,696 (Rupees Thirty five lakh Eighteen thousand Six hundred and ninety six 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 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 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 not carry 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 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 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 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 or expedient.
8. I/we have also carefully examined the TWAD Board Manual for Rural water Supply Schemes – Detailed Standard Specifications and General Conditions of Contract and

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Sd/---
EXECUTIVE ENGINEER

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 number in Bill of quantities (Schedule-A).

- 9 In consideration of the payment of **Rs. 35,18,696 (Rupees Thirty five lakh Eighteen thousand Six hundred and ninety six 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 from 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 thereafter 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 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 Special conditions of contract.
12. The term Executive Engineer in the said condition shall mean the Executive Engineer, TWAD Board in charge of the Division having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved 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 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 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.

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INSTRUCTIONS TO BIDDERS

1. **Description of works**

Supply and Laying of Pipe Line by Trenchless method across at KM 591/700-800 in between Sankarankoil - Rajapalayam Railway stations under CWSS to Sankarankoil, Puliyanakudi Municipalities, Thiruvankadam Town Panchayat in Tirunelveli District and Rajapalayam, (AMRUT) Sivakasi, Thiruthangal Municipalities in Virudhunagar District - Package – II

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

3. **Qualification Criteria**

The Bidder should have registered as **class II & above** contractor in TWAD Board / 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.

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.

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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 responsible 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 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.

8. Language of Bid

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

9. Document comprising the Bid

The bid to be prepared by the bidder shall comprise the entire documents in full, say the Tender documents and Appendix there to the Bid Security, 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 Schedules in the same format.

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10. Prices

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

11. Bid Validity

The bids shall remain valid and open for acceptance for a period of 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 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 permitted to modify his bid, but will be required to extend the validity of his bid security accordingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

12. Bid Security (Earnest Money Deposit)

The bidder shall furnish as part of his bid, the Bid Security(Earnest Money Deposit) **35,200.00 (Rupees Thirty five Thousand and Two Hundred Only)** in any one of the following forms duly pledged or drawn in favour of the Executive Engineer, TWAD Board, Project Division, Rajapalayam.

1. Demand draft drawn in a Nationalized Bank in favour of the Executive Engineer concerned.

13. Deadline for submission of Bids

The tender shall be received by the Executive Engineer, TWAD Board, Project Division, Rajapalayam at his office at not latter than 3.00 p.m on **20.03.2020**. The Engineer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with clause 7 above, in which case all rights and obligations of the 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 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, Project Division, Rajapalayam under no circumstances shall be responsible for the delay or loss or damage to the Bid Documents in transit.

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15. 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.

16. Bid Opening

The tender will be opened by the Executive Engineer at **3.30 p.m. on 20.03.2020** in the premises of the office of the Executive Engineer, TWAD Board, Project Division, Rajapalayam.

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 documents 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.

17. 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 drawl of the non-conforming deviation or reservation. However, the decision of the employer shall be final and binding in all these matters.

18. 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.

19. Right to Accept or Reject the Bids

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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.

20. Notification of Award

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

21. Performance Security (Security Deposit) and Agreement

The successful bidder on getting the work order from the Executive Engineer shall remit the Performance Security 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, Project Division, Rajapalayam within 7 days from the date of receipt 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 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.

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.

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. (B.P. Ms. No.117 dt.25.09.2003)

22. 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 15 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

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PRICE BID

1. Bill of quantities shall be read in conjunction with the instructions to bidders and TWAD Manual for Rural Water Supply Schemes – Detailed Standard Specifications and General Conditions of Contract and Drawings.
2. The quantities given in the bill of quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be actual quantities of work ordered and carried out, as measured by the Engineer and agreed by the contractor and valued at the rate and prices tendered in the priced bill of quantities, where applicable, and otherwise at such rates and price as the Engineer may fix within the terms of the contract.
3. The rates and prices tendered in the 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.

BOQ - Attached Separately-

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SCHEDULE – BLIST OF DRAWINGS

Name of Work	Supply and Laying of Pipe Line by Trenchless method across at KM 591/700-800 in between Sankarankoil - Rajapalayam Railway stations under CWSS to Sankarankoil, Puliyanakudi Municipalities, Thiruvankadam Town Panchayat in Tirunelveli District and Rajapalayam,(AMRUT) Sivakasi,Thiruthangal Municipalities in Virudhunagar District - Package – II
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Sl. No.	Drawing No.	Description
- Available in Division –		

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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 } : **Two months.**
 respects within

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

Name of Component	Period from commencement	Completion in term of % age
Supply and Laying of Pipe Line by Trenchless method across at KM 591/700-800 in between Sankarankoil - Rajapalayam Railway stations under CWSS to Sankarankoil, Puliyanakudi Municipalities, Thiruvenkadam Town Panchayat in Tirunelveli District and Rajapalayam, (AMRUT) Sivakasi, Thiruthangal Municipalities in Virudhunagar District - Package – II	Two months	100%
Contractor Maintenance	1 Month	

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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 materials 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 for the removal of the same and replacement with quality material.

