TAMILNADU WATER SUPPLY AND DRAINAGE BOARD

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WSIS to Pandamangalam Town Panchayat in Namakkal District-Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m <u>dia at river</u> Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete including Trial Run, Commissioning and Maintenance of the Scheme.

TECHNICAL BID

COVER - I

SALEM-NAMAKKAL CIRCLE, SALEM

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD TENDER DOCUMENTS

Chit Tender Notice No.07 / F.Pandamangalam/ Fourth Call /DO2/ /SNC/SLM/2013/Dt. 30.05.13

Name of work: WSIS to P a n d a m a n g a l a m Town Panchayat in Namakkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m dia @ river Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete including Trial Run, Commissioning and Maintenance of the Scheme.

2. Eligible Tenderer	:Class II and above
3. Amount of Bid Security	:Rs. 50,000/-
4. Last date and time for the Receipt of tender	: 10.07.2013 up to 3.00 P.M.
 Date and time of Opening of Technical bid (Cover – I) 	: 10 .07.2013 @ 3.30 P.M.
6. Validity of tender	:120 days from the date of Opening of Technical bid (Cover – I)
7. Cost of tender schedule	:Rs.1,050/- (Rs.1,000 + VAT Rs. 50/-) including Taxes.(Not refundable)
Sold to	:Total No.of Sheets in Face documents:SheetsTotal No.of Sheets in Technical Bid:SheetsTotal No.of Sheets in Price Bid:51 Sheets

Certified that the undersigned has verified and enclosed all this documents without any omission

Signature of Bidder

Tender issuing authority / seal Executive Engineer, TWAD Board,

Receipt No. /Rs. /Date

Signature of Superintendent

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For Office use only

Enclosed the Bid Security for Rsin the form of				
bearing No				
dated issued by				
in favour of Executive Engineer, TWAD Board,				

- 1. The FDR/Call Receipt issued by the Bank
 Yes / No

 contain lien certificate issued by the Bank for
 encashment by the Department
- 2. In the back of the FDR, the contractor has Yes / No furnished and signed over the Revenue stamp to the effect of forfeiture of the Bid Security.

Signature of Tender opening authority/Date

Designation

TECHNICAL BID

- When the Bid Documents obtained through internet, the bidder shall submit the tender to the Tender inviting authority as prescribed in the IFB of Bid documents.
- 2. I/We do hereby certify to the effect that no correction/alternation on the bid document as found in the web site was made by me/we and I/we shall abide by all the terms conditions and specification contained in the bid document

Signature of bidder

SPECIAL ATTENTION

The Bidders are requested to note that while attending the price bid opening they should depute their authorised representative, with the copy of power of attorney duly signed by the Notary Public for negotiating the tender percentage on the same day of opening of price bids so that the negotiation can be done immediately after the opening of the price bids

In case of individual tenderers, the contractor himself choose to be present for the opening of price bid and for negotiation of the tender on the date of opening of price bid itself.

Signature of bidder

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TAMILNADU WATER SUPPLY AND DRAINAGE BOARD INFORMATION TO BIDDERS Chit Tender Notice No.07/F.Pandamangalam/Fourth Call /DO2/SNC/SLM/2013/Dt.

30.05.13

1.	Name of work		WSIS to Pandamangalam Panchayat in Namakkal Distr delivery, erection and commission open well submersible pump sets works site, Supply, delivery, Layin & Testing of Pumping Main and F main, Construction of Infiltration v 4.50m dia at River Cauvery, Conne from Infiltration well to river bank, anchorage arrangements, Construct LL Capacity Service Reservoir with staging height with pipe connectior Construction of pump Room of Size 2mx2.40m etc., complete including Commissioning and Maintenance of Scheme.	ict- Supply, ing of a t Head g, Jointing eeder well of cting main with tion of 0.90 16m 1, e 3m x g Trial run,
2	Form of contract	:	Percentage Tender System	
3	Cost of Bid documents	:	Above Rs.25.00 lakhs= Rs.VAT 5 %= Rs.Total Rs.	1,000.00 50.00 1050.00
4	Bid security	:	Rs. 50,000 (Rupees Fifty Thousand o	only)
5	Period of sale of Bid Documents	:	From 10.06.13 to 08 .07.13 upto 5.45 P.M	
6	Bid documents available with	:	The Executive Engineer, TWAD Board, Urban Division, 172,State bank Officers colony, Sale Ph.No.0427-2333667	m-636004.
7	Last date and time for submission of Bid documents	:	Upto 3.00 PM on 10.07.2013	
8	Date and Time of opening of Technical Bids (Cover I) and place of opening	:	3.30 PM on 10.07.2013 at office of the Superintending Eng TWAD Board, Salem-Namakkal Circl 11,Gandhi road,Salem-636007.	-
9	Project completion period	:	6 (Six) Months	

10	Qualification criteria				
I	PHYSICAL	:	The bidder either individually or joint venture should have completed and commissioned the following works for any of the central / state Government departments / quasi Government / private organizations / Government undertakings.		
a)	CI/DI Pipe	:	Should be completed and commissioned satisfactorily atleast 500 m length.		
b)	PVC Pipe	:	Should be completed and commissioned satisfactorily atleast 1 km length.		
c)	Infiltration Well	:	Should be completed and commissioned satisfactorily similar type of work.		
d)	Pumproom	:	Should be completed and commissioned satisfactorily similar type of work.		
e)	Open well Submersible Pumpset	:	Should be completed and commissioned satisfactorily similar type of work.		
f)	Service Reservoir	:	Should be completed and commissioned satisfactorily 60000 LLSR.		
	The tenderer should enter into proper agreement within the Sub Contractor proposed to be sublet and furnish the documentary evidence along with the Bid. The Joint Venture produced for the particular work should be from a Single Contractor. The experience gained in the last five years alone shall be taken into account to assess the performance eligibility, of the Bidder.				
II	FINANCIAL	i	The bidder should have achieved a minimum annual turn over of Rs 20.00 Lakhs (Equivalent to 25 % of the estimated value of work) in any one of the previous five financial years. Annual Turn over of past five years should be certified by Registered Chartered Accountant. The certificate should be affixed with the seal of the office of the Chartered Accountant with the Registration Number legibly. The main contractor/lead partner in case of		
			joint venture should account for 40 % of the value of work put to tender on his own.		

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		iii	The Assessed bid capacity should be more than the total value of work put to tender.
		iv	Auditors balance sheet produced should be tallied with that of the Income tax statement, without any discrepancy in income and turn over figures.
		V	The tenderers should be insisted to furnish the break up details for the annual turnovers with the details of works carried out in private Institutions and also in TWAD Board
11	Performance Security	:	2% of the value of the contract on acceptance of the bid and Additional Security Deposit will be collected as per Bid documents.
12	Validity of bid	:	120 days from the date of opening of Technical Bid (cover I)

The Bid security should be in the form of Demand Draft drawn on a Nationalised Bank or Deposit at call receipt and Fixed deposit receipt from Scheduled Bank, Government security, National Saving certificate, Post office savings bank deposit purchased within the state of Tamilnadu drawn/pledged in favour of the Executive Engineer, TWAD Board, Urban Division,172,State bank officers colony, Salem-636004.

Note: FDR and Deposit at call receipt should contain a lien certificate issued by the Bank for encashment by Department. The FDR furnished by the firm should also bear the signature of the authorised signatory on a revenue stamp at the back of the F.D.R.

The cost of the Bid Documents should either be remitted in cash or in the form of Demand draft drawn in favour of the Executive Engineer TWAD Board, The Executive Engineer, TWAD Board, Urban Division, 172,State Bank officers colony, Salem-636004 payable at Salem . The contractor/firm who are desirous of obtaining the Bid Documents by post will have to remit additionally Rs.1000/-and in such cases the Board will not be responsible for the delay or loss during transit.

The Bid Documents can also be obtained from any Superintending Engineer / Executive Engineer's offices of TWAD Board Office by remitting the cost of the document.

The Bid Documents can also be freely down loaded from the web site in http://tenders.tn.gov.in and used. The eligibility criteria and other terms and conditions as per bid documents will be followed strictly.

Two cover systems will be adopted, **the first cover** containing the Technical Bid and Bid Security and **the second cover** containing the Price Bid. Both Technical as well as Price Bid should be filled in with relevant details and duly signed and the completed bid documents in separate cover should be submitted in a common cover.

All the covers should be sealed (wax sealing) and super scribed properly and the common cover containing the Technical and Price Bid should either be dropped in the Tender box or delivered by Registered mail addressing to The Superintending Engineer, TWAD Board, Salem-Namakkal Circle, 11,Gandhi road, Salem-636007. Superintending Engineer, under no circumstances, shall be responsible for the delay or loss of documents in transit.

Pre Bid Meeting will be held on 25.06.2013 at 11.00 A.M in the premises of the office of the Superintending Engineer, TWAD Board, Salem-Namakkal Circle, 11,Gandhi road, Salem-636007.

The minutes of the pre-bid meeting will be hoisted in the web site.

The contractors/firms who are desirous of making field visits may do so at their own cost under intimation to the Executive Engineer concerned.

The Cover-I containing the Technical Bid will be opened on the date and time stipulated above. The Cover II containing the Price Bid of the contractors/firms, whose credentials are decided as having satisfied the qualification/eligibility criteria, will alone be opened on the date and time, which will be intimated to the respective bidders.

The undersigned reserves the right to reject any or all the Bid documents without assigning any reasons therefore.

I 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 Scheme - Which I have read and under stood.

Signature of Tenderer

II. Letter of Application

Letter head paper of the Applicant or lead partner of the Joint Venture, including full postal address, telephone no., fax no., telex no., cable address, and E.Mail)

Dated

The Superintending Engineer, TWAD Board, Salem-Namakkal Circle, 11,Gandhi road,Salem-636007. Ph.No.0427-2317351

Sir,

Contract No Contract Name

Attached to this letter please find copies of original documents defining

- the Applicant's legal status
- the principal place of business and
- the place of incorporation (for applicants who are corporation) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms).

Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and

TENDERER

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information submitted in connection with this application, and to seek clarification from the bankers and clients regarding any financial and technical aspects. This 'Letter of Application' will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify the statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.

This application is made in the full understanding that

- bids by the applicants will be subject to verification of all information submitted for consideration, at the time of bidding.
- your Agency reserves the right to
- amend the scope and value of any contract bid under this project
- and reject or accept any application, to cancel the entire bidding process and reject all the applications and
- your Agency shall not be liable for any such action and shall be under no obligation to inform the Applicants of the grounds for them.

It is hereby certified that the unit rates and price for all the items covered in the Bill of Quantities set out in the Price Schedule have been furnished clearly in figures and words and it is hereby agreed to execute the works at the rates and prices mentioned therein and to receive the payments on measured quantities as per the Conditions of the Contract.

It is hereby distinctly and expressly declared and acknowledged that before the submission of the bid, the instructions therein have been carefully followed and the Conditions of the Contract and other terms and conditions have been read. It is also declared and acknowledged that careful examination of the bid documents has been carried out with reference to the specifications,

quantities, location where the said work is to be done, investigation of the works to be done, materials required for this contract and their source and other requirements, covenants, stipulations and restrictions. It is distinctly agreed that no claim or demand will be made on the TWAD Board by the applicant, arising out of any misunderstanding or misconception or mistake of the said requirements, covenants, stipulations, restrictions, conditions etc on the part of the Applicant.

The Income Tax Clearance Certificate and Sales Tax Verification Certificate in currency are enclosed.

The Bid Security of Rs.50,000/- (Rupees Fifty thousands only) is enclosed in the shape of D.D / Deposit at call receipts / Govt.Security and NSC /Post Office Savings Bank A/c /FDR drawn/pledged in favour of the Executive Engineer,TWAD Board, Urban Division,172,State bank officers colony, Salem-636004. The FDR and deposits at call receipts should contain lien certificate issued by the Bank for encashment by department. The FDR furnished by the firm should also bear the signature of the authorized signatory on a revenue stamp at the back of the FDR.

It is hereby agreed that in case the bid is accepted, the Performance Security to the value and in the manner/ form prescribed by the Employer will be submitted and agreement entered into within the time frame stipulated for the due fulfillment of the contract. It is agreed that in the event of nonremittance of the required Performance Security and execution of the Agreement within the stipulated time frame, the Bid Security deposited with the bid will be forfeited. In the event of non acceptance of the bid offered by the Applicant, the Employer shall intimate the applicant of the rejection of his bid, upon which the applicant can get his Bid Security refunded on an application for the same. Any notice required to be served on the applicant shall be deemed

to have been sufficient if delivered personally or left at the address given herein or sent by post either by registered mail or ordinary. Such notice shall, if sent by post shall be deemed to have been served on the applicant at the time when in due course of post it would be delivered at the address to which it is sent. For all purposes, the address given herein will serve as permanent address and any change therein will be promptly intimated then and there.

It is fully understood and agreed that on receipt of communication of acceptance of the bid from the accepting authority, there emerges a valid contract between the Applicant and TWAD Board represented by the officer accepting the bid and is expressly agreed that the bid documents with the schedules, conditions of the contract, negotiation communications and other correspondence connected to this contract will all constitute the contract for this purpose and be the foundation of rights on both the parties.

It is agreed that time shall be considered as the essence of this contract and the work will be commenced immediately on getting information of the acceptance of the bid and any slow progress will be subjected to the relevant penal clauses contained in the Conditions of the Contract.

It is hereby agreed that the professionally qualified personnel to execute and supervise the works shall be deployed as required in clause 10 of General Conditions of Contract.

The Applicant hereby agreed to undertake full responsibility for the stability and soundness of the works executed.

The Applicant hereby agrees that the bid will not be withdrawn during the period of validity as indicated in the bid documents and also during such extended periods agreed to by the applicant. The Applicant agrees that in the event of withdrawal of the bid during the validity period or extended period, the Bid Security is liable to be forfeited by Employer.

It is explicitly understood that the Employer is not bound to accept the lowest or any bid the Board may receive. It is hereby agreed that the Employer reserves the rights to reject any or all the bids without assigning any reasons therefor.

Dated this day of Month of

> Signature of the Applicant (To be signed by the authorised Signatory with seal)

III. Instruction to Bidders

A. GENERAL

1. Scope of the Bid

This is a "Turnkey Contract" and the contractor is responsible for the execution of the water supply and sewerage works including the supply and installation of all materials, machineries, equipments etc in accordance with the specifications stipulated in the Bid Document and in conformity with the Quality Parameters laid down in the relevant BIS, TNBP, Bid Documents etc and completing the entire works in all respects satisfactorily and commissioning within the stipulated period and maintaining the scheme for the specified period

- 1.1 The Superintending Engineer, TWAD Board, Salem-Namakkal Circle, Salem (hereinafter referred as "Employer" in these documents) invites bids for the construction of works (as defined in these documents and referred as "the works") as detailed in the Bill of Quantities. The bidder shall submit price for all the works detailed in the BOQ.
- 1.2 The works covered in this turnkey bid would be as under:

Name of work:

WSIS to Pandamangalam Town Panchayat in Namakkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m dia at river Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete 1) Construction of Infiltration well – 4.50m dia 9.00m depth – 1no.

2) Connecting main from Infiltration well to river bank – 150mm dia CI D/f

Pipe – 150m with anchoring arrangements

3) Pumproom main from Infiltration well to proposed SR -

a) 150mm dia DI K7 Pipes – 1695m

b) 140mm OD PVC 4 Ksc - 475m

c) 110mm OD PVC 4 Ksc - 600m

d) 90mm OD PVC 4 Ksc – 250m

4) Open well submersible pumpset – 734 lpm x 62m head – 2 Nos with required accessories

5) Service Reservoir – 90,000litres – 1 Nos

6) Pumproom – 3.00m x 2.00m x 2.40m

1.3 The successful bidder will be expected to complete the works within the period stipulated for completion in the Programme Schedule.

1.4 In these bidding documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tender, bidding/tendering. etc) are synonymous.

2. Method of Bidding

- 2.1 If the bid is made by an individual, the bid documents shall be signed by the individual with his full name and current address.
- 2.2 If the bid is made by a proprietary concern, the bid documents shall be signed by the proprietor with his full name as well as the name of the firm and full address. In the case of an authorised person holding power of attorney signing the bid documents, a certified copy of the registered power of attorney should accompany the bid documents. The signature of the proprietor shall be attested by a notary public and enclosed as documentary evidence.
- 2.3 If the bid is made by a partnership firm, the bid documents shall be signed by all the partners of the firm along with their full names and current address with specific mention on the registered address of the firm. In the case of a partner holding power of attorney signing the bid documents, a certified copy of the registered power of attorney should

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accompany the bid. It is also mandatory to furnish a certified copy of the registered partnership deed, current address of the partners, and registered address of the firm along with the bid. The signature of all the partners/ power of attorney shall be attested by a notary public and enclosed as a documentary evidence.

- 2.4 If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorised person holding power of attorney for signing the bid documents in which case a certified copy of the registered power of attorney shall accompany the bid. Such limited company or corporation may be required to enclose satisfactory evidence of its existence along with the bid.
- 2.5 If the bid is made by Joint Venture/ consortium, it shall be signed by all the partners of the Joint Venture/ Consortium along with the full names and the current address. In case of the partner holding power of attorney for signing the bid documents, a certified copy of the registered power of attorney should accompany the bid. It is also mandatory to enclose a certified copy of the registered Joint Venture/ Consortium with the current address of the partners along with the bid.
- 2.6 The bids from the contractors/ firms shall be accompanied by an attested copy of the Income Tax Clearance Certificate and Sales Tax Verification Certificate relating to the year prior to the previous financial year. In the case of Joint Venture, each partner shall provide the Income Tax Clearance Certificate and Sales Tax Verification Certificate relating to one year prior to the previous financial year.

3. One Bid per Bidder

3.1 Each bidder shall submit only one bid for the whole scheme and in the case of packages, only one bid for a package. A bidder who submits or participates in more than one bid (other than sub contractors) will be disqualified.

4. Cost of Bidding

4.1 The bidder shall bear all the costs associated with the preparation and submission of his bid. The Employer will in no case be responsible for those costs, regardless of the conduct or the outcome of the bidding process.

5. Site Visit

- 5.1 The bidder, at the Bidder's own responsibility and risk is advised to visit and examine the site of works and its surroundings and obtain on his own all information that may be necessary for preparing the bid and entering into contract for the construction of the works. The costs of visiting the site and its surroundings shall be at the bidder's expense. Site levels, soil data made available are only for the information of bidder and the employer is not responsible for their correctness.
- 5.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents, will release and indemnify the Employer and his personnel or agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs and expenses incurred as a result of the inspection.

B. Eligibility/ Qualification Criteria

6. Eligible Bidders

- 6.1 The Invitation to Bid is open to any bidder meeting the following requirements:
- 6.2 A bidder shall not be associated nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the project
- 6.3 A bidder shall not be associated directly or indirectly with the firm engaged by the Board for providing consultancy services for the preparation and supervision of the works and any of its affiliates
- 6.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request

7. Qualification of the Bidder

7.1 General

- 7.1.1 Bidders shall provide the following as part of their bid in the prescribed formats:
- 7.1.2 A registered power of attorney authorising the signatory of the bid to commit on behalf of the bidder should be enclosed.
- 7.1.3 Proof of registration of the firm/ company under companies act should be enclosed.
- 7.1.4 Total monetary value of construction works performed in similar field during each of the last two years should be furnished in Annexure I
- 7.1.5 Annual turnover for the past five financial years (audited balance sheet for the last five financial years) should be enclosed. Annual turn over for the past five financial years should be certified by the Registered Charted Accountant. The certificate should be affixed with the seal of the office of the Charted Accountant with the registration number legibly.

- 7.1.6 Experience in works of similar nature and magnitude during each of the last five years, the details of works on hand and works for which bid already submitted should be furnished in the annexure II, III and IV respectively
- 7.1.7 List of equipments available with the bidder for deployment in the project should be furnished in annexure V
- 7.1.8 Technical, administrative and managerial personnel proposed to be employed for key site management in this work with their qualification details should be furnished in annexure VI
- 7.1.9 Evidence of access to lines of credit and availability of other financial resources. Credit line certificates from financial institutions should be enclosed.
- 7.1.10 Litigation details of the bidder with the details of the parties concerned and the amount involved should be furnished in annexure VII. The bidder should indicate clearly whether the bidder or any partner of the joint venture has been block listed, banned or debarred in any other organisation. Non-production of this information are conceal if the same will lead to disqualified.
- 7.1.11 Proposals to sub contract components of the works with experience details of the subcontractor in similar nature of works proposed to be sublet should be furnished in annexure VIII along with sub contract agreement.
- 7.1.12 An undertaking to execute and complete the work within the stipulated period as per the programme schedule should be enclosed
- 7.1.13 Income Tax Clearance Certificate / Latest Assessment Order in currency as proof of having remitted the income tax for the year prior to the previous financial year (with reference to the year in which the bid is opened)
- 7.1.14 Sales Tax Verification Certificate as proof of having remitted the sales tax. In the case of not liable to the Sales Tax Department, a valid certificate issued by the competent authority to this effect.

In the case of Joint Venture with two or more firms as partners, the following requirements shall be complied with :

- 7.1.15 The bid shall include all the information listed above (i.e 7.1.2 to 7.1.14) and in addition
- 7.1.16 The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all the partners
- 7.1.17 One of the partners shall be nominated as the lead partner, and his authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners
- 7.1.18 The lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the lead partner. The Employer will have correspondences only with the lead partner
- 7.1.19 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorisation mentioned under 7.1.18 above, as well as in the bid and in the Agreement (in case of a successful bid) and
- 7.1.20 A copy of the evidence for the registered joint venture shall be submitted with the bid.

