



CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD

MATERIALS DEPARTMENT

TENDER NO: MAT/OT/000/.....
Due date for submission, 3.00pm
Due date for opening, 3.30pm

(PAGE NOS. 1 - 27)

TENDER DOCUMENT

PURCHASE MANAGER
Chennai Metropolitan Water
Supply & Sewerage Board
4th Floor, No.1 Pumping Station Road,
Chindatripet , Chennai 600 002.

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CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD
NOTICE INVITING TENDER THROUGH e-TENDER

e-Tender is invited from the eligible tenderers for the following works as per the procedure of CMWSSB under single cover system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.

Sl. No	Name of work and Tender No.	EMD amount in Rs	Availability of Tender Schedule	e-Bid Submission closing Date	e-Bid Opening Date
1 Tender No: MAT/OT/000/.....	Rs.....	From to upto 3.00 P.M. up to 3.00 P.M. at 3.30 P.M.
2	EMD by online transfer only through NIC Portal. The tenderer shall submit scanned copy of online transaction statement towards EMD as part of Tender document.				
3	Availability of tender documents and e-bid submission is permitted through tender portal / website: www.tntenders.gov.in For all other details refer tender schedule in the website from				

PURCHASE MANAGER

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ADDITIONAL DETAILS ON AVAILABILITY OF TENDER SCHEDULE:

- a. Tender document is available in portal <https://tntenders.gov.in> and the tenderer must submit the tender through online at <https://tntenders.gov.in> by **e-submission only**.
- b. Due date for submission – upto 3.00 PM
- c. Date for Opening – at 3.30 PM

Address (For the purpose of information and opening of bids through **ONLINE MODE**):

**PURCHASE MANAGER,
MATERIALS DEPARTMENT,
CMWSSB, 4th Floor,
No.1 Pumping Station Road,
Chindatripet,
Chennai – 600 002.
E-Mail: pmcmwssb@gmail.com**

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CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD

MATERIALS DEPARTMENT :: PURCHASE DIVISION

TENDER NO. MAT/OT/000/....., Due date for submission upto 3.00 P.M.

PART A :

GENERAL INSTRUCTIONS TO THE TENDERERS

1. Tender for “.....” will be received by the Purchase Manager (Materials) through **online tender** on behalf of the Managing Director, Chennai Metropolitan Water Supply and Sewerage Board, at 4th Floor, No.1 Pumping Station Road, Chindatripet, Chennai 600 002 upto 3.00 P.M. on
2. The Purchase Manager (Materials) will open the e-tenders received in online in the presence of such of the tenderers as may attend on at 3.30 P.M. in the above stated venue.
3. The tender documents are available in the web site **www.tntenders.gov.in** for **e-bid submission. No hard copies of tender document will be received manually.**
4. The tenderers should upload the signed Letter of the Tenderer and also quote the rates at which they can supply the materials referred to through Excel sheet, as per the tender conditions provided in Website.
5. All credentials including the Notarized copies of performance certificates and enclosures for the tenders should be identified as the documents and scanned copies should be submitted online by the tenderer over their signature with office seal. **Any document / credential submitted without signature of authorized persons will not be considered for evaluation.**
6. Tenders with condition will not be considered.
7. The offer of the tenderer should be valid for a minimum of 90 days from the date of opening of the tender. The tender offer with lesser validity will be rejected.
8. **Tender will be processed under Single cover system** procedure as per TTT Act 1998 and rules 2000.
9. The uploaded tender document should contain the following:
 - i. EMD amount for **Rs...../-** shall be paid **via online only through NIC portal. The EMD in the form of DD/BG/any other physical format shall not be accepted.**
 - ii. **Online tenders received without EMD shall be summarily rejected.**
 - iii. Tender document shall be digitally signed using DSC token – Class 3
 - iv. Relevant documents with the eligibility & qualification information as required in the tender conditions.
 - iii. **No alteration whatever may be made in the text of the tender document downloaded from CMWSSB Official website is allowed.**
10. Telegraphic / Fax offers will not be accepted under any circumstances.
11. If the due date fixed is declared as a holiday by the Government of Tamil Nadu, the tenders will be opened at the same time and venue on the next working day.

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12. It is the responsibility of the tenderer to take into account all the addendum or corrigendum uploaded in the tender portal.
13. Tender received through e- Bid will be opened in the presence of tenderers' representatives who choose to attend the opening in the tender opening room at the above address at **3.30 PM** office time on
14. The tenderers or their representative (i.e. For each firm, only one person will be permitted to attend tender opening) are to be present at the time of opening of tenders (**representatives without authorization letter from the tenderer will not be permitted to participate in the opening of the tender**). The tender receiving officer will open each tender, prepare minutes of tender opening which shall be signed by both the tenderer and the tender receiving officer. If the tenderer or any authorized representative of the tenderer is not present at the time of opening, then tender receiving officer alone shall sign the minutes so prepared.

