

LETTER OF CONSENT

“ I agree to abide by all the standard contract Terms and conditions notified by the

Engineer /TWAD Board / RWS Division / Nagercoil vide

Lr.No.

Which I have read and under stood”

CONTRACTOR

CONTRACTOR

EXECUTIVE ENGINEER, TWAD,

BID DOCUMENTS

To

**The Executive Engineer, TWAD Board,
RWS Division/Nagercoil**

Sir,

Being duly authorised to represent and set on behalf of

(hereinafter "the Applicant"),

and having reviewed and fully understood all the information provided, the undersigned hereby apply for consideration as a bidder for the following

Contract No: 34 / ADM/F.Tender Notice/2010/ dated 12.08.2010.

Contract Name: Providing WSS to Pulipanam, Echenvilai and Veeyanoor habitations in Cherukole Panchayat of Tiruvattar Union- Supply, Delivery, Erection and Commissioning of Pumpset, Supply, Delivery, Laying and Jointing of P'main and Branch P'main etc.

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 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

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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.10,000 - (Rupees **Ten Thousand** only) is enclosed in the shape of (enter the form and other details of the bid security) drawn in favour of the **Executive Engineer, TWAD Board, RWS Division, Nagercoil.**

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 non remittance 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.

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The Applicant hereby agree 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 authorized
signatory with seal)

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III . INSTRUCTIONS 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, equipment 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 Executive Engineer, TWAD Board, RWS division, Nagercoil.(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 his offer for all the works detailed in the Bill of Quantities as overall tender excess/less percentage than/over total departmental value in Schedule A .

1.2 The works covered in this turnkey bid would be as under:

If the documents are down loaded from the web site by the tenderer and offer their tender duly filled and signed along with all required documents to the tender inviting authority as notified in the IFB subject to the following.

The bidder shall furnish a certificate to the effect that no correction/ alteration on the bid document as found in the web site was made by him and he shall abide by all the terms, conditions and specifications contained in the bid document.

The bidder shall furnish a separate Demand draft towards the cost of the bid documents in favour of the Executive Engineer, TWAD RWS Division, Nagercoil.. and enclose the same with the Technical bid in cover 1 failing which his/their tender will be rejected.

The bidder shall submit the tender to the tender inviting authority i.e Executive Engineer, TWAD RWS division, Nagercoil.

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 names 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 a 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 accompany the bid. It is also mandatory to furnish a certified copy of the registered partnership deed, current address of the partners, registered address of the firm along with the bid. The signature of all

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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.

5.3 The bidder should carefully inspect the site to assess the prevalence of differing soil classifications and quote the rate for trench excavation for laying pipeline taken into account of all soil classifications that are likely to be encountered and no extra rate will be paid for excavation of trench on account of any variation in the classification of soil met with during actual execution.

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C.BID DOCUMENTS

8. Contents of Bid Documents

- 8.1 The Bid Documents will comprise the following documents and addenda issued in accordance with clause 10 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
 - Forms of Agreement
 - Indemnity Bond

9. Clarification of Bid Documents.

9.1 A prospective bidder requiring any clarification of the bid documents may notify the employer in writing or by cable (hereinafter the term cable is deemed to include telex and facsimile) at the employer's address indicated in the invitation for bid. The employer will respond to any clarification which is received earlier than 15 days prior to the dead line for submission of bids. Copies of the employer's response will be forwarded to the purchaser of the bidding document including a description of the enquiry but without identifying its source.

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".

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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 linterpretation 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 – 1 (Technical Bid)

i. The Bid Documents duly filled and signed

- ii) List of Annexures
 - a) Performance of the Bidder showing value of construction work for the past five years – (7.1.4)
 - b) Experience in work of similar nature and magnitude in the previous five financial year – (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)

iii. 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)

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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)

l) Certificate of performance issued by not less than the rank of Executive Engineer/responsible person of the private organisation.

i) Bid Security

v) 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 overall tender excess/less percentage over/than total departmental value in Schedule A in the bill of quantities submitted by the bidder.

13.2 The bidder shall fill overall tender excess/less percentage over/than total departmental value in Schedule A (both in figures and words) for the works described 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 tender excess/less percentage submitted by the bidder after verifying the items in the schedule .A.

13.4 The final tender percentage excess/less quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. Currencies of Bid and Payment

14.1 The unit rates and the prices are quoted entirely in Indian Rupees.

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15. Bid Validity

- 15.1.1.1 Bids shall remain valid for a period not less than ninety 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

The bidder shall furnish, as part of his bid, a bid security of **Rs.10,000/- (Rupees Ten thousand only)** in anyone of the following forms.

