TWAD BOARD

O/o the Chief Engineer, No.37, Ist floor, Easwari Nagar, M.C.Road, Thanjavur-613 004 Phone No.04362-240063, Fax No.04362-246287/ E.Mail: ceertnj@gmail.com

From

Er. P.Ramachandran, B.E., Chief Engineer,(i/c)

To M/s.PSK Engineering Construction & Co Naducombai Post.

Kalappanaickenpatty(Via), Sendamangalam(TK),...

Namakkal dt

Letter No. 3642 /F.CWSS to 138 /SDO/2019/Dt.04-10-2019.

Gentlemen,

Providing Combined Water Supply Scheme to 138 Rural Sub: Habitations in Thottiyam Union of Trichy District - Construction of Collector Well cum Pump house, Foot bridge in river Cauvery and Control room, Pumping main, Feeder Main, Construction of Sump, Pump room and Compound Wall, Construction of Service Reservoir, Distribution System, Supply delivery and erection of Pump sets and trial run period of 6 months including paid maintenance for one year (Period of completion 18 months)- Tender approved -Work Order issued -Regarding.

Ref:

- 1. This office I.F.B. 07 / F. 138 CWSS /2018/ SDO1/dt.21.02.2019 (II Call).
- Technical Bid opened on 27.03.2019
- Price Bid opened on 14.06.2019.
- Your Negotiation letters dated. 03.07.2019, 15.07.2019. 30.08.2019,10.09.2019 &16.09.2019 at Head Office, Chennai.
- 5.B.P.Ms.No.78/ (COM Wing)/dt. 03.10.2019
- Managing Director, TWAD, Chennai Lr.No.F.11460/SDO-IV/2019 / dt.03-10-2019

For and on behalf of TWAD Board your tender for the above work is approved for a negotiated value of Rs. 29,13,15,242/- (Rupees Twenty nine Crores thirteen lakhs fifteen thousand and two hundred and forty two only) at (+) 5.72% excess over the

Departmental value of Rs.27,55,46,322/- with GST at 12% and Rs.26,01,02,895/(Rupees Twenty six crores one lakhs two thousand eight hundred ninety five only) at (+) 5.72% excess over the Departmental value of Rs.24,60,23,502/- without GST based on the TWAD Board Schedule of rates for the year 2018-2019 is hereby accepted by TWAD Board subject to the following terms and conditions:

- 1) The prices accepted are firm for finished work at site throughout the currency of the contract. However, the price adjustment clause will be applicable as per clause 49 under V- Payment and recoveries of Bid document and will be calculated as per clause 49.2 accordingly.
- 2) You are having responsibility for completion of the specified work with the quoted price to the entire satisfaction of the departmental officers including One year paid maintenance period. You should remit Rs. 58,26,500/- (Rupees Fifty eight lakhs twenty six thousand and five hundred only) towards performance security in any one of the following forms within 15 days from the date of the letter of acceptance as per clause 34 of Bid Document (chapter "Award of contract")
- a) NSC/Post Office Savings Deposit account purchased within the State of Tamil Nadu/and pledged in favour of the Executive Engineer/TWAD Board /Urban Division/Trichy.
- b) Unconditional and irrevocable bank guarantee valid up to 30.11.2023 issued by any one of the Nationalized /Scheduled Banks within Tamil Nadu.
- 3) You have quoted abnormal excess percentage ie. Above 25% excess over the Departmental rates for most of the items. Hence you are requested to ensure that during execution, under these items, the Bill of Quantities shall not be exceeded.
- 4) You have also quoted below (-) 10.00% less than the departmental rates for certain items. Hence you are requested to ensure that these items shall not be omitted during execution.
- 5) Along with the Performance Security, you should deliver a non-judicial stamp paper for Rs.100.00 (Rupees One hundred only) at your cost for executing the agreement for the above work.
- 6) You may execute an indemnity bond in lieu of the recovery of 40% in each bill in the prescribed form in a non-judicial stamp paper for a value of Rs. 100.00 (one Hundred only)

at your cost towards water tightness and structural stability of the Reservoir / Water retaining Structure.