PART B :

DOCUMENTS TO BE UPLOADED

15. The following documents are need to be uploaded.

Sl.No	Enclosures	Prescribed format to be submitted in the tender document
1	EMD	EMD for Rs..... to be paid via online through NIC Portal. The EMD in the form of DD/BG/any other physical format shall not be accepted. The Tenderer shall submit scanned copy of online transaction statement towards EMD as part of Tender Schedule
2.a	Exemption from payment of EMD.	Tenderers exempted from payment of EMD (as per clause 16) should upload duly attested Photostat copies of their Registration Certificate showing the subject for which they are permitted to serve and the period of validity of the certificate as proof of eligibility for exemption from payment of EMD.
b.		Those tenderers who are exempted from payment of E.M.D, shall upload in lieu of EMD an under taking in a non-judicial e-stamp paper of value not less than Rs.100/- (Rupees Hundred only) in the prescribed format as per Appendix-B enclosed to the effect to pay penalty an amount equivalent to EMD in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract consequent to such breach of contract. Tenders received without scanned copies of proof for exemption of EMD and undertaking in non-judicial e-stamp paper of value not less than rs.100/- will be rejected. the undertaking in a non-judicial e-stamp paper of value not less

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Sl.No	Enclosures	Prescribed format to be submitted in the tender document
		than rs.100/- should be uploaded (format enclosed in Appendix -B).
3	Letter of the tender	Tenderers are requested to upload the digitally signed tender schedule along with letter of tender using DSC token class-3 while submitting the tender
4	Tender document	Necessary power of attorney in stamp paper should be furnished along with the tender document if the signing authority is not the proprietor of the firm. Without authorized signatory, the tender submitted will be treated as "non responsive"
5	Eligibility & qualification	To be enclosed as detailed in PART-C

* Alteration whatever may be made in the text of the tender document when downloaded from website is not allowed.

**The tenderer should furnish the undertaking that in the event of nonfulfillment or nonobservance of any of the conditions stipulated in the contract, the SSI Unit shall pay as penalty an amount equivalent to EMD consequent on breach of contract.

16. EXEMPTION OF EMD

The following categories of industries are exempted from payment of Earnest Money Deposit.

- i. The Small Scale Industrial units located within the state and Registered with the Tamil Nadu Small Industries Development Corporation
- ii. The Small Scale Industrial units located within the State and Registered with National Small Industries Corporation (NSIC)
- iii. The SSI units holding Permanent Registration certificate from the District Industries Centres of Directorate of Industries and Commerce in respect of those items for which the registration Certificate has been obtained.
- iv. Undertakings and Corporations owned by Government of Tamil Nadu.
- v. Small Scale Industrial units located outside the State but registered with National Small Industries Corporation (NSIC) in respect of the items manufactured by them.
- vi. The Udyog Aadhar Registration Certificate issued by MSME Government of India with proof of required production capacity.

Note:

This may clearly be noted that the permanent SSI or NSIC certificates should be in respect offor which tender has been called for and should have required capacity, otherwise tenders will be left out of consideration. Tenders submitted contrary to the above instructions shall be rejected.

Tenderers seeking exemption from payment of EMD, as per existing Government Orders, and choosing e-submission option shall access the relevant option available in the e-submission format and submit scanned copy of related documents. Also, those tenderers who

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are claiming EMD exemption should submit without fail the scanned copy of an **undertaking (as per Appendix-B in the tender document) in non-judicial e-stamp paper of value not less than Rs.100/-**.

PART C :
QUALIFICATION CRITERIA

17. To qualify for award of the contract, each tenderer should satisfy the following technical qualification criteria and necessary documents should be uploaded.

Sl. No.	Description
1.	The tenderer may be either Manufacturer or Distributor or Both who is capable of supplying
2.	The Manufacturer must be in India with a valid manufacturing capacity certificate issued by any of the Govt. organizations for a minimum production capacity
3.	A tenderer that in currently blacklisted will be in eligible & the tenderer should not have any history of blacklisting by any Govt.Organisation for the past 5 years. A self declaration to this effect in the form of affidavit in Rs.100/- e-stamp paper duly notarized to be uploaded format as per Appendix(A) enclosed .
4.	If the tenderer is a Dealer/Distributor, an Authorization letter from the Manufacturer intending to supply should be furnished otherwise their Bid will be summarily "REJECTED".