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 authorized omission from the scope of the contract.

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SCHEDULE – E
TECHNICAL STAFF TO BE EMPLOYED

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

Name of the member of Technical Staff to be employed :

Qualification :

The details of value, scale and minimum qualification prescribed for the employments 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 LCE/DCE/LSE or retired JE/LSE (Civil) of TWAD or other Engineering Department	Rs.2000/- per month
2	Above Rs.5.00 Lakhs & upto Rs.10.00 Lakhs	One B.E. (Civil) or equivalent engineering degree holder with atleast one year experience or retired AEE of TWAD or other Engg.Department	Rs.4000/- per month
3	Above Rs.10.00 Lakhs and upto Rs.25.00 Lakhs	One B.E. (Civil) or equivalent engineering degree holder with atleast three years experience or retired AEE of TWAD or other Engg.Department in addition to one LCE/DCE/LSE holder	Rs.6000/- per month (Degree holder) + Rs.2000 per month (Diploma holder)
4	Above Rs.25.00 Lakhs	One B.E. (Civil) or equivalent engineering degree holder with atleast three years experience or retired AEE of TWAD or other Engg.Department in addition to one LCE/DCE/LSE holder	Rs.6000/- per month (Degree holder) + Rs.4000 per month (Rs.2000 per month for Diploma holder)

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

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SPECIAL CONDITIONS

1. The work consists of Supply and Laying of Pipe Line by Trenchless method across at KM 591/700-800 in between Sankarankoil - Rajapalayam Railway stations under CWSS to Sankarankoil, Puliyanankudi Municipalities, Thiruvankadam Town Panchayat in Tirunelveli District and Rajapalayam,(AMRUT) Sivakasi,Thiruthangal Municipalities in Virudhunagar District - Package – II The tenderer / contractor should have executed at least one work of similar nature successfully i.e. pushing/jacking method MS pipes in various sizes under traffic conditions in one locations.
3. The tenderer should have necessary plants and equipments such as high capacity jacks along with other supporting vehicles, tools and plants etc., and the list of such plant and equipment proposed to be utilized for the work shall be specified along with the tender.

The contractor shall have to make suitable arrangements to test the pipes as per instructions of the Engineer in charge and shall have to furnish the test report to the Engineer in charge for his approval before a particular pipe can be allowed to be used in the permanent work. The testing of pipes as mentioned above is the part of the contract and no extra payment will be made for the same. If a pipe is found to develop any deformations during the jacking, it shall be repaired/ replaced suitably at the cost of contractor and no extra payment will be made for the same.

4. Construction of drive pit with RCC thrust wall with requisite thickness and size shall be by open excavation and the drive pit is to be adequately protected from collapse by providing necessary shoring, steel sheeting etc., sheet piling if necessary.
5. Construction of reception pit shall be of suitable dimension at the far end of the pipe line for salvaging the front shield shall be of open excavation with timber or other suitable shoring at the front of the jacked pipe.
6. Driving of pre cast MS pipe should be done by hydraulic jacking method with suitable welded joints of adjacent pipe units under traffic conditions without causing any hindrance to the movement of running traffic. Providing of an intermediate jacking station if necessary for laying of M.S. pre fabricated pipe below the Railway crossing has to be included within the quoted rates of the tenderer. The jacking load on the driving rig and the walls can be reduced by the use of intermediate jacking station is

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provided the jack shall be removed at the end of drive and the gap between the pipes shall be removed at the end of drive and the gap between the pipes shall be closed by pushing rear pipe or by spot fabrication giving proper attention to make the joints leak proof.

