

**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
BID DOCUMENT**



NAME OF WORK : Operation and Maintenance of CWSS by Engaging Contract Labourers for package IV (Ramnad CWSS) of Combined Water Supply Schemes to 5 Municipalities, 11 Town Panchayats and 3163 Rural habitations in Ramanathapuram, Sivagangai and Pudukottai District for the year 2013-2014, 2014-2015, 2015-2016 of 3 years..

**Last date of submission : Upto 03.00 P.M. on 26.06.2013
(as per the clock of
O/O Chief Engineer / TWAD / Madurai)**

Contractor

sd/-
Chief Engineer, TWAD, Madurai

CHECK LIST TO BE ENCLOSED BY BIDDER (along with Bid Documents)

The check list is only indicative and is to assist the bidder in satisfactorily enclosing all required major documents for Technical Qualification. The list is not exhaustive and the bidder should read all clauses of the bid document so as to enclose all documents as required:

A. BID SECURITY

- i) Bid security for a value of **Rs.4.38 Lakhs** to be furnished
- ii) Furnish the details of Bid Security as under

Sl. No.	Name of the Bidder	Amount and type of security	Issued By

B. ELIGIBILITY/QUALIFICATION CRITERIA

Sl. No	Description	Requirement as per Bid document	Particulars as furnished by the bidder	Page No. with ref. no. if any where the particulars are furnished by bidder.
	Financial Turnover & Cash flow.			
1.	Average Annual Turn over for the last three financial years Rs. in crores (2009-2010, 2010-11 & 2011-12) – 50% value of work put into tender per year	0.73 Crore		

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2	Minimum Annual Turn over in each of the last three financial year Rs. in crores (2009-2010, 2010-11 & 2011-12) – 33% value of work put into tender per year	0.48 Crore		
3	Minimum cash flow required in Rs. in crores	0.36 Crore		
4	Bid Capacity Assessed available Bid capacity = (A*N*1.5) – B	4.38 Crore		

Eligibility:

Financial: The contractor should have a cash flow of 3 months of the O& M cost of Tender now called for. Evidence of access line of credit and availability of other financial resources, credit line certificates from the Financial Institutions should be enclosed in the prescribed format Annexed as Annexure - XI

Contractors registered in TWAD under Class I i.e., those who are eligible to take up the work costing more than Rs.75.00 lakh are eligible to tender for this work. Contractors registered in other Departments and Undertakings of the Central or State Government in the corresponding class for taking up such work, who have carried out similar works of the same or higher magnitude are also eligible to tender for this work. Contractors not Registered in the Board and who intend to participate in the tender, subject to their eligibility as above are requested to obtain a copy of the tender document from the office referred before submitting their Tender. They should furnish proof of their registration in the appropriate class and experience as indicated above while submitting their tenders, otherwise their tenders will be treated as non-responsive. The tender received from ineligible contractors will be treated as non-responsive. However, the successful Tenderer will have to get himself registered in the Board in the appropriate class.

EMD should be paid for an amount Rs - 4.38 Lakhs, drawn / pledged in favour of the Executive Engineer, TWAD Board, Project Division, (Ramnad CWSS) Paramakudi , in any one of the form given below:

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EMD :: 1% of value of work put to tender

Demand Draft drawn on a Nationalised Bank/Schedule Bank

Deposits at Call receipt of Scheduled banks Government Security and National Savings Certificate (Purchased within Tamilnadu)

Post office Savings Bank deposits

Fixed deposit receipts from Scheduled banks

Irrevocable Bank Guarantee as per Annexure

FDR 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.

No cheque will be accepted towards Earnest Money Deposit.

SECURITY DEPOSIT

Security deposit equivalent to 5% of the value of the contract will be collected from the successful Tenderer in the following form and manner within 15 days from the date of receipt of work order:

Form in which S.D. collected.

In the shape of NSC/ Post office savings Deposits valid for the required contract period and pledged in favour of **Executive Engineer, TWAD Board, Project Division, (Ramnad CWSS) Paramakudi** and shall have the necessary transfer endorsement of the Post Office(**OR**)

Fixed Deposit for the required period from Nationalized Bank/ in favour of **Executive Engineer, TWAD Board, Project Division, (Ramnad CWSS) Paramakudi.**

Irrevocable Bank Guarantee as per Annexure XII

The value of Additional S.D will be as follows:

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

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

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Recovery to be made for Non-compliance to Schedule of work/ Mandatory Duties are furnished in the **Annexure VII** . Tenderers are requested to take note of the details. The above details will be incorporated in the contract documents while executing agreement.

All Duties, Taxes such as VAT, Sales Tax and etc. and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total quoted rates submitted by the Tenderer Any statutory variations in duties/taxes, which take effect from a date subsequent to the due date for receipt of tender, shall be to TWAD Board's Account.

The rate quoted by the contractor shall include payment for labour welfare measures like ESI, EPF, Workers' Insurance, and any other item essential.

Tender Validity

Tenders shall remain valid for a period of not less than one hundred and twenty days (120 days) after the deadline date for Tender submission. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

Tenders with conditions are liable for rejection.

Site Visit: The Contractor should visit the entire sites/areas of work involved in the operation and maintenance of the CWSS at his own cost and obtain his own information regarding the scheme and also collect details of Habitations served before quoting for the tender. The role of TWAD Board is given in the **Annexure -VIII**

The Date of commencement of this programme will be the date of acceptance of tender by the competent authority. However, the date of commencement of operation and maintenance work is contingent upon the handing over of the CWSS for maintenance by the concerned Executive Engineer of TWAD Board maintaining the CWSS to the contractor .The period of contract maintenance will be reckoned from the date of handing over and taking over of the scheme for maintenance by the concerned Executive Engineer of TWAD Board and the contractor respectively.

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List of Certificates to be enclosed by the Bidder (Notarised as per requirement)

Sl. No.	Description	Page Nos. in the Bidder's Document
1.	Signature of the proprietor or proprietress attested by the Notary public.	
2.	Signature of all the partners / power of attorney attested by the Notary public	
3.	Registration of the firm, Signature of all the authorised person attested by the Notary public	
4.	A copy of the Registered Power of Attorney authorizing the signatory of the bidder.	
5.	Proof of Registration of firm / company	
6.	Audited Balance sheets	
7.	Credit line certificate from Financial institutions	
8.	Income Tax clearance certificate.	
9.	Sales Tax verification certificate.	

SIGNATURE OF TENDERER

Contractor

sd/-
Chief Engineer, TWAD, Madurai

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Certificates:

- 1) Signature of the Proprietor or Proprietress attested by the Notary Public
- 2) Signature of all the Partners/Power of attorney attested by the Notary Public.
- 3) Registration of the firm, signature of the authorized person attested by the Notary public.
- 4) copy of the Registered Power of Attorney authorizing the signatory of the bidder
- 5) Proof of Registration of firm/company.
- 6) Audited Balance sheets.
- 7) Credit line certificate from Financial Institutions.
- 8) Income Tax clearance certificate.
- 9) Sales Tax verification certificate

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Annexures:

- 1) Annual Turnover (Annexure-i)
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Contractor

sd/-
Chief Engineer, TWAD, Madurai



TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD

TENDER INVITED FOR MAINTENANCE OF CWSS

FORM OF CONTRACT: ITEM WAR TENDER (TWO COVER SYSTEM)

(THIRD CALL)

INVITATION OF BID NO.F. 4 CWSS(O& M) / SDO 2 / C&A /2013/ Dt. 16.05.2013

1. For and on behalf of Tamil Nadu Water Supply and Drainage Board, sealed (wax sealing) bids (in Two cover System) are invited by the Chief Engineer, TWAD Board, Madurai under Item-war Tender System **For Engaging Contract Labourers in the Maintenance of Combined Water Supply Schemes (CWSS) in Madurai, Theni, Sivaganga, Pudukottai and Ramnad Districts for the year 2013-2014, 2014-2015, 2015-2016 of 3 years.**
2. This Maintenance of CWSS will follow the procedure prescribed under The Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000 and subsequent amendment there on.
3. Bidding documents in English may be purchased by interested bidders on submission of written application accompanied with Demand Draft from any Nationalized / Scheduled bank drawn in favour of concerned Executive Engineers, TWAD Board, as noted against each Work as detailed below.
4. Cost of tender document is Rs.1000 /- + 5% VAT.
5. The bid documents can also be downloaded free of cost from www.tenders.tn.gov.in and www.twadboard.gov.in
6. Amount of Earnest Money Deposit will be 1% of the value of Work put to Tender.
7. Period of contract is 3 years.
8. Pre-bid meeting will be held on **18.06.2013** at 11.00 A.M. in the Office of the Chief Engineer, TWAD Board, Madurai.