7.2 Performance Eligibility:

WSIS to P a n d a m a n g a l a m T own Panchayat in N am akkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m dia at river Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete, including trial run	i ii iii v v	The bidder should have achieved a minimum annual turn over of Rs 20 Lakhs (Equivalent to 25 % of the estimated value of work) in any one of the previous five financial years. Annual Turn over of past five years should be certified by Registered Chartered Accountant. The certificate should be affixed with the seal of the office of the Chartered Accountant with the Registration Number legibly. The main contractor/lead partner in case of joint venture should account for 40 % of the value of work put to tender on his own. The Assessed bid capacity should be more than the total value of work put to tender statement, without any discrepancy in income and turn over figures. The tenderers should be insisted to furnish the break up details for the
connection, Construction of pump Room of Size 3m x -	v	income and turn over figures. The tenderers should be insisted to
		furnish the break up details for the annual turnovers with the details of works carried out in private Institutions and also in TWAD Board

7.3 Performance Certificate:

- 7.3.1 As per bid condition, the performance experience should be supported by performance certificates issued by the concerned organization by an officer not less than the rank of Executive Engineer /responsible person of the private organization. The experience certificate issued by an officer below the rank of Executive Engineer or on behalf of the Executive Engineer should not be considered.
- 7.3.2 For the experience certificates obtained from the departments outside the state, clarification may be obtained from the concerned department wherever felt necessary as to whether the details furnished in the certificates are genuine, before finalization of evaluation at regional level.

Minimum requirement of experience

- 7.3.3 The bills/ claim should be prepared by the contractor as per agreement and in accordance with the works executed and submitted to the Department.
 - **Note:** Sub contractors /joint venture partner's experience for the particular works to be sublet shall be taken into account for arriving at the eligibility of the contractor/firm.

The experience gained in the last five years alone shall be taken in to account to assess the performance eligibility of the bidder.

Financial:

Auditor's balance sheet produced should be tallied with that of the Income Tax Statement without any discrepancy in income and turnover figures. The tenderers should be insisted to furnish the breakup details for the annual turnovers with the details of works carried out in private institutions and also in TWAD Board.

7.4 Financial Eligibility

- a. The bidder should have achieved a minimum annual turnover of **Rs. 20.00 Lakhs** equivalent to 25 % of the value of the work put to tender in anyone of the previous five financial years. (this value should be worked and the value of turn over should be specifically mentioned in the bid document and the I.F.B)
- b. The main contractor/lead partner in case of joint venture should account for 40% of the value of work put to tender on his own.
- c. Assessed bid capacity should be more than the total value of work put to tender.
- d. Auditors balance sheet produced should be tallied with that of the Income Tax Statement, without any discrepancy in income and turn over figures.
- e. The tenderers should be insisted to furnish the break up details for the annual turnovers with the details of works carried out in private Institutions and also in TWAD Board.

- i) Assessed available bid capacity : (A x N x 1.5) B
 - A Maximum value of construction works executed in any one of the last two years (updated to current price level, i.e at 6 % per annum)
 - N Number of years prescribed for completion of the works for which bids are invited (6 months)
 - B Value at current price level of existing commitments and ongoing works to be completed in the next 6 months
 The assessed available bid capacity should be more than the total value put to tender.
- ii) Financial status of the joint venture partners other than lead partner/ sub contractors shall not be taken into account

7.5 Disqualification:

Even though the bidders meet the above qualifying criteria they are subject to be disqualified if they have

- i. made misleading or false representation in the forms statements and attachments submitted and / or
- ii. record of poor performance during the last five years, as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non performance of the contractor, inordinate delays in completion, consistent history of litigation awarded against the applicant or any of its constituents or financial failure due to bankruptcy etc.,
- iii. been debarred as in the date of application whose previous performance is found to be poor / not satisfactory will not be taken up for evaluation.

C. BID DOCUMENTS

8. Contents of Bid Documents

8.1 The Bid Documents will comprise the following documents and addenda issued in accordance with clause10 below :

Invitation for Bids

Instruction to Bidders

Eligibility / Qualification Criteria

Forms of Bid

Project Completion and Milestone

Payment Schedule

General Conditions of the Contract

Technical Specifications

Bill of Quantities

Drawings should be referred in division office

Forms of Agreement

Indemnity Bond

9. Clarification of Bid Documents

9.1 A prospective bidder requiring clarification may raise the same at the time of pre-bid meeting and get them clarified at the meeting it self.

10. Amendment to Bid Documents

- 10.1 At any time prior to the deadline for submission of bids, the Employer may amend the bid documents by issuing Addenda.
- 10.2 Any Addendum thus issued shall be part of the bid documents and shall be communicated in writing or by cable to all purchasers of the bid documents. Prospective bidders shall promptly acknowledge the receipt of each addendum by cable to the Employer
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 21.2 of "Submission of Bids".

D PREPARATION OF BIDS

11. Language of the Bid

11.1 The bid, and all correspondences and documents related to the bid exchanged by the bidder and the Employer shall be written either in English or in Tamil language. Supporting documents and printed literature furnished by the bidder may be in other language provided they are accompanied by an accurate translation of the relevant passages in either English or Tamil language, in which case, for purpose of interpretation of the bid, the translation shall prevail.

12. Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

Cover – I (Technical Bid)

- i. The Bid Documents duly filled and signed
- ii. List of Annexure
- a) Performance of the Bidder showing value of construction work for the past two years - (7.1.4)
- b) Experience in work of similar nature and magnitude in the last five years -(7.1.6)
- c) Commitments of works on hand -(7.1.6)
- d) Works for which Bid already submitted -(7.1.6)
- e) List of Equipments available with the Bidder -(7.1.7)
- f) Qualification/ Experience of key personnel proposed for technical and administrative functions under this project - (7.1.8)
- g) Details of litigation (7.1.10)
- h) Details of components proposed to be sublet and sub contractors involved (7.1.11)
- i) Technical staff to be employed (para 10 of General Conditions)
- j) List of Certificates
 - a) Signature of the proprietor or proprietress attested by the Notary Public – (2.2)

- b) Signature of all the partners/ power of attorney attested by the Notary Public – (2.3)
- c) Registration of the firm, signature of the authorised person attested by the Notary Public (2.4)
- d) A copy of the listed power of attorney authorising the signatory of the bidder – (7.1.2)
- e) Proof of registration of firm/ Company (7.1.3)
- f) Audited Balance Sheets (7.1.5)
- g) Credit line Certificate from Financial Institutions (7.1.9)
- h) An Undertaking for Completion of the Project as per Programme Schedule
- i) Income Tax Clearance Certificate (7.1.13)
- j) Sales Tax Verification Certificate (7.1.14)
- k) Copy of the evidence for the Joint Venture -(7.1.20)
- Certificate of performance issued by not less than the rank of Executive Engineer/ responsible person of the private organisation
- iii. Bid Security
- iv. Any other material required to be completed and submitted by the bidders in accordance with these instructions

Cover - II (Price Bid)

Priced Bill of Quantity duly signed

- 12.2 The Bid should be submitted only in the original documents as issued by the Employer. No alteration or correction should be made under any circumstances in the Bid Documents issued by the Employer.
- 12.3 Conditional tenders are liable for rejection.

13. Bid Prices

13.1 The contract shall be for the whole works as described in sub clause 1.1), based on the unit rates and prices in the bill of quantities submitted by the bidder

- 13.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the works described in the Bill of quantities along with total bid price (both in figures and words). Items against which no rate or price is entered by the bidder will not be paid by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3 All duties, taxes and other levies payable by the contractor, under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.4 The unit rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account
- 13.5 The rates for the supply should inclusive of all taxes and duties, packing, forwarding and freight up to the site including the transit insurance. Percentage of taxes and duties shall be clearly indicated and shall be paid at actual on production of the bills.

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

- 15.1 Bids shall remain valid for a period not less than one hundred and twenty days from the date of opening of Technical Bid. A bid valid for a shorter period shall be rejected by the Employer as non responsive
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specific additional period. The request and the bidders' response shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend his bid security for the period of extension

16. Bid Security

- 16.1 The Bidder shall furnish as part of bid, a bid security of Rs.50,000/- (Rupees Fifty thousands only) in any one of the following forms
 - Demand draft drawn in a Nationalised Bank in favour of the Executive Engineer concerned
 - Deposits at call receipt of scheduled banks pledged in favour of the Executive Engineer concerned
 - Government security and National Savings Certificate pledged in favour of the Executive Engineer concerned (purchased within the State of Tamil Nadu)
 - Post office Savings Bank Deposit pledged in favour of the Executive Engineer concerned (purchased within the State of Tamil Nadu)
 - Fixed Deposit receipt from scheduled bank pledged in favour of the Executive Engineer concerned
 - Fixed Deposit Receipt and Deposits at call receipts should contain lien certificate issued by the Bank for encashment by department. The FDR furnished by the firm should also bear the signature of the authorized signatory on a revenue stamp at the back of the FDR.

16.2 Any bid not accompanied by bid security in stipulated form shall be rejected by the Employer as non-responsive. (The bid security of a joint venture must be in the name of the lead partner of the joint venture submitting the bid.)

16.3 The bid security of the unsuccessful bidders will be returned as promptly as possible, but not later than 30 days either after the expiration of the period of bid validity or after finalisation of the bid whichever is later

- 16.4 The bid security of the successful bidder will be returned after the bidder has furnished the required performance security and signed the agreement. No interest is payable on bid security by the employer.
- 16.5 The bid security shall be forfeited
 - In the case of bidder withdrawing or modifying his bid during the period of bid validity
 - If the bidder does not accept the corrections of the bid price, pursuant to clause 28 of "Bid Opening and Evaluation"
 - In the case of a successful bidder failing to furnish the performance security in the specified form within the stipulated time
 - In the case of successful bidder failing to enter into agreement within the stipulated time
 - In the case of the bidder severing the conditions after intimation of the acceptance of the bid

17. Compliance to Technical Design and Specifications

17.1 Bidders shall submit their offers that comply with the requirements of the bidding documents including the basic technical design as indicated in the drawing and specifications.

18. Format and Signing of Bid

- 18.1 The bid document submitted to the Employer shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the bidder in accordance with "Instructions to Bidders". All pages of the bid and where entries or corrections have been made shall be initialed by the person signing the bid.
- 18.2 The bid shall contain no alteration or additions, except those to comply with the instructions issued by the Employer and wherever necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person signing the bid.

18.3 The technical and price bids (BOQ) as issued by the Employer should be26submitted duly signed at the bottom of each page, failing which the bids will be summarily rejected.

19. Pre Bid Meeting

19.1 The bidder or his authorised representative, who are desirous, may attend the pre bid meeting which will take place at O/o the Superintending Engineer, TWAD, Salem-Namakkal Circle, office of the Superintending Engineer, TWAD Board, Salem-Namakkal Circle, 11,Gandhi road,Salem-636007 Phone No.0427-2317351 on 25 .06.2013 at 11.00 A.M.

- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage
- 19.3 The bidder is requested, as far as possible, to submit the questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late
- 19.4 Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in clause 23.1 of "Submission of Bids", which may become necessary as a result of the pre bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to clause 10 of the "Bid Document" and not through the minutes of the pre bid meeting
- 19.5 Attendance at the pre bid meeting is not mandatory and non attendance will not be a cause for disqualification of the bidder.

E. Submission of Bids

20. Sealing and Marking of Bids

- 20.1 Two cover system shall be adopted for submission of bids
- 20.2 The first cover shall contain the technical bid documents, supporting material relating to the eligibility criteria, Bid Security in the proper form and other connected Certificates
- 20.3 No indication either direct or indirect, implicit or explicit regarding the rates and prices should be made in the technical bid or any other documents submitted in the first cover.
- 20.4 The second cover shall contain the Price Bid alone.
- 20.5 The bids should be submitted in the original bid documents as issued by the Employer.
- 20.6 The bid documents, under no circumstances, are transferable.
- 20.7 The first cover containing the Technical Bid and Bid Security and the second cover containing the Price Bid, should be pasted properly, sealed and super scribed indicating clearly the name of work and marking specifically as under:

Cover I - Technical Bid

Cover II - Price Bid

Both the covers containing the Technical bid and Price Bid should be placed in a common envelope, pasted, sealed and super scribed properly.

20.7 All the envelopes shall be addressed to the Employer at the following address

office of the Superintending Engineer, TWAD Board, Salem-Namakkal Circle, 11,Gandhi road,Salem-636007. Ph.No.0427-2317351 and bear the following identification

Bid for:

WSIS to Pandamangalam Town Panchayat in Namakkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m dia at river Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete including trial run, commissioning and maintenance of the scheme.

Bid Ref.No.

ChitTenderNoticeNo.07F.Pandamangalam/Fourthcall/DO2/SNC/SLM/2013 /Dt.30.05.13

Do Not Open Before 25.06.2013 at 11.00 A.M

- 20.9 In addition to the identification required in sub clause above, the envelope shall indicate the name and address of the bidder to enable the bid to be returned in case it is declared late, pursuant to Clause 22 of "Submission of Bids".
- 20.10 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid

- **21.** Deadline for Submission of the Bids
- **21.1** Bids must be received by the Employer at the address specified in clause 20.8 above not later than 3.00 pm on 10.07.2013. In the event of the specified date for the submission of bids declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.

21.2The Employer may extend the deadline for the submission of bids by issuing amendment in accordance with clause 10 of "Bid Documents", in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline

22. Late Bids

22.1 All bids received by the Employer after the deadline prescribed in clause21 of "Submission of Bid" will be returned unopened to the bidder

23. Modification, Substitution and Withdrawal of Bids

- 23.1 The bidder may modify, substitute or withdraw his bid after submission, provided that written notice of the modification, substitution and withdrawal is received by the Employer prior to the deadline for submission of bid
- 23.2 The modification / substitution for price bid cover should be supercribed as price modification/ substitution cover. The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with provisions of clause 20 and 21 of "Submission of Bid", with the envelope additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 23.3 No bid shall be modified, substituted or withdrawn after the deadline for submission of bids

23.4 Modification, substitution or withdrawal of a bid between the deadline for submission of bids and the expiration of the original period of validity specified in clause 15.1 of "Preparation of Bids" or as amended pursuant to clause 15.2 of "Preparation of Bids" may result in the forfeiture of the Bid Security pursuant to Clause 16 of "Preparation of Bids".

F. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The Employer will open all the bids received (except those received late), including modifications made pursuant to clause 23 of "Submission of Bids", in the presence of the bidders or their representatives who choose to attend on the date at the time in the address specified in clause 20 of "Submission of Bids". (In the event of specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day).
- 24.2 Envelopes marked "withdrawal", "substitution" and "modification" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 23 of "Submission of Bids" shall not be opened. "Envelopes super scribed as: modification/ substitution to price bid shall be opened at the time of opening of the price bid".
- 24.3 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, bid modification, (substitution) and withdrawals, the presence or absence of Bid Security and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Bids (and modifications) sent pursuant to clause 22 of "Submission of Bids" that are not opened and read out at the bid opening will not be considered for further evaluation regardless of the circumstances. Withdrawn bids will be returned unopened to the bidders.

25. Process to be Confidential

25.1 Information relating to the examination. Clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder

has been announced. Any effort by a bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his bid.

26. Clarification of Bids

26.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any Bidder for clarification of his bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 28 of "Bid Opening and Evaluation".

27. Examination of Bids and Determination of Responsiveness

- 27.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria set out in clause (7); (b) has been properly signed, (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the Bid Documents
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works, (b) which limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights to the Bidder's obligations under the contract, or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The decision

of the employer on the issue "whether the bid is responsive or not" will be final and binding on the bidders. The employer is not bound to disclose the reason in case a bid is determined by him as non responsive.

28. Correction of Errors

- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:
 - Where there is a discrepancy between the rate in figures and in words, the lower of the two will govern and
 - Where there is a discrepancy between the unit rate and line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern
 - Where there is an arithmetical discrepancy in the page total as well as grand total, the corrected total by the Employer will govern
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of the Bid, his bid will be rejected and his bid security may be forfeited in accordance with Clause 16.5 of "Preparation of Bids".

29. Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 27 of "Bid Opening and Evaluation".
- 29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid price as follows:

- making any correction for errors pursuant to Clause 28 of "Bid Opening and Evaluation", or
- making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 23 of "Submission of Bids"
- 29.3 The Employer reserves the right to accept or reject any variation/ deviation.
- 29.4 If the Bid of a successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 34 of "Award of Contract" be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract towards Additional Security Deposit.

Additional Security Deposit:

- 29.5 For tenders received with beyond 15 % 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.
- 29.6 or tenders received with 5 to 15% less than the departmental value, the successful tenderer should remit additionally 2% towards additional security deposit on departmental value.

G. Award of Contract

30. Award Criteria

- 30.1 Subject to Clause 28 of "Bid Opening and Evaluation", the Employer will award the contract to the Bidder/ Lead Partner in the case of Joint Venture, whose Bid has been determined to be substantially responsive to the Bid Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provision of clause 6 of "Eligibility/ Qualification Criteria" and (b) qualified in accordance with the provisions of Clause 7 of "Eligibility/ Qualification Criteria"..
- 31. Employer's Right to Accept any Bid and to Reject any or all Bids
- 31.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action

32. Notification of Award

- 32.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay to the contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called the "Contract Price")
- 32.2 The notification of award will constitute the formation of the Contract.

33. Registration in TWAD

33.1 The successful contractor/ firm, if not a registered contractor in Tamil Nadu Water Supply and Drainage Board, he/ they shall get himself/ themselves registered in TWAD Board.

34. Performance Security

- 34.1 Within fifteen days from Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security in the form of National Savings Certificate/ Post Office Savings Deposit account purchased within the State of Tamil Nadu and pledged in favour of The Executive Engineer, TWAD Board, Urban Division 172, State Bank officers Colony, Salem PIN. 636 004 unconditional and irrevocable bank guarantee issue by any one of Nationalised bank or Schedule Bank within the state of TamilNadu in the prescribed format for an amount of Rs(equivalent to 2 % of the total value of the contract)
- 34.2 The bidder along with the performance security, shall deliver a non judicial stamp paper for Rs. 100/- (Rupees One hundred only) at his cost for executing the agreement.
- 34.3 The bank guarantee towards performance security and that of additional security Deposit if any should be valid upto in the prescribed contract defect liability period fixed by the board. Any further extension of time for the completion of work is expected beyond the above date, The Bidder bound to extend the Bank guarantees for the extended period also to be covered for the said amounts.

35. Signing of Agreement

35.1 The Employer on receipt of the performance security and non judicial stamp paper, will furnish to the bidder the Agreement in the form prescribed, incorporating all terms and conditions between the Employer and the successful bidder.

- 35.2 The Bidder should remit the performance security prescribed by the Employer in the form as in Clause 34 above and sign the agreement in the presence of the Employer within 15 days from the date of Letter of Acceptance notifying the award of contract.
- 35.3 Upon furnishing the performance security by the successful bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful
- 35.4 Failure of the successful bidder to comply with the requirements of Clause 34 & 34.1 and 34.2 of "Award of Contract" shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such other remedy the Employer may take under the contract
- 35.5 Any Amendment shall be mutual consent between the department and the contractor only without any contrary to the bid conditions.

36. Forfeiture of Performance Security

36.1 The performance security is liable to be forfeited in cases where the firm/ contractor fails to carry out the work in accordance with the specifications, terms and conditions of the contract leading to termination of the contract.

IV. Programme Schedule

37. Project Completion and Milestone

- 37.1 The Fifteenth day from the date of issue of work order to the successful firm / contractor shall be reckoned as the starting date of the Project / Contract Period.
- 37.2 Entire Project must be completed in all respects within **6 (Six)** months from the start date.
- 37.3 The mile stone for each component would be as under :

		PERCENTAGE OF COMPLETION				
SL.	NAME OF COMPONENT	AFTER A PERIOD OF (IN MONTH)				
NO.		2 nd Month	4 th Month	6 th Month		
1	WSIS to P a n d a m a n g a I a m Town Panchayat in Namakkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m dia at river Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete complete including Trial Run, Commissioning and Maintenance of the Scheme.	30 %	70 %	100%		

38. Programme Schedule/Rate of Progress/Milestone

- 38.1 The contractor, within seven days from the date of signing of the agreement, shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 38.2. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the progress to be achieved on the remaining work including any changed to the sequence of activities. The contractor shall submit to the Engineer in charge, for approval, an updated Programme. The Employer reserves the right to approve the reject the updated programme without prejudice to levying of penalty for slow progress.

39. Penalty for Defective Construction

39.1 If any defect is noticed by the Employer in the construction of any portion of work / component, the Employer shall levy penalty upto 10% of the total value of the defective work as assessed by the Engineer-in-charge. In addition to rectification of defective works at contractor cost.

40. Penalty for Slow Progress

40.1 Provided the firm / contractor fail to maintain the required rate of progress / mile stones stipulated for the project as whole or in any of the component or in the case of works not commenced, the Engineer in charge shall have the right to impose penalty of such an amount as he may deem fit for every day of delay caused in the progress of the project as a whole or in part as well as for the portion of the work remaining not commenced, subject to the condition that the total penalty imposed shall not exceed 5% of the total contract value. The penalty levied on the firm / contractor is however subject to modification at the discretion of the Chief Engineer for valid reasons which are to be recorded.

41. Procedure for Levying of Penalty

41.1 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, on identification of any defective construction or any slippage in the programme schedule in any of the component, shall issue a show cause notice either by RPAD or through personally service to the firm / contractor, giving 15 days time for furnishing the reasons therefor by the firm contractor. In cases, where the reasons adduced by the firm / contractor are not convincing the penalty contemplated in the agreement conditions shall be invoked.

42. Liquidated Damages

- 42.1 Provided the firm contractor fails to complete the work as a whole or part thereof within the stipulated period, the firm / contractor shall be liable to pay liquidated damages at 0.10% of the value of the unfurnished works per week of delay till the completion of the work in full in all respects and handing over to the department. The amount recoverable towards liquidated damages shall however be restricted to 5% of the total contract value. The imposition of the liquidated damages clause will be without prejudice to the rights of the Employer to terminate the construct as time barred.
- 42.2 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. In case of non receipt of reply on expiry of 15 days time from the date of first notice, the second notice shall be served allowing 7 days of time to the firm / contractor for furnishing the reply by them. Again in case of non receipt of reply on expiry of 7 days time from the date of second notice, the third notice shall be served allowing 3 days of time to the firm/contractor for

furnishing the reply by them. On receipt of the reply, it shall be verified by the Engineer in charge and 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 imposing 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.