7. The hole to be drilled for pushing the M.S. encasing pipe should be to accommodate the M.S. encasing pipe only and the casing pipe should be pushed simultaneously into the drilled earth as pits progresses to keep the formation supported and to prevent any settlement of track under no circumstances, bored earth should be left without casing pipe.
8. The M.S. encasing pipe should be laid in even bearing/ level throughout its length with proper gradient as specified by the Engineer incharge or as required as per design considerations.
9. Mobilization of all necessary plants and equipments like shield, jacking rig, hydraulic jack spacers etc., as well as all temporary services and installations in connection with the work shall be arranged by the tenderer/ contractor at his own cost. All such plants, equipments, installations etc., which are owned by the contractor shall be removed from the site after successful completion of the work.
10. The tenderers rates shall include excavations as necessary in all kinds of soil including Hard rock for completion of the work. Excavation shall also be required to be carried out from inside the pipes and shield while laying the pipes. The contractor shall provide necessary arrangements for such excavation work. Stabilization of ground during excavation by any method for safety of the Railway crossing shall be included in the tenderers offer. All surplus excavated soil shall be disposed off the site in a place directed by the Engineer incharge.
11. Dewatering of water from all trenches, pits shall be done mechanically. TWAD Board will not entertain any extra on account of dewatering of such soil water by use of special dewatering techniques as the same is already included under the scope of the works envisaged in this tender.

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EXECUTIVE ENGINEER

12. The excavated earth should be disposed off and cleared off from Railway land or dumped in the low lying areas as specified and as directed by the Railway and Engineer incharge.
13. The tenderer/ contractor should arrange the required power supply and water supply at his own cost.
14. The payment will be made only for the actual length of encasing pipe line laid in good condition. The length of crossing by pipe jacking method of Trenchless Technology should be restricted to the barest minimum to comply with the requirements of the Railway crossing authorities.
15. The rates include the cost of cement and steel required including all allied labour, tools and plants and other materials etc., complete for this work.
16. The work should be carried out to the correct alignment and depth with proper gradient as specified by the Engineer incharge.
17. The work shall be completed within **Two months**.
18. No approach road will be laid by the Department for conveyance of materials to site of works. Tenderer/ Contractor will have to take his/ their own arrangements for this work without any hindrance to the traffic and pedestrians on the Railway crossing duly fixing display sign boards and other caution boards.
19. It is the responsibility of the contractor for the safe loading from site of collections to the site of loading and any loss of damage caused to adjacent Railway crossing property will have to be made good by the contractor at his own cost.

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SPECIAL CONDITIONS OF CONTRACT

1. 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 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, 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.

2. 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 handing 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

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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.

2. 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 specification. The contractor shall also confirm exactly fully and faithfully to the designs drawing and instruction in writing relating to the work signed by the Engineer in charge. And completion of the entire work as per the specifications, drawing, terms and conditions of the contract and to the satisfaction of the Engineer in charge, the contractor shall obtain the completion certificate from the Executive Engineer.

4. Alteration to specification and Design

The Engineer in charge shall have the power to make any alteration or additions to the original specification, drawing, design and instruction that may appear to him to be necessary during the progress of work and the contractor shall bound to carryout 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.

5. 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 carryout 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

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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 forth with 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.

6. With held amount in Running Bills

In addition to the initial security, an amount of 5% of the total value of each bill will be recovered as additional security deposit. The security deposit less any amount due to the Board and 2½% out of the with held amount shall be released in final bill which shall be prepared after the works are completed in all respect and after completion of the maintenance period.

7. PAYMENTS AND RETENTION:

(a) In respect of pipe laying works and for work where water tightness and soundness are not watched for more than 6 months, payments will be made to the contractor under the certificates to be issued at reasonably frequent intervals by the Engineer of a sum equal to 95% of the value of the finished work done by the contractor as so certified and the balance of 5% will be withheld and retained as security for the due fulfillment of the contract. Under the certificate to be issued by the Engineer on the completion of entire work, the contractor will receive the final payment of all the money due or payable to him under or by virtue of contract except performance security and the retention amount equal to 2½% 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 hereof whichever shall last happen. In the event the final bill remains unpaid even after the period of six months aforesaid the Engineer shall refund the security deposit and also the withheld amount on a separate bill if requested for by the contractor in writing. No certificate of Engineer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates nor shall it relieve the contractor from his liability to make good defects as provided by the contract. The

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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) Income Tax shall be deducted in each bill at the ruling rates fixed by the Government of India from time to time.

(c) 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.

8. 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 contractor 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.

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9. 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.

10. 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. Forfeiture of Bid Security (EMD)

The Bid Security shall be forfeited on the following grounds.

- In the case of bidder withdrawing or modifying his bid during the period of validity.
- In the case of 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.

12. 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.

13. Jurisdiction of Court

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

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