Note:

- a. Each manufacturer /dealer /distributor can participate in one tender only
- b. All certificates / documentary evidence are to be notarized, scanned and uploaded.
- c. The above list of documents relating to qualification criteria in the tender document has to be mandatorily submitted otherwise the tender will not be considered for evaluation.

18. All document pertaining to part B & C should be uploaded otherwise the tender submitted will be rejected

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PART D :
TERMS AND CONDITIONS OF CONTRACT

19. TENDER EVALUATION

i) COMMERCIAL EVALUATION

- a. The evaluation will be done as per the Tamil Nadu Transparency in Tender Act 1998 & Tamil Nadu Transparency in Tenders Rules,2000.
- b. The quoted rates should be only on unit basis.
- c. The quoted price shall be corrected for arithmetical errors. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- d. The rates should be inclusive of cost involved in delivery of the materials to the locations of the Board or at any other site within the Metropolitan Area of the City of Chennai as required by the Board.
- e. If the rate covered under GeM rates, it is requested to furnish the copy of the documents regarding the rate contract and registration number.
- f. Within the contract period of tender no change in price by the tenderer suo moto will be permitted after the opening of tenders. If any tenderer as his own change the price quoted by him in his tender after opening of tender, the concerned tender would become liable for rejection. with forfeiture of EMD.
- g. The GST registered tenderer will alone should participate in the tender. In case GST rates are extra the Tax component should be furnished separately.

ii) TECHNICAL EVALUATION

- a. The post check for qualification criteria are verified towards the responsiveness of the 'L1' tenderer. If 'L1' tenderer satisfies the technical qualification criteria as stipulated above in Sl.no.(17), then factories of L1 tenderer will be inspected by the nominated officials of CMWSS Board to assess the Production capacity (**minimum Production Capacity of**) and third party inspection will be conducted by Board officials or third party agency .
- b. If lowest rate quoted tenderer (L1) does not satisfy the qualification criteria then L2 tenderer will be considered for evaluation as detailed above and so on.
- c. The price quoted by the tenderer will be checked for its correctness along with arithmetic errors with which the lowest tenderer will be assessed.
- d. No alteration whatever may be **made in the text of the tender or schedule downloaded** Form from CMWSSB Official website will be permitted.
- e. The tenderer, after submitting his tender, should not represent or state that he has erroneously made any statements in the tender conditions or in the price offered.
- f. The CMWSS Board does not bind itself to accept the lowest or any tender and will not assign any reason for its action in this respect.

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- g. The CMWSS Board reserves the right to subdivide the contract between two or more tenderers.

20. NEGOTIATION

- a. If the price of the lowest tender is higher with reference to the prevailing market rate or the schedule of rates, the lowest tenderer will be called for negotiation for reduction of price.
- b. Only the proprietor or authorized representative of the firm should personally attend such negotiation as commitments made and / or clarification given during negotiations will be binding on the tenderer. He should submit necessary authorization for the same.
- c. In case, where two or more tenderers quoted the same price, the Tender Accepting Authority may ask the tenderes to be submit the revised quote for finalization of tender.

After negotiation the purchase order will be placed to successful tenderer on approval of competent authority.

- 21. As per clause 31(4) of Tamil Nadu Transparency in Tenders Rules, 2000, if the commodity to be purchased is **so vital in nature** and the failure in supply would affect the public interest and that it is necessary to have more than one supplier, the Authority may place orders on the tenderer quoting the lowest evaluated price for not less than 60% of the quantity covered in the tender at the price quoted by him and place orders for the remaining quantity on the tenderers quoting the next lowest evaluated prices at the lowest evaluated price.
- 22. The rates should be inclusive of cost involved in delivery of the materials at the store of the Board or at any other site within the Metropolitan Area of the City of Chennai as required by the Board. In case of any statutory variation in duties/taxes, which takes effect from a date subsequent to the due date for receipt of tender, such difference shall be borne by the CMWSS Board.

23. SECURITY DEPOSIT

- a. On receipt of the purchase order, the successful tenderer should pay a Security Deposit at the rate as detailed in 23.e, within 14 days of receipt of Purchase order. Security Deposit shall be remitted in the form of Demand Draft/Bankers Cheque obtained from any schedule Bank for the same value payable at Chennai, favouring the MANAGING DIRECTOR, CMWSS Board (or) Small Savings Scripts and pledged in the name of "Managing Director C.M.W.S.S. Board". The above scripts should have validity till the expiry of ARC period or one time procurement for the last material supplied.
- b. The successful tenderer will execute the contract in a special adhesive stamp to the value of Rs.100/- at the cost of the tenderer within 14 days from the date of receipt of the purchase order.
- c. The Security Deposit remitted by the successful tenderer shall not bear any interest.
- d. The successful tenderer should execute an agreement within the period of 14 days from the date of issue of purchase order, failing which the EMD is liable for forfeiture.