43. Foreclosure of Works

43.1 The Employer shall have the right to issue notice to the firm / contractor, for any reason whatsoever does not require the whole or part of the works to be carried out after the award of the contract. 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. For the works executed which could not be utilised in view of the foreclosure, the firm / contractor shall be paid a eligible amount as certified by the Engineer-in-charge.

V. Payment and Recoveries

44. Payment Schedule

44.1 For Civil works

Payment may be released upto 90 % of the measured and check measured quantity and balance 5% on commissioning of the scheme and balance 5% on completion of maintenance period subject to condition in para 4 end of bid documents.

For Mechanical items in pumping plant:

After receipt of materials at site	-	upto 75 %
After erection	-	15 %
After commissioning	-	5%
After completion of maintenance period	-	5%

For Pumping/Feeder main for D.I.Pipes:

After supply at site	-	upto 50 %
After laying, jointing and testing of pipes	-	upto 90 %
After commissioning of the entire length		
of main	-	upto 95%
After completion of maintenance period		
of the scheme as a whole	-	Balance 5%

Payment will be made as above for first consignment and payment for subsequent consignments will be released as above only after 50 % of the previous consignment is laid jointed and tested.

Note :

- The percentage of payment mentioned above are with reference to the total value of each component as per the agreement entered into by the firm / contractor except pumping main and distribution system
- The payment shall be made for each component as per the actual measurements up to the percentages mentioned above for the stage of progress of each component. In the case of actual value of works carried out becoming lesser than the percentage limits prescribed for the stages, the payments shall be restricted to the actual
- 5 % of the value of every running bill shall be retained by the Employer as additional performance security
- Payments shall become eligible only for finished items of works in all respects
- No payment shall be made for supply of materials alone except in the case of treatment works and pumping plant

44.2 Preparation of bills

All contractors shall submit bills for agreement in the M. Book format for the quantity only of the relevant running bill duty signed. This will be treated as claim of the contractor to consider payment

The contractor shall submit their bills to the Executive Engineer or to any of his subordinate officer under his control, as directed by the Executive Engineer. The Executive Engineer is responsible to scrutinize the claim within 15 days from the date of submission of bills by the contractor.

44.3 Recovery for the benefit of manual works employed

The 0.30 % of the contract value will be recovered towards contribution to the fund constituted for the benefit of manual workers employed in the construction works. The amount so recovered and collected will be remitted direct to the Secretary, Tamil Nadu Construction Workers Welfare Board, Chennai 600 034

45. Release of Performance Security & Retention Amount

45.1 The security deposit of 2 % will be released after final bill and after completion of three year guarantee period.

46. Recovery of money payable to the TWAD Board

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

47. Income Tax

47.1 During the course of the contract period, deduction of income tax shall be made at the prevailing rates from every payment as may be specified by the Income Tax Department.

48. Sales Tax

48.1 From every payment made to the firm/ contractor, deduction at source towards tax shall be made at 2 % for civil works contract and at 4 % for all other works contract as per Tamilnadu General Sales Tax (Fifth Amendment) Act (Act No. 15 of 1999).

Excise Duty

- 49.1 Rates for CI/PVC Pipes of outer diameter not exceeding 10cm are inclusive of excise duty for which no excise duty exemption is available and excise duty exemption if any availed should be passed on to TWAD Board.
- 49.2 The payment of Excise Duty is exempted on the following items in respect of Water Supply Scheme.

i) All items of machinery including instruments apparatus and appliances, auxiliary equipments and their components/parts required for setting up of Water Treatment Plant.

ii) The pipe needed for delivery of water from its source to the plant (including the clear treated water reservoir, if any thereof) and from there to the first storage point.

- 49.3 The concession if availed any by the contractor from the payment of excise duty exemption for materials, pipes, machineries etc. should be passed on to TWAD Board.
- 49.4 The reimbursement of Excise duty to the contractor is permitted provided the contractor produces documentary evidence on payment of the Excise duty for the raw materials utilized for the finished product under the relevant contract.

50 Fund contribution for manual workers:

50.1 For works contracts, the contractor is liable to pay 0.30% of the contract value towards contribution to the fund constituted for the benefit of manual workers employed in the construction works and this 0.30% contribution will be recovered in every payment.

VI. Certificates and Annexures

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List of Certificates

S1. No.	Description of Certificate	Para No.
1	Signature of the Proprietor or Proprietress attested by the Notary Public	2.2
2	Signature of all the Partners/ Power of Attorney attested by the Notary Public	2.3
3	Registration of the Firm, signature of the authorised person attested by the Notary Public	2.4
4	Copy of the Listed Power of Attorney authorizing the Signatory of the Bidder	7.1.2
5	Proof of Registration of Firm/ Company	7.1.3
6	Audited Balance Sheets	7.1.5
7	Credit line Certificate from Financial Institutions	7.1.9
8	An Undertaking for Completion of the Project as per the Programme Schedule	7.1.12
9	Income Tax Clearance Certificate	7.1.13
10	Sales Tax Verification Certificate	7.1.14
11	Copy of Evidence for Joint Venture	7.1.20
12	Certificate of Performance issued by not less than the rank of Executive Engineer/ responsible person of the private organisation	7.2

List of Annexure

No.	Description	Para No.
Ι	Performance of the Bidder showing the value of construction work for the past two years	7.1.4
II	Experience in work of Similar Nature and Magnitude in the last five years	7.1.6
III	Commitments of Works on Hand	7.1.6
IV	Works for which Bid Already Submitted	7.1.6
V	List of Equipments available with Bidder	7.1.7
VI	Qualification Experience of Key personnel proposed for Technical and Administrative functions under this	7.1.8
VII	Details of litigation	7.1.10
VIII	Details of Components proposed to Sublet and Sub Contractors involved	7.1.11
IX	Technical Staff to be employed	Para 10 of General Conditions

Annexure- I

Performance of the Bidder showing Value of Work in the previous last Two Years

Year	Value of Work (Rs. in Lakhs)

Annexure - II

Experience in Works of Similar Nature and Magnitude in the last Five Years

Sl. No.	Contr act No. and Name of the Proje ct	Descrip tion of Work	Name of the Employer with full address	Value of the contract (Rs. In lakhs)	Date of issue of Work Order and stipulated period of completio n	Actual date of completi on	Reasons for the delay if any in completi ng the project

Annexure - III

Commitments of Works on Hand

Sl. No.	Contract No. and Name of the Project	Descripti on of Work	Name of the Employe r with full address	Value of the contract (Rs. in lakhs)	Date of issue of Work Order and stipulate d period of completi on	Value of Works remainin g to be complet ed (Rs. in Lakhs)	Anticipa ted Date of completi on

Annexure - IV

Works for which Bid Already Submitted to TWAD Board

S1. No.	Contract No. and Name of the Project	Descripti on of Work	Name of the Employer with full address	Anticipated Value Of the contract (Rs. in Lakhs)	Stipula ted period of comple tion	Date when Decision is expected	Rema rks if any

Annexure – V

List of Equipment Available with Bidder

	Equipment Name	Requirements for the Project		Availability Status			
S1. No.		Nos.	Capacity	Owned/ Leased/ To be procured	Nos. and capacity	Age/ condition	Remarks

Annexure - VI

Qualification/Experience of Key Personnel proposed for Technical and Administrative Functions under this Contract

Name of the Person	Position for which proposed	Qualificati on	Total Years of Experien ce	Years of Experience in the proposed position	Remar ks
		Name of the which	Name of the which Qualificati	Name of the PersonPosition for which proposedQualificatiYears of Experien	Name of the PersonPosition for which proposedTotal QualificatiExperience in the proposed

Annexure – VII

Details of Litigation

SI. No.	Name of the Govt.Departme nt / Private Organisation (other party)	Cause of the Litigation	Amount involved (Rs. in Lakhs)	Award for (or) against Bidder	Remarks / Present stage

Annexure – VIII

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Details of Components proposed to be Sublet and Sub Contractors involved

SI. No.	Name of Component proposed to be Sublet	Name of the Sub Contractor	Details of Experience in similar works	Annual Turn over for last five years (Rs. in Lakhs)

Annexure - IX

Technical Staff to be Employed

I/We shall/will employ the following technical staff as per the prescribed rules

Sl.No.	Name of the Technical Staff to be employed	Designstion	Qualification

PUMPSETS AND ACCESSORIES

1.General.

1) All the materials used shall conform to the relevant BIS and should be delivered at site of work. The contractor is responsible for safe custody of machinery and other equipments under this contract till handing over to the employer.

2) The rates should include all the minor items of civil works, if any required for installation complete.

3) All necessary civil works for erection of all equipments and accessories offered by the contractor under this contact should be done by the contractor.

4) Test certificates for machinery and equipments should produced along with supply.

5) The bidder should enclose the performance curve duly indicating the duty point for the size of the impeller selected (Family curve should not be furnished.) The performance curve should furnish complete range of operation and the curve should be authenticated by the manufacturer or his authorized dealer. In the even of non compliance the offer shall be summarily rejected.

6) The contractor shall make necessary arrangements to get supply of electricity from TNEB for operating the machinery and equipment. Necessary vouchers in original for the payment made to the EB shall be produced to the employer by the contractor which shall be reimbursed by the employer.

7) Before supply of machinery, equipments and other accessories prior approval of the engineer should be obtained giving the name of makes and other details required.

8) Obtaining approval of electrical layout diagram for the installation of all the equipments (transformers, generators, pumpsets and other accessories) and obtaining safety certificate on completion of work from Chief Electrical Inspector to Government of Tamil Nadu should be arranged and got approved by the contractor at his cost.

9) The contractor should get the layout approval in time before execution and for the size and capacity of the equipments before the supply of the same.

After execution of the Safety Certificate if any modification of alteration suggested by the Chief Electrical Inspector on the installation work done by the contractor should be carried out by the contractor at his cost. 10) All the materials should be supplied as per BOQ and should be of standard makes mentioned below:-

Sl.No. Description Make

1) Submersible pump and KSB, Calama, Waterman, Atlanta or equivalent. motar

2) Make of motor Jyothi NGEF, GEC, Crompton and Greaves, Siemens or equivalent

3) Make of transformer Kirloskar, GEC indo tech, Hindustan or equivalent

4) Diesel Generator Kirloskar, GEC of equivalent

5) Starter L&T, Cutler Hammer, Siemens, MEI or equivalent

6) Switch fuse and circuit L&T, Cutler Hammer, Siemens, MEI or breakers equivalent

7) Cables Finolex, Unista, Uniflex or equivalent

8) Valves Kirloskar, Venus, Upadyaya CALSONS or equivalent

11) The right of choosing the make among the makes offered by the contractors rest with the employer only.

12) The submersible pumps centrifugal pumps, turbine pumps submersible motors, motors for turbine and centrifugal pumpset transformer, generators, Panel Boards to be supplied by the firm will be inspected by the Inspecting Agency fixed by the Employer at the manufactures premises and test certificate will be issued. The contractor should make necessary arrangements for the inspecting staff at his own cost for testing the above pumpsets.

All tests necessary to ensure that the plant and machinery or equipment complies with the specification and guarantees shall be carried out at site and at the contractor's cost and such test shall be carried out within one month of the completion of erection. Should the result of these test not done within the margin specified, the tests shall if reported within one month from the date of plant is ready for retest and the contractor shall repay to the Engineer all reasonable expenses to which he may be put by such test. 13 If the complete plant or any portion thereof is found to be defective the Engineer shall give the contractor a notice in writing to verify such defects. If thecontractor fails to rectify the defects within the specified period the Engineer will rectify the defects at the contractor's risk and cost

Post delivery inspection of Higher duty pumpsets

Post installation inspection by the third party agency should also be done compulsorily in respect of higher duty capacity pumpsets

(ie) Above 25 HP pumpsets

The Inspection should be done by any one of the following four firms or any other reputed institution with sufficient experience.

- 1) M/s. Avant Grade Engineer and Consultants (P)Ltd., Chennai
- 2) M/s. Indian Institution of quality Assurance, Trichy.
- 3) M/s.DGS &D, Chennai
- 4) M/s.SGS (India) Ltd., Chennai

4(a) SUBMERSIBLE PUMP

The pump shall be of latest standard designed to give maximum efficiency when operated under most exacting condition at speed 1500/3000 rpm. The equipment shall confirm to the following specifications as per IS 8030 – 1996.

i) PUMP BOWL

The pump bowl shall be manufactured to offer resistance to corrosion. The bowls may be equipped with replaceable bearing.

The bowl assembly shall bear a name plate giving the following information.

- a. Name of the manufacturer or trade mark
- b. Serial Number of the pumpset
- c. Pump type
- d. Number of stages
- e. Total head

- f. Capacity
- g. Speed

ii) IMPELLERS

The impellers shall be open or closed or semi closed type. They shall be turned and accurately finished and balanced on their own pump shaft for maximum lifting capacity without over loading the prime mover irrespective of water level fluctuations. The impeller may be of the enclosed or semi enclosed type and shall be properly balanced.

Dynamic balancing is recommended. Enclosed impellers may be equipped with sealing rings on their hubs.

iii) PUMP SHAFT

The pump shaft shall be stainless steel of ample size and stiffness to transmit maximum power without strain or vibration. The pump shaft shall be guided by bearings provided below and above the impeller shaft assembly. The shaft without protecting sleeves shall have a surface finish of 0.75 micron.

iv) BEARING SLEEVE

The bearing sleeve shall be of leaded bronze

v) DISCHARGE CASING

The discharge casing shall be manufactured to offer resistance to corrosion

vi) SUCTION CASING

The suction casing shall be manufactures to offer resistance to corrosion The opening in the suction case of the entrance shall be of proper size and shape to reduce loss.

The suction case shall be fitted with a strainer made of corrosion resistant materials.

Suitable guard shall be provided just above the suction case bearing to prevent the entry of foreign matter into the suction case.

vii) COUPLING

A suitable coupling arrangements shall be provided in case of directly coupled pumpsets.

viii) NON RETURN VALVE

Non return valve shall be provided above the pump discharge case.

9.CHARACTERISTIC CURVES;

The performance curves for the full range of operation indicating the head in metre, efficiency and BHP absorbed at the pump shaft against the output in litres per minute shall be furnished.

4(b) SUBMERSIBLE MOTORS

i) TYPE

The submersible motor shall be wet type, squirrel cage induction motor suitable for operation on 360/440 Volts. 3 phase 50 Cycles AC supply and capable of developing the required HP at a speed 1500/3000 RPM. The motor windings and the bearing bushes of the rotor shaft shall be lubricated by pure water or oil, filled in the motor before erecting the pumpsets. The motor shall confirm to IS 9283 – 1979 The motor shall be connected by means of cable glands rubber seals etc., from inside of bore well to arrest the entry of sand and other foreign matter.

The motor shall be provided with a breathing attachment like bellows diaphragm etc., to compensate the Volumetric variation due to changes in the temperature. The motor shall be made of corrosion resisting materials or suitable treated materials to resist corrosion under normal condition.

ii) **BEARINGS**

The thrust bearing shall be of adequate size to withstand the weight of all rotating parts as well as the imposed hydraulic thrust. These shall be lubricated suitably. The thrust bearing housing shall be provided with a drain plug to empty the oil pure water filled into thrust bearing housing rotor.

iii) MOTOR

The motor shaft shall be provided with shaft protective sleeves having a surface finish of 0.75 micron.

iv) EARTHING ARRANGEMENT

The earthing of motor shall comply with IS;3043-1966 Code of practice for earthing provision shall be made for double earth copper connection. Two separate lead should be taken to two separate earth pits located outside the pump house.

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V) TEMPERATURE RISE

The insulation should be perfect so as to limit the temperature rise in windings.

v) OUTPUT

The motor shall be capable of developing the Mechanical output for the required conditions and shall have continuous normal rating to suit the maximum load when operated at the pump speed.

vi) TECHNICAL DATA

The motor HP shall be such that to safety take the load when the total head is reduced by the rise of water level.

The H.P.of the motor offered shall have a Margin above the H.P. absorbed by the pumpset at duty point and also above the maximum BHP absorbed by the pumpsets at duty point and also above the maximum absorbed by the pumpset offered.

vii) OVERLOAD CAPACITY

The motor shall be capable of withstanding the over load specified in the relevant condition of BIS.

viii) STARTING

The motor shall give full load torque when taking 1 to 1.5 times full load current. The motor shall have a name plate giving the following information.

- a. Induction motor
- b.Name of manufacturer.
- c.Manufacturers number & frame reference
- a. Type of enclosure
- b. B.H.P.
- c. Rated voltage and winding connections.
- d. Rated output in K.W.
- e. Number of phases
- f. Frequency in HZ
- g. Current approximate in amperes at rates output
- h. Speed in revolutions per minute at rates output

STARTERS

The Starters shall suitable for the Motor offered. This should have single phasing preventer, mounted on Ammeter, suitable capacity fuses etc., with all the standard safety devices such as no volt coil, over load releases with time lag arrangements dry running preventor suitable inter locking devices, cable entries , name plates and earthing facilities etc.,

These starters to be supplied should be of DOL upto a range of 5 HP, Star deltastarter upto the range of 15 HP and Auto transformer starter above range of 15 HP.

SWITCH BOARD

The switch board shall complete with all necessary internal connections and accessories as mentioned in the BOQ and as per latest IE Rules and CEIG regulations. This switch Board should contain all equipments house in cubicle, the bus bars should have ample current carrying capacity for connected load and painted with powder coated painting.

CABLES

The cables shall be supplied as mentioned in BOQ with ISI mark, Laying and jointing of cables shall be as per IE Rules. The cable should have current carrying capacity to withstand over load due to low voltage drop. Cable jointing should be done in such manner that there is adequate bondage strength and safety to equipments and operators.

EARTHING

Twin copper earthing of the plant and equipments shall be done as per IS 3043/1966 and IE Rules 1996 and amended from time to time. Two separate lead should be taken to two separate earth pits located outside the pumphouse.

PUMPHOUSE, WIRING AND LIGHTING

Pumphouse wiring and lighting shall be carried out, as per IE Rules with sufficient no of light points, lamps and other accessories (to be supplied by the contractor)

as prescribed in the BOQ and shall be of standard make.

LAYING AND JOINTING

The items of laying and jointing of pipes, specials and valves should include the necessary clamps, supports, trenches, wherever necessary. Supporting studs, bolts, nuts, washers, necessary jointing materials together with spare bolts and nuts and jointing materials shall also be supplied free of cost.

ERECTION AND TESTING

The contractor shall provide a skilled Engineer and skilled labour for the entire execution of the work and final testing of the plants at sites. All erection tools including spanners, die sets, etc., shall be supplied by the contractor and the contractors representatives shall have full and uninterrupted access to the site during erection.

The employer may be depute any officer under his control to visit the work at any time during the stage of erection for inspection. The plant shall be tested by employer. Post/ delivery inspection by the third party inspection agency in the presence of the firm's engineer or any other representative to ensure performance and all testing equipments as may be reasonably required shall be provided by the contractor.

Installation testing and commissioning should be in accordance with relevant ISS.

The pre delivery inspection certificate for the pumpsets, panel board and other equipments and TNEB. Test certificate for transformer to be obtained by the bidder.

COMPLETION PLANS

The successful bidder shall be requested to furnish completion plans in triplicate within one month from the date of the first testing of the plants. The plan should show the entire lay out of the plant executed. Two copies of plan should be supplied to the employer and one to be framed and suspended in the head works. The contractor shall in addition to the above furnish detailed specifications of the equipment provided to the employer with all technical data

MAINTENANCE MANUAL

The periodical maintenance schedules for each equipment shall be given with reference to hours of operation. Detailed information about the spare parts(Part name,identification number etc) should be given. The copies of the manuals should be furnished within one month from the date of commissioning.

VII. General Conditions of Contract

1. Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have its meanings hereby assigned to them, except where the context otherwise requires:

"Board" means the Tamil Nadu Water Supply and Drainage Board, a statutory body constituted under the Tamil Nadu Water Supply and Drainage Board Act 1971 having its office at No. 31, Kamarajar Salai, Chepauk, Chennai – 600 005 and any officer authorised to act on its behalf

"Employer" means the Tamil Nadu Water Supply and Drainage Board and shall include the officers duly authorised to act on its behalf

"Contractor" means the person or persons, firm or company whose tender has been accepted by the Employer and includes the authorised representatives, successors, heirs, executors, administrators

"Sub contractor" means any person or persons, firm or company named in the Contract as a Subcontractor for a part of the Works or any person or persons, firm or company to whom a part of the Works has been subcontracted with the consent of the Engineer and includes the authorised representatives, successors, heirs, executors, administrators of such Subcontractors

"Engineer" means the Executive Engineer or any other Engineer appointed from time to time by the Employer to act as Engineer for the purposes of the works brought under this contract.

"Engineer incharge means the Executive Engineer or any other Engineer authorised by him."

"Engineer's representative" means any resident Engineer or assistant Engineer or any clerk of works appointed from time to time by the employer or / the Engineer to perform duties set forth in respect of this contract.

"Contract" means the Invitation for Bids and amendment made thereof, Letter of Acceptance, the formal Agreement executed between the Employer and the Contractor together with the documents referred to therein, General Conditions of the Contract, Special Conditions, Specifications, Minutes of the pre Bid conference, Design, Drawings, Schedule of Rates and Prices, Bill of quantities, Rate of Progress etc. All these documents taken together shall be deemed to form one contract and shall be complementary to one another

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"Turnkey Contract" means execution of the water supply and sewerage works including the supply and installation of all materials, machineries, equipments etc in accordance with specifications stipulated in the Bid Document and in conformity with the quality parameters laid down in relevant BIS, TNBP, Bid Documents etc and completing the entire works in all respects satisfactorily and commissioning within the stipulated period and maintaining the scheme for the specified period.