- Demand Draft drawn on a Nationalised Bank in favour of the Executive Engineer TWAD Board,RWS Division, Nagercoil..
- Deposits at Call receipt of Scheduled banks pledged in favour of the Executive Engineer, TWAD Board,RWS Division, Nagercoil..
- Government Security and National Savings Certificate pledged in favour of the Executive Engineer, TWAD Board, RWS Division Nagercoil.. (Purchased within Tamilnadu)
- Post office Savings Bank deposits pledged in favour of the Executive Engineer/TWAD/RWS Division/ Nagercoil..
- Fixed deposit receipts from Scheduled banks pledged in favour of the Executive Engineer/TWAD/RWS Division/ Nagercoil.

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.

- 16.1 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.)
- 16.2 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.
- 16.3 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.
- 16.4 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.

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- 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 be submitted duly signed at the bottom of each page, failing which the bids will be summarily rejected.

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E.SUBMISSION OF BIDS

19. Sealing and Marking of Bids

- 19.1 The bids should be submitted in the original bid documents as issued by the Employer.
 19.2 The bid documents, under no circumstances, are transferable.
 19.3 All the envelopes shall be addressed to the Employer at the following address.

THE EXECUTIVE ENGINEER,
 TWAD BOARD, RWS DIVISION ,
 1 C, Observatory Street,
 NAGERCOIL– 629001
 KANYAKUMARI DIST.

and

bear the following identification

Bid for

Bid Reference No. [34 / ADM/F.Tender Notice/2010/ dated 12.08.2010.](#)

Do Not Open Before	(time and date of bid opening as per Clause 24 of “Bid Opening and Evaluation”)
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- 19.4 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”.
- 19.5 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 **26.08.2010**. 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.
- 21.2 The 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.

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- 21.3 The 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.

21. Late Bids

- 22.1 All bids received by the Employer after the deadline prescribed in clause 21 of "Submission of Bid" will be returned unopened to the bidder.

22. Modification, Substitution and Withdrawal of Bids

- 22.1 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.
- 22.2 The bidder's modification, substitution or withdrawal notice shall be prepared, scaled, 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.
- 22.3 No bid shall be modified, substituted or withdrawn after the deadline for submission of bids.
- 22.4 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".

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F. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 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).
- 23.2 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.
- 23.3 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.

24 . Process to be Confidential

- 24.1 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.

25. Clarification of Bids.

- 25.1 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".

26. Examination of Bids and Determination of Responsiveness

- 26.1 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,
- 26.2 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

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contract, or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

26.3 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.

27. Correction of Errors

27.1.1 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 tender percentage excess/less quoted in figures and in words, the least of the two will govern and
- Where there is an arithmetical discrepancy in the page total as well as grand total, the corrected total by the Employer will govern

27.1.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and 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".

28. Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 27 of "Bid Opening and Evaluation".

28.2 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"

28.3 The Employer reserves the right to accept or reject any variation/deviation.

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.

28.4

For tenders received with 15% to 20% less than the departmental value, the successful tenderer should remit 50% of the difference between the departmental value and the value of tender as additional security deposit.

For tenders received with 5 to 15% less than the departmental value the successful tendered should remit additionally 2% towards security deposit on departmental value.

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G.AWARD OF CONTRACT

29. Award Criteria.

29.1 Subject to Clause 29 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 A) Within 15 days from the date of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security

i) 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/RWS /Nagercoil
(OR)

ii) Unconditional and irrevocable bank guarantee issued by any one of the branches of nationalised Bank or scheduled Bank within the State of Tamilnadu, provided they are in prescribed format (enclosed in this Document) for an amount of Rs. (equivalent to 2% of the total value of the contract) in favour of the Executive Engineer/TWAD/RWS Division/Nagercoil

34.2 The bidder along with the performance security, shall deliver a non judicial stamp paper for Rs.10.50/- (Rupees Ten and paise fifty only) at his cost for executing the agreement.

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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 & 35 and 35.2 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

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.

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PROGRAMME SCHEDULE

37. Project completion and Milestone

- 37.1 The fifteenth day from the date of issue of work order shall be reckoned as the start date of the contract period.
- 37.2 Entire project must be completed in all respects within **Three months** from the start date.
- 37.3 The mile stone for each component would be as under :

Sl no	Description	% of completion after a period (In Months)		
		One month	Two months	Three months
1.	Head works (Bore well)	--	--	--
2.	Pump room	100%	--	--
3.	Pumping main	40%	40%	20%
4.	Service Reservoir, 30000 Litres capacity – 2 Nos.	--	--	--
5.	D' System	--	--	--
6.	Public Fountain	--	--	--
7.	Pump Sets	--	75%	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 changes 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 or 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 his cost.