Further details about Work can be seen in bid documents and can also be got from the office of the Chief Engineer, TWAD Board, Madurai

Contractor

sd/-
Chief Engineer, TWAD, Madurai

Sl. No	Name of Work	Tender Value.	Address of the contact person	Period of sale & Contact person	Last date for submission of Bids	Date & time of opening of Technical Bids
	For Engaging Contract Labourers in the Maintenance of following Combined Water Supply Schemes (CWSS) in Madurai, Theni, Sivagangai, Pudukottai and Ramnad Districts for the year 2013-2014, 2014-2015, 2015-2016 of 3 years.					
	Ramnad, Sivagangai and Pudukottai District					
1.	Ramnad CWSS – package IV	Rs.4.38 Crore	Executive Engineer, TWAD Board, Project Division,(Ramnad CWSS) 3/840-B9, II Floor,Bharathi Nagar, Paramakudi -623707	From 29.5.13 To 24.6.13	26.6.2013 Upto 3.00 PM O/o.the Chief Engineer, TWAD Board, Madurai	26.6.2013 at 3.30 PM @ O/o.the Chief Engineer, TWAD Board, Madurai

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sd/-
Chief Engineer, TWAD, Madurai

2	Ramnad CWSS – package V	Rs.2.56 Crore	Executive Engineer, TWAD Board, Project Division,(Ramnad CWSS) Wekkly Market Road, 141/1029.Municipal Building, ,Sivagangai 630561	From 29.5.13 To 24.6.13	26.6.2013 Upto 3.00 PM. O/o.the Chief Engineer, TWAD Board, Madurai	26.6.2013at 3.30 PM. @ O/o.the Chief Engineer, TWAD Board, Madurai
3	Ramnad CWSS – package VI	Rs.3.14 Crore	Executive Engineer, TWAD Board, Project Division,(Ramnad CWSS) Central plaza, Salai street, Ramanathapuram - 623501	From 29.5.13 To 24.6.13	26.6.2013 Upto 3.00 PM. O/o.the Chief Engineer, TWAD Board, Madurai	26.6.2013 at 3.30 PM. @ O/o.the Chief Engineer, TWAD Board, Madurai
Madurai and Theni District						
	Andipatti- Sedapatti CWSS	Rs. 3.34 Crore	Executive Engineer, TWAD Board, Maintenance Division, TWAD House, Ganesh nagar,Melur Road,Madurai - 625007	From 29.5.13 To 24.6.13	26.6.2013 Upto 3.00 PM O/o.the Chief Engineer, TWAD Board, Madurai	26.6.2013 at 3.30 PM @ O/o.the Chief Engineer, TWAD Board, Madurai

Sd/- M. Nagarajan,
Chief Engineer(a/c),
TWAD Board, Madurai.

Contractor

sd/-
Chief Engineer, TWAD, Madurai

II. LETTER OF APPLICATION

(Letter head paper of the Applicant, including full postal address, telephone no., fax no., cable address, and E.Mail)

Dated

To

**The Chief Engineer,
TWAD Board,
Madurai.**

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

INVITATION OF BID NO.F. 4 CWSS(O& M) / SDO 2 / C&A /2013/ Dt. 16.05.2013

Operation and Maintenance of CWSS by Engaging Contract Labourers for package IV (Ramnad CWSS) of Combined Water Supply Schemes to 5 Municipalities,11 Town Panchayats and 3163 Rural habitations in Ramanathapuram, Sivagangai and Pudukottai District for the year 2013-2014,2014-2015,2015-2016 of 3 years..

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

Contractor

sd/-

Chief Engineer, TWAD, Madurai

requested by yourselves to verify the statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.

This application is made in the full understanding that

- bids by the applicants will be subject to verification of all information submitted for consideration, at the time of bidding.

Your Agency reserves the right to

- amend the scope and value of any contract bid under this project
- and reject or accept any application, to cancel the entire bidding process and reject all the applications and
- your Agency shall not be liable for any such action and shall be under no obligation to inform the Applicants of the grounds for them

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

It is hereby distinctly and expressly declared and acknowledged that before the submission of the bid, the instructions therein have been carefully followed and the conditions of the Contract and other terms and conditions have been read. It is also declared and acknowledged that careful examination of the bid documents has been carried out with reference to the specifications, quantities, location where the said work is to be done, investigation of the works to be done, materials required for this contract and their source and other requirements, covenants, stipulations and restrictions. It is distinctly agreed that no claim or demand will be made on the TWAD Board by the applicant, arising out of any misunderstanding or misconception or mistake of the said requirements, covenants, stipulations, restrictions, conditions etc on the part of the Applicant .

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

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sd/-
Chief Engineer, TWAD, Madurai

The Bid Security of **Rs.4,38,000/- (Rupees Four lakhs thirty eight 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, Project Division, (Ramanad CWSS) Paramakudi.**

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.

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 there for

Contractor

sd/-
Chief Engineer, TWAD, Madurai

Dated this day of
Month of

Signature of the Applicant
(To be signed by the authorized
signatory with seal)

Contractor

sd/-
Chief Engineer, TWAD, Madurai

INSTRUCTIONS TO BIDDERS

A. GENERAL

I. SCOPE of the Bid

The scope of the project will be that the bidder shall be responsible for **Operation and Maintenance of CWSS by Engaging Contract Labourers for package IV (Ramnad CWSS) of Combined Water Supply Schemes to 5 Municipalities, 11 Town Panchayats and 3163 Rural habitations in Ramanathapuram, Sivagangai and Pudukottai District for the year 2013-2014, 2014-2015, 2015-2016 of 3 years..**

MAINTENANCE

1.2 Maintenance of the above work for a period of **36 months (paid maintenance)**.

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

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

1.5 **Down loading the documents from web site.**

The documents can be down loaded free of cost from the web site www.tenders.tn.gov.in by the tenderer. Tender should, thereafter be submitted duly filled and signed along with all required documents to the tender inviting authority as notified in the IFB subject to the following:

a) 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.

b) **No cost towards bid document shall be required to be paid by the bidders who are using the forms downloaded from the designated website.**

The bidder shall submit the tender to the tender inviting authority as prescribed in the IFB.

1.6 The Bid Document can be purchased from the **Executive Engineer, TWAD Board, Project Division. (Ramanad CWSS) Paramakudi** by remitting the required cost of Bid Document as stipulated in Invitation for Bid.

2. Method of Bidding:

2.1 If the bid is made by an individual, the bid documents shall be signed by the individual with his full name and current address.

2.2 If the bid is made by a proprietary concern, the bid documents shall be signed by the Proprietor with his full name as well as the name of the firm and full address. In the case of an authorized person holding power of attorney signing the bid

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documents, a certified copy of the registered power of attorney should accompany the bid documents. The signature of the proprietor shall be attested by a Notary Public and enclosed as documentary evidence.

- 2.3 If the Bid is made by a partnership firm, the bid documents shall be signed by all the partners of the firm along with their full names and current address with specific mention on the registered address of the firm. In the case of a partner holding power of attorney signing the bid documents, a certified copy of the registered power of attorney should 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 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. 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 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.

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sd/-
Chief Engineer, TWAD, Madurai

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.

5.4 The Executive Engineer Concerned will arrange a site visit for the bidders **on 14.06.2013 at 11.00AM.** to enable the bidders to have an understanding of the site conditions and to clarify any issues relating to the site conditions in the pre bid meeting.

Contractor

sd/-
Chief Engineer, TWAD, Madurai

B. Eligibility / Qualification Criteria

6. Eligible Bidders

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

6.5 Joint Venture will not be accepted.

7. Qualification of the Bidder

7.1 General

- 7.1.1 Bidders shall provide the following as part of their bid in the prescribed formats.
- 7.1.2 A registered Power of Attorney authorising the signatory of the bid to commit on behalf of the bidder should be enclosed.
- 7.1.3 Proof of Registration of the firm/company under Companies Act should be enclosed.
- 7.1.4 Annual turnover for the past three financial years (Audited balance sheet for the last three financial years) should be enclosed. Annual turnover for the past three financial years should be certified by a registered Chartered Accountant. The certificate should be affixed with the seal of the office of the Chartered Accountant with the registration number legibly in Annexure - (i).
- 7.1.5 The details of works on hand and works for which bids are already submitted should be furnished in the Annexures (iii). and (iv). respectively.
- 7.1.6 List of equipments available with the bidder for deployment in the project should be furnished in Annexure - (v).
- 7.1.7 Evidence of access to lines of credit and availability of other financial resources, credit line certificates from financial institutions should be enclosed in the prescribed Annexure-(XI).
- 7.1.8 Litigation details of the bidder with the details of the parties concerned and the amount involved should be furnished in Annexure-(viii).