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the contractor for the execution, completion and maintenance of the works, subject to such additions thereto or deductions therefrom as may be provided under this Contract and the remedying of any defects therein in accordance with the provisions of the contract

"Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things included to form or forming part of the permanent works

"Works" shall include both permanent works and temporary works. 'Permanent works' means the works of permanent nature to be executed, completed and maintained (including Plant) in accordance with the contract. 'Temporary works' means all temporary works of every kind required in or about the execution, completion or maintenance of the works and remedying of the defects therein

"Specification" means the schedules, detailed designs, technical data, performance characteristics and all such particulars referred to in the bid/ contract and any modification thereof or addition thereto as may from time to time be furnished or approved by the Employer

"Drawings" means the drawings, calculations and technical information referred to in the specification and any modification of such drawings approved in writing by the Engineer and such other drawings, calculations and technical information as may from time to time be furnished or approved in writing by the Engineer

"Site" means the land and other places on, under, in or through which the Permanent Works and/ or Temporary Works are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval

"Test" means such test or tests as are prescribed in the specifications or considered necessary by the Engineer

"I.S.S." means Indian Standard Specifications

"B.I.S." means Bureau of Indian Standards "TNBP" means Tamil Nadu Building Practice

"Day" means a calendar day (from midnight to midnight)

"Week" means seven consecutive days

"Month" means from the beginning date of a given date of a calendar month to the end of the preceding date of the next calendar month

"Quarter" means a period of three months reckoning from the 1st date of January, April, July and October and counted to the last date of March, June, September and December respectively

"Rupees" means Rupees in Indian Currency

"Bill of Quantities" means the priced and completed bill of quantities forming part of the tender

"Tender" means the Contractor's priced offer to the Employer for the execution, completion and maintenance of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance

"Letter of Acceptance" means the formal acceptance by the Employer of the Tender

"Contract Agreement" means the contract agreement referred to in clause(...)

"Appendix to Tender" means the appendix comprised in the form of Tender annexed to these conditions

"Commencement Date" means the fifteenth day from the date of issue of work order handing over the site to the successful firm/ contractor, whichever is earlier and this shall be reckoned as the start date of the project/ Contract Period.

"Time of Completion" time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause(....) calculated from the Commencement Date

"Maintenance" means the successful maintenance of the completed and commissioned project as a whole or in parts as the case may be for the stipulated period

"Joint Venture" means two or more firms/ contractors aspiring to take up the contract jointly with the lead partner and other partner/ partners possessing the required qualifications

2. Interpretation

In interpretation of these Conditions of Contract, headings shall not be deemed part thereof or be taken into consideration. Words importing persons or parties shall include firms and corporations and any organisation having legal capacity. Words importing the singular only also include plural and vice versa where the context requires.

The Employer will provide instructions clarifying the queries about the contract

3. Authority of Engineer in Charge

It shall be accepted that the authority of the Engineer in charge shall be an integral part of the contract in all matters regarding the quality of materials, workmanship, removal of improper work, interpretation of the contract drawings and specifications, mode and procedure of carrying out the works where the decision of the Engineer in charge shall be final and binding on the contractor. The Engineer in charge shall have absolute authority on all technical matters and payment considerations.

4. Sufficiency of Bid

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the bid and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein

5. Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless `otherwise provided in the Contract. The priority of the documents forming the Contract shall be as follows:

- The Contract Agreement
- The Letter of Acceptance
- The Tender
- Conditions of the Contract
- Technical specifications
- Any other document forming part of the Contract

6. Secrecy of the Contract Documents

The contractor shall treat all documents, correspondence, direction and orders concerning the contract as confidential and restricted in nature by the contractor and shall not divulge or allow access to these matters to any unauthorised person.

7. Instructions in Writing

Instructions given by the Engineer or Engineer's Representative shall be in writing, provided that if for any reason, the Engineer or the Engineer's Representative considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer or Engineer's Representative, whether before or after the carrying out of the instructions given by the Engineer or Engineer's Representative, shall be deemed to be an instruction.

8. Commencement of Works

The Contractor shall commence preliminary works after the receipt by him of the LOA to this effect from the Engineer in charge. Thereafter, the contractor shall proceed with the Works with due expedition and without delay and in accordance with the programme schedule set out in the Contract

9. Reference Marks

The basic centre lines, reference points and bench marks shall be fixed by the Engineer in charge of the works.

The contractor shall establish additional reference points and bench marks as may be necessary at his cost. The contractor shall remain responsible for the accuracy and sufficiency of the reference and benchmarks. The contractor shall take proper precautionary steps to ensure that the reference lines and bench marks established for the works are not disturbed and shall make good any damages caused.

10. Supervision

The contractor shall provide all necessary superintendence during the execution of the works and thereafter as may be necessary for the proper fulfillment of the obligations under this contract. The contractor shall arrange for the deployment of proper qualified personnel at the site of work constantly, such supervising staff, apart from those separately set out as the requirements of the contract, shall be skilled and experienced technical assistants, foremen and others competent enough to produce proper supervision.

The contractor shall employ the technical staff as per the prescribed rules. 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 and minimum qualification prescribed for the employment of technical staff	Rate of Penalty
1.	Above Rs. 25.00 lakhs	One B.E or equivalent engineering degree holder with atleast three year experience or retired AEE of TWAD in addition to two Diploma holders	Degree holder Rs. 5000/- per

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.

In the event of any staff of the contractor being non co-operative, negligent, incompetent of misconduct, the Engineer in charge shall have the liberty to object to the placement of such staff at the site or other place of works and will promptly issue notice in writing to the contractor for the removal of such staff members. It will be obligatory on the part of the contractor to remove/ change such persons in the larger interests of the works.

11. Subletting of Contract

Assignment of the contract is not permissible

Transfer of the contract is not permissible on any grounds

The contractor shall sublet any portion of the contract only with the written consent of the Engineer in charge. It should be clearly understood that any subletting shall in no way absolve the contractor of his responsibilities and obligations under this contract

12. Specifications and Checks

Stated dimensions in the drawings are to be taken for consideration and no measurements based on scaling of the drawings shall be considered. In case of discrepancy between the description of items in the schedule of quantities and the specifications, the later shall prevail. In case of the description, any work having not fully described or doubts prevail, the contractor shall forthwith write to the Engineer in charge and clarify himself before executing that portion of the work. However, this cannot be a cause for any delay in the progress and the contractor should take advance action in this regard ensuring timely completion of the works.

Before commencement of the work, it will be obligatory on the part of the contractor to furnish a detailed plan of action along with layouts showing the position of the construction plants and other facilities required and proposed to be provided for this contract.

The contractor shall execute the works true to alignment, grade and levels as set out in the drawings and as directed by the Engineer in charge from time to time. The Engineer in charge or his representative is at liberty to check the correctness of the works, the suitability of the materials used, design mix etc., The contractor will raise no objections for such checks and shall provide necessary labour and instruments to carry out such checks to the Engineer in charge as well as his representative and co-operate in the checks. However, such checks will not absolve the contractor of his responsibility of maintaining the accuracy of the work.

13. Custody and Supply of Drawings and documents

The drawings shall remain in the sole custody of the Engineer in charge, but two copies thereof shall be provided to the contractor free of charge. The contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Employer or the Engineer in charge shall not, without the consent of the Engineer in charge, be used or communicated to a third party by the contractor. One copy of the Drawings, provided to or supplied to the Contractor as aforesaid, shall be kept by the Contractor at the site and the same shall be made available for inspection and use by the Engineer and by any other person authorised by the Engineer

14. Bill of Quantities

The Bill of quantities shall contain items of the Works relating to each component of the scheme to be carried out by the Contractor

The Bill of Quantities will be used to calculate the Contract Price. The contractor shall be paid for the quantum of work done at the rate mentioned for each item in the Bill of quantities

15. Change in the Quantities

If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item/ items, the rates as in the agreement for the relevant items shall be paid as per the actual quantity

16. Additional Items

If additional items that are not contemplated in the contract are to be executed, the Engineer in charge will execute the works either through the main contractor/ firm or through any other agency. Payment for such works shall be made based on the rates derived by the Engineer in charge as per rules in force.

17. Order Book

An order book will be kept by the Officer in charge of the site (Junior Engineer/ Assistant Engineer) of the particular component of the works. Orders entered in this book by the Engineer in charge or any higher authority shall be held to have been formally communicated to the contractor/ firm. The Officer in charge of the site will sign each order as it is entered and will hand over the duplicate to the contractor/ firm or his agent, who shall sign the original in acknowledgement of having received the order.

18. Independent Inspection

The Engineer shall delegate inspection and testing of materials or Plant to an independent inspector/ Agency. Any such delegation shall be considered as prerogative of the Engineer. The inspection charges/fees shall be payable by the contractor.

In addition to third party inspection, wherever felt necessary, the engineer shall be empowered to test the PVC/GI pipes for its quality such as specific gravity, diameter, thickness etc in the TWAD Board laboratory

Post installation inspection for pump sets:

- i) Post installation inspection by third party agency should be done compulsorily in respect of higher capacity pump sets (Above 25 HP Pump sets).
- ii) The inspection may be done by any one of the four firms given by (or) any other reputed institution with sufficient experience.

1) M/s. Avant Garde Engineers and Consultants (P) Ltd., Chennai

- 2) M/s. Indian Institution of Quality Assurance, Trichy
- 3) M/s. DGS & D, Chennai
- 4) M/s. SGS (India) Ltd., Chennai

19. Covering and Opening of Works

No work shall be covered or put out of view without the approval of the engineer in charge. The contractor shall give due notice to the Engineer in charge whenever such works are ready for examination and the Engineer in charge within a reasonable period, arrange for the inspection and measuring of the work as may be necessary. No portions of the work shall be covered up without the consent of the Engineer in charge. The cost of opening any portion of the works that was covered without the consent of the Engineer in charge and the cost of covering thereafter shall be borne by the contractor

The contractor shall open the covered portion of the works for inspection by the Engineer in charge on a request and the inspection or examination shall be carried out promptly by the Engineer in charge. In the case of defects notified by the Engineer in charger, the contractor shall rectify the same as may be instructed by the Engineer in charge. All costs of opening, covering and rectification shall be on to the account of the contractor. Should the contractor refuse to open such portions of works, the Engineer in charge shall open such portions with other persons and inspect the part of the works as he may feel necessary. On inspection, the works being not in accordance with the requirements of the contract documents, the Engineer in charge shall carry out necessary rectification and the entire cost of opening, rectification and closing shall be on to the contractor's account

20. Temporary Diversion of Roads and Commencement of Work

During execution of the works, the contractor/ firm shall make at his cost all necessary provision for the temporary diversion of roads, cart tracks, footpaths, drains, water courses, channels etc. Should the contractor/ firm fail to do these arrangements, the same shall be done by the Engineer in charge and the cost thereof shall be recovered from the contractor/ firm.

21. Notice to Telephone, Railway and Electric Supply Undertaking

The Contractor/ firm shall give all notices required by any law or custom or as directed by the Engineer in charge and irrespective of whether notice be so required or so directed or not, shall in all cases give due and sufficient notices to all persons and authorities having charge of the telegraph, water and other pipes, sewers, culverts, drains, water courses, railway, telephone, highways, roads, streets, foot and carriage highways, pavement and other works, prior to commencements and at the completion of any work under this contract in order to enable the proper bodies or persons in respect of the matters aforesaid to attend and see the works within their jurisdiction and all matters and things incidental and pertaining thereto are secured, relaid or reinstated in a proper and satisfactory manner. The notices by the contractor/ firm shall also serve the purpose of enabling such bodies and persons to attend and secure, shore up, alter the position or remove, relay and reinstate the works and things belonging to them. Notwithstanding the notices given as aforesaid, the contractor/ firm shall be chargeable and responsible for the proper protection and restoration of all matters and things herein referred to.

22. Watching and Lighting

The contractor/ firm shall at his expense shall provide at the site of works sufficient fencing, barricading, watching and lighting during day and night. The contractor/ firm shall in every respect conform to the police regulations in these matters and shall free and relieve the Board on all such matters. Should the contractor/ firm file/ neglect to do these arrangements, the same shall be carried out by the Engineer in charge and the costs thereof shall be recovered from the contractor/ firm.

23. Measurement of Work

The work will be measured by the site engineer (Junior Engineer/ Assistant Engineer) and recorded in the measurement book. The contractor/ firm will be at liberty to accompany the site engineer in order that they may agree on the measurements but should they neglect to do so, the measurements as recorded by the site engineer shall be taken as final and conclusive. The measurements of works will be recorded as prescribed in the TNBP and as amended from time to time.

24. Tools and Plants

All tools, plants and equipments required for this contract will be arranged by the Contractor at his own expense. The Contractor shall erect necessary construction plant as may be necessary and shall use such methods and appliances for the proper performance of all the operations connected with the work brought under the contract ensuring satisfactory quality of work and maintenance of the programme schedule. The non availability of any tool, plant or equipment shall not be relied upon as a reason for non functioning or slow progress

25. Information and Data

The information and data made available to the contractor in respect of the works and site conditions are only general and the contractor is advised to get himself fully acquainted with the nature of the location of the works and the surroundings, quarries, local conditions and such other aspects that are relevant to the works.

26. Coexistence with other Contractors

Where two or more contractors are engaged on work in the same vicinity, they shall work together harmoniously with the spirit of cooperation and accommodation. The contractor shall not disrupt or disturb the works or labour arrangements of the neighbouring contractors. In case of disputes and difficulties arising between the contractors in the execution of the respective works, the Engineer in charge shall interfere and give directions for the smooth functioning of the entire works and it shall be the bounden duty of the contractors to abide by these instructions

27. General Responsibilities and Obligations of the Contractor

The contractor shall, subject to the provisions of the contract, execute and maintain the works with proper care and diligence and provide all labour including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature required for such execution and maintenance.

The contractor shall take full responsibility for the adequacy, stability and safety of all site operation and methods of construction.

The contractor shall promptly inform the Employer and the Engineer in charge if any error omission, fault and other defects in the specification or design of the works which are identified at the time of reviewing the contract documents or during the execution for proper rectification thereof.

All notices, certificates connected with the work served by the employer relating to the contract shall be sent by post or by hand to the contractor' principal place of business as mentioned in the document or at other places as may be nominated by the contractor in writing for this purpose. Any change in the address of the contractor should be promptly intimated to the Employer in writing then and there.

The contractor shall visit the spots of work and ascertain the site conditions. The contractor shall satisfy himself of the conditions prevailing in the spots where the work is actually to be executed and its environs and the precise offered by him shall be treated as those which were worked out taking fully into consideration the prevailing site conditions, hydrological conditions, extent and nature of work to be executed, the material availability, etc., Any claim on this ground at a later date shall be summarily rejected.

However, during the execution of the works, if the contractor has to encounter artificial obstructions, which in his opinion could not have been reasonably foreseen, then the contractor shall write forthwith to the Engineer in charge of such obstruction and remedial measures needed. The Engineer in charge, if opined that the conditions cannot be possibly foreseen by an experienced contractor, he shall extend possible assistance to the contractor to overcome such obstructions. The opinion of the Engineer in charge shall be final and binding and the contractor is not entitled to advance these as reasons for any delay that may be caused to the completion of the project.

The contractor shall execute and maintain all works in accordance with the specification and to the satisfaction of the Employer. The contractor shall strictly adhere to the instructions and directions of the engineer in charge, whether included in the contract agreement or not but concerning the safe and proper execution of the works.

28. Labour

The contractor shall not employ any person who has not completed fifteen years of age in connection with the works under this contract

The contractor shall furnish the information on various categories of labour employed by him to the Engineer in charge in the form prescribed for this purpose

The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour laws, rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the Employer in respect of all claims that may be made against the Employer for non compliance thereof by the contractor.

Notwithstanding anything contained herein, the Employer reserves the right to take such action as may be deemed fit and proper for the compliance of various labour laws and recover the costs thereof from the contractor.

29. Restriction of Working Hours

Subject to any provisions contained in the Contract, none of the works shall, save as hereinafter provided, be carried on during the night or on locally recognised days of rest without the consent of the Engineer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. Provided that the provisions of this clause shall not be applicable in the case of any work which is customary to carry out by multiple shifts

30. Right of Way and Facilities

The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works

31. Removal of Improper Work, Material and Plant

The contractor shall make his own arrangements for the procurement, supply and use of the construction materials and shall ensure that the materials either procured within the country or abroad conform to the relevant specifications set out in the bid documents. In case of alternatives being used, they should be of equal or higher quality than those specified subject to the review and written approval of the Engineer in charge. Differences between the standards specified and the proposed alternatives must be described in writing to the Engineer in charge at least 30 days in advance from the date on which the approval of the Engineer in charge is needed. The disapproval of the proposal by the Engineer in charge shall result in the contractor confining to the standards set forth in the contract documents. The contractor shall arrange for the inspection of the material at the manufacturing place or other places by the department personnel

All materials and workmanship shall be in accordance with the specifications set out in the contract document and as directed by the Engineer in charge and shall be subjected to tests by the Engineer in charge or his representative at the place of manufacture or at the site of work or places wherever felt necessary. The contractor shall provide all the assistance necessary including instruments, machines and materials that are normally required for carrying out the testing/ measuring the quality/ quantity of the materials and workmanship. Any material rejected after testing by the Engineer in charge or his representative will not be used on the works

The contractor shall without claiming any extra cost, shall arrange for the testing of materials and supervision of the works. The Engineer in charge or his authorised representative will have access at all times to the places of manufacture, storage to ascertain as to whether the manufacturing process wherever mentioned is in accordance with the drawings and specifications

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

Not withstanding the previous tests of the materials by the Engineer in charge or his representative, if any portion of the work, in the opinion of the Engineer in charge is not in order, the contractor shall redo such work to the satisfaction of the Employer at no extra cost. In case of default on the part of the contractor in carrying out such orders, then the Employer shall have the right to carry out such works through some other persons and the expenses thereon or incidental thereto shall be recoverable from the contractor

32. Default of Contractor in Compliance

In case of default on the part of the Contractor in carrying out such instruction within the time specified therein, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer

33. Default by Contractor

If the contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors, or being a corporation shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the contractor shall assign the contract, without the consent in writing of the employer first obtained, or shall have an execution levied on his goods, or if the engineer in charge shall certify in writing to the employer that in his opinion, the contractor.

a) Has abandoned the contract, or

b) Without reasonable excuse has failed to commence the works or has suspended the progress of works for twenty eight days after receiving a written notice from the Engineer in charge to proceed or

c) Has failed to remove materials from the site or to pull down and replace work for twenty eight days after receiving the written notice from the engineer in charge stating that the said materials or work stands condemned and rejected under these conditions, or

d) Despite previous warnings in writing by the Engineer in charge, not executing the works and achieving the progress as stipulated in the programme schedule drawn for the contract or is persistently or flagrantly neglecting to carryout the obligations under this contract, or

e) Has, to the detriment of good workmanship, or in defiance of the instructions of the Engineer in charge or in contrary, sublet any part of the contract, then the Employer, may at his option, after giving two weeks notice in writing to the contractor, enter upon the site and the works and expel the contractor therefrom without thereby voiding.

f) The contract, or releasing the contractor from any of his obligation or liabilities under this contract, and may himself complete the works or may employ any other contractor to complete the work. The employer or such other contractor may use the construction plant, temporary works and materials which have been deemed to be reserved exclusively for the execution of the works under the provisions of the contract as may be thought fit and proper for the completion of the work. The employer may, at any time, sell any of the said constructional plant, temporary works and materials which have been deemed to be reserved exclusively for the execution of the said constructional plant, temporary works and materials which have been deemed to be reserved exclusively for the execution of the works under the provisions of the contract as may be thought fit and proper for the completion of the work. The employer may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under this contract.

g) Has carried out work in defective manner

h) Has not made payment of labour dues.

i) Has become eligible for maximum compensation under the liquidated damages clause leading to termination of the contractor.

The Engineer in charge shall as soon as may be practicable after any such entry or expulsion by the employer, fix and determine expert or by after reference to the parties, or after such investigation or enquires as may be thought fit to make or institute, and shall clarify what amount, if any, had at the time of such entry and expulsion been reasonably occurred to the contractor in respect of work then actually done by him under this contract and the value of any of the said unused or partially used materials, any constructional plant and any temporary works.

If the employer shall enter and expel the contractor under this clause, the employer shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the engineer. The contractor shall then be entitled to receive only such sum or sums, if any as the engineer in charge may certify would have payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him, then the contractor shall, upon demand, pay to the employer the amount of such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

If, by reason of any accident, or failure, or other event occurring to or in connection with the work, or any part thereof, either during the execution of the works, or during the period of maintenance, any remedial or other work or repair shall in the opinion of the Engineer in charge or his authorized representative, be urgently necessary for the safety of the works and the contractor is unable or unwilling at once to do such work or repair as the Engineer in charge or his representative may consider necessary, such works shall be carried out by the Engineer in charge. If the work or repair so done, which in the opinion of the Engineer in charge, liable to have been done by the contractor at his expense under this contract, all expenses incurred by the Employer in carrying out such works shall be recoverable from the contractor or shall be deducted by the Employer from the money due to the contractor.

Provided always that the Engineer in charge or his representative, as the case may be, shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the contractor thereof in writing.

34. Power to vary Work

The description of the works required to be executed by the contractor/ firm are set out in the specifications, schedules and drawings, but the Engineer in charge reserves the power to vary, extend or diminish the quantities of work, to alter the line, level or position of any work, to increase, change or decrease the size, quality, description, character or kind of any work, to order the contractor/ firm to execute the works or any part thereof, by day or night work, or to add or take from the work included in the contract as he may deem fit and proper without violating the contract and the contractor/ firm shall not have any claim upon the Employer for any such variation, extension, diminution, alteration, increase, change or decrease other than for the work actually done, calculated according to the prices tendered and accepted in this contract.