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40. Penalty for Slow progress

40.1 Provided the firm/contractor fails 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 Executive 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 concerned shall monitor properly the execution of the work with reference to the programme schedule stipulated. The Executive Engineer, on identification of any defective construction or any slippage in the programme schedule in any of the component, shall issue a show cause notice either by RPAD or through personal 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.

41. Liquidated Damages

41.1 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 unfinished 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 contract as time barred.

41.2 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.

42. Foreclosure of Works

42.1 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.

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PAYMENTS AND RECOVERIES

43. Payment Schedule

43.1 Payment shall be made in stages for each component as envisaged under:

CIVIL WORKS:

Payment may be released up to 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 to and of bid document.

MECHANICAL ITEMS IN PUMPING PLANT(UPTO 25 HP):

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

PUMPING MAIN AND D'SYSTEM

After laying, jointing and testing of pipe -	- upto 90%
After commissioning of the entire length of main -	upto 95%
After completion of the maintenance period of the scheme as a whole	- balance 5%

Payment will be made as above for first consignment and payment for subsequent consignment 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 measurement upto 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 actuals.
- 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

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4 43.2 **Preparation of bills:**

All Contractors shall submit bills for agreement in the M. Book format for the Quantity only of the relevant running bill duly signed. This will be treated as claim of the Contractor to consider payment.

The Contractor shall submit their bills to the Sub Division office. The Assistant Executive Engineer is responsible for complying the claim lodged by the Contractor in time

44. Release of Performance Security & Retention Amount

44.1 In addition to the withheld amount, 40% of the amount of each bill of the contract shall be deducted and will be retained till the date of receipt of certificate of water tightness from the Executive Engineer, TWAD Board. The whole of the above sum of together with any recovery from the payments already made to the contractor as may be assessed by the Executive Engineer shall be forfeited to the TWAD Board if the RCC reservoir develops structural defects or leaks. The above recovery shall be exclusive of the amount deposited towards security deposit. The fact of carrying out water tightness test should be recorded in the M. Book. The last part bill should be passed only after above certificate is issued. However, the contractor shall be permitted to execute an indemnity bond in lieu of the recovery of 40% in each bill in prescribed form in non judicial 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 upto maximum water level in the case of service reservoir/over head tanks/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 in charge. The testing of the service reservoir/over head tank 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 standard specifications as per I.S. 3370 (Part-I) – 1965 as amended from time to time and the other specifications as mentioned in the Bid Document.

44.2 The security deposit less any amount due to the Board and 2 ½ % out of the total 5% of the retention amount made in every running bill shall be released in final bill which shall be prepared after the works are completed in all respects and after completion of maintenance period.

44.3 In respect of building works, RCC reservoir and other works where water tightness and soundness are to be watched for more than 6 months notwithstanding above clause, the balance 2 ½ % out of the total 5% retention amount from final bill in respect of contract for original construction or original building works, construction of RCC reservoir work etc., will be retained by Engineer in charge and paid to then contractor after a period of 24 months of satisfactory performance of entire civil works including maintenance period and on production of an indemnity bond for the above amount for a further period of 3 years beyond the above said 2 years to ensure structural stability.

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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)

48. EXCISE DUTY

- 48.1 The concession availed by the contractor from the payment of Excise duty for materials pipes machineries etc. should be passed on to TWAD BOARD .
- 48.2 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.
- 48.3 Labour welfare fund:

As per the rules in force , 0.30% of Labour Welfare fund will be levied on every payment (or) as may be specified by the Labour Welfare department

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LIST OF ANNEXURES

No.	Description	Para No.
I.	Performance of the Bidder showing the value of construction work for the past five years	7.1.4
II.	Experience in work of Similar Nature and Magnitude the previous 5 financial 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 project.	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

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LIST OF CERTIFICATES

Sl.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 authorising 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 Verifiation 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

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ANNEXURE I**Performance of the Bidder showing Value of Construction work in the last Five Years**

Year	Value of Construction work (Rs. In lakhs)

Seal of the Firm**Signature of the bidder with date**

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Annexure V**List of Equipment Available with Bidder**

Sl. No.	Equipment Name	Requirement for the project		Availability Status			Remarks
		Nos.	Capacity	owned/ leased/ To be procured	Nos and capacity	Age/condition	

Seal of the firm

Signature of the bidder with date

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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

“Subcontractor” 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 in charges” means the Executive Engineer or any other Engineer authorised by him.

“Engineer’s representative” means any Resident Engineer or assistant of the Engineer or any clerk of works appointed from time to time by the Employer or/the Engineer to perform the 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

“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.