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

1. for tenders with any plus percentage and upto (-)5% over departmental value : 2% of the contract value
2. for tenders between (-)5% to (-)15% over departmental value : 4% of the contract value
3. for tenders, above (-)15% over departmental value : 5% of the contract value

It is open to the competent authority to insist on an additional security deposit upto a maximum of 5% of the contract value, if the tender of the successful tenderer is seriously unbalanced in relation to Board's estimate of the cost of work to be performed.

24. EXECUTION OF AGREEMENT

- a. The successful tenderer will execute the contract in a special adhesive stamp to the value of Rs.100/- at the cost of the tenderer within 14 days from the date of receipt of the purchase order.
- b. The agreement should be mandatorily executed in person at the CMWSSB office by the authorized signatory only.

25. REFUND OF EMD

- a. The EMD of Rs..... of each unsuccessful tenderer will be returned to him as soon as possible after the final disposal of the tenders.
- b. The EMD of Rs..... of the successful tenderer will be returned to him after he has deposited the required Security Deposit and executed the Agreement.

26. FORFEITURE OF EMD

The EMD may be forfeited

- a. If the tenderer withdraws the tender after opening of tender during the period of tender validity.
- b. If the successful tenderer fails to either furnish the security deposit or to execute the contract within the specified time, the EMD of Rs..... shall be forfeited and be further liable to the consequences set out in the Letter of the tenderer.

27. All the items supplied by the tenderer under this contract shall be subject to the inspection acceptance or rejection of the User wing, CMWSSB.

28. Any further information required may be obtained from the Office of the Purchase Manager, Chennai Metropolitan Water Supply and Sewerage Board, at 4th Floor, No.1 Pumping Station Road, Chindatripet, Chennai 600 001.

29. The tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the Clause 30 and the firm has not committed any fraud by furnishing wrong information and the Board has not alleged fraud during the earlier tender.

30. The Board requires that tenderers observe the highest standard of ethics during the evaluation and execution of such contracts. In elucidation of this policy, the Board

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

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- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is:
 - 1) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Employer investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

31. The tenderer who differs from their acceptance of tender terms at any stage of tender process will not only be liable for forfeiture of EMD but also taking action against their firm and claiming damages as directed by CMWSSB.
32. The successful tenderer should be able to commence the supply immediately from the date of communication or acceptance of this tender and complete the supply within the delivery period mentioned in the schedule/ Purchase order.
33. The tenderer is responsible for unloading the materials at their own cost with all safety measures, at Stores.
34. The CMWSS Board does not bind itself to accept the lowest or any tender and will not assign any reason for its action in this respect.
35. The CMWSS Board reserves the right to subdivide the contract between two or more tenderers.
36. All disputes under this contract are subject to the jurisdiction of forums in Chennai city.
37. The Board may cancel the tender without assigning any reasons and without notice to the tenderer.
38. If the Contract is terminated because of a fundamental breach of Contract by the Tenderer, the procurement/work will be completed by the employer at the risk and cost of the tenderer.

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PART - E
SPECIAL INSTRUCTIONS TO TENDERERS FOR e-BID SUBMISSION

The above Notice Inviting Tender is available in the web site www.tntenders.gov.in. This site permits downloading of the tender documents at free of cost. The intending tenderers may visit this site and download the tender document at free of cost and use it for online tender submission.

The tenderer should upload their tender on the web site using the e-token.

The Digital Signature Certificate/ e- token may be obtained from one of the authorised Digital Certifying Authorities such as SIFY / SCS (TCS) / nCode, at the risk and cost of the tenderer.

The tenderers participating are required to follow the below instructions while submitting their bids.

- 1.1. Tenderer should do the registration in the tender site <https://tntenders.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY/TCS / nCode at the risk and cost of the tenderer.
- 1.2. Tenderer then login to the site thro' giving user id / password chosen during registration
- 1.3. The e-token that is registered should be used by the tenderer and should not be misused by others.
- 1.4. The tenderers can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.5. After downloading / getting the tender schedules, the tenderer should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 1.7. Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
- 1.8. Bid Security shall be paid through online via NIC portal.
- 1.9. The tenderer reads the terms & conditions and accepts the same to proceed further to submit the bids
- 1.10. The tenderer has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.11. The tenderers are requested to enter the individual rates offered in the boq.xls file considering all aspects inclusive of any taxes. The uploaded boq.xls will not be available for subsequent modification.
- 1.12. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the tenderer and kept as a record of evidence for online submission of bid for the particular tender.