35. Extra for Varied Works

Any unforeseen additional work that may become necessary and is accordingly carried out under this contract based on proper written orders shall be measured and valued by the Engineer in charge at the rates contained in the contractor's/ firm's original bill of quantities. If these rates do not apply to the additional works ordered to be carried out, then prior to execution of the additional work, a rate for such work shall ordinarily be agreed upon and entered in a supplemental schedule and signed by both the Engineer in charge and the contractor/ firm.

36. Omissions

In the event of anything reasonably necessary or proper to the due and complete performance of the work (Engineer in charge will be the sole judge on these things) being omitted to be shown or described in the drawings, specifications and schedules, the contractor/ firm shall notwithstanding execute and provide at the rates noted in the bill of quantities all such omitted works and things as if they have been severally shown and described and the execution should be according to the directions of the Engineer in charge and to his satisfaction.

37. Notices Regarding Shoring etc

Wherever shoring or other works for the protection or security of the buildings/ structures are necessary, the contractor/ firm shall within a reasonable period before the execution of such works, shall serve notices upon the occupiers of the buildings/ structures to be shored up or otherwise secured and upon all other parties entitled to notice, apprising them respectively that such works are necessary, that the contractor/ firm is about to execute the same and will, at a time to be specified in such notice, enter upon the premises for the purpose of executing such works.

38. Cost of Repairs

Loss or damage to the Works or materials to be incorporated in the works between the Start Date and the end of the Defects Liability periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions

39. Suspension of Work

The Contractor shall, on the instructions of the engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer in charge.

40. Suspension of Progress

The contractor/ firm shall, without recompense, claim or demand, delay or suspend the progress of works as a whole or any part thereof, if and when or so often as directed by the Engineer in charge and for such time or times, as may be in the judgement of the Engineer in charge be necessary for the purposes or advantages of the undertaking. Upon all such occasions, whether directed or not, the contractor/ firm at his/ their expense, properly cover down and secure so much of the work as may be liable to sustain damage from weather or any other cause and shall at all times and forthwith when required properly make good all the damage or injury which such works or any part thereof may gave sustained and these should be done to the entire satisfaction of the Engineer in charge.

41. Termination

The Employer may terminate the Contract for any reason that is regarded as breach of the Contract

If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible

On termination of the contract, the Engineer shall issue a certificate for the value of work done less payments received upto the date of the issue of certificates, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be treated as debt payable to the Employer and can be recovered from any amount due or may become due to the contractor

In the case of termination, works that are pending for the proper completion of the project, shall be carried out by the Employer either by themselves or through any other agency. Any additional expenditure over the value finalised in the contract for any component or for the whole project, incurred by the Employer due to such termination, shall become recoverable from the contractor/ firm whose contract stands terminated, from the money due or may become due to him/ them.

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of Contractor's default

42. Plant etc not to be removed

The plant, tools and materials provided by the contractor/ firm shall, from the time they are brought to the site of the works, during the construction and until the satisfactory completion of the contract, shall become and continue to be the property intended for the proper fulfillment of the contract and the contractor/ firm shall not remove the same or part thereof without the consent of the Engineer in charge in writing.

43. Contractor not to occupy Land etc

In no case shall the contractor/ firm continue to use or occupy or allow to be used or occupied any land or property either for the deposit of materials or plant or for any purpose whatever, after written notice from the Engineer in charge served on the contractor/ firm to the effect requiring the contractor/ firm to remove or cause to be removed all such materials from any such land or property as aforesaid and to give vacant possession of such land or property to the Engineer in charge. All such notices shall be served through post office or other modes of delivery to the contractor/ firm at his/ their usual or last known place of business, It is enough for the Engineer in charge to send the notice through any mode of delivery as he may prefer and implement this clause irrespective of the receipt of the notice by the contractor/ firm. Should any materials or plant remain upon any such property or land or should any such land or property continue to be occupied or be used after such notice for any purpose whatsoever as aforesaid, then and in every such case and as often as the same shall happen, the contractor/ firm shall forfeit and on demand pay to the Employer the charges fixed by the Engineer in charge as and for liquidated and ascertained damages for each and every day during which the said lands or property are so used and occupied as aforesaid from the time of such notice shall have been served.

44. 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, necessary vouchers in original for the payment made to the TNEB shall be produced to the Employer by the contractor which will be reimbursed by the Employer.

45. Completion and Delivery of the Works

The completion and delivery of the works shall be deemed to be full, complete and sufficient only when the Engineer in charge accepts the same and issues a certificate in writing viz. " Certificate of Completion " under the hand of the Engineer in charge to the effect that all the works contracted for and directed to be executed have been completed and are in a sound, water tight, workmanlike and complete and usable condition and the contractor has in the opinion of the Engineer in charge reasonably fulfilled and completed his contract and undertaking except so far as it relates to the maintenance of the works as hereinafter provided. Provided always and notwithstanding anything contained in the contract, it shall be lawful for the Employer to undertake and execute either departmentally or through other parties at any period during the continuance of this contract, any kind of work, matter or thing whatsoever, which they mat consider necessary or proper to be performed and executed for the purpose of and in connection with any or all of the works under this contract and that without in any way relieving the contractor/ firm from any of his/ their liabilities and responsibilities under this contract or in any way vitiating or voiding this contract.

46. Final Certificate

When the works covered under this contract are completed in all respects, the contractor/ firm shall submit a request to the Engineer in charge to make a final measurement of the works and take over the whole of the works on behalf of the Employer and issue a final certificate to enable him/ them to submit a final bill for payment. The Engineer in charge shall thereupon, unless he records reasons in writing to the contrary, make a final measurement of the works and take them over on behalf of the Employer and sign a certificate purporting to be a last certificate. Nothing in this clause or in the agreement shall prohibit the Employer taking over and using any portion of the works which may be completed prior to the completion of the whole works of this contract.

47. Completion Certificate

The Contractor shall request the Engineer to issue a certificate of Completion of the Works and the Engineer shall issue certificate of completion after satisfactory completion of the works in all respects

48. Taking Over

The Employer shall take over the Site with the works within thirty days after satisfactory completion of the maintenance of the entire project for the stipulated period as contemplated in this contract.

49. Performance Guarantee

The period of guarantee for the entire works shall be 36 months from the date of completion and commissioning of the project to the satisfaction of the Engineer in charge of the work. If defects are noticed during the guarantee period, the firm/ contractor shall rectify/ replace wherever necessary at its/his own cost within 30 days of such intimation. If the contractor/ firm fails to carry out rectification within the stipulated time, the rectification works shall be carried out by the Employer at the risk and cost of the contractor/ firm and contractor/ firm will become ineligible for the payment of the retention amount for the said purpose.

50. Maintenance of the Project

The contractor/ firm shall successfully maintain the project for the stipulated period from the date of successful commissioning of the project. During the period of maintenance, all costs towards Labours, spares, consumables, chemicals, repairs and renewals shall be borne by the firm/ contractor. The electrical energy charges payable to the TNEB during the maintenance period shall be borne by the Employer.

51. Operating and Maintenance Manual

"As built" drawings and operating and maintenance manuals shall be supplied by the contractor/ firm at the time of handing over the completed works at his/ their cost

51.1 The contractor/firm should prepare the details of infrastructures created under the scheme in the prescribed format, supplied by the Engineer as executed by them in the booklet without any omission at the time of handing over after maintenance period. The components not included in the prescribed format but executed should be added suitably. The item of work not covered under the contract need not be included and the respective format may be deleted instead of exhibiting the format and indicating the details as "NIL" The contractor/firm should also prepare drawing using Autocad, Software showing the location and details of all components of works executed by them along with C.D.

51.2 The booklet containing the details of infrastructures with drawings should be signed by the contractor/firm and the Executive Engineer. The booklet should be of A4 size neatly prepared with computer (Laser) printout. Required number of copies of booklet may be prepared by the contractor/firm and shall hand over to various offices as indicated below retaining one copy for the contractor duly informing the Engineer.

1. Division Office	:	1 No.
2. Superintending Engineer's office		1 No.
3. Regional office		1 No.
4. Head office (Duplicate)	:	2 Nos.

52. Work on Private Property

The contractor/ firm shall not commence any work in or upon, under, across or through any land, house building, shed, yard, area, roadway, ground, garden or any other place being private property until authorised in writing by the Engineer in charge to do so.

53. Protection

It will be the responsibility of the contractor to take adequate precautions and protect the adjoining sites against structural, decorative and other damages. The contractor shall be responsible for the safety of the public properties wherever the works are executed. Whenever damages are caused to the adjoining structures, roads, bridges etc due to the execution of this contract, it will be the responsibility of the contractor to restore them to their original level at his cost

54. Accident or Injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto

55. Risk Insurance

The firm/ Contractor shall provide risk insurance at their/ his cost against loss or damages to the construction to cover from the start date to the end of the Defects Liability Period, for the following events

- Loss of or damage to the Works, Plant and Materials
- Loss of or damage to Equipment
- Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
- Personal injury or death

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. The contractor will not be eligible for any payment on this account

If the Contractor does not provide any of the policies and certificates required, the Employer shall effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due

Alterations to the terms of an insurance shall not be made without the approval of the Engineer

56. Care and Risk

From the date of commencement to the date of completion of the work and during the period of maintenance, the contractor shall take full responsibility and care thereof for the safety of the installation connected with the works. Any damage or loss are to be made good at the risk and cost of the contractor and shall ensure conformity in every respect with the requirements of the contract. The contractor shall be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of completing any outstanding work and the damage so occurred shall be rectified at the cost of the contractor.

- 56(i) Date of commencement of maintenance will be from the date of commissioning of the schemes in all respects i.e. after supply effected to all beneficiaries covered under this scheme.
- 56(ii) In cases where the work could not be completed due to the reasons beyond the control of the contractor viz due delay in getting permission from the Railway/Highway are authorities, the partial commencement of the maintenance will be permitted for other completed work/completion from the date in which these components/works were commissioned and water supply effected to the beneficiaries and of separate maintenance period may be reported as per Agreement condition for the components after its completion.

57. Safety Provisions

The contractor shall arrange for the safety provisions in his operation as required including the provisions in the safety manual published by the central water and power commission. New Delhi (January 1962 edition). In case the contractor fails to make such arrangements the Engineer in charge shall be entitled to cause them to be provided and to recover the cost there of from the contractor.

For failure to comply with the provision of Safety Manual, the contractor shall without prejudice to any other liability, pay the Employer a sum for each day of default at the rates that will be fixed by the Employer.

58. **Provision of Health and Sanitary Arrangements**

The contractor/ firm, shall provide at his/ their own expenses, first aid appliances and medicines including an adequate supply of sterilised dressing and sterilised cotton wool kept in good order under the charge of a responsible person who shall be readily available during working hours.

Water of good quality fit for drinking purposes shall be provided for the work people on a scale of not less than 15 litres per head per day. Each water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or other sources of pollution, the well shall be properly chlorinated before water is drawn from it for drinking.

Adequate washing and bathing places shall be provided separately for men and women and such places shall be kept in clean and drained condition. Latrines and urinals shall be provided within the precincts of work place and the accommodation separately for each of them shall be at the rate of 2 seats upto 50 persons, 3 seats above 50 persons but not exceeding 100 persons, and 3 seats for every additional 100 persons. The contractor/ firm shall employ adequate number of scavengers and conservancy staff to maintain the latrines and urinals in a clean condition.

Two sheds one for meals and the other for rest shall be provided separately for the use of men and women workers and properly maintained.

All the above amenities shall be provided at the contractor's/ firm's own expenses besides providing sheds for his/ their workmen.

59. Patent Rights

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, material or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto

60. Old Curiosities

All old curiosities, relics, coins, minerals and any other item of archeological importance found at the site shall be the property of the Government and shall be handed over to the Engineer in charge for depositing to the Government exchequer. Should any structure be uncovered, the instruction of the Engineer in charge shall be provided before demolition or removal of the structure.

61. Contractor Dying, becoming Insolvent or Insane

In the event of death or insanity of the contractor, the contract may be terminated by notice in writing, pasted at the site and advertised in the issue of the local newspaper. All acceptable works shall thereafter, be paid at appropriate rates after recovering all the contractor's dues to Employer, to the persons entitled to receive and give a discharge for such payments.

If the contractor is imprisoned because insolvent compound with his creditors has a receiving order made against him or carriers on business under receiver for the benefit of the creditors of any of them or being a corporation goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the employer shall be at liberty.

- a) To give such liquidator, receiver or other persons in whom the contract may become vested the option of carrying out the contract or a portion there of to be determined by the employer, subject to his providing an appropriate guarantee for the performance of such contractor
- b) To terminate the contract forthwith by notice in writing to the contractor the liquidator, the receiver or person in whom the contract may become vested and take further actions as provided in the clause pertaining to default by contractor, treating as if this termination is ordered under the respective clause.

62. Force Majeure

The works taken by the Contractors under the contract shall be at the Contractor's risk until the work is taken over by the Executive Engineer. The contractor shall arrange his own insurance against fire, flood, volcanic eruption, earth quake and other convulsions of nature and all other natural calamities, risks arising out of acts of God, acts of terrorism, civil disturbances, riots during such period and that the TWAD Board/ Government shall not be liable for any loss or damages occasioned by or arising out of any such acts of God.

Provided however that the contractor shall not be liable for all or any loss or damages occasioned by or arising out of acts of foreign enemies, invasion, hostilities or war like operations (before or after declaration of war) rebellion military or usurped power.

63. Payment out of Public Funds

The payments to the contractor/ firm shall be made out of the funds under the control of the Employer in their public capacity and no member or officer of the Employer shall be personally responsible to the contractor/ firm.

64. Bribery and Collusion

In the event of the contractor offering or giving any official of the employer, any gift or consideration of any kind as an inducement or regard for

doing, or for bearing to do, any action in relation to obtaining or in the execution of the contract or any other contract with the employer, or for showing favour to any person in relation to the contract or any other contract with the employer, or if any of the such acts shall have been done by any person employed by the contractor or acting on his behalf, either with the knowledge of the contractor or not which are all grounds for the employer to terminate the contract awarded to the contractor. Similarly if the contractor colludes with another contractor or number of contractors whereby an agreed quotation or estimate shall be offered as a bid, that will also form the basis for the employer to terminate the contract.

65. Technical Audit

It is a term of this contract that department shall have the right to carry out post payment audit and technical audit by the Engineer of the technical audit cell (or by an approved consultant of repute.) The Technical audit officer shall the officer shall the powers to inspect the work or supply, examine running account bills, final bills and other vouchers, measurement books, test reports and other documents either during progress of work or after completion of same and other recoveries from the contractor for recorded reasons even though the contractor might have been paid earlier. These recoveries are enforceable against the contractor from any amount due to him, from performance security or withheld amounts, or amount due to the contractor or may become due to him from the department on any work or supply.

66. Jurisdiction of Court

In the event of any dispute arising between the parties hereto in respect of any matter comprised in the 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.

67. Reservation of Right

The Employer reserves the right to accept or reject any or all the bids and to annul the entire process of bidding at any time. Under such circumstances, the Employer will neither be under any obligation to inform the bidders of the grounds for the action of the Employer nor the Employer will be responsible for any liability incurred by the bidder on this account.

VIII. Forms of Agreement

TamilNadu Water Supply And Drainage Board

Forwarding Slip To The **Lump sum Agreement No**.

1.	Name of Work	:
	Estimate Amount	:
	Sanctioned in Original Estimate No.	:
	Revised Estimate No.	:
2.	Name of Contractor and Address	:
3.	Original or Supplemental	:
4.	If Supplemental, Original Agreement No.	:
5.	Approximate value of work to be done under this Agreement	:
6.	If this is Supplemental, approximate value of works to be done under Original Agreement	:
7.	If bids have been called for, is the lowest tender accepted?	:
	If not reasons to be recorded	:
8.	Has the contractor signed the divisional copy of TNBP and its addenda volume brought upto date	:

- 9. Is data furnished for all items of works noted in the Schedule.
- 10. Are the rates in Agreement within the estimate rates or schedule of rates whichever is less and the Lumpsum provision sufficient or likely to be exceeded.

II. Additional Information

A. Original Agreement

- 1. Original Agreement Amount of tender excess and percentage over the estimate rate.
- If concessional rate of EMD & SD have been allowed ref. to sanction thereof

B. Supplemental Agreement

- Whether the approval of the competent authority has been obtained for the rates as required as per B.P.Ms.No. 198 dated 5.5.1998
- 2. If entrusted without tenders whether sanction is necessary with reference to total value of work covered by the supplemental agreement so far accepted.

:

:

:

:

:

:

Tamil Nadu Water Supply and Drainage Board Form of Agreement (Lumpsum)

Articles of Agreement made this...... Day of between Thiru.....

hereinafter referred to as the contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives of the one part and the Tamil Nadu Water Supply and Drainage Board (hereinafter called the Employer) which expression shall where the context so admits include its successors in office and assigns) of the other part. Whereas the contractor delivered to the Employer the bid which was opened on

.....

..... whereby the contractor offered and undertook to carryout the works specified under this contract and allied work, i.e. (name of work)

In the State of Tamil Nadu in India, and provide the works, materials matters and things described or mentioned in these presents at the prices set forth in the schedule annexed to such bid and the contractor also undertook to do all extra and varied works which might be ordered as part of the contract on the terms provided for in the conditions and specifications hereto annexed and the Employer accepted such tender in pursuance where of the parties hereto have entered into this contract.

And whereas the contractor in accordance with the terms of the said Bid has deposited in the Office of the as performance security for the due and faithful performance by the contractor of this contract, the sum of Rs......)

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.....) or such other

sum as may be arrived at under the clause of the General conditions of the contract relating to payment by final measurement at unit prices, the contractor shall and well within the time specified in his bid thoroughly and efficiently and in a good workman like manner perform, provide, execute and do all the works, materials matters of things incidental to or necessary for the entire completion of the works specified under this contract and necessary works including all works shown in the drawings hereinafter referred to or described or set forth the said specifications and schedule hereto annexed and in accordance with such further drawings and instructions as the Engineer of the Board or other Engineer duly authorised in that behalf (thereinafter) and in the annexed documents referred to as the Engineer) shall at any time in accordance with the said schedule (Bill of Quantities) and specifications provide and give together, with any alterations in the works or additions thereto, in the time and manner in such schedule (Bill of Quantities) and specifications stipulated to the entire satisfaction of the Engineer, the Employer for themselves and their successors convenient and agree with the Contractor that during the progress of the works and on the completion of contract to the satisfaction of the Engineer, the Employer shall and will from time to time on receiving the certificates in writing of the Engineer pay to the contractor according to such certificates and the terms of this contract the price or sum mentioned in such certificates as due to the contractor under the terms of this contract subject nevertheless to deductions or additions thereto or there from

which may be lawfully made under terms of this contract. It is hereby mutually agreed and declared as follows.

- a) All certificates or notices or orders for items or for extra varied or altered works which are to be the subject of an extra or varied or altered works charge shall be in writing whether so described in the contract or not and unless in writing shall not be valid or binding or be of any effect whatsoever.
- b) The term contract shall include these presents and the invitation for bid, bid documents, bill of quantities and other schedules, general conditions and specifications hereto annexed and the plans drawings herein and hereafter referred to.
- c) If the contractor claims that the decisions or the instructions of the Employer are unjustified and that accordingly, he is entitled to extra payments on account thereof he shall forthwith notify this to the Employer to record his decisions and reasons therefore in writing and shall within two weeks state his claims in writing to the Employer thereafter. The Employer shall thereafter within four weeks of the receipt of the claim, reply to the points raised in the claim. Unless resolved by negotiation or discussions immediate thereafter, within further four weeks the question of liability for such payment will be treated as a dispute.
- d) In the contract whenever, there is as discretion or exercise of will, by the Employer during the progress of the work, the mode or manner of the exercise of discretion shall not be a matter for dispute.
- e) The decision of the Employer shall be final, conclusive and binding on all. Parties to the Contract upon all questions relating to the meaning of specifications, designs, drawings and instructions, and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the erection of or failure to execute the same arising during the course of works. The above shall not be the subject matter of dispute and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the Employer.

- f) In case any question, difference or dispute shall arise on matters other than clauses (d) and (e) above and except any of the "excluded matters" mentioned in bid documents touching the construction of any clause herein contained on the rights, duties and liabilities of the parties hereto or any other way touching or arising out of these presents, the same shall
 - i) 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.
 - ii) Provided always the contractor shall not except with the consent in writing of the Engineer in any way, delay carrying out works in any such matter, question or dispute being referred to court but shall proceed with the works with all the diligence and shall until the decision of the Employer and no award of Competent Civil Court shall relieve the contractor of his obligations to adhere strictly to the instructions of the Engineer with regard to the actual carrying out of the works.
- g) Time shall be considered as essence of the contract and the contractor hereby agrees to commence the work immediately. The fifteenth day from the date of issue of work order shall be reckoned as the start date of contract period and complete the work within 3 (Three) months and to show progress at the stipulated milestone.

In witness where of the contractor

and the Employer on

behalf of the Board have caused their common seal to be affixed the day and year first above written Signed, sealed and delivered by the said.

> In the presence of Signature of Contractor Name and Seal.

Signature, Name and Designation of Witness.

Signed by on behalf of TWAD Board. Signed, Name and Designation of Witness

SUPERINTENDING ENGINEER TWAD BOARD

Letter of Negotiation

In pursuance of negotiation with the Executive Engineer/ Superintending Engineer / Chief Engineer of Division/Circle /Region on

I/We agree to reduce the rate in the BOQ as follows.