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“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 specification and any modification of such drawings approved in writing by the Engineer and such other drawings, calculations and technical information as may 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

‘ISS” means Indian Standard Specifications

“BIS” 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 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

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“Contractor Agreement” means the contract agreement referred to in clause(..)

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

“Commencement Date” means the date of signing the agreement or the date of handing over the site to the successful firm/contractor, whichever is earlier and this shall be reckoned as the start date of the project.

“Time of Completion” means the time for completing the execution of and passing the Tests on Completion of the Works of 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.

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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 document

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. Instruction 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 bench marks. 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.

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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.10.00 lakhs and up to Rs.25.00 Lakhs	One BE (Civil) or equivalent engineering degree holder with at least three years experience or retired AEE of TWAD or other Engineering Department in addition to one LCE/DCE holder	Rs.5000/- per month for (degree holder) + Rs.2000/- per month for Diploma holder

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

In the event of any staff of the contractor being non co-operative, negligent, incompetent or 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

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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 check 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 for the construction, installation, testing, commissioning and maintenance of the Works 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

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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. In addition to third party inspection, wherever felt necessary, the engineer shall be empowered to test the PVC Pipes for its quality such as specific gravity, diameter, thickness etc in the TWAD Board laboratory. The inspection charges/fees shall be payable by the contractor.

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 charge, 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, car 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 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, payment 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 fail/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.

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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's 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.

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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.

Now withstanding 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 recognized 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
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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

Notwithstanding 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.

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- a) Has abandoned the contractor 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 programmed schedule drawn for the contractor is persistently or flagrantly neglecting to carryout the obligations under this contractor
- 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 anytime, sell any 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 the work in a 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 contract.

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 enquiries as maybe 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 woks.

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

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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.

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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 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 whether 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 have 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 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

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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 undertaker 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 may consider necessary or proper to be performed and executed for the purpose of any 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

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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 takeover 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 24 months from the date of completion and commissioning of the project to the satisfaction of the Engineer incharge of the work. This will include the maintenance of the entire project by the firm/contractor for a period of 12 months. 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 successful commissioning of the project. During the period of maintenance, all costs towards labour, 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

52. Work on Private Property

The contractor/firm shall not commence any work in or upon, under, across of 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

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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.

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 thereof 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 sterilized dressing and sterilized 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

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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. Royalties

Except where otherwise stated, the Contractor shall pay all seignorage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

61. 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.

62. 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.

In 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.

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- 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 thereof 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.

63. Force Majeure

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of Acts of God such as unprecedented flood, volcanic eruptions, earthquake or other special risks referred above which prevent the performance of the contract and which could not have been foreseen or prevented by the prudent person.

If a Force Majeure situation arises, the contractor shall promptly notify the Employer in writing of such condition and the cause thereof, Unless otherwise directed by the Employer in writing, the contractor shall continue to perform the obligations as far as it is reasonably practical and shall seek all reasonable alternative means for performing those not prevented by Force Majeure.

64. 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.

65. 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.

66. 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 Engineers of Technical audit cell (or by an approved consultant of repute). The Technical audit officer shall have the powers to inspect the work or supply running account bill, final bill and other vouchers, measurement books, test reports and other documents either during progress of work or after completion of the same and order 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 any amounts due to the contractor or may become due to him from the department in any work or supply.

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67. 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.

68. 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.

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BILL OF QUANTITIES
(TO BE FURNISHED WITH PRICE BID)

General:

The Bill of quantities shall contain items for the construction /Installation testing commissioning and maintenance of the works to be carries 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.

Where there is a discrepancy between the quoted tender percentage excess/less over total departmental value in Schedule A by the tenderer in figurers and words, the least of the two will govern.

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity , the unit rate quoted shall govern

The rates quoted in the BOQ shall be carrying out the work in conformity to the BIS, TNBP and Technical Specifications and other Terms and conditions set out in the Bid document.

All pages in the BOQ should be signed with out omission. All corrections/ over writing should be properly attested by the Bidder.

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 in the Agreement for the relevant item shall be paid.

Excise duty :**1) Works involving water treatment plant:**

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

2) Works with out water treatment plant:

The rates provided are inclusive of Excise duty and the Exemption if any availed should be passed on to TWAD Board.

Name of work : Providing WSS to Pulipanam, Echenvilai and Veeyanoor habitations in Cherukole Panchayat of Tiruvattar Union- Supply, Delivery, Erection and Commissioning of Pumpset, Supply, Delivery, Laying and Jointing of P'main and Branch P'main etc.

Sl. No.	Description of Quantity Item of work	Specification	Unit	Rate in Figures in Words.	Amount Rs.
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Vide separate sheet

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