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- 1.13. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the tenderers.
- 1.14. The tenderer shall submit the bid documents only by online mode through the site (<https://tntenders.gov.in>) by Using e –token only. **Bids submitted through any other mode shall not be considered.**
- 1.15. The tendering system will give a successful bid updation message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the tenderers will be digitally signed using the e-token of the tenderer and then submitted.
- 1.16. Tenderer should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission end time. If there is any delay, due to other issues, tenderer only is responsible.
- 1.17. The tenderer should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 1.18. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The tenderers should follow this time during bid submission.
- 1.19. The tenderers are requested to submit the bids through online e tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).
- 1.20. The tenderer should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
- 1.21. Each document to be uploaded thro' online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced thro' zip and the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 1.22. All the data being entered by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.23. The Confidentiality of the bids is maintained since the secured Socket layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.24. After downloading the tender schedules, the Tenderer should go through them carefully and then submit the documents as directed, otherwise, the bid will be rejected.
- 1.25. Tenderers seeking exemption from payment of EMD, as per existing Government Orders, and choosing e-submission option shall access the relevant option available in the e-submission format and submit scanned copy of related documents. Also, those tenderers who are claiming EMD exemption should upload without fail the scanned copy of an undertaking (as per **Annexure A** in the tender document) in non-judicial e-stamp paper of value not less than Rs.100/-. **The undertaking in a non-judicial e-stamp paper of value not less than Rs.100/- should be uploaded.**
- 1.26. The online Bidding super scribed as “ Technical Bid “ contains Scanned copy, Bid Security, Pre Qualification Documents and Tender document furnished by CMWSSB to be submitted in the online bidding. The Tender document furnished by CMWSSB uploaded in the PDF format should not be changed or converted to any other format while submitted in the online bidding

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- 1.27. The online bidding super scribed as "Price Bid "contains Price Bid Documents.
- 1.28. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid and then Bid shall be submitted the Scanned copy in the online bidding.
- 1.29. The tendering system will give an ACKNOWLEDGEMENT Message only after successful uploading of all the required bid documents. The ACKNOWLEDGEMENT is the bid summary. With the Bid No., Date & Time of submission of the bid with all other relevant details. The documents submitted by the tenderers will be digitally signed with the e-token of the tenderer and then submitted.
- 1.30. The ACKNOWLEDGEMENT should be printed and to be kept as a token of the submission of the bid. The ACKNOWLEDGMENT will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.31. The filled up Bid documents shall be submitted online up to the last date of submission. (**Last date and time of submission @3:00PM)** Duly filled in Bid documents shall only be online. The tenderer shall upload the tender documents using digital signature card.
- 1.32. The Tenderers should not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.

For any other queries, the tenderers are asked to contact thro'

Mail: pmcmwssb@gmail.com

Phone no.: Telephone No: 044 28451300, Extn. 272 well in advance

This Department will not be held responsible for any sort of delay or the difficulty faced in the e-bid submission of tenders online by the tenderers.

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PART - F

PRICE SCHEDULE - INSTRUCTIONS

1. Refer BOQ.xls to fill the price schedule.
2. The price shall be read in conjunction with the instruction to the tenderers and qualification criteria.
3. The rates should be inclusive of cost involved in delivery of the men and materials or at any other site within the Metropolitan Area of the City of Chennai as required by the Board. No extra amount on any ground can be claimed.
4. In case of discrepancy between the rates quoted in words and in figures, lower of the two will govern.

SPECIAL CONDITIONS ON ARC CONTRACT :

1. The successful tenderer should be able to commence the supply immediately on ARC contract basis for the year or one year from the date of issue of purchase order as per Board's requirement and complete the supply within the delivery period mentioned in the purchase order. The final approved settled rate mentioned in the Purchase order should be the same till the completion of ARC / One time procurement.
2. Under any circumstances, no changes will be allowed in the approved settled basic price/rate, freight mentioned in the purchase order during the contract period. However, any statutory variations in the taxes and duties due to announcement of Central / State Government shall be considered and such revisions shall be applicable only from the effective date announced by the Central / State Government.
3. Time shall be considered as the essence of this contract on the part of the tenderer and in case the tenderer fail to complete the delivery of any of the materials to be supplied under this contract within the time specified (or) within the time to which the period of completion may have been extended under the powers herein given, or if in the opinion of the or his representative, the tenderer shall not be making delivery at such a rate as will ensure complete delivery within the time given, it shall be lawful for the Managing Director of Chennai Metropolitan Water Supply and Sewerage Board without prejudice to his remedy under this contract to obtain the undelivered materials from any other person or persons and additional expenses so incurred shall be payable by the tenderer.
4. In case of two or more successful (L1) tenderers, the tenderers are requested to submit the revised quote for finalization of tender with least quote.
5. As per the Board's requirement, purchase order as and when required will be issued upto the last day of the annual rate contract period.
6. The C.M.W.S.S. Board reserves the right to increase or decrease the tendered quantity during the rate contract period.
7. The C.M.W.S.S Board reserves the right to extend the contract period after obtaining concurrence from the L1 tenderer without any changes in the settled rate.