S1. No.	Name of work	Rate already Quoted in the BOQ	Now reduced rate

Signature of Contractor

Indemnity Bond

This deed of indemnity bond executed at
(place) on thisDay
ofyear by and
between Thiru/Tmt.(Name)
widow/wife/son/daugher of Thiru/Tmt
residing at
(full address) (hereinafter called "contractor" which expression unless excluded
by or repugnant to the context include his/her heirs, executors administrators
and legal representatives) to and in favour of the TWAD Board (hereinafter
called" the Engineer, which expression shall unless excluded by or repugnant to
the context include its successor and assigns) represented by the
Superintending Engineer of Circle/Executive Engineer
of division, Assistant Executive Engineer of sub division(place)
shown as follows.

- 2. Whereas the contractor has submitted the bid for (description of work) at.....(place of work or supply) and such bid has been accepted subject to the relevant conditions to contract appended to Tamil Nadu Building Practice and other conditions issued along with bid documents.
- 3. And where as in pursuance of the terms of contract, that a sum equal to 21/2 % of the total value of work done, have been retained with the Employer for a period of two years reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work and the structural stability of the work executed by the contractor.
- 4. And whereas it was decided to refund the said sum equal to $2\frac{1}{2}$ % of the total value of the work done retained with the Employer on the expiry of two years period reckoned from the date of completion of work provided that the

TENDERER

contractor execute an indemnity bond for a period of three years indemnifying the Board against any loss or expenditure incurred to rectify any defect noticed due to the faulty workmanship by the contractor or substandard material used by the contractor during the period of three years.

- 5. Now this deed of indemnity witness that in consideration of the contract entrusted to the contract or by the Employer, the contractor has agreed to the following terms and conditions and executed this indemnity bond in conformation of all and undertakes to comply with the terms referred to infra.
- 7. It is hereby confirmed that in all other respects, the agreement conditions will be binding between the parties.

In witness whereof Thiru/Tmt/Miss	.contractor
has signed this deed on this day	of
monthyear.	

Witness:

Signature of Contractor

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

AND WHEREAS it has been stipulated by you in the said Contract that the 'contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract:

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee Unconditionally and irrevocably to guarantee as primary obligator and not as mere surety, ass the payments to the

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible behalf of the total to you, on Contractor, upto а of(amount of Guarantee)(amount in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay pay unconditionally and irrevocably upon your first written demand and without cavil or argument, any sum or sums within the limits of

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(amount of guarantee) as aforesaid without your needing to prove or t show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the defects liability period.(i.e upto)

SIGNATURE AND SEAL OF THE GURANTOR

Name of Bank	
Address	

Date

IX. Bill of Quantities

SCHEDULE - A

(to be furnished separately as Price Bid)

Preamble :

1. Bill of quantities shall be read in conjuction with the instructions to bidders' General and Special conditions of contract. Technical Specifications and Drawings.

2. The quantities given in the bill of quantities are estimated and provisional and are given to provide a common basic for bidding. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the rates 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 also includes taxes and duties on raw materials and finished products involved in the construction 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. (to read with clause 49 of Chapter V "Payments and Recovery)

4. A rate or price shall be entered against each item in the priced bill of quantities, whether quantities are stated or not. The cost of items against which failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the bill or quantities.

5. The Whole cost of complying with the provisions of the contract shall be included in the items provided in the price bill of quantities, and where no items are provided the cost will be deemed to be distributed among the rates and prices entered for the related items of work.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the bill of quantities. References to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced bill of quantities.

Name of work: WSIS to Pandamangalam Town Panchayat in Namakkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m dia at river Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete including trial run, commissioning and maintenance of the scheme.

S1.	Description				Rate	e in	
No.	of item of works	Quantity	Specification	Unit	Figures	words	Amount

X. Schedule B, C, D & E

SCHEDULE – B

LIST OF DRAWING

Name of work: WSIS to Pandamangalam Town Panchayat in Namakkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m **dia.**@**River** Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete including Trial Run, Commissioning and Maintenance of the Scheme

Sl. No.	Description	Nos.
	Plans should be referred to Division Office	

Note: All drawing to be signed by the contractors as well as by officers entering into contract.

TENDERER

SCHEDULE - C

RATE OF PROGRESS

The fifteenth day from the date of issue of work order shall be reckoned as the start date of Contract Period

The Date of acceptance of agreement

The Date of handing over of site

The entire project must be completed in all respects within 6 (Six)

Months

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

		PERCENT	AGE OF COMP	LETION
SL.	NAME OF COMPONENT	AFTER A PERIOD OF (IN MONTH)		
NO.		2nd Month	4th Month	6thMonth
	WSIS to Pandamangalam Town Panchayat in Namakkal District- Supply, delivery, erection and commissioning of open well submersible pump sets at Head works site, Supply, delivery, Laying, Jointing & Testing of Pumping Main and Feeder main, Construction of Infiltration well of 4.50m dia. At River Cauvery Connecting main from Infiltration well to river bank, with anchorage arrangements, Construction of 0.90 LL Capacity Service Reservoir with 16m staging height with pipe connection, Construction of pump Room of Size 3m x 2mx2.40m etc.,complete including Trial Run, Commissioning and Maintenance of the Scheme	30 %	40%	100%

SCHEDULE - D

MATERIALS

All the materials 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 are 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 workmen ship. Any material rejected after testing by the Engineer in-charge or his representative should not be used on the works.

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

Supply by Board

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

XII. SCHEDULE – E

TECHNICAL STAFF TO BE EMPLOYED

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

Name of the Technical staff to be employed	:
Qualification	:
Experience in Years	:

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.

SI. No.	Value of Contract	Scale and minimum qualification prescribed for the employment of technical staff	Rate of Penalty
1.	Above Rs.1,00,000 upto Rs.5,00,000 lakhs	One DCE / LCE / LSE holder are a retired JE (Civil) of TWAD or Other Engineering department.	Rs.2,000/-per month
2.	Above Rs .5.00 lakhs up to Rs.10.00 lakhs.	One BE.(Civil) or equivalent Engg. Degree with atleast one year experience (or) retired AEE of TWAD or other Engg. Department.	Rs.5000/ per month.
3	Above Rs.10.00 lakhs Up to Rs.25.00 lakhs	One BE.(Civil) or equivalent Engg. Degree with atleast three years experience (or) retired AEE of TWAD or other Engg. Department in additional to one LCE/DCE/LSE holder.	Rs.5000/ per month plus Rs.2000/ per month
4)	Above Rs.25.00 lakhs.	One BE.(Civil) or equivalent Engg. Degree with atleast three years experience (or) retired AEE of TWAD or other Engg. Department in additional to two LCE/DCE/LSE holders	Rs.5000 plus Rs.4000 per month

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

XI. TECHNICAL SPECIFICATIONS

INDEX

S1.No	Description	Page No.
I	Material	
II	Civil Works	
III	Pipe laying works	
IV	Water Retaining Structures	
V	Maintenance of the Project	
VI	Reference for Specification/ Code of Practice	

I. MATERIALS

All materials required for the works shall be procured and supplied by the contractor himself. The materials shall be of good quality and conforming to relevant BIS. The materials which are classified for ISI marking should be supplied with ISI marking only.

1. Cement and Steel

1.1. The entire quantity of cement and steel required for the work will be procured by the contractor. The contractor is responsible for all transport and storage of the materials and shall bear all related cost. The Employer shall be entitled at any reasonable time to examine the cement and steel supplied by the contractor.

1.2. The cement procured by the contractor shall comply with requirements of IS 269/1976 with the latest revision thereof for ordinary portland cement. It shall be of the best normal setting quality unless specially rapid hardening or quick setting quality if expressly instructed by the Engineer to be supplied. Each bag shall bear ISI Certification mark and as per specification no. 10 of TNBP Volume I.

1.3 The steel bars shall comply with the requirements set forth in the IS 432 Part I, IS 1139, IS 1786 as the case may be with the latest revision thereof and the test as described for ultimate tensile strength, bond test and elongation tests.

All reinforcing steel shall be clean and free from oil, grease, loose scales or rust or other coatings of any character which would reduce or destroy the bend. Each band containing the bars shall bear the ISI Certification mark.

1.4 The cement/steel shall be tested in nearby laboratories of Polytechnic or Engineering College by the Employer. Two samples should be taken by the Engineer in charge in the presence of the contractor or his authorised representatives or the technical personnel employed by the Contractor as in the agreement. The contractor shall without extra cost provide samples and cooperate in the testing of the cement/steel. One sample shall be got tested and the other sample shall be retained by making clear identification in the sample by the Engineer in charge so as to identify at a later date. The cost of such test shall be borne by the contractor.

1.5 All cement shall be procured in bags and shall be stored in a dry place for which the contractor shall be responsible. Consignment of bagged cement shall be properly stacked in a manner which will permit easy access for inspection and definite identification. Cement shall be used in approximately in the chronological order in which it is received, but cement that has been stored for a period longer than 4 months from the date of initial sampling shall not be

used unless it has been retested at the expenses of the contractor and passed by the Engineer in charge as good quality on the retest. Cement aged more than 180 days from the date of initial sampling shall be rejected.

1.6 Cement which has become caked or perished shall on no account be used on the works and shall be rejected. Although the Engineer may have passed any consignment, he shall however have the power at the subsequent time to reject such consignment if he finds that any deterioration in the quality thereon has taken place.

1.7 A record of the quantity cement /steel procured with the name of dealer, bill number and date shall be maintained by the contractor. This should be produced for examination by the Engineer in charge at any time. The age of the cement shall be reckoned from the date of manufacture and it shall be verified by the Engineer in charge.

1.8 The rejected consignment of cement and steel should be removed from the site within two days.

2. Aggregates

2.1 Sand for use in masonry and plaster works shall confirm to relevant specification in TNBP (specification No.7) and I.S. 2116/1985, 1.S.1542/1977.

2.2. The coarse and fine aggregates for concrete shall conform to I.S. 383 /1970 and as specified in the relevant clauses of I.S. 456/ 1978. Other aggregates free from deleterious materials shall be used at the concurrence and approval of the Engineer after sufficient tests have been carried out at the contractor's cost

2.3. The maximum quantities of deleterious materials in the aggregates, as determined in accordance with I.S 2386(Part II) /1963 shall not be exceed the limits given in table I of I.S. 383. Unless otherwise specified all coarse aggregate in RCC shall be graded aggregate of 20 mm. nominal size. All aggregates shall be stored in hard impervious surface to ensure exclusion of all foreign materials and as per IS 4082/1977 and specification No.5 of TNBP volume I.

3. Water required for Construction

3.1 The water used in the construction shall be of potable quality and shall be tested the contractor' cost. The contractor has make his own arrangements at his cost for water required for construction, testing, filling etc. either from local bodies or from elsewhere, by paying the charges directly and arranging tanker etc., as per necessity. No claim for extra payment on account of non availability of water nearby or extra lead for bringing water shall be

entertained. All required piping arrangements and pumping if required for water shall be made by the contractor at his cost. Water for mortar, mixing and curing of concrete shall be free from harmful matter or other substances that may be deleterious to concrete or steel and taken from a source approved by the Engineer. Ground water for mixing and curing shall conform to the provisions in the class 4.3 of IS 456/1978.

4. Admixures.

Only where a beneficial effect is produced shall any admixture be used and that too after test has been carried out to convince the Engineer that no harmful effect will be produced by the use of such admixture and after approved by the Engineer. The admixture shall conform to IS 9103/1972.

5. Form Work and Centering

5.1. Steel/wooden form centering shall be used. If wooden form work is

used, it shall consist of planks not less than 40 mm thick and strong props.

This shall be providing complying with clause 10 of IS 456 / 1978 and

specification no. 30.8 of TNBP The timber of form works shall be best hard wood and got approved by the Engineer in charge. This shall be deemed to be included in the items of contract even otherwise specified.

6. Separator (Cover Block)

6.1 For bottom cover of beams, slabs etc., separators of pre cast cement motor blocks of suitable size with wire embodiment as directed shall be used and tied to the reinforcement. Between layers of reinforcements, separators consisting of pieces of bars of suitable diameter shall be used. The required cover shall be provided as per clause 24-4 of IS 456/1978

7. Pipes, Specials and Valves.

7.1 General.

7.1.1 All types of pipes required for the works should be good quality conforming to relevant BIS and should be procured from reputed manufacturer or his authorised dealer. Each pipe should bear the trademark of the manufacturer, the nominal diameter, class, weight, batch number and the last two digits of the year of manufacture suitably and legibly marked on it. The

Engineer shall have the right to conduct any test to ascertain the quality of the pipes supplied by the contractor. The contractor should make all necessary arrangements for testing the pipes. All the charges and expenses towards the testing shall be borne by the contractor. The materials which are classified for ISI marking should be supplied with ISI marking only.

7.1.2 If on examination of any sample from any portion of the supply, the materials are found to be sub standard and not fully in accordance with the relevant specification, the entire consignment shall be rejected. In case of doubt whether the materials conform to the specification or not, the decision of the Executive Engineer shall be final

7.2 C.I Pipes

7.2.1 CI pipes shall be procured from the reputed manufacturer and the pipe shall conform to IS 1536/1976 or IS 1537/1976. The pipes shall bear ISI mark. The test certificate furnished by the manufacturer should be produced.

7.3 AC Pressure pipes

7.3.1 AC pressure pipes procured by the contractor shall strictly conform to IS 1952/1989 and as amended from time to time and the pipes should bear ISI marking. The pipes should be procured from reputed firms manufactured under Mazza Process. The CID Joints should confirm to ISS 8794 /1988 and as amended from time to time. The AC Couplers together with rubber rings for jointing the pipes should properly suit the AC pipes and withstand the same test pressure as the AC pipes. The test certificate issued by the manufacturer should be produced. The pipes shall be subjected to third party inspection also and the test certificate showing the inspection agency should also be produced.

7.3.2 The Engineer shall have the right to test the pipes for the quality wherever felt necessary. All charges incurred in testing the pipes shall be borne by the contractor.

7.4 PVC pipes.

7.4.1 The unplasticised PVC rigid pipes shall strictly conform to IS 4985/1988 and amended from time to time and shall carry ISI marking in every pipe.

7.4.2 The contractor should procure the PVC rigid pipes from a reputed manufacturer.

7.4.3 The contractor should furnish the test certificate issued by the manufacturer.

7.4.4 The manufacturer's test certificate and third party inspection certificate should be produced by the contractor for the pipe used in the works.

7.4.5 In addition to third party inspection, wherever felt necessary, the Engineer shall have the power to test the PVC pipes for its quality such as specification gravity, impact strength at 00C internal hydraulic pressure test, diameter, thickness etc. in TWAD Board laboratory.

7.4.6 The PVC pipe joints shall be with solvent cement of good quality, conforming to IS 14182/1994.

7.4.7 The Engineer in charge, shall verify, in addition to the test certificate, whether the pies are as per BIS, by visual examination, diameter, weight, wall thickness, flexibility, colour etc.

7.4.8 All the PVC specials required for use in conjunction with PVC pipes, should be got approved by the Engineer-in-charge.

7.5 GI pipes

7.5.1 GI pipes should be procured by the contractor from reputed manufacturer or from their authorised dealer of reputed manufacturer and should conform to IS 1239 /1979 part I, namely the inner and outer diameter, length and weight. The pipes which are found to be not conforming to relevant specification shall be rejected by the Engineer-in-charge.

7.6 CI D/F Pipes

7.6.1 The CI D/F Pipes procured for use in the wok should conform to the relevant BIS Specification and suitable for use in the work.

7.7 Valves

7.7.1 The contractor should procure reputed make of sluice valves, scour valves, reflux valves and air valves from the manufacturer or his authorised dealer and they should conform to the relevant BIS Specification and suitable for use in the work. The valves shall bear ISI marks.

7.8 CI/PVC/GI Specials and Fittings

7.8.1 The specials and fittings should be in conformity to the relevant BIS specification.

7.9. Testing of pipes

7.9.1 The manufacturer test certificate/third party inspection certificate should be produced by the contractor for the pipes used in the work. The engineer shall have the right to test the pipes, wherever felt necessary for its quality. All testing charges should be borne by the contractor.

7.9.2 Testing of materials to be used in works, for the quality o finished

items shall generally be done by the contractor at his own cost in the laboratory

approved by the Employer by providing requisite materials, transport of test

specimen and other assistance required thereof.

I. CIVIL WORKS

1.General

- 1.1. Tamilnadu Building Practice (TNBP) shall be strictly followed for carrying out different items of the work for which no standard specifications are available and no alternate specification have been given under the description of works.
- 1.2. Where any provision of the TNBP is repugnant to or at various with any provision under BIS or discription of work, technical specifications and conditions of contract, the provisions of the latter shall be deemed to supercede the provision of the TNBP.
- **2.** Earth work
- 2.1 Specification.

Tamil Nadu Detailed Building Practice (Specification No. 23 to the extent applicable) shall be followed for earthwork excavation.

2.2 Conveyance

The excavated earth, blasted rubble etc., shall be conveyed and deposited in the departmental lands within 150m. of plant site and as directed by the Engineer in charge.

2.3 Stacking.

Where the location of the work is such and does not permit the deposition of excavated earth while digging trenches for laying pipes, the excavated earth should be conveyed to a convenient place and deposited there temporarily, as directed by the Engineer-in-charge. Such deposited soil shall be reconveyed to the site of the work for the purpose of refilling of trenches, if it is suitable for refilling. The unit rate for trench work of excavated and refilling shall include the cost of such operation

2.4 Disposal of surplus Earth

The excavated soil which is surplus to that required for refilling and after allowing for settlement will have to be removed, spread and sectioned at places shown on the site during execution for purpose of widening or leveling the road. Sectioning is to be done as detailed in TNBP. It is to be understood that no extra payment, will be made for this and the unit rate for trench work of excavation and refilling shall include the cost of removal of surplus earth to disposal site approved by the Engineer-incharge, its spreading and sectioning at the bidder's expense.

2.5 Shoring, Strutting and Baling out Water

The rate for excavation of trench work shall include charges of shoring strutting, bailing out water wherever necessary and no extra payment will be made for any of these contingent works. While bailing out water, care should be taken to see that the bailed out water is properly channelised to flow away without stagnation or inundating the adjoining road surfaces and properties.

- **3.** Concrete
- 3.1 Specification

Concrete for use in the works shall generally comply with TNBP (specification No.30) and the relevant BIS. The concrete mix shall be specified proportions satisfying the maximum aggregate size, water cement ratio and required cube strength and workability as per IS 456-1978. Such concrete must be adequately vibrated to form solid mass without voids. The entire concreting works should be done only with the prior approval and in the presence of Engineer in charge.

3.2 Mixing of Concrete

The concrete shall be proportioned as far as cement and aggregates are considered by volume. The amount of water required being measured either by weight or volume the adjustments must be made to frequent intervals at the discretion of the Engineer or his assistant to account for the moisture content of the aggregates. The mixing operation shall be performed only a mechanical concrete mixer and shall continue until the whole batch of uniform consistency and colour. The mixing of concrete shall be done in accordance with clause 8 and 9 of IS 456-1978.

- 3.3 Transporting, Placing and Compacting Concrete
- 3.3.1 Transportation, placing and compaction of concrete mix by mechanical vibrators shall be done in accordance with clause 12 of IS 456-1978. It is imperative that all concreting operations be done rapidly and efficiently with minimum rehandling and adequate manpower shall therefore be employed to ensure this.
- 3.3.2 The forms shall be first cleaned and moistened before placing concrete.
- 3.3.3 The mix should be dropped from such a height as it may cause segregation and air entrainment. When the mix is placed in position, no further water shall be added to provide easier workability.
- 3.3.4 No concrete mix shall be used for the work if it has been left for a period exceeding its initial setting time before being deposited and vibrated into its final position in the member.

- 3.3.5 While one concrete is being placed in position it shall be immediately spreaded and ramped sufficiently and suitable to attain dense and complete filling of all spaces between and around the reinforcement and in to the corners of form work for ensuring a solid mass entirely free from voids.
- 3.3.6 Construction joints required in any of the structural members shall be provided generally complying with clause 12.4 of IS 456-1978 and as directed by the Engineer in charge. The efficiency of tempering and consolidation will be judge by complete absence of air pockets, voids and honey combing after removal of form works.
- 3.4 Curing
- 3.4.1 Curing shall be done to avoid excess shrinkage or harmful effort to the members generally complying with clause 12.5 of IS 456-1978.
- 3.4.2 The method adopted shall be effective and any special method used must be approved by the Engineer and be subject to complete supervision.
- 3.4.3 Any deficiency in concreting such as cracking, excessive honeycombing, exposure of reinforcement or other fault which entail replacement of the defective part by fresh concrete and whatsoever remedy reasonable required without hampering the structural safety and architectural concept, all at the cost of contractor.
- 3.5 Removal of Form Work
- 3.5.1 Removal of form work shall be done as per TNBP and BIS and as directly by the engineer in such a manner that no damage is caused to the structures. The striping time shall not be less than that indicated in clause 10.3 of IS 456-1978.
- 3.6 Testing of Concrete
- 3.6.1 During the course of construction works, preparation of test specimens, curing and casting of concrete shall be done in accordance with IS 1199 and IS 516 to ascertain the strength requirements and acceptance criteria indicated in IS 456-1978. The contractor shall provided all apparatus, labour and arrange to test the cubes at his own cost at the test laboratory decided by the Employer.

- 3.6.2 In addition to the above tests, any other test which may if desired by the Engineer in charge be carried out from time to time as per relevant specifications at the cost of contractor. In case the concrete does not meet the strength required, all corrective measures shall be taken at once at the contractor's cost.
- 3.6.3 The inspection and testing of structures shall be done in accordance with clause 16 of IS 456-1978

4. Masonry

- 4.1 All masonry works such as Random Rubble /Coarsed Rubber/Brick work must be done as per TNBP Specification and Bid schedule specification.
- **5.** Plastering
- 5.1 Plastering would be 12mm. 20mm and 25 mm. thick cement plaster either plan or water proof as may be specified.
- 5.2 The plastering items shall be executed in thickness and cement mortar of proportion as detailed in respective item in the BOQ. Similarly the plastering shall be either ordinary or water proof as specified in respective item in the BOQ.
- 5.3 In case of water proof plaster standard and approved water proofing compound shall be mixed in cement mortar in required percentage as directed and then the plaster is applied.
- 5.4 The finishing shall be either smooth or rough as may be directed by the Engineer unless otherwise specifically mentioned in the BOQ.
- 5.5 Neeru finish wherever directed by the Engineer shall be done at no extra cost.
- 5.6 Curing and watering shall be done as directed and plaster shall be in alignment and level. Any substandard work is liable to be rejected and shall have to be re-done at contractors cost. Sand to be used shall be of approved quality only. Cost of all scaffolding shall be included in the rates quoted in the BOQ.