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Chief Engineer, TWAD, Madurai

- 7.1.9 The bidder should declare clearly whether the bidder has been black listed, banned or debarred any Central or State Government or Union Territory, Govt. Department/ Public Sector Under-taking/ Organization in Annexure-(ix).
- 7.1.10 Income Tax Clearance Certificate in currency as proof of having remitted the income tax for the previous financial year (with reference to the year in which the bid is opened)
- 7.1.11 Sales Tax Verification Certificate as proof of having remitted the sales tax. In the case of not liable to the Sales Tax Department, a valid certificate issued by the competent authority to this effect.

Conditions to be satisfied:

7.2 Performance Eligibility:

a) Financial capacity:

Sl. No.	DESCRIPTION	CRITERIA
	Financial Turn over and Cash Flow	Rs. In Crores
1	Average Annual Turn over for the last three financial years Rs. in crores (2009-2010, 2010-11 & 2011-12) – 50% value of work put into tender per year	0.73 Crore
2	Minimum Annual Turn over in each of the last three financial year Rs. in crores (2009-2010, 2010-11 & 2011-12) – 33% value of work put into tender per year	0.48Crore
3	Minimum cash flow required in Rs. in crores	0.36 Crore

Contractors registered in TWAD under Class I i.e., those who are eligible to take up the work costing more than Rs.75.00 lakh are eligible to tender for this work. Contractors registered in other Departments and Undertakings of the Central or State Government in the corresponding class for taking up such work, who have carried out similar works of the same or higher magnitude are also eligible to tender for this work. Contractors not Registered in the Board and who intend to participate in the tender, subject to their eligibility as above are requested to obtain a copy of the tender document from the office referred before submitting their Tender. They should furnish proof of Contractor

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their registration in the appropriate class and experience as indicated above while submitting their tenders, otherwise their tenders will be treated as non-responsive

Note : in Addition to the above requirements the following criteria also to be satisfied.

Bid capacity:

- Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = [A*N*1.5-B]$$

Where A = Maximum value of works executed in any one year during the last three financial years [updated to 2012-13 (current) price level @ 6% per annum] taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of operation and maintenance of works for which bids are invited i.e. ...3 **years**.

B = Value of existing commitments and on-going works to be completed during the next 3 **years**. [Updated to 2012-13 (current) price level]

7.4. Disqualification:

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified at any point of time if they have

- i) made misleading or false representation in the form statements and attachments submitted and/or
- ii) Record of poor performance during the last 5 years as on the date of application such as abandoning the work rescinding of contract for which the reasons are attributable to the non performance of the Contractor inordinate delays in completion, consistent history of litigation awarded against the applicant or any of its constituents or financial failure due to bankruptcy etc.

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- iii) been debarred / blacklisted as on the date of application by any Central/State Government Department/Undertaking/Organization and their bid will not be taken up for evaluation.

C. BID DOCUMENTS

8. Contents of Bid Documents

- 8.1 The Bid documents will comprise the following documents and addenda issued in accordance with clause 10 below

Invitation for Bids

Instruction to Bidders

Eligibility/ qualification criteria

Forms of Bid

Payment Schedule

Schedule 'A'

Forms of Agreement

9. Clarification of Bid Documents:

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

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 BID

11. Language of Bid

11.1 The bid and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written either in English or in Tamil language.

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

12. Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:
Cover – 1 (Technical Bid)

i. The Bid Documents duly filled and signed

ii. List of Annexures

a) Annual Turnover for the last three financial years – (7.1.4) – **Annexure- (i)**.

b) Commitment of works on hand – (7.1.5) – **Annexure- (iii)**.

c) Works for which Bids are already submitted – (7.1.5) – **Annexure- (iv)**.

d) List of Equipments available with Bidder – (7.1.6) – **Annexure-(v)**.

e) Sample Format for evidence of access to or availability of credit facilities – (7.1.7) – **Annexure- XI**

f) Details of Litigation – (7.1.8) – **Annexure - (viii)**.

g) Declaration by the bidder – (7.1.9) – **Annexure- (ix)**.

iii. List of Certificates.

a) Signature of the Proprietor or Proprietress attested by the Notary Public (2.2)

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- 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 Registered 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 – (7.1.4)
 - g) Credit line Certificate from Financial Institutions - (7.1.7)
 - h) Income Tax Clearance Certificate – (7.1.10)
 - i) Sales Tax Verification Certificate – (7.1.11)
- iv. Bid Security
 - v. Any other material required to be completed and submitted by the bidders in accordance with these instructions.

Cover – II (Price Bid)

- 12.2 Schedule 'A' duly signed.
- 12.3 The Bid should be submitted only in the original documents as issued by the Employer or as downloaded from the website. No alteration or correction should be made under any circumstances in the Bid Documents issued by the Employer.
- 12.4 Conditional tenders are liable for rejection

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in clause 1, based on the priced bill quantities submitted by the bidder.
- 13.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of works described in the Schedule 'A' of bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities. Corrections, if any, shall be made by crossing out, initialing.

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- 13.3. All duties, taxes and other levies payable by the contractor, under the contract or for any other cause shall be included in the rates, prices and total bid price submitted by the bidder.

14. Currencies of Bid and Payment

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

15. Bid Validity

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

16. Bid Security

The bidder shall furnish, as part of his bid, as bid security of **Rs.4,38,000/- (Rupees Four lakhs thirty eight thousand only)** in the following forms.

- 16.1 The bid security duly pledged in favour of **the Executive Engineer, TWAD Board, Project Division, (Ramanad CWSS) Paramakudi** in any one of the following forms Demand draft / Deposit call receipt / Fixed deposit receipt/ Bank Guarantee (Prescribed format of the Bank Guarantee (Unconditional) for the bid security issued by a Nationalised Bank/Scheduled Bank located in India or National savings certificate/Post office Savings Bank deposits.

- Unconditional Bank Guarantee in the prescribed format for the bid security issued by a Nationalised Bank/Scheduled Bank located in India & valid for 45 days after the end of the validity period of the bid.

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.

- 16.2 Any bid not accompanied by bid security in stipulated form shall be rejected by the Employer as non responsive
- 16.3 The bid security of the unsuccessful bidders will be returned as promptly as possible, but not later than 30 days either after the expiration of the period of bid validity or after finalizations of the bid whichever is later.
- 16.4 The bid security of the successful bidder will be returned after the bidder has furnished the required performance security and signed the agreement. No interest is payable on Bid security by the Employer.
- 16.5 The bid security shall be forfeited.
- In the case of bidder withdrawing or modifying his bid during the period of bid validity

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- If the bidder does not accept the corrections of the bid price, pursuant to clause 28 of “Bid Opening and Evaluation”
- In the case of a successful bidder failing to furnish the performance security in the specified form within the stipulated time.
- In the case of successful bidder failing to enter into agreement within the stipulated time.

In the case of the bidder severing the conditions after intimation of the acceptance of the bid.

17 **Compliance of Technical Design and Specifications**

17.1 Deleted

18 **Format and signing of bid.**

18.1 The Bid documents 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 bidders in accordance with "instructions to bidders" All pages of the bid and where entries or corrections have been made, shall be initialled 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 initialled by the person signing the bid.

18.3 The bid documents as issued by the Employer should be submitted duly signed at the bottom of each page, failing which the bids will be summarily rejected.

19. **PRE BID MEETING**

19.1 The Bidder or his authorised representative who are desirous, of may attend the pre bid meeting which will take place at the Office of the Chief Engineer / TWAD Board / Madurai on **18.06.2013 at 11.00 a.m.**

19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

E. Submission of Bids

20. Sealing and Marking of Bids

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

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and superscribed indicating clearly the name of work and marking specifically as under.

Cover I - Technical Bid
Cover II - Price Bid

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

20.8. Format and signing of Tender

- 20.8.1 The Tenderer shall submit one original and one copy (hard) and one soft copy of technical bids comprising of Tender as described in the Instruction to Tenderers, bound in a format as stipulated.
- 20.8.2 All bidders will be provided with an electronic copy of the schedule of prices. Cells that contain permanent information and are not to be changed by the Bidder will be protected.
- 20.8.3 Cells into which the bidder can enter rates and Amount (where these may vary), will be left unprotected. However, the Employer will not enter any formulae in the spread sheets.
- 20.8.4 The Bidder is entirely responsible to ensure that the calculations presented in the Schedule of Prices are correct, and that the Bidders offer is complete in all respects. The Price Bid completed in computerized printout, adopting the format of the Bid document in total and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 20.8.5 The Tenderer shall submit the Price bid in duplicate one in hard copy and another in soft copy.**
- 20.8.6 The Bidder will need to submit the completed Schedule of Prices together with the bound copy of the Price Proposal which has been issued by the Employer alongwith the separate Priced Schedule of Prices, and to affix his signature on all pages of his submittal. The Bidder shall give an undertaking that the content of the CD and the content of hard copies are identical. In the case of discrepancy between the soft copy and hard copy (print out) furnished by the bidder, the hard copy (print out) will prevail. If there is discrepancy between the hard/soft copy furnished by the bidder and the hard copy issued by the Employer, the hard copy issued by the Employer will prevail.
- 20.8.7 The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

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20.9 All the envelopes shall be addressed to the Employer “**THE CHIEF ENGINEER, TWAD BOARD, MADURAI.**” and bear the following identification

Bid for “Operation and Maintenance of CWSS by Engaging Contract Labourers for package IV (Ramnad CWSS) of Combined Water Supply Schemes to 5 Municipalities, 11 Town Panchayats and 3163 Rural habitations in Ramanathapuram, Sivagangai and Pudukottai District for the year 2013-2014, 2014-2015, 2015-2016 of 3 years.”.

INVITATION OF BID NO.F. 4 CWSS(O& M) / SDO 2 / C&A /2013/ Dt. 16.05.2013

Do Not Open Before

26. 06.2013

(Time and date of bid

at 03.30 PM opening as per Clause 24 of
(as per the clock “Bid Opening and Evaluation”)
Of o/o CE/TWAD/
Madurai.)

and should be submitted to the following Address: **The Chief Engineer, TWAD Board, Ganesh nagar, Melur road, Opp. Mattuthavani Bus Stand, Madurai. 625 007 ,TAMILNADU**

20.10 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 20 of “Submission of Bids”.

20.11 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 20.9 above not later than **3.00 P. M on 26.06.13** as per the clock of the o/o the Chief Engineer/ TWAD/ Madurai 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.

22. 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.

23. Modification, Substitution and Withdrawal of Bids

23.1 The bidder may modify, substitute or withdraw his bid after submission, provided that written notice of the modification, substitution and withdrawal is received by the Employer prior to the deadline for submission of bid.

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- 23.2 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.

The modification / substitution for price bid cover should be superscribed as **PRICE 'MODIFICATION' / SUBSTITUTION COVER.**

- 23.3 No bid shall be modified, substituted or withdrawn after the deadline for submission of bids.
- 23.4. Modification, substitution or withdrawal of a bid between the deadline for submission of bids and the expiration of the original period of validity specified in clause 15.1 of "Preparation of Bids" or as amended pursuant to clause 15.2 of "Preparation of Bids" may result in the forfeiture of the Bid Security pursuant to Clause 16 of "Preparation of Bids".

F. BID OPENING AND EVALUATION

24. Bid Opening

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

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25. Process to be Confidential

25.1. Information relating to the examination, Clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the selection of the successful Bidder has been announced. Any effort by a bidder to influence the Board in the processing of Bids or award decisions may result in the rejection of his bid

26. Clarification of Bids.

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

27. Examination of Bids and Determination of Responsiveness

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,

A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works. (b) which limits in any substantial way, inconsistent with the Bid Documents, the Employer’s rights to the Bidder’s obligations under the contract, or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The decision of the Employer on the issue whether the Bid is responsive or not” will be final and binding on the bidders. The Employer is not bound to disclose the reason in case a bid is determined by him as non responsive.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:

- If any variation in the rates in words and figures , the lesser of the two will only be taken into consideration.

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The tenderer is requested to quote the rate for 1st year, 2nd year and 3rd year

If no rate is quoted for any year, the Zero value will be taken as quoted price and treated as free of cost.

- Where there is a discrepancy between the unit rate and line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - Where there is an arithmetical discrepancy in the page total as well as grand total, the corrected total by the Employer will govern
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors 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”.

Evaluation and Comparison of Bids

- 29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 27 of “Bid Opening and Evaluation”.
- 29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid price as follows:
- making any correction for errors pursuant to Clause 28 of “Bid Opening and Evaluation”. or
 - making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 23 of “Submission of Bids”
- 29.3 The Employer reserves the right to accept or reject any variation/deviation.
- 29.4 If the Bid of a successful Bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 34 of; “Award of Contract” be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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

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

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G. AWARD OF CONTRACT

30. Award Criteria.

- 30.1 Subject to Clause 29 of “Bid Opening and Evaluation”, the Employer will award the contract to the Bidder, 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 Board, Project Division, (Ramanad CWSS) Paramakudi.**
(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 equivalent to 5% of the total value of the contract in favour of the **Executive Engineer, TWAD Board, Project Division, (Ramanad CWSS) Paramakudi.**

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34.2 The bidder along with the performance security, shall deliver a non judicial stamp paper for Rs.100/- (Rupees One Hundred only) at his cost for executing the agreement.

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 28 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 & 35.1 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

Amendment to Agreement:

35.5 Any amendment shall be issued by mutual consent between the Employer and the contractor only with out any contrary to the bid conditions.

36. Forfeiture of Performance Security

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.

37. FUND CONTRIBUTION FOR MANUAL WORKERS

Towards contribution of fund for the benefit of manual workers employed in the construction works an amount equivalent to 0.30% of estimate amount will be paid by the Employer direct to the Labour Welfare Board as per G.O. Ms. No. 80 / Labour and Employment Department / dated. 05.06.1997, G.O. Ms. No. 95 / Labour and Employment Department / dated. 02.07.1997 and G.O. Ms. No. 283/ MAWS/ dt. 11.11.2010.

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SPECIAL CONDITIONS FOR O& M

1. MANDATORY DUTIES OF THE CONTRACTOR

- 1.To ensure that the water is supplied to each beneficiary as per the designed quantity on normal condition.
- 2.Must keep a copy of the relevant portions of the CPHEEO manual on Operation and Maintenance of Water Supply Systems at work site and carry out the O&M works in accordance to the guidelines prescribed in the Manual.
- 3.Ensuring that adequate manpower is available round the clock to carry out the above tasks and to prevent entry of unauthorised persons.
- 4.Operation on specified shifts / day and ensuring that back up teams would be available to take over during Sundays, Holidays and in the event of regular Operator / Labour absence including watch and ward.
- 5.Attendance should be maintained by the contractor and the employees to sign it in every shift. It must be produced for verification as and when called for by the TWAD Engineers. **The number of actual Labourers engaged for the maintenance of CWSS should be reported by the contractor daily to the concerned Executive Engineers.**
- 6.The contractor has to provide decent uniform with name badge to their staff.
- 7.Operate and maintain equipment with skilled staff so as to safeguard the equipments against single phasing, earth fault, phase reverse etc. in power supply.
- 8.To maintain plant and machineries, pump room and it's premises, Pumping main and valves and Treatment Units as per the Schedule of Maintenance annexed as **Annexure II**.
- 9.The contractor shall carry out minor repairs as listed **Annexure-IV**
- 10.Operate and maintain capacitor and allied switch gear so as to maintain a power factor of not less than 0.90 prescribed by TNEB.

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- 11.The power factor will not decrease or increase suddenly and hence the contractor should monitor daily. If any decrease in the power factor is noticed, it should be informed to the Departmental Engineers (concerned Assistant Engineer/Assistant Executive Engineer).
 - 12.If Genset is in the scope of contract, Test run of Genset should be carried out for a minimum of 30 minutes per week while in idle condition or as recommended by the manufacturer / directed by TWAD Engineer. The required Diesel / Lube oil will be supplied by Board and the contractor should make necessary arrangement for conveying the same. However, in case of emergency, the contractor may arrange to purchase the required Diesel / Lube oil as directed by the Engineer in charge and the related cost will be paid as per actual on production of bills.
 - 13.Make sure that the levels in the sumps are maintained in a safe required level and to ensure that overflowing of sump does not occur.
 - 14.Care should be taken to prevent overflow of OHT.
 15. The contractor shall maintain all registers under law towards attendance, salary of the workers, log book, etc. in the name of the contractor and the same shall be maintained and signed by the contractor and the same shall be periodically checked by the field engineers or officials of the Board above the rank of the field engineer.
 - 16.Mandatory Regulations prescribed by CEIG and Inspector of Factories shall be followed without any lapse.
 - 17.Each station should be provided with complete set of tools and equipments required for maintenance as listed in the **Annexure III.**
 - 18.To adhere to safety measures as stipulated in **Annexure V.**
 - 19.To adhere to the Contract welfare Laws as applicable to this scope of contract – **Annexure VI.**
- The bidder should furnish his local office and residential address along with Telephone Nos, email id and mobile Nos.

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2. DUTIES AND RESPONSIBILITIES OF CONTRACT LABOUR

- 1.He shall hold full responsibility of maintaining pump room pumpsets electrical motors and valves etc. as prescribed by the Board
- 2.To inform minor/major/repairs immediately and should be present at site until completion works of repair
- 3.He shall have full responsibility for maintaining maintenance schedule such as daily, weekly and monthly programmes.
- 4.He shall keep safety belt, gas mask, gas monitor and First Aid box to his custody and utilize whenever requires.
- 5.He shall be responsible for over all cleaning and keeping the station neat and tidy
- 6.To approach TNEB authority when power fails in TNEB structure/Board structure and ascertain early supply resumption.
- 7.He shall check up Power Factor everyday and to maintain at minimum 0.90 as prescribed by TNEB.
- 8.In charge shall be responsible to carryout mandatory duties of contractor in the individual pumping station
- 9.Up keeping the equipments and installations in pumping station such as air blowing motors, control panels, gland packing, changing Engine Oil and maintenance of battery.
- 10.Recording Log Book for every hours and including starting/stopping time of the pump sets.
11. Check the temperature/Noise of Running units and control panel
12. Record daily shift activity in Log Book
13. General cleaning of all equipments, buildings and the yard and keeping the premises clean and tidy
14. Ensuring that staff is available round the clock to carryout out the above task and to prevent entry of unauthorized persons.
15. Provide gland packing for the pumps, sluice valve etc. whenever required to avoid leakage of water.
16. Watering of plant and tree
17. Operating of sluice valves and non-return valves
18. To go along pipe line system and check for any leak, burst and damage to the pipe to inform TWAD Engineers immediately for rectification.
19. Follow the instruction if any by the Engineers of TWAD Board

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ANNEXURE II**SCHEDULE OF MAINTENANCE**

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
1	Pump House:				
1.1	Cleaning of site	<input type="checkbox"/>			
1.2	Cleaning of Pump House including Doors and Windows	<input type="checkbox"/>			
1.3	Cleaning of Panel Room, D.G. room etc.	<input type="checkbox"/>			
1.4	Check pump is operational	<input type="checkbox"/>			
1.5	Change over to stand by pumps	<input type="checkbox"/>			
1.6	Record hours run	<input type="checkbox"/>			
1.7	Check operation of air release pipe	<input type="checkbox"/>			
1.8	Lubricating of Rolling Shutters			<input type="checkbox"/>	
1.9	De-weeding of Pump Room premises and removal of cob webs etc in the Pump Room.				<input type="checkbox"/>
2	H.T.Structure, Transformer yard and Transformers:				
2.1	Cleaning of transformer yard, removal of grass and plants	<input type="checkbox"/>			

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
2.2	Check up and water the earth pits		<input type="checkbox"/>		
2.3	Megger - earth resistance check in the earth pits				<input type="checkbox"/>
2.4	Check and operate the AB switch in the structure for its smooth operation and replace contacts if necessary		<input type="checkbox"/>		
2.5	Check up dropout fuses and H.G. fuses and replace if necessary	<input type="checkbox"/>			
2.6	Check up insulators and lightning arrestor in the structure and replace if necessary			<input type="checkbox"/>	
2.7	Check the transformer for any leakage of oil and top up if necessary		<input type="checkbox"/>		
2.8	Check the temperature of transformer oil from dial thermometer and record		<input type="checkbox"/>		
3	H.T. Panel:				
3.1	Clean the panel externally and internally using blower	<input type="checkbox"/>			
3.2	Carryout visual check of observe over all condition of the breakers and clean the breakers thoroughly	<input type="checkbox"/>			
3.3	Grease/Oil joints and sliding surfaces			<input type="checkbox"/>	
3.4	Check the internal			<input type="checkbox"/>	

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
	connections				
3.5	Check the operations of doors and conditions of door gasket			<input type="checkbox"/>	
3.6	Check Volt Meter, Ammeter etc. in the panel for its working and replace if necessary	<input type="checkbox"/>			
3.7	Check all the indicator lamp and control fuses and replace if necessary	<input type="checkbox"/>			
3.8	Check the operation of relays			<input type="checkbox"/>	
4	LT Panel :				
4.1	Clean the panel externally and internally using blower	<input type="checkbox"/>			
4.2	Check all the connections for tightness			<input type="checkbox"/>	
4.3	Check the contacts switches for tightness and apply petroleum jelly if necessary			<input type="checkbox"/>	
4.4	Check Volt Meter Ammeter and respective P.T. and CTS for its working and connection	<input type="checkbox"/>			
4.5	Check all the indicator lamp bulbs and fuses and replace if necessary		<input type="checkbox"/>		
4.6	Check operation of all switches and bush buttons		<input type="checkbox"/>		

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
5	CAPACITORS:				
5.1	Check all the capacitors for oil leakage if any	<input type="checkbox"/>			
5.2	Clean the insulator with dry cloth and check the connections for tightness			<input type="checkbox"/>	
5.3	Check the fuses and meggar the units?				
6	MOTORS:				
6.1	Clean the motor terminal box, check the cable connection to tightness	<input type="checkbox"/>			
6.2	Check body of the motor for firm connection			<input type="checkbox"/>	
6.3	Check the foundation bolt and nut for tightness	<input type="checkbox"/>			
6.4	Check normal sound and vibration	<input type="checkbox"/>			
6.5	Check the bearing grease and replace if necessary				<input type="checkbox"/>
6.6	Check air cooling fan for vibration and noise				<input type="checkbox"/>
6.7	Check meggar test for windings and earth				<input type="checkbox"/>
6.8	Cleaning of motor slipring, carbon brush, contacts and replace if necessary		<input type="checkbox"/>		
7.0	STARTERS AND OCB				

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
7.1	Clean the starter and check up the cable connection	<input type="checkbox"/>			
7.2	Check contacts and replace if necessary		<input type="checkbox"/>		
7.3	Check for cable connection		<input type="checkbox"/>		
7.4	Check for OLR and No volt coil		<input type="checkbox"/>		
7.5	Check the level of transformer oil in the OCB and top up if necessary			<input type="checkbox"/>	
8.0	MAIN PUMPS				
8.1	Outside Cleaning	<input type="checkbox"/>			
8.2	Check Bearing Temperature	<input type="checkbox"/>			
8.3	Check & Top up Bearing grease or replace grease				
8.4	Check gland for leak and add gland layer if required	<input type="checkbox"/>			
8.5	Replace gland packing completely				<input type="checkbox"/>
8.6	Check foundation nuts and bolts for tightness and rusting		<input type="checkbox"/>		
8.7	Check inspection covers and check condition of impeller				<input type="checkbox"/>
8.8	Check the pressure and pressure gauges on suction and delivery side	<input type="checkbox"/>			

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
8.9	Clean the pump pit and pump floor	<input type="checkbox"/>			
8.10	Check for coupling Bolts and nuts, coupling tyre and replace the tyre if required		<input type="checkbox"/>		
8.11	Check for vibration and noise of the pump	<input type="checkbox"/>			
8.12	Pump out leaked water from the pump pit	<input type="checkbox"/>			
8.13	Check the condition of bearing oil and replace if required			<input type="checkbox"/>	
9	SUMP PUMP				
9.1	Check the pump for operation	<input type="checkbox"/>			
9.2	Check the coupling and replace if necessary			<input type="checkbox"/>	
9.3	Clean the starter panel externally and internally	<input type="checkbox"/>			
9.4	Check the fuses and contacts, apply petroleum jelly if necessary		<input type="checkbox"/>		
9.5	Check the foot valve and replace if necessary	<input type="checkbox"/>			
10	Diesel Generator Set, Battery and Emergency light:				
10.1	Clean the Battery, top up, distilled water in the	<input type="checkbox"/>			

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
	battery if necessary				
10.2	Remove the connection of battery terminals, clean thoroughly and reconnect after applying petroleum jelly		<input type="checkbox"/>		
10.3	Clean the emergency lights internally and externally	<input type="checkbox"/>			
10.4	Check the light, indicator lamp for its proper working and attend if necessary		<input type="checkbox"/>		
10.5	Check fuel level in the diesel tank of DG set and top up if necessary		<input type="checkbox"/>		
10.6	Check engine oil level in the D.G. set and add if necessary			<input type="checkbox"/>	<input type="checkbox"/>
11	OHT CRANES:				
11.1	Carry out thorough cleaning of crane including girders, trolley, platform other equipments and control panels			<input type="checkbox"/>	
11.2	Check all the cable connections for tightness		<input type="checkbox"/>		
11.3	Check contacts and fuses and replace if necessary		<input type="checkbox"/>		
11.4	Inspect gearbox for any leakage of oil				<input type="checkbox"/>

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
11.5	Check the connection of limit switch				<input type="checkbox"/>
11.6	Check panels internally and externally and apply petroleum jelly if required				<input type="checkbox"/>
11.7	Check the rope and apply grease if required				<input type="checkbox"/>
12	SUCTION & DELIVERY VALVES AND ACTUATOR:				
12.1	Check the condition of gland packing and tighten or replace if necessary	<input type="checkbox"/>			
12.2	Check actuator gear box for leakage		<input type="checkbox"/>		
12.3	Check the condition of limit switches			<input type="checkbox"/>	
12.4	Check the condition of oil and grease, replace if necessary			<input type="checkbox"/>	
12.5	Check the bolts and nuts for tightness			<input type="checkbox"/>	
12.6	Check cable terminals at motor terminal box of actuator			<input type="checkbox"/>	
12.7	Check clutch and gear arrangement for manual operation				<input type="checkbox"/>
12.	Apply grease to the spindle if necessary			<input type="checkbox"/>	

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Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
8					
12.9	Check for free movement			<input type="checkbox"/>	
13	PIPELINE:				
13.1	Check the pumping main, branch pumping main, feeder main for any leak /burst /damage	<input type="checkbox"/>			
14.0	VALVES:				
14.1	Check the operation of non-return valve	<input type="checkbox"/>			
14.2	Check the disc for its smooth opening and closing operation		<input type="checkbox"/>		
14.3	Check the sluice valves	<input type="checkbox"/>			
14.4	Check the air valves	<input type="checkbox"/>			
14.5	Check the scour valves				<input type="checkbox"/>
15	SUMP:				
15.1	Check the cleaning				<input type="checkbox"/>

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ANNEXURE III**EQUIPMENTS AND TOOLS TO BE MADE AVAILABLE AT EACH PUMPING STATION**

Sl. No.	Description	Set/no.
1	Double end spanner (6 mm to 32 mm)	1 set
2	Screw driver (6", 8", 12")	1 set
3	Pipe wrench (14", 18", 24")	1 set
4	Cutting pliers	1 set
5	Long nose pliers	1 no.
6	Hammer (2 Kgs)	1 no.
7	Test lamp with 15m wire	1 no.
8	Megger (1000 V)	1 no.
9	Multimeter	1 no.
10	Tong tester	1 no.
11	Hacksaw frame with 3 nos. blade	1 no.
12	Spade (Manwetty)	2 nos.
13	Crow bar	1 no.
14	Sickles	2 nos.

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15	Ring spanner (6mm to 32mm)	1 set
16	Caution Board (Men at work)	1 no.
17	Grass cutter	1 no.
18	Country knife	2 nos.
19	Iron chutty	2 nos.
20	Grease gun	1 no.
21	Wheel barrow	1 nos.
22	Torch light with 3 cells	2 nos.
23	Hand blower	1 nos.

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ANNEXURE IV

LIST OF MINOR REPAIRS TO BE ATTENDED

Minor repairs noticed in the maintenance of scheme should be reported to the AE/AEE in charge of the CWSS without any time lapse. The rectification work have to be carried out immediately as per the direction of the AE/AEE. Necessary entry for the repairs carried out has to be made in the Log Book concerned.

Electrical Works

- Replacement of H.G. Fuses
- Replacement of jumpers
- Replacement of insulator (porcelain) – one phase
- Replacement of A-B switch – one phase
- Replacement of no-volt coil for A.C.B. and O.C.B.
- Replacement of jumper with socket inside the panel
- Replacement of cable lugs including terminations
- Replacement of burnt-out H.R.C. fuses
- Replacement of moving and fixed contacts or contactors Repairs to isolators

Pumpsets

1. Replacement of coupling bolt & nuts including rubber bushes
2. Replacement of worn-out impeller nut
3. Replacement of spindle nut in the sluice valve
4. Replacement of terminal plate in the motor
5. Replacement of carbon brushes and brush holder

Valves

1. Replacement of spindle nut in sluice valves
2. Replacement of glands in valves
3. Replacement of ball in air valves

DG Set

- Replacement of burnt-out spares in the battery charger of D.G.
- Rewinding of self-starter in the case of D.G.
- Replacement of repairing of cut-out of D.G.

General

Replacement of bulb, choke, starter, etc.

Note: The old parts which have been replaced should be returned to the Board wherever applicable.

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ANNEXURE V
SAFETY MEASURES TO BE ADHERED TO

All electrical safety equipments like hand gloves, testers and other electrical needs are to be provided by the contractor in the Pumping Stations as stated below:

Sl.No	Name of Equipment	For	
		HT supply	LT supply
1	Safety belt with rope	2 nos	1 no.
2	Gas Mask	1 no.	1 no.
3	Shock proof hand gloves (11 KV grade gloves)	1 pair	1 pair
4	Disposable hand gloves	2 pairs	2 pairs
5	Gum boot	2 pairs	1pair
6	Electrical line tester	1 no.	1 no.
7	Earth discharge rod	1 no.	1 no-
8	First Aid Box	1 no.	1 no.
9	Emergency light	1 no.	1 no.
10	Fire Extinguisher	2no.	1no.
11.	Rubber Mat of suitable size	as per requirement	

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Note: The above is only an illustrative minimum list. The contractor must note that it is their responsibility to ensure the lives and safety of the workers employed by them. Towards this end, all the equipments of appropriate specifications should be procured and made available to the workers in usable conditions throughout the period of contract. Responsibility for any health problem or death will solely rest with contractor.

2. Only experienced, skilled people have to be employed by the contractor

3. Safety belts, ropes, Gas mask, Torch lights, are to be provided by the contractor for laborers who get into wells.

4 All personnel should be covered by insurance under workmen compensation act.

5 All labour act provisions has to be met with.

6 Exhibit labels of "SAFETY FIRST"

7 First Aid Box should made available within the reach of the staff in all Pump Rooms and Booster Stations.

8 No medicine should be kept in the first aid box

9 First Aid Chart should be displayed in the Pump Rooms

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ANNEXURE VI**CONTRACT LABOUR WELFARE**

The rights and benefits conferred on the workmen employed by the contractor under the provisions of various Labour Laws are the responsibility of the contractor. The contractor has to indemnify the TWAD Board in case of loss or any damages. It is the responsibility of the contractor to take insurance policy under Workmen's Compensation Act, 1923 for each labour engaged by the contractor. The contractor will be responsible for any deficiency of safety measures to be adhered as stipulated in Annexure V. A photocopy of the insurance under workmen's compensation Policy should be furnished to the Board. The policies should be kept alive till completion of the contract.

The contractor shall adhere to following Laws wherever applicable

- a) Workmen Compensation Act, 1923
- b) Payment of Wages Act, 1936
- c) Industrial Disputes Act, 1947
- d) Minimum Wages Act, 1948
- e) Factories Act, 1948
- f) Employees PF and Miscellaneous Act, 1952
- g) Payment of Bonus Act, 1965
- h) Payment of Gratuity Act, 1972
- i) Equal Remuneration Act, 1979
- j) Maternity Benefit Act 1951
- k) Contract Labour (Regulation & Abolition) Act 1970
- l) Industrial Employment (Standing Orders) Act 1946

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- m) Trade Unions Act 1926
- n) Child Labour (Prohibition & Regulation) Act 1986
- o) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979
- p) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996.
- q) Employee State Insurance Act, 1948
- r) The Tamil Nadu Manual Workers (Regulation of Employment and Conditions of Work) Act, 1982.
- s) The Bonded Labour System (Abolition) Act, 1976
- t) The Employer's Liability Act, 1938

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ANNEXURE VII**PENALTY FOR NON-COMPLIANCE TO SCHEDULE
OF WORK / MANDATORY DUTIES**

If the contractor fails to carry out any work or part of work/mandatory duties, the Board shall have the power to carry out such parts of work departmentally and recover such amount including 10% as the supervision charges from the progressive bills.

If the absentees of total labour are less than 20% mandays, recovery to be made at 1.5 times of labour rate (as per TWAD SOR of the current year for respective category) for first week and at 2 times for the second to fourth week. If the absenteeism continued beyond fourth week and also absenteeism is more than 20% action to be initiated for termination of labour contract by giving prior notice.

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ANNEXURE VIII

ROLE OF TWAD BOARD

A joint inspection will be had by TWAD Board with the contractor or his representative before handing over of the CWSS for maintenance.

The Executive Engineer to furnish the salient details and flow diagram of the CWSS to the contractor along with the list of habitations covered under the scope of this CWSS and the earmarked supply to them

To check the number of employees engaged by the contractor as per agreement. **The Executive Engineer should get from the contractor daily report on the labourers engaged by him for maintenance of the CWSS and in turn , should report the numbers to the TWAD Board Head Office daily after due verification.**

The Executive Engineers shall inspect/check the salary register maintained by the contractor on or before 10th day of every succeeding month for which the salary is paid, to verify whether the workmen of the contractor are paid statutory wages due to the labour.

If the contractor fails to make any payments that may be due to their workmen/ labour and as a consequence, the principal employer, the Board is called upon as required to pay the same the said payment shall be recovered from the contractor from his dues, monthly running bills or otherwise or from his assets as may be decided by the Executive Engineer.

The breach of any of the terms of the agreement shall entitle the Board to terminate the contract immediately without any notice, as also withholding of the dues payable to the contractor and the security deposit by the contractor till the amounts due to the Board are recovered. In addition to this, the field officers/Assistant Accounts Officers/Executive Engineers should ensure that all the statutory requirements as per the licence issued by the competent authority and all the requirements of the Contract Labour (Regulation & Abolition) Act have been complied with by the contractor and a certificate to that effect maybe directed to be incorporated by the concerned officer along with the running bills of the contractor when the bill is sent for passing/sanction before the competent authority. This is the only way to secure compliance of the terms of the

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contract labour (Regulation & Abolition) Act and the licence issued thereunder by the competent authority, by fixing responsibility for the verification thereof on the concerned officers of the Board.

TWAD Engineers shall closely monitor the Power Factor. If variation is noticed, suitable direction has to be given to the contractor to improve the Power Factor.

Power consumption charges will be paid by TWAD Board.

TWAD Board will arrange to provide the Telephone connection in the premises wherever found necessary and the entire telephone charges including the rent shall be paid by TWAD Board.

To conduct regular inspection to ascertain the effective functioning of system through Engineers of TWAD Board.

Payment will be processed on monthly basis on receipt of bills from the contractor by following Board's procedures.

The spares, grease, waste, glands for valves and fuse wires will be provided by the department.

If Diesel Generator(DG) set is maintained, supply of Diesel and Engine Oil etc. for DG set will be made available by TWAD Board.

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ANNEXURE IX

PAYMENT

Payment will be processed and paid to the contractor on monthly basis by following Board's procedures.

The Executive Engineer on behalf of the Board shall recover any amount due from the contractor to the Board from monthly running bills of the contractor before effecting payment of his dues.

Any losses or damages to the properties of TWAD Board caused either due to slackness on the part of the contractor or his employees or due to improper operation of the system will be recovered from the contractor's bill of the subsequent month.

If the contractor fails to effect supply of the designed quantity to the habitations under the scope of this contract, unless and otherwise the cause is due to insufficient yield in sources, Power Supply, any natural calamity or any other reasons genuinely acceptable to the Executive Engineer, recovery will be made from the bill proportionate to the short supply against the earmarked supply.

Payment for the value of work completed in a satisfactory manner as per agreement will be paid. However, 5% (Five percent) of the value of work completed as per agreement will be withheld in every part payment. The 5% (five) of bill amount already withheld in the part bills will be released in the final bill and 2.5% (two and half) of the amount towards additional Security will be recovered in the final bill. **Initially ESI, at 4.75%,EPF at 13.61% will be with hold and the same will be released against the proof of evidence..**

The above 2.5% amount towards additional Security deposit recovered in the final bill will be released after completing Six (6) months from the date of completion of work.

Income tax recovery:

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

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ANNEXURE X
SPECIAL CONDITIONS

- 1 Ensuring that adequate manpower is available round the clock to carry out the agreed tasks and to prevent entry of unauthorized persons.
- 2 The contractor should furnish the list of employees, with their names, proposed to be employed by him Unauthorized persons other than reported should not enter in the scheme's premises in the capacity as agent etc., But the substitute of an employee could be permitted with specific orders.
- 3 No employee of the contractor shall stake claim for employment in TWAD Board at any point of time because of having worked as labourer in this CWSS.The contractor shall get an undertaking from his employee to this effect and furnish it to the Executive Engineer
- 4 The contractor should employ only skilled and qualified persons to ensure proper operation and maintenance of the CWSS
- 5 Any problem in the motor and pumps, electrical main boards and fixtures, leaks and burst if any occurred in the pipe line, leaks and repairs in valves and any other damages caused to the water supply system should be brought to the notice of the Asst. Engr./ Asst. Exe. Engr., immediately and initiate action for the restoration of water supply. Necessary entry should be made in the register.
- 6 Log sheet of pumping should be sent to the Asst Executive Engineer/ TWAD Bd. on the 26th day of every month (from 26th of the previous month to 25th of current month) without fail along with bill claims.
- 7 Any alternation/additions if needed to the existing arrangements, both in electrical and mechanical installations should be attended only after proper approval from the Executive Engineer.
- 8 Any public representatives (Panchayat President, Union Chairman, District Chairman, M.L.A , M.P or any other socially responsible approaches in connection with water supply problems they should be treated courteously and proper reply should be given.

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- 9 No advance payment will be made.
- 10 Employment of child labour is forbidden
- 11 If the employees sustain any injury while on duty due to accidents, no compensation will be paid by the TWAD Board.
- 12 The contractors shall be fully responsible for operating and maintaining the scheme in a safe & secure manner.
- 13 The consumables required for this scheme will be supplied by the Department every month free of cost and acknowledgement to be given to TWAD Board Officers by the Contractor.
- 14 In respect of leaks in PSC/AC/CI and PVC pipes earth work excavation will be carried out departmentally. The Contractor has to extend all the required co-operation for the leak rectification works.
- 15 The contractor should ensure designed quantity of supply to all the beneficiaries. Contractor should maintain register showing the quantity of water delivered to each panchayat, duly signed by a responsible person of the local body concerned.
- 16 Subletting of contract:

Transfer of the contract is not permissible on any ground. However, the supplier/ 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 its/ his responsibilities and obligations under this contract.

- 17 Recovery of money payable to the TWAD Board:

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

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contractor under any contract or otherwise howsoever and in case such money then due or to become due to the contractor by the Board shall be insufficient to pay such losses, costs, damages, and other money payable to the 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 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.

18. As per provision of the Contract Labour (Regulation and Abolition) Act 1970, (hereinafter referred to as the said act) Section 7 provides that the principal employer employing 20 or more contract labour as well as any contractor employing 20 or more workman shall mandatorily register themselves as principal employer and the contractor shall secure a licence under the said Act.

19. The **Executive Engineer** concerned or any other official who is in charge of maintenance of Water Supply Schemes, as the case may be, be directed to ensure that both the Board and the contractor are registered under the Act aforesaid.

20. The agreement between the parties shall be for a period of 3 years, provided the contractor has in his possession a valid licence under the Contract Labour (Regulation and Abolition) Act.

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21. If the contractor does not have a valid licence under the Act as aforesaid, then the agreement between the parties shall be terminated by the Board without any intimation or notice.

22. At the time of signing of the agreement between the parties, the contractor shall possess a valid licence under the Provisions of the Contract Labour (Regulation and Abolition) Act 1970 giving details of the work for which the contract labour is allowed to be supplied, details of the period of licence and the number of labours allowed to be supplied by the contractor.

23. If, at the time of signing of the agreement, the contractor is unable to produce a valid licence under the Contract Labour Act as aforesaid, he shall be deemed to be not eligible for the award of the contract and the contract shall be awarded to the next eligible tenderer.

24. It is expressly understood between the parties that the labour supplied by the contractor are the workman of the contractor and the Board has neither any privity of contract nor any employer-employee relation with them.

25. The contractor shall obey all the provisions of various laws including Labour Laws as applicable to them. If the Board suffer any consequences of whatsoever nature, monetary or otherwise, as a result of direct or indirect action or inaction of the contractor in failing to comply with or not properly complying with any law, rules, regulations, notifications, instructions, circulars, G.Os, Board Proceedings, etc. issued by the Government or Board or any other authority as applicable to them as mandated by the law or otherwise, the said laws shall be computed in terms of money and recovered from the contractor.

26. The contractor shall pay statutory minimum wages to the workmen deployed to the Board.

27. The Principle Employer and the contractor will follow all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Tamilnadu Contract Labour (Regulation and Abolition) Rules 1975.

Contractor

sd/-
Chief Engineer, TWAD, Madurai

ANNEXURE XI**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT****FACILITIES – CLAUSE 7.1.7**

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely, is awarded to the above firm, we shall be able to provide over draft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Contractor

sd/-
Chief Engineer, TWAD, Madurai

ANNEXURE XII

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

**The Executive Engineer, TWAD BOARD, Project Division, (Ramanad CWSS)
Paramakudi.**

----- (Name of Employer)

----- (Address of Employer)

WHEREAS ----- (name and address of contractor)
(hereinafter called " the contractor" has undertaken, in pursuance of contract No. ----
----- Dated ----- to
execute ----- (name of contract and brief description
of works) hereinafter called " the contract"

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

AND WHEREAS the contractor has requested us to give the Bank Guarantee

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, upto a total of ----- (amount of Guarantee) ----- (amount in words such sum being payable in the types and proportion of currencies in which the contract price is payable, and we undertake to pay you unconditionally and irrevocably upon your first written demand and without cavil or argument, any sum or Sums within the limit of ----- (amount of Guarantee) as aforesaid without you needing to prove or to show grounds or reasons for your

Contractor

sd/-
Chief Engineer, TWAD, Madurai

demand for the sum specified therein.

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

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

The Bank Guarantee is drawn at _____branch of _____ -
 _____bank in _____Town in Tamil Nadu only.

This guarantee shall be valid until 28 days from the date of expiry of the defects liability
 period. '

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank _____

Address _____

Date _____

Contractor

sd/-
 Chief Engineer, TWAD, Madurai

LIST OF CERTIFICATE

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 authorized person attested by the Notary Public	2.4
4.	Copy of the Registered 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	7.1.4
7.	Credit line Certificate from Financial Institutions	7.1.7
8.	Income Tax latest assessment order	7.1.10
9.	Sales Tax Verification Certificate	7.1.11

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Chief Engineer, TWAD, Madurai

Annexure – (i)
Annual Turnover

Each Bidder must fill in this form

Annual Turnover Data in the Last Three Financial years.		
Sl.No.	Year	Amount Currency
1	2009-2010	
2	2010-2011	
3	2011-2012	

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

Seal

.....
.....

(Signature of the Bidder)

Contractor

sd/-
Chief Engineer, TWAD, Madurai

ANNEXURE (iii)**COMMITMENT OF WORKS ON HAND DURING THE NEXT THREE YEARS**

Sl. No.	Contract No. and Name of the Project	Description of work	Name of the Employer with full address	Value of the contract (Rs. In Lakhs)	Date of issue of work order and stipulated period of completion	Value of works remaining to be completed (Rs. In Lakhs)	Anticipated date of Completion

Contractor

sd/-
Chief Engineer, TWAD, Madurai

ANNEXURE (iv)**WORKS FOR WHICH BID ALREADY SUBMITTED**

Sl. No.	Contract No. and Name of the Project	Description of work	Name of the Employer with full address	Anticipated Value of the contract (Rs. In Lakhs)	Stipulated period of completion	Date when decision expected	Remarks
1	2	3	4	5	6	7	8

Seal of the firm

Signature of the Bidder with Date

Contractor

sd/-
Chief Engineer, TWAD, Madurai

ANNEXURE- (viii)**DETAILS OF LITIGATION**

Sl. No.	Name of the Govt. department private Organisation (other party)	Cause of the Litigation	Amount involved (Rs. In lakhs)	Award for (or) against Bidder	Remarks / Present stage
1	2	3	4	5	6

Seal of the firm

Signature of the Bidder with Date

Contractor

sd/-
Chief Engineer, TWAD, Madurai

ANNEXURE- (ix)

Declaration by the Bidder:

It is to certify that our firm

.....

.....has **not** been black listed / banned / debarred by any Central/
State / UT Government Department or Undertaking / Organization.

Seal

.....
.....

(Signature of the Bidder)

Contractor

sd/-
Chief Engineer, TWAD, Madurai

LETTER OF NEGOTIATION

In pursuance of negotiation with the Chief Engineer, Madurai

I / we agree to reduce the rates for the items in the Schedule – “A” as follows.

Sl. No.	Item No. to the Schedule – “A”	Reduced rate / unit

Contractor

sd/-
Chief Engineer, TWAD, Madurai

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD

Forwarding Slip to The Lump sum Agreement No.

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

Contractor

sd/-
Chief Engineer, TWAD, Madurai

10. Are the rates in Agreement within the estimate rates or schedule of rates whichever is less and the Lump sum provision sufficient or likely to be exceeded. :

II. Additional Information

A. Original Agreement

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

B. Supplemental Agreement

1. Whether the approval of the competent authority has been obtained for the rates as required as per B.P.Ms.No.27/CMW/ dated 5.2.2002 :
2. If entrusted without tenders whether sanction is necessary with reference to total value of work covered by the supplemental agreement so far accepted. :

Contractor

sd/-
Chief Engineer, TWAD, Madurai

TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD

Form of Agreement (Lumpsum)

Articles of Agreement made this -----
----- Day of -----
----- between Thiru / Ms.-----

hereinafter referred to as the contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives of the one part and the Tamil Nadu Water Supply and Drainage Board a body corporate constituted under Section IV of Tamil Nadu Water Supply and Drainage Board Act 1970 (IV of 1971) having its head office at 31, Kamarajar Salai, Chepauk, Chennai-5 (hereinafter called the Board) which expression shall where the context so admits include its successors in office and assigns) of the other part. Whereas the contractor delivered to the Board the bid which was opened on -----

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

In the State of Tamil Nadu in India, and provide the works, materials matters and things described or mentioned in these presents at the prices set forth in the schedule annexed to such bid and the board accepted such tender in pursuance Where of the parties hereto have entered into this contract.

And whereas the contractor In accordance with the terms of the said Bid has deposited in the Office of the **Executive Engineer, TWAD Bard, Project Division, (Ramanad CWSS) Paramakudi** as performance security for the due and

Contractor

sd/-
Chief Engineer, TWAD, Madurai

faithful performance by the successful bidder of this contract, the sum of Rs.-----
 ----- (Rupees-----)

And whereas the contractor fully understands that on receipt of communication of acceptance of bid from the accepting authority, there emerges a valid contract between the contractor and the Board represented by the Officer accepting the agreement and the bid documents, i.e. invitation for bids, letter of application, bill of quantities and other schedules! general conditions of the contract, technical specifications of the bid, negotiation letter, communications of acceptance of bid shall constitute the contract for this purpose and be the foundation of rights of both the parties; as defined in "Bid Documents". Now hereby agreed that in consideration of price per Kilo offered by the contractor and accepted by the Board

- a) The term contract include these presents and the invitation for bid, bid documents, bill of quantities and other schedules, general conditions and specifications hereto annexed and the plans drawings herein and hereafter referred to.
- b) In the contract whenever, there is as discretion or exercise of will, by the Board during the progress of the work, the mode or manner of the exercise of discretion shall not be a matter for dispute.
- c) In case any question; difference or dispute shall arise on matters other than clauses (a) and (b) above and except any of the "excluded matters" mentioned in bid documents touching the construction of any clause herein contained on the rights; duties and liabilities of the parties hereto or any other way touching or arising out of these presents, the same shall

Settlement of dispute

Dispute Redressal Committee

In order to ensure a dispute Redressal mechanism, a Committee headed by the Managing Director, Joint Managing Director and consisting of Engineering Director, TWAD Board and Engineering Director, CMWSS Board as Member, will comprise the " Dispute Redressal Committee" for each package in order to resolve any disputes between the Employer / Engineer - incharge concerned and the contractor

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

Contractor

sd/-
 Chief Engineer, TWAD, Madurai

ii) Provided always the contractor shall not except with the consent in writing of the Engineer in any way, delay carrying out works in any such matter, question or dispute being referred to court but shall proceed with the works with all the diligence and shall until the decision of the Employer and no award of Competent Civil Court shall relieve the contractor of his obligations to adhere strictly to the instructions of the Engineer with regard to the actual carrying out of the works.

g) Time shall be considered as essence of the contract and the contractor hereby agree to commence the work immediately after taking over of site or signing the agreement whichever happens earlier, complete the work within _____ months and to show progress at the stipulated milestone.

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

In the presence of
Signature of Contractor
Name and Seal.

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

Signed, Name and
Designation of Witness

CHIEF ENGINEER
TWAD BOARD

Contractor

sd/-
Chief Engineer, TWAD, Madurai

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [*name of Bidder*] (hereinafter called "the Bidder") has submitted his Bid dated _____ [*date*] for the construction of _____ [*name of Contract*] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [*name of bank*] of _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [*name of Employer*] (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____
2013 .

THE CONDITIONS of this obligation are:

- 1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- or
- 2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 28.2;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

Contractor

sd/-
Chief Engineer, TWAD, Madurai

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK

WITNESS _____ SEAL _____

[signature, name, and address]

- 1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- 2 45 days after the end of the validity period of the Bid.

Contractor

sd/-
Chief Engineer, TWAD, Madurai