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8. The Board further reserves the right to accept the tender in part or parts only.
9. The successful tenderer should fulfill the requirement of the purchase orders placed on them wholly otherwise they will not be allowed to participate in any future tenders for a period of one year besides forfeiture of SD.
10. The payment will be made within 30 days after acceptance of materials at Store.
11. Besides the above conditions, other terms and conditions specified in the tender book will also be applicable during the annual rate contract period.
12. The GST registered tenderer alone should participate in the tender. In case the GST taxes are extra, the tax component should be furnished separately.
13. The rate must be quoted as **Basic price per Unit, Freight Charges & G.S.T and if the rates quoted as whole price (i.e.,) without mentioning as Basic price per Unit, Freight Charges & G.S.T, the rates quoted will be considered as total landing price .**
14. The mode of delivery or any other relevant details are to be specifically mentioned by the tenderers in the tender.
15. The rate quoted is to be for
16. The tenderers are instructed to quote the correct rate of G.S.T as per HSN code failing which the following conditions will apply.
 - a. If the rate of G.S.T is not quoted in the price schedule, then the quoted rate is taken as price inclusive of G.S.T for award of work. If the tenderer becomes the lowest the Board will not entertain any additional claim over and above the approved amount.
 - b. If the rate of G.S.T quoted in the price schedule is less than the applicable G.S.T as per HSN code the quoted G.S.T rate will be taken into consideration for award of work and payment. For any excess claim towards difference in G.S.T than the quoted amount, the Board will not pay the same and the successful tenderer has to bear the same. If the quoted G.S.T amount is in excess than the G.S.T applicable as per HSN code, the applicable G.S.T will be taken into consideration for award of contract and the payment will be made only for the applicable amount G.S.T as per HSN code.
17. No request towards amendment to Purchase order will be entertained during the contract period till the expiry of the contract.

TERMS AND CONDITIONS

- | | | | |
|----|--------------------|---|--|
| 1. | Price | - | Purchase order rate is firm during the annual rate contract period valid up to one year from the date of first Purchase order. |
| 2. | Mode of Dispatch | - | Should furnish to Stores / CMWSSB. |
| 3. | Payment | - | within 30 days after acceptance of materials at stores |
| 4. | Period of Delivery | - | as per board's requirement. |
| 5. | Receiving Stores | - | |

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LETTER OF THE TENDER

This letter to be signed and uploaded along with tender document

To

The Managing Director
Chennai Metropolitan Water Supply and Sewerage Board
CHENNAI-600 002

Sir,

I / We do hereby tender / offer to the Chennai Metropolitan Water Supply and Sewerage Board for the conforming to the technical specifications and to the conditions stated in the annexed contract and specification attached here to.

I / We have understood that the requirement of the Board is noted along with details of the materials to be supplied and have carefully understood the conditions of contract and the specification with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete delivery of the materials at the places mentioned in the specification, within the time limit specified by the Board.

I am / We are quite aware that quality of the materials and time of delivery are the essence of this contract and accordingly, we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, we have to withdraw the offer, we agree that the EMD paid will be forfeited by the Board, without any notice to me / us.

I / We affirm that in any previous tender to the CMWSSB, we have not committed any fraud by furnishing wrong information and the Board had not written to us alleging fraud in our transaction with the Board.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within fourteen days from the date of receipt of the purchase order.

I / We undertake to sign the contract with the Board on the lines of the tender conditions and of the draft contract enclosed in the tender documents.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and sales tax clearance certificate or to execute the Contract within the period of fourteen days as referred to above, the sum of **Rs.....** deposited with the tender shall be forfeited by the CMWSS Board and in addition, the Managing Director, Chennai Metropolitan Water Supply and Sewerage Board, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply the materials herein before mentioned and I /

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We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

- a. In case, there is any defect found in the chemical supplied, we undertake to replace them by a new one.
- b. If the chemical delivered is found to have damage, due to any reason like in the process of transportation, the chemical should be replaced by a new one.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Board to procure

I/We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act, 1988) and

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<u>Name and address of agent</u>	<u>Amount</u>	<u>Purpose of Commission or gratuity</u>
_____	_____	_____
_____	_____	_____

(if none, state "none")

We hereby confirm that this Bid complies with the Bid Validity and Bid Security (EMD) required by the Bidding documents.

We attach herewith our current income tax and GST certificates.

Having fully understood the tender conditions and the above undertaking in this letter, we sign thisDay ofat Chennai.

Yours faithfully,

Authorized Signature :

Name & Title of Signatory:

.....

Name of the Tenderer :

Address :

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To affix special adhesive stamp
For Rs.100/-

AGREEMENT

Agreement made theday oftwo thousand between..... (hereinafter referred to as "SUPPLIER") which terms would include their successor, assigns and legal heirs forming the first part and the Chennai Metropolitan Water Supply and Sewerage Board a statutory body constituted under Act 28 of 1978 having its office having its office at No.1, Pumping Station Road, Chintadripet, Chennai-2, (hereinafter called the "Purchaser") which term would include their successor and assigns forming the second part, witnesseth as under.

WHEREAS the Purchaser has called for tenders for the

WHEREAS the Supplier had offered a tender after going through the tender conditions.

WHEREAS the Supplier had quoted the price for the above material, stating that their materials conform to all the technical specifications in the tender conditions.

WHEREAS the Supplier had assured that their product is of high quality and they would fully serve the purpose as coagulant for floc formation and settling of fine suspended particles present in the water at clarifiers and to raise the pH value above the neutral range in efficient way, and

WHEREAS, the Purchaser relying on the statement in the tender of the Suppliers, accepted their offer.

NOW both the Supplier and the Purchaser enter into this contract, with full understanding of the implications and consequences arising from the terms and conditions, agreed to hereunder:

TERMS & CONDITIONS:

1. The Purchaser has accepted the offer of the Supplier and issued the purchase order to the Supplier vide P.O. No., dt.
2. The Supplier paid S.D. for an amount of Rs.....vide Board Challan no:.....for this contract.
3. The prices should be firm till the completion of supply during ARC period/One time procurement.
4. The purchase order stipulates the quantity of materials to be supplied and the time schedule to be adhered by the Supplier in delivering the materials.
5. The materials delivered should conform to the technical specifications in the tender conditions. In case, there is a dispute as to whether the material or any part of it conforms to the technical specifications or not, the decision of the Managing Director / CMWSS Board shall be final and binding.
6. It is agreed that the contents of the purchase order are part and parcel of this Contract.

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7. All the materials supplied by the Supplier under this contract shall be subject to the inspection acceptance or rejection of the the Purchaser or his representative.
8. After the delivery as above, the Supplier shall show to the satisfaction of the Purchaser, that the material conforms with the technical specifications. The decision of the Managing Director of the Board as to the quality and quantity shall be binding on both the parties.
9.
 - a. Taking delivery of the materials after the above procedure does not mean that the materials supplied is accepted as flawless. If subsequently, any defect is noticed, the Supplier shall replace the material as analyzed and decided by the at the cost of the Supplier.
 - b. The defective material which has to be replaced as stated above, should be removed from the premises of the by the Supplier withindays from the date of receipt of intimation from the to that effect, at the cost of the Supplier.
 - c. In case the defective material is not removed within the stipulated time, the Supplier shall pay a penalty of Rs.1000/- per day to the Purchaser and the same shall be deducted from the bill or from the Security Deposit.
 - d. The defective material should be replaced within 15 days from the date of intimation to the Supplier. In case of failure to do so, the Supplier shall pay a penalty of Rs.1000/- per day.
10.
 - a. In case the SUPPLIER fails to supply and deliver any of the said materials within the time specified in the purchase order, he shall be liable to pay the Chennai Metropolitan Water Supply and Sewerage Board as and by way of penal levy calculated at the rate of 1% (one percent) per month of delay of the cost of the delayed items. This penal levy will however be restricted to a maximum of 6% (six percent). Notwithstanding the provision for the penal levy, the Purchase Manager (Materials) is empowered to exercise the risk purchase, when it is concluded that the Supplier has been willfully delaying the supply of materials in spite of penal levy. This decision of risk purchase by the Purchase Manager (Materials) will be final.
 - b. If it is a Public Sector undertaking and fails to supply and deliver the said materials within the time specified, they shall be liable to pay Chennai Metropolitan Water Supply and Sewerage Board penalty levy calculated at the rate of 1% (one percent) of value of the delayed item per month subject to a maximum of 6% (six percent). The Purchase Manager is empowered to exercise the risk purchase from other source when it is concluded that the Supplier has been willfully delaying the supply of materials in spite of penal levy. This decision of risk purchase by the Purchase Manager (Materials) will be final.
 - c. If the Supplier fails to make complete delivery within the stipulated time, the Purchaser without prejudice to his right to claim damages for the non delivery in time,

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would make arrangements for the purchase of the materials from the other source and the additional expenditure involved in so procuring the material shall be made good by the Supplier.

- d. If the Purchaser is satisfied that the Supplier could not deliver as per the time schedule due to the reasons beyond the control of the Supplier, on account of fire, natural calamity, earth quake, flood, strike / lock out, the penalty for the belated supply will not be levied, provided that their delay is in proportion to the period of strike / lock out (or) to the time for recovery from the natural calamities.
11. The payment will be made within 30 days after acceptance of materials at store.
12. The Supplier shall submit bills for payment within fifteen days after each delivery of the material and the payment will be made within 30 days after the acceptance of the materials by the or his representative that the materials have been supplied to his entire satisfaction. Fraction of a paise in the total of bills will be rounded off to the nearest paise (that is fraction of half paise and less will be discarded and over half paise will be taken as one paise).
13. The Contract shall not be assignable by the Supplier.
14. The C.M.W.S.S. Board reserves the right to increase or decrease the tendered quantity during the rate contract period.
15. The C.M.W.S.S Board reserves the right to extend the contract period after obtaining concurrence from successful tenderers without any changes in the settled rate.
16. In case, the Supplier fails or neglects or refuses to faithfully perform any of the covenants on his part, it shall be lawful for the Managing Director of C.M.W.S.S. Board to forfeit the amount deposited as security.
17. a. The penalty or any money to be recovered from the Supplier due to any of the contingencies mentioned in this contract can be recovered from the bills payable to the Supplier or from the Security Deposit.
b. In case, the money due from the Supplier to the Board exceeds the bill amount and Security Deposit, the same can be deducted from the money then or which may be subsequently due from the Board to the Supplier on account of some other transactions, which does not relate to the supply of materials under this contract.
c. If the dues from the Supplier could not be recovered in full by means specified in clauses a & b above, and if the property supplied by the Supplier previously for which the payment was not made in full or in part, the Purchaser is entitled to sell the same and adjust the proceeds thereof with the amount due from the Supplier.
d. In case, the amount due from the Supplier could not be realized by the Purchaser, despite the above means, the Purchaser will initiate legal proceedings to recover the money at the cost of the Supplier as per the laws in force.
18. In case of any failure or negligence or refusal to observe the provisions of the contract by the Supplier, apart from the penal provisions stipulated in this contract, the Purchaser has got the right to terminate the contract, without prior notice and in such event the unfulfilled

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obligations arising from the contract on the part of the Supplier should be complied with by him; notwithstanding the determination of the contract.

19. The Supplier should carryout the purchase orders placed on them wholly as per the time schedule, as otherwise they will not be allowed to participate in future tenders for a period of one year along with forfeiture of SD.
20. In case of any failure or negligence or refusal to observe the provision of this contract by the Supplier, apart from the penal actions as per the contract, the Purchaser has got the right to terminate the contract, without prior notice and in such event the unfulfilled obligations arising from the contract on the part of the Supplier, such as standing by the warranty for the materials supplied should be complied with by him, notwithstanding the determination of the contract
21. The Supplier shall not be in any way interested or concerned directly or indirectly with any of the officer, subordinates or servants of the Chennai Metropolitan Water Supply and Sewerage Board in any trade, business or other transaction nor shall the Supplier give or pay or promise to give or pay any such officer, subordinate or servant directly or indirectly any money or fee or other consideration under designation of 'Custom' or otherwise nor shall be permit any person or persons 'whomsoever to interfere with the performance of the contract.
22. In case, the Supplier shall at any time during the continuance of the contract become bankrupt or insolvent or commit any act or bankruptcy or insolvency, under the provisions of any law in that behalf for the time being in force or shall compound with his creditor it shall be lawful for the C.M.W.S.S. Board to put an end to this contract and thereupon every article, clause and thing herein contained on the part of the C.M.W.S.S. Board shall cease and be void and the C.M.W.S.S. Board shall have all the rights and remedies given to them under the contract.
23. All the notices given to the Supplier in respect of any matter or thing relating to or arising out of this contract or any of the terms hereof shall be considered duly served on or given to the Supplier if delivered to him or left at such premises within local limits of Chennai City as the Supplier may from time to time by notices in writing inform the C.M.W.S.S. Board of his place of business or above for the purpose of the class.
24. In case of litigation emanating from the execution of this contract, only the court in Chennai will have the Jurisdictions.

In witness whereof the Supplier and the Purchase Manager, Chennai Metropolitan Water Supply and Sewerage Board acting for and on behalf of the Chennai Metropolitan Water Supply and Sewerage Board sign hereunder this.....day of..... at Chennai

Signed by the Supplier in the presence of

SUPPLIER
ADDRESS SEAL
Phone No.
PAN No.