6. Flooring

- 6.1 40mm. thick cement concrete 1:2:4 shall be provided for flooring. The size of metal shall not be more than 12mm. and it shall be properly graded. A thin coat of very fine plaster shall be provided on top to give a smooth finish. The marking of false grooves to surfaces as directed includes the cost of labour.
- 7. Doors and Windows
- 7.1. Sizes shown on drawings are clear openings in masonry and not the shutter's size. These sizes shown on drawings are, therefore inclusive of required frame sizes and doors, windows, etc. and shall be manufactured, accordingly. If sizes bigger than shown in drawings are manufactured, as instructed specifically in writing they shall be measured and paid for accordingly.
- 7.2. The work shall be executed as per the size of frame thickness of shutter type viz. Plain planked panelled, glazed, etc., and fixture, etc., as described in tender item. Iron bars for windows and ventilators are to be provided if specifically mentioned in the tender item. Iron bars for windows and ventilators are to be provided if specifically mentioned in the tender item at Contractor's cost. Specifications in TNBP shall be applicable.
- 7.3. The design of shutters and quality of wood shall be got approved form the Engineer-in-charge before manufacture. The CW/TW to be used for wood work shall be inform in substance straight, free from large deed knots, flows flanks. The work shall be done as per specification of TNBP latest edition. The joints shall be perfect.
- 7.4. Part of wood embedded in masonry shall be painted with the tar. The frames of doors, windows, ventilators, etc. shall have proper hold-fasts embedded in masonry.
- 7.5. Whenever iron bar is to be provided as per tender item the rate thereof is included in tender item. The painting shall be done as prescribed in tender item. No painting, however, shall be permitted till the woodwork is approved by the Engineer-in-charge.

- 7.6. Any substandard work not conforming to the specifications are liable to be outright rejected and Executive Engineer's decision in such cases shall be final and binding on the Contractor.
- 7.7. The mode of measurement shall be on area unit as mentioned in BOQ.
- 8. Painting
- 8.1 The work shall be carried out as per the description of the tender item and as directed by Engineer-in-charge. It shall be white washing, distempering and or snowcem painting. Shade and make shall be as directed by the Engineer and for discorative purpose, Engineer may ask for different components or different parts of the same component which the Contractor shall have to do within his tendered rate only at no extra cost to the Employer. Cost of priming coat as directed, scaffolding, etc. shall be included in the tender rate. The work shall be executed as per the specifications of TNBP for painting.

In general, all items of works must be done as per TNBP specifications and bid schedule specifications.

III. Pipe Laying Works

1. General.

1.1 The earthwork for the pipe laying work shall generally conform to the details given below:

Sl.No.	Dia of pipe	Depth of Bottom	Width of
	in millimeter	of pipe below	trench at
		Ground level	bottom in
		in centimeter	Centimeter
1.	PVC Pipe upto 14	0 105	60
2. For o	ther Pipes upto 15	0 105	75
3.	200	110	80
4.	250	120	80
5.	300	135	80
6.	350	145	90
7.	400	155	90
8.	450	170	100
9.	500	185	100
10.	600	205	110
11.	700	230	120
12.	750	245	125

- 1.2 Wherever necessary, sand cushioning for the bed shall be given as per IS Standards and as directed by the Engineer in charge. The pipe should be laid true to the alignment line and grade Wherever necessary, appropriate bends should be used. The pipes laid must be jointed properly and carefully by using approved type of jointing materials.
- 1.3 After the pipes are laid and jointed, the pipelines are to be subjected to hydraulic pressure test as detailed in the relevant BIS Specification for various types as indicated below.

A.C. Pressure pipes	 Clause 2 of IS 6530/1972
Cast iron Pipes	 Clause 6 of IS 3114/1985
PSC Pipes	 Clause 2 of IS 783/1985
PVC Pipes	 Clause 2 of IS 7634/1975

In portion of pipe line, where the pipes have developed cracks or sweating, such pipes with jointing materials shall be removed and relaid with new pipes at the contractor's cost and the pipe line shall be retested to the entire satisfaction of the Engineer in charge. No extra payment will be made on this account. The bidder has to make his own arrangements for the procurement of the required equipments for testing of pipes which shall be subjected to such test as the Engineer-in-charge deems fit to ensure the accuracy of the gauge.

- 1.4 Refilling shall be done with proper compaction with excavated earth. In no case the contractor shall be allowed to refill the trenches in hard excavated portion to be refilled by the boulders or excavated stuffs. This portion of trench shall be refilled by the soft strata from excavated stuff from distance place at no extra cost. The refilling shall be done in 15cm thick layers duly waiting and compacting each layer. The refilling may be done upto a height of 20 to 30 cm than the natural ground level to allow that sinking afterwards. If the refilling gets sunk below the natural ground level at any time till the completion of the work, the contractor at his cost should make good there filling to the required level as may be directed by the Engineer in charge.
- 1.5 In case of pipe trenches, the Engineer may reduce the width of trench wherever a hard strata is met with, if he feels adequate and just sufficient to lay the pipe line in order to reduce the hard rock quantity. In such case the contractor will be paid as per the actual measurement.
- 1.6 If the work is in a residential area, the contractor should carry out the excavation carefully to avoid collapse of any structure.
- 1.7 Valves shall be provided with valves pits with proper cover to bear the loads coming on it as per bid documents an departmental drawings and specification Public fountains, Fire hydrants shall be provided as per type design and specification.
- 1.8 Adequate protective measures shall be taken against surge pressure. Zero velocity valves and air cusion valves should be provided at the appropriate places; Trust blocks and anchor blocks should be provided at all bends and appropriate places.
- 1.9 Water required for testing the pipeline shall be arranged by the contractor at his cost.

2. Laying of Cost Iron Pipes

2.1 The laying and jointing of cast iron pipes shall be carried out as follows.

Before laying the pipes, the contractor shall carefully brush then to remove any soil, stones or other materials which may be therein. An even and regular bed having been prepared and joint pit excavated to form a recess under the socket of each pipe of no greater depth and width than to enable the pipe jointing to be properly done. Each pipe shall then be carefully lowered and placed singly in the trench and shall rest in the solid ground for a distance of not less than two thirds of its entire length. In places where the soil is not hard, cement concrete bed blocks or timber piles have to be provided under the pipes if directed by the Engineer in charge.

2.2 Pipes not Truly Laid

Any pipe or pipes laid, which on inspection are found to diverge from the true lines and levels shall be removed and relaid to the true lines and levels and the old jointing properly cleared off the pipes and fresh joints made by the contractor at his expense. Any pipes damaged in removal shall be replaced by the contractor at his cost.

2.3 Cutting of C.I.Pipes.

Where necessary and as ordered by the Engineer in charge, the Contractor shall cut the pipes and fix and joint common collars for jointing spigot ends. The cut ends of the pipe shall be made truly at right angles with the axis of the pipe.

2.4 Covering up Open Ends.

The Contractor shall take particulars care to ensure that the apertures and open ends of pipes are carefully covered whenever the workmen are not actually employed therein.

2.5 Jointing of C.I. Pipes.

The trench must be kept quite dry during jointing unless in any particular case the Engineer permits laying of the pipe in wet conditions. Plain spigot and socket pipes shall be joined as follows.

a) Lead joints

Generally lead joints shall be used for all sizes. In the case of 100 mm pipes, cement joints may be used if specified in which case for every ten cement joints, one lead joint shall be used. Provision of lead joints shall also be made at street crossings, at closing joints and for all specials and as determined by the Engineer depending upon the site condition.

The spigot of the pipe must be forced well home into its socket and must be centered, so that the joint may be of even thickness all round. As may laps of white hemp spun yarn as may be needed to leave the space required for the lead shall be driven to the bottom of the socket without being forced through the joint into the pipe but carefully driven home with a caulking tool. The proper depth of each joint shall be tested before running the lead by passing completely round it a wooden gauge, notched out to the correct depth of lead, the notch being lead close against the face of the socket. The joints shall then be run with molten lead in sufficient quantity so that after being caulked solid, the lead may

project 3mm beyond the face of the socket against the outside of the spigot but must be flush with the outside edge of the socket.

For pouring lead in the joints, a ring of hemp rope covered with clay shall be wrapped around the pipe at the end of the socket leaving an opening at the top of the socket into which the lead can be poured. The hemp rope shall be supported by clay packing so as to withstand the operation of lead pouring.

The lead used shall be carefully skimmed of all scale, when melted in a cast iron pot or patent melting machine. Sufficient lead shall then be taken by a ladle and run hot into the joint, and the joint filled at one running. The joint shall then be caulked when cool by a suitable caulking tool ad a 2 kg. hammer and the joint left neat and smooth.

The weight of lead and hemp which shall be used in each joint shall be used in each joint shall be in conformity with the table given below or as specified by the Engineer.

Nominal size of pipe in mm.	Lead / Joint In kg.	Depth of Lead joints in mm.	Spun Yarn per joint in kg.
80	1.8	45	0.10
100	2.2	45	0.18
125	2.6	45	0.20
150	3.4	50	0.20
200	5.0	50	0.30
250	6.1	50	0.35
300	7.2	55	0.48
350	8.4	55	0.60
400	9.5	55	0.75
450	14.0	55	0.95
500	15.0	60	1.00
600	19.0	60	1.20
700	22.0	60	1.35
750	25.0	60	1.45
800	31.5	65	1.53
900	35.0	65	1.88
1000	41.0	65	2.05
1100	46.0	65	2.40
1200	50.0	70	2.60
1500	66.5	75	2.80
8 Inches	4.54	2.00 Inches	0.29
9"	5.10	2.00	0.31
10"	5.67	2.00	0.34
12"	6.58	2.00	0.48
14"	9.30	2.50	0.63
15"	9.98	2.50	0.68
16"	10.66	2.50	0.74
18"	14.06	2.50	0.95
20"	16.33	2.50	1.04

Quantity of lead and spun yarn for different sizes of pipes.

21"	17.92	2.50	1.08
24"	20.41	2.50	1.21
27"	23.13	2.50	1.33
30"	25.86	2.50	1.46
33"	28.35	2.50	1.65
36"	31.58	2.50	2.40

Note:

The quantities of lead and spun yarn given in the table are provisional and variation of 20 precent is permissible.

b) **Flanged joints**.

Flanged joint should be made by painting the facing of the flange with white lead freely and bolting up evenly on all sides. A thin fibre of lead wool may be very useful in making the joints water tight where facing of the pipes is not true.

When packing must be used, it should be of rubber insertion of approved thickness. The packing should be of the full diameter of the flange with proper pipe hole and bolt holes cut out evenly on both the inner and outer edges. Where the flange is not fully faced, the packing may be of the diameter of the packing strip only. Proper placing of the pacing should be checked before another pipes is joined on.

c) Cement Joints

The cement for the joints shall conform to IS269\1996 specification for ordinary, rapid hardening and low heat portland cement.

Cement and water taken in proportion 8: 1 by weight shall be thoroughly mixed. The mixture shall be such that when it is tightly compressed by hand into a ball and the ball is broken into two pieces the break shall be clean. If the hand becomes water stained, it has to be considered that the water is excessive. If there is evidence of crumbling in the break, water added is less than required. The cement mixture shall ring with metallic sound while caulked.

Cement which has been wet for more than one hour or which has undergone initial set shall not be used for jointing.

Making the joints

When new pipes are laid close ahead of a newly made cement joint, the disturbance caused during the forcing home of the pipe ends into the sockets during the adjustment of the pipe to proper alignment may damage the new joint. To avoid this damage, jointing shall be done only when there are at least six pipes laid to the final grade and alignment ahead of the joint to be made of the joint to be made. Starting at the bottom of the joint the joint space shall be filled with wetted cement and caulked. The remaining joint space shall than be refilled with cement and caulked until the joint is practically flush with the face of the socket. The mixture shall be thoroughly compacted to make a water tight joint. No water shall be allowed to touch the joint until the initial set had taken place. Immediately after initial set has taken place, the joint shall be covered with wet burlap, or other approved wet materials to ensure complete hydration of the cement. No water shall be allowed into the pipe until the elapse of 12 hours after the last joint in the line is made. Filling the pipe with water without pressure after this interval will be beneficial to curing of the joint.

d) Rubber Ring Joints

In the case of rubber ring joints or push on joints, the groove and the socket shall be thoroughly cleaned before inserting the rubber gasket. While inserting the gasket it shall be made sure that it faces the proper direction and that it is correctly seated in the groove. After cleaning dirt or foreign materials from the plain end, lubricant shall be applied in accordance with the pipe manufacturer's recommendations.

The Contractor shall make sure that the plain end is beveled as square as sharp edges may damage or dislodge the gasket and cause a leak. When the pipe is cut at site, the plain end shall be beveled with a heavy file or grinder to remove all sharp edges.

The plain end of the pipe shall be pushed into the socket of the pipe and while pushing, the pipe shall be kept straight. If any deflections are to be made in the alignment, it may be made after the joints is assembled. A timer header shall be used between the pipe and crow bar or jack to avoid damages to the pipe while the plain end of the pipe is pushed onto the socket either with a crow bar or jack, or lever puller.

2.6 Fixing Sluice Valve

The sluice values to be fixed on the pipelines shall be examined, cleaned and placed in the positions as shown in the drawings. The values shall be placed on the pipe line and value chambers constructed according to drawings. The depth at which the value is to be laid and the dimensions of concrete and masonry shall be varied when necessary under the orders of the Engineer.

As the pipes in some instances may be required to be fixed at a less depth than will permit the top of the valve spindle being below the level of the road (but this may only be in cases where the position of the valve is to one side the metalloid road) the walls of the valve chamber shall be in such cases be carried up to such height at may be ordered, and the chamber shall have such covering as the Engineer may direct.

The valve shall be supported in the valve chamber so that no stress or strain occurs in the flange or other joints of the valve.

The valve shall be carefully protected from slime or dust by a suitable mat or gunny covering and the pit itself shall be cleared of all unwanted material.

2.7 Fixing Scour Valve

Scour values shall be fixed at places shown in the drawings or as directed by the Engineer, and the scour connections from the main shall be carried out completely as per drawings.

2.8 Fixing Air Valve.

Air valves shall be fixed at the summits of pipe lines or at places may be directed by the Engineer. The air valve connections etc., shall be carried out as per drawing.

2.9 Interconnection work

The Inter connection work between the existing main to the existing main to the laid under this contract shall proceed from the new main to the existing main. Before actually proceeding with the interconnection work, the Contractor shall make ready necessary tools and plants required for the work at site, such as pump sets, shoring materials etc. He shall also keep ready at site necessary pipes, specials, valves if any required for the work. The Contractor shall keep necessary skilled workmen of sufficient strength at site and once the work is commenced, the entire interconnection work shall proceed without interruption by engaging labour for carrying out the work on a continuous basis both day and night till the work is completed. The work shall be executed as per programme drawn up by the Engineer and shall be completed within the time ordered by the Engineer, foreach individual interconnection. The work shall be carried out under the direction of the Engineer from the beginning to end.

Laying of Specials, valves (except straight pipes from the branch of the new main to the connecting point in the existing main) including conveying specials etc., from the stores or site of stacking, excavation, timbering, pumping, out water from the trenches, lowering, aligning, jointing specials and valves cutting the existing mains, baling out water, inserting the necessary branches, jointing, testing refilling etc., shall comprise as one unit of work and will be paid at the lump sum rate quoted in the schedule for inter connection.

2.10 Works to be left Water tight

The Contractor shall construct the pipes chambers and all other works so that they shall be water tight. Should any leakage appear, it shall be made good by him at his expense by removing and reconstructing the portions of the Work so affected or by other method which will render the Work thoroughly water tight to the satisfaction of the Engineer.

2.11 Cleaning of Mains

During the execution of the work the Contractor shall keep the interior surface of the mains free from cement, brick, soil or other superfluous matter and shall hand over the mains perfectly clean and free from deposit on completion.

2.12 Masonry Chambers

Chambers for sluice valves, inspection, scour valves, air valves shall be constructed on the pipes in the positions as shown in the drawings or in such positions as the Engineer may direct. The work shall be done strictly in accordance with the detailed drawings or as ordered by the Engineer. The excavation shall not be made lower than necessary to admit of the earth being properly timbered. The bottom of the excavation shall be properly leveled, rammed and a bed of concrete laid thereon. When the concrete has sufficiently set the building of the brick walls shall then be proceeded with and all iron work fixed in as the building proceeds. The inside of all chambers shall be plastered with cement mortar 20mm thick and the outside with cement mortar 12 mm thick. The chamber shall be topped with pre-cast R.C.C. Slabs 1:2:4 or cast iron surface box of valve cover as ordered by the Engineer. The surface box or valve cover shall be fixed on the top of the R.C.C. slab by a layer of cement mortar and sides of the surface box or valve cover covered over with cement concrete.

Where pipes pass through walls of chambers relieving arches shall be turned neatly over the upper half of the pipes or R.C.C. lintels shall be provided to avoid load of the walls transmitted to the pipes.

Cast Iron steps shall be built in each chamber as the work proceeds one being inserted to every 4 courses of brick work, horizontal distance center to center of each row being 30 cms.

The Contractor shall include in risk rate for brick work cost for fixing steps, frame, cover etc., for completing all chambers in accordance with the drawings and with the above specifications.

2.13 Testing of Main-Hydrostatic Test.

After laying and jointing the pipes and specials, the pipe lines shall be tested for hydrostatic pressure in such length as may be specified by the Engineer.

The test pressure shall be equal to 50% or such other ligher. Present as may be a specified in excess of the pressure the pipe will have to withstand subsequently subject to a minimum test pressure of 7 kg. /sq. cm. In the case of lead joints. However in the case of cement joints, the joints may be tested to a minimum test pressure 3.5 kg./sq.cm.

If cement joints shown seepage or slight leakage such joints shall be cut out and replaced as directed by the Engineer and the test repeated.

The Contractor shall make his own arrangements to procure, necessary equipments, apparatus etc., required for testing and shall provide necessary labour for filling with water the length of pipes to be tested, fixing all apparatus and for carrying on the testing operations

until the length of pipes, specials and connections are finally passed by the Engineer.

The length to be tested shall be provided with two blank flanges fastened on in the usual manner by collar hands and bolts to the end pipes or if the length to be tested shall have a sluice valve at each end, such blank flanges may be dispensed with.

The length of pipes to be tested shall first be filled in with water from a higher section of pipes already laid or with clean water shall be arranged at the contractor's expense with the approval of the Engineer.

Before the actual testing pressure is applied any air which has lodged in the length of pipes to be tested shall be got rid of, by screwing on at the highest part of the length of pipes or temporary air valve, or by opening a temporary stop-cock or by other mean as the Engineer may direct.

The test pressure shall then be applied to the length of pipes under test by a hand or powered hydraulic test pump. The connection of the test pump to the length of pipes shall either be at the union connection provided at a blank flange or shall be at a temporary stop cock or fountain connections as the Engineer may in the circumstances direct.

The actual test shall be made by pumping water into the length of pipes under test, until the test pressure as specified above has been reached on the pressure gauge.

The test pressure shall be maintained for one hour or for such other period of time as may set by the Engineer and each joint will be inspected. While the pressure is on, the pipes should be struck smartly with a 2 kg. Hammer.

When a flange joint is found to be leaking, care shall be taken that while tightening up the flanges, the neighbouring joints are not affected.

If the length of pipe line under test is found to be satisfactory and no leaks or sweatiness are found at the pipe line joints or at the joints of specials and connections then this length of pipe line will be passed by the Engineer.

But should any pipe joint special or connection be found to sweat or leak, the contractor shall make good at his cost such defective joint and the length of pipe line shall be retested by the Engineer until all pipes, joints, specials and connection are found to be satisfactory.

If any pipe or special leaks or bursts, the damaged portion shall be removed and new pipes or specials shall be laid and jointed at the contractor's cost.

2.14. Restoring Road Surface

The surface of the road or ground shall be finished off to the proper level with the same kind of materials as the surface consisted of before the excavation commenced, except in the case of superior roads and tarred roads in which case the surfaces should be furnished off with water bound Macadam surface. Should any settlement occur after refilling is completed, and upto the end of the period of maintenance, if shall be made good atonce and the surface restored to the satisfaction of the authority under whose jurisdiction such road or ground may be, all at the cost of the contractor.

2.15 Collection of Rubbish.

The Contractor shall, at his cost, on the completion of the work remove all water and all materials, or rubbish of every description which may have been collected in the works, during the period of maintenance shall also be removed before the works are finally accepted by the Employer.

3. Laying and jointing of Asbestos Cement Pressure Pipes.

a) Asbestos Cement Pipes

The Asbestos Cement pressure pipe shall conform to the L.S.S. No.1592/1989

b) Laying Asbestos Cement pipes.

The trench shall be excavated to the required alignment and depth shown on the drawings or as subsequently ordered in writing by the Engineer. The trench width shall be ample to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted as specified by the Engineer. A coupling trench of sufficient length, width and depth shall be excavated to permit assembly and provide a minimum clearance of 50 mm. below the coupling. The pipe shall be provided with continuous support between joints.

The pipe shall not be lowered into the trench until the bedding has been brought to the required gradient. All pipes shall be inspected for defects. Dust and other foreign matter shall be removed from the interior and the machined ends before lowering into the trench by hand or with suitable equipment in a manner that will prevent damage to pipe and fittings. The sealing surfaces of all materials shall be kept clean during installation.

c) Jointing of Asbestos Cement pipes

The jointing of asbestos cement pipes are done by using rubber rings or by Cast Iron detachable joints.