- 7) You should employ the Technical Staff (viz) **Project Manager, B.E.(Civil)** or equivalent with 15 years experience, **Deputy Project Manager, B.E.(Civil)** or equivalent with 10 years experience and **Resident Engineer, B.E.(Civil)**/ Mechanical/Electrical or equivalent with 5 years experience as per Clause-10 "Supervision" of "General conditions of Contract". Failing which, penalty will be imposed at the rate specified in the above clause. The Original/Certified copy of Certificate of Technical Qualification along with the consent of the Technical Staff to work for this scheme should be furnished. The original certificate thus produced will be returned to you, after verification.
- 8) You are requested to contact the Executive Engineer/TWAD Board/ Urban Division/ Trichy for commencing the work and to produce the programme schedule showing the general methods, arrangements, order and timings for all the activities in this work within 7 days from the date of signing the agreement, to the above Executive Engineer for approval.
- 9) Bid Security of Rs.20,73,000/- (Rupees Twenty lakks seventy three thousand only) remitted along with your tender will be refunded to you after receipt of the aforesaid performance security and furnishing of advanced stamped receipt to the Executive Engineer/TWAD Board/ Urban Division/ Trichy.
- 10) You must start the work within twenty eight days from the date of issue of work order and complete the entire project in all respects within Eighteen (18) months for construction work and six months for trial run after successful commissioning and paid maintenance of the scheme for a period of one year for proof of guarantee performance as per clause 49 of bid document.
- 11) You are requested to furnish your contractor registration in TWAD Board before concluding the agreement to this office.
- 12) All terms, conditions and specifications furnished in your tender opened on 27.3.2019 for the above work and connected correspondences will form part of the agreement for the above work.
- 13) You are requested to furnish the latest Income tax certificate, GST Verification. Certificate as proof of having remitted the tax before concluding the agreement and furnish the copy of the same to this office.

14) You are requested to sign the duplicate copy of the work order enclosed herewith and send the same to this office as a token of your acceptance.

The receipt of this letter may be acknowledged.

Encl: Duplicate copy of work order

Sd/-P.Ramachandran,04-10-2019 Chief Engineer (i/c) TWAD Board, Thanjavur

Copy submitted to the Managing Director, TWAD Board, Chennal for favour of kind information.

Copy submitted to the Engineering Director, TWAD Board, Chennai for favour of kind information.

Copy to the Joint Chief Engineer, TWAD Board (COM Wing) Chennal for information.

Copy with copy of Managing Director, TWAD, Chennal Lr.No. F.11460/ SDO-IV/ 2019/dt. 03.10.2019 along with B.P.M.S.No.78/Com wing/ dt. 03.10.2019 to the Superintending Engineer, TWAD Board, Trichy -Pudukkottal circle, Trichy for information and necessary action

Copy with copy of Managing Director, TWAD, Chennai Lr.No. F.11460/ SDO-IV/ 2019/dt. 03.10.2019 along with B.P.M.S.No.78/Com wing/ dt. 03.10.2019 to the Executive Engineer, TWAD Board, Urban Division, Trichy for information and necessary action.

- The bidder has quoted abnormal excess percentage (ie., more than 25%) over and above the Departmental rates for many items. The Executive Engineer is requested to ensure that these items are executed by the contractor without any Extras and the above abnormal excess should not be adopted for supplemental proposals.
- The bidder has also quoted abnormal less percentage (ie., below 10%) less than the Departmental rates for certain items. The Executive Engineer is requested to ensure that these items are executed by the contractor without any omission.
- Before commencement of the work, the Executive Engineer should be ensured that:
 - a. The land required for all components taken possession without giving room for delay in commencement of work.
 - Sufficient Technical staff is employed by the Contractor as per norms prescribed during execution of work.

- c. The technical remarks pointed out in the sanctioned estimate are adhered to during execution of work.
- All the components sanctioned in the estimate are covered in this tender without any omission.
- The foundation proposed for the construction of all the components is structurally safe with respect to the SBC of the soil of the respective sites before commencement of work.
- Necessary funds are made available for completing the scheme within the time prescribed.
- 4. As per BP Ms. No. 52/Dt.06-03-1991 and MD's ir No. 3545/CMW/Misc/99, dt.10.01.2000, faulty design, wrong adoption of rates, discrepancy in soil classification etc., shall be sole responsibility of the officials who have conducted the Investigation of works, preparation of the estimates and sanctioned authority only. The Executive Engineer is responsible for the following:
 - a. The correctness and completeness of the specification.
 - b. The proper procedure being followed in inviting opening scrutiny and evaluation of tenders and verification of vendor rating etc..
 - c. The correctness and completeness of his recommendations.
 - d. The various clauses in the specification which should be in conformity with the technical requirement and requirement of economy.
 - e. The verification of reproduction of quantities and rates from the sanctioned estimate to the tender schedule and arithmetical checks.

Chief Engineer(i/c) TWAD Board, Thanjavur

04/10/2019