Asbestos Cement Couplings with Rubber sealing Rings.

The rubber rings used in jointing shall comply with the requirements of IS 10292/1985. The machined ends of pipe to be joined, coupling grooves and rubber rings shall be cleaned immediately before assembly. Care should be taken not to reverse the gasket when placed in

the socket. The pipe ends should be lubricated with lubricant recommended by the manufacturer/Engineer by hand or with a small brush of cloth.

The Asbestos Cement coupling should be placed against the pipe end and pushed with a level rod and wooden piece till the pipe buts with the middle ring surface. The second pipe should then be placed in position and lubricated. The pipe should then be forced into the other end of the coupling till the pipe is stopped by the model ring. For pipes of smaller diameter, say, upto 300 mm the jointing can be done by means of crowbar. For pipes of diameter above 300 mm pipe pullers recommended by the manufacturer / Engineer shall be used for jointing. The jointing work could be speeded up if the pipe is jointed with one end of the coupling outside the trenched and then supplied to the workmen in the trench to joint it in line.

ii) Cast Iron Detachable Joints with Rubber Sealing Rings and Bolts and Nuts (IS 8794 / 1988)

This joined comprises a central collar, two flanges, two 'O' rings bolts and nuts. The pipe ends should be cleaned and the flanges inserted on pipe ends. The 'O' rings should be placed on the pipes by means of an Asbestos Cement or wooden Cone and rolling the rubber rings upwards towards the pipe. The central collar shall then be placed on the laid pipe and the pipe to be joined brought close to the laid pipe leaving a gap of about 5mm between pipe ends. The Collar should be centralised and the rings positioned to touch the collar. The Flanges should then be brought closer, bolts inserted and tightened uniformly to ensure a leak proof joint. After every 9 Nos. of AC coupling joints, one CI detachable joint shall be used.

Whenever it is necessary to cut the Asbestos Cement pipe at site it shall be done to produce a smooth square – cut – end without damage to the pipe and cylindrical to assure joint integrity.

3.1 Laying and Jointing of PVC pipes.

a) PVC Pipes

The PVC pressure pipes for water supply and distribution shall conform to IS 4985/1988.

b) Laying of PVC Pipes (IS 7634 /1975)

The trench bottom should be carefully examined and should be free from hard objects, such as flints, rock projections or tree roots etc. The bedding for the pipes should be brought to an even finish providing uniform support for the pipes over their length and pipes laid direct: on the trench bottom. In other case the trench should be cut correspondingly deeper and the pipes laid on a prepared under bedding which may be drawn from the excavated material if suitable. As a rule trenching should not be a carried out too far ahead of pipe laying. The trench should be kept as narrow as practicable but must allow adequate room for jointing pipes and placing and compacting the back fill. Mains should be laid with a cover of not less than 1m measured from the top ;of

the pipes to be surface of the ground. Mains which might be brought under roadways by future widening schemes should be so laid that the eventual cover will not be less than 1 m.

c) Jointing of PVC pipes

The jointing of PVC pipes are done either by using Solvent Cement Joint or rubber ring joint.

The solvent cement used for jointing should be of the quality as specified in IS 14182/ 1994. The spigot and socket ends of the pipes should be cleaned and roughened with emery paper. If the ends are grossly contaminated, they should be cleaned with Acetone or Methyl Alcohol. The solvent cement should be thickly applied on the spigot end and thinly in the socket. For larger sizes the first coat should be allowed to dry and a second coat applied. The spigot is then pushed into the socket and the excess cement wiped off at once with a piece of cloth or rag. The joint should not be disturbed for at least 5 minutes. The pipe should not be subjected to working pressure for 24 hours after jointing.

ii) Rubber ring Joint.

The pipes for rubber ring joints are supplied with both ends chamfered. A mark should be made at a distance from the pipe end equal to half the length of the coupler. The inner side of the coupler ring and the chamfered end of the pipe should be clean land dry. The 'O' ring is then slipped into the coupler. The ring and the chamfered end of the pipe are lubricated with a lubricant. The coupler and the pipe should be carefully aligned and should be truly coaxial. The coupler is then pushed home into the pipe or the pipe i) pushed into the coupler to make the joint.

5. Disinfections of Mains

Upon completion of a newly laid main or when repairs to an existing pipe are made, the mainly shall be disinfected as directed by the Engineer.

The mains shall be flushed prior to disinfections except when the tablet method is used. After initial flushing, the hypochlorite solution shall be applied to the water main with mechanically or electrically powered chemical feed pump designed for feeding chlorine solutions. For small applications, the solution may be fed with a hand pump.

In the case of mains of a large diameter, water from the existing distribution system or other approved source of supply shall be made to flow at a constant measured rate into the newly laid pipe line. The water shall receive a dose of chlorine also fed at a constant measured rate. The two rates shall be proportioned so that the concentration in the water entering the pipeline is maintained at not less than 300 mg / 1. The chlorine shall be applied continuously and for a sufficient period to develop a solid column of 'Slug' of chlorinated water that will as it passes

along the line expose all interior surfaces to a concentration of at least 300 / 1. for atleast 3 hours. As the chlorinated water flows past tees and crosses, related valves and hydrants shall be operated so as to disinfect the appurtenances.

After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the mains is not higher than the generally prevailing in the system or less than 1 mg / 1.

After final flushing and before the water main is placed in service, a sample or samples shall be collected from the end of the line and tested for the initial disinfections fails to produce satisfactory samples, disinfection shall be repeated until satisfactory samples have been obtained. When the samples are satisfactory, the main shall be placed in service.

6 LAYING AND JOINTING OF PIPES

6.1 General

The specification for laying and jointing shall generally conform with IS: 783-1985

6.2 Earthwork excavation

6.2.1 General

Before commencing the work, and also during the progress of the work, the contractor shall give notice to the concerned authorities viz., the Panchayat, the Municipalities, the Railways, the Electricity Board, the Telegraph Department, the Traffic Department attached to the Police and other Departments or Companies, as may be required to the effect that the work is being taken up in a particular locality and that necessary diversion of traffic may be arranged for. The contractor shall co-operate with the department concerned and provide for necessary barricading of roads, protection to existing underground cables, etc. met with during the excavation of trenches. The contractor shall also provide at his own expense watch and light during the day and the night and put required notice towards such as "Caution" "Road Closed for Traffic"etc. He should also provide and maintain at his own expense the necessary supports for underground cables, etc.to afford the best protection to them in consultation with the authorities in charge of the properties and to their best satisfaction.

6.2.2 Trench excavation

The width and depth of excavation of trench shall be as per relevant BIS. The rate for excavation shall include charges for shoring, strutting, bailing and pumping water whenever necessary and no extra payment shall be made for any of these contingent works

Excavation and refilling for the socket hollows shall be paid for as excavation and refilling for trenches in soil of appropriate classification. The supply of river sand required for refilling should be paid for separately if provided in BOQ as separate them.

The Contractor shall deposit the surplus earth if any from trench work at proper place as may be directed by the Engineer and no extra rates shall be paid

Wherever earthern road or gravel road is cut for the laying of pipes, the contractor shall restore the surface after the pipes and specials are laid and jointed with available materials to the satisfaction of the Engineer without extra cost either for cutting or relaying. The clause shall not apply to the cutting of concrete or macadam or brick surfacing or black top roads. The pipes shall be laid to correct levels and gradients, as may be directed by the Engineer, after fixing the sight rails as in Clause No.106 of TNBP without extra cost.

If the floor of the trench is other than rock, hard clay or boulders, the floor shall be rounded to fit the curve of the pipe to form an even bedding for the pipe for a width equal to hold the outer diameter of the pipe.

If the floor of the trench is in rock, hard or clay which will otherwise not provide uniform support for the pipe, the floor shall be excavated below the proposed bottom level of the pipe to a depth of 20cm and the trench shall be refilled with approved soil or river sand as may be directed by the Engineer and properly compacted to a level of 10cm above bottom of the pipe. If river sand is used for refilling, the sand shall be paid for separately if provided in BOQ as a separate item.

6.3 HARD ROCK

"Rock requiring blasting" shall exclude all rock such as soft rock, disintegrated rock, small boulders, all of which can be removed either with pick axe or craw bards and shall apply to rocks of different kinds which cannot be removed by any of these means. In case of difference of opinion, the Engineer's decision as to which rock shall be considered as "rock requiring blasting" shall be final.

Refilling of the trench in reaches where the excavation is in rocky soil shall be with approved soil which is surplus from trench work operations elsewhere along the alignment or which shall be obtained from new borrow pits.

It is to be distinctly understood that if surplus soil from trench work elsewhere along the alignment is used no extra payment shall be paid for conveyance of the soil to the refilling site. No payment will be made for any excess earth brought to site and it shall be disposed off by the contractor at his own cost. Hard rock which is blasted and removed will be measured and paid for on stack measurements with a percentage deduction of 40% for voids. The stacking shall be as directed by the Engineer.

6.4 Lowering of pipes and jointing of pipes and specials

- 6.4.1 Laying and jointing shall be in accordance with Clause 9.1, IS: 783-1985 for laying of concrete pipes. All pipes and fittings shall be carefully handled and lowered into the trench by means of mobile cranes. Any other method of handling shall be got approved by the Executive Engineer concerned. The pipes and specials should be handled by flat rubber bolts. Iron chain or iron crow bards should not be used under any circumstances for handling the pipes and specials at any stage. The sockets shall face opposite to the direction of flow of water in the pipe. Pipes shall be normally laid so that the spigot end enters the socket of the last pipe that is, socket faces and direction of laying. The socket and spigot ends of pipe shall be cleaned of all extraneous matter especially clay or grease. Rubber ring shall be clean and dry.
- 6.4.2 Pipes shall be laid true to the lines and grades given on the plans.The rubber rings shall be kept evenly positioned on the spigot groove, and when satisfied that pipe and ring are correctly positioned, the pipe shall be

forced right home to the full depth of the joint. Inside the joint, the two pipe ends shall be in close proximity.

6.4.3 Baling or pumping out of water from trench including shoring, strutting and removing such while laying, jointing and testing shall be done by the contractor at his expense.

6.5 Special Fittings

- 6.5.1 Special fittings have to be located at the exact chainage as shown on plans. It might entail in the necessity of laying short pipes in specified length. The number of gaps should be got approved by the Executive Engineer concerned.
- 6.5.2 Jointing between the special and pipe shall be done with rubber rings.
- 6.5.3 The construction of all anchor blocks at bends, 'Y's and Tees shall be done by the contractor. It shall be his responsibility to check for the adequacy of the anchor block.

5.6 Testing pipes on position

5.6.1 The finished pipeline shall be tested in convenient sections between stop valves. The test gap and short reaches which could not be tested simultaneously as a continuous reach due to circumstances prevailing during execution may be subjected to the pipeline static pressure or maximum working pressure plus surge pressure which maybe created during testing the short reaches and test gap whichever is higher as the case may be. The Executive Engineer's decision regarding the test pressure at field for the above test gap and short reaches will be final. When testing the pipeline hydraulically, the line shall be filled completely with water and kept filled for a week. The pressure shall then be increased gradually to full test pressure and maintained at this pressure for one hour. In testing pipelines, a seepage allowance of 2.5 litres per kilo metre per hour per centimetre diameter of the pipe shall be permissible.

5.6.2 Joint testing

When testing the finished pipe line hydraulically after filling the pipeline section under test with water it shall be left under operating pressure for a certain length of period which will depend upon initial permeability, absorption movement of the pipeline under pressure and the quantity of air trapped. More water shall be pumped from a calibrated container until the required test pressure is reached, the test pressure shall be maintained throughout the test by means of continued pumping using a pressure relief valve. The excess water coming from the relief valve shall be returned to the calibrated container. The rate of loss of water from the container shall be determined at regular intervals. The pipeline is satisfactory provided the successive measurement show a diminishing quantity.

An allowance of 3.00 litres per millimetre diameter of pipe per kilometre of pipeline per day per each 30 metre head of pressure applied shall be allowed.

The field test pressure to be imposed should be not less than the greatest of the following.

- i) $1\frac{1}{2}$ times the maximum sustained operating pressure.
- ii) $1\frac{1}{2}$ times the maximum pipeline static head; and
- iii) Sum of the maximum sustained operating pressure or the maximum pipeline static pressure and the maximum calculated surge pressure.

Subject to a maximum equal to the works test pressure for any pipes and fittings incorporated in the pipeline. However, the line test pressure, in no case, shall exceed the hydrostatic proof test pressure. Pressure gauges shall be inserted at both ends of the line and test so that leakage can be precisely calculated.

5.7 Back filling trenches

- 5.7.1. The initial back fill shall be of selected materials suitable for tamping under the pipes and down at the sides. Earth shall be placed by hand in 7.5cm layers and rammed well until the backfill materials reaches 15cm above the crown line of the pipe. Mechanical rammers may also be used.
- 5.7.2. The remainder of the trench shall be filled carefully with ordinary excavated material without rock and rammed property.
- 5.7.3. Refilling can be done leaving the joints portion exposed, after laying

5.8 River crossings

5.8.1 All the supporting structure for pipeline to be taken above M.F.L.(Maximum Flood level) in river. The contractor shall furnish detailed drawings showing the type of bedding needed to support the pipe.

5.9 Railway crossings

Required permission for laying, jointing and testing the pipeline across the railway lines will be obtained by the Employer. The contractor will carry out the work according to the specifications and stipulations made by the Railway authorities.

5.10 Road crossings

Wherever pipeline has to cross roads or cart tracks, it shall be done through a culvert or bridge, Wherever necessary.

5.11 Distance indicators

The Employer shall supply and fix indicators at all points of change of direction, at all valves and at every one kilometre intervals along the pipeline. Indicators shall consist of 10 cm x 10cm pre-cast concrete posts 1.25 metre length set 0.75 metre into the ground and painted white above ground level. The description shall be written in blue at one face of the pre-cast post.

5.12 Drawings

The drawings are only indicative. The site conditions will only be the governing factor for manufacture, laying and payment.

IV. Water Retaining Structures

(Elevated Service Reservoir/ Ground Level Service Reservoir / Sump etc.)

- 1. Each service reservoir shall be executed as per the drawings and specification and as directed by the Engineer in- charge.
- 2. The service reservoir shall be provided with suitable size CI/DF pipes for inlet, delivery, over flow and scour connections and painted with two coats of anti corrosive paint as per BOQ/drawing.
- 3. Suitable size sluice valves with gear arrangements wherever necessary shall be provided for all inlet and outlet connections with valve pits.
- 4. Water level indicators enamel painted with float and painted with graduation in metric units shall be provided to indicate water level inside the reservoir.
- 5. Suitable size and required number of ventilators, manhole covers shall be provided as directed by the employer.
- 6. RCC spiral staircase shall be provided for outside and access ladder inside the service reservoirs as per specifications.
- 7. The finishing colour of the service reservoirs shall be aesthetically selected after its approval by employer and double coating shall be applied after water tightness certificate is given by the Employer.
- 8. Letterings to indicate the capacity and other details as directed by the Employer shall be written on the side wall of the service reservoirs.
- 9. Valves shall be provided with valve pits and cover to bear the loads coming on it as per departmental type and design and plans.

10. Testing for Water Tightness

10.1 For water retaining structures above ground level, the requirement of the test shall be deemed to be satisfied if the external face shows no sign of leakage and remain apparently dry over a period of observation of seven

days after filling up to maximum water level and allowing seven days period for absorption.

- 10.2 In case of underground structures with top covered, the tanks shall be deemed to be water tight if the total drop in water level over a period of seven days does not exceed 40mm.
- 10.3 If the structure does not satisfy the condition of the test period, the test may be extended for a further period of seven days and if the specified conditions of the test are satisfied the structures shall be considered to be watertight.
- 10.4 The verticality of the water retaining / storage structures with the use of survey instruments by the contractor at his cost as forming part of the works.
- 10.5 In case of unsatisfactory test results, the contractor shall ascertain the cause, make all necessary repairs and repeat the procedures in the preceding clauses until the test has been passed satisfactorily at no extra cost to the Employer.
- 10.6 In addition to the with held 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 developes structural defects or leaks. The above recovery shall be exclusive of the amount deposited towards security deposit. The fact of carrying out water tightness test should be recorded in M.Book. The lat part bill should be passed only after above certificate is issued. However the contractor shall be permitted to execute an indemnity bond in lieu of the recovery of 0% in each bill in prescribed form in stamp paper for a value of Rs.22.50/- towards water tightness and structural stability of the reservoir/water retaining structure. The period of guarantee required by the contract shall be two years from the date of completion and

commissioning (with filling of water up to maximum water level in the case of service reservoir/over head tank/ water retaining structure). If defects are noticed within the stipulated period of 24 months of satisfactory performance, the defects should be rectified by the contractor at his own cost and the performance period again shall be reckoned from the date of completion of the rectification of defects by the contractor. In the case of service reservoir/over head tanks and other water retaining structures during this period, structure under full working head of water should show no sign of leakage. The test for water tightness should be arranged to be carried out and completed within 30 days from the date of intimation, by the Engineer. The testing of the service reservoir/ OHT/ and other water retaining structures should be done by the contractor at his own cost inclusive of all necessary equipment, water etc., complete. The test for water tightness of the structure as well as materials of construction used shall be conducted in conformity with the standared specification as per IS 3370 (Part - I)/ 1965 as amended from time to time and the other specifications as mentioned in the bid document.

11. C.I.Pipe Connections

- 11.1 The vertical pipe connections shall be hoisted and fixed true to plumb without any deviation from the verticality as directed by the Engineer in charge.
- 11.2 The jointing of pipes shall conform to the requirement jointing materials shall be arranged by the contractor at his cost.

12. **Scour**

12.1 Scour and overflow arrangements should be connected and let to a common pit from where it will lead to the nearest open drain.

13. Maintenance

13.1 During the maintenance period, the contractor should clean the Ground level service reservoir /elevated service reservoir and sump at the intervals as directed by the Engineer.

TENDERER

V. Maintenance Period

- 1 It is the sole responsibility of the contractor to maintain the entire project successfully for the maintenance period of 3 (three) months.
- 2 The following measures are to be taken essentially by the contractor
 - Necessary maintenance crew with supervisory staff shall be deployed. The staff pattern proposed by the contractor for the maintenance of the before the issue of completion certificate. The entire strength of maintenance crew with the supervisory personnel should be available from the first day of the maintenance period.
 - The contractor should keep all spares required for replacements at the Head works, Raw water Gravity main, Clear water main, Feeder main, Branch main and Distribution system etc readily available to ensure uninterrupted water supply to the beneficiaries.
 - All the equipments that goes out of order during the course of the maintenance period shall be rectified / replaced immediately to ensure uninterrupted water supply. If any equipment / machinery is found to be defective either due to manufacture or due to unsatisfactory maintenance, the same should be replaced by the contractor at his cost.
 - The contractor is responsible for the incidence of any theft, malpractice etc within the project area during the maintenance period and the contractor shall keep the Employer indemnified.
 - During the period of maintenance, all costs towards labour, spares, consumables, repairs and renewals shall be on to the account of the contractor. The electrical energy charges payable

to TNEB during the maintenance period shall be borne by the Employer.

- Complete quality service shall be ensured by the contractor during the maintenance period.
- Necessary log books indicating the quantity of water pumped, and maintenance carried out and repairs attended with details of spares changed shall be maintained by the contractor on a day to day basis and produced to the Engineer-in-charge whenever called for.
- Immediately after verification at satisfactory functioning of the scheme by the implementing Division within a period of 3 months, the scheme will be handed over to the TWAD Board maintenance Division evenwhile the implementation contract concluded with the contractor is alive. The operation and maintenance clause in the implementation contract can be continued to be done by the contractor until the total expiry of contract period (ie) 12 months specified in the implementation contract and the enforcement of contract with regard to the maintenance clause of the contract will be by the maintenance Division"

Description	BIS No.
Ordinary Portland Cement (33 Grade)	269 - 1976
43 Grade Ordinary Portland Cement	8112 - 1989
Pozzolona Portland Cement	1489 - 1991
Hydrophobic Portland Cement	8043 - 1978
Rapid Hardening Portland Cement	8041 - 1990`
Low Heat Portland Cement	12600 - 1989
Standard sand for testing of cement	650 - 1966
Methods of Test for Pozzolonic Materials	1727 - 1967
Methods of sampling and test for water & waste	3025 - 1984
water (Physical & Chemical)	(Part I to 37)
Methods of Sampling hydraulic Cement	3535 - 1986
Methods of Physical tests for hydraulic cement	4031 - 1988
Matheda of chamical an abasis of hardwardin	(1 to 14)
Methods of chemical analysis of hydraulic cement	4032 - 1985
Aggregates coarse & Fine from Natural resources	383 - 1970
for concrete	4082/1977
Sand for Masonmy Morton	2116 - 1965
Sand for Masonry Mortar	1542 / 1977
Mathada of tasta for aggregates for concrete	2386 - 1963
Methods of tests for aggregates for concrete	(Part 1 to 8)
Part I - Particle size and shape	2386 - 1963 (Part -I)
Part - II - Estimation of deleterious Materials &	2386 - 1963 (Part- II)
Organic impurities	. , ,
Part III – Soundness	2386 - 1963 (Part- III)
Methods of sampling of aggregates for concrete	2340 - 1986
Specifications for test sieves	460 - 1978 (part - I)
Part I - Wire cloth test Sieves	400 - 1978 (part - 1)
Common Burnt clay building bricks	1077 - 1976
Mild Steel and Medium tensile steel bars and	
hard	
Drawn steel wire, concrete reinforcement, Part I	432 - 1982
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Bending and flexing of bars for concrete	2502 - 1969
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VI. Reference to Specifications / C	Code of Practice
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Code of practice for construction of raft foundation	2950 - 1981
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Brick Masonry	2212 -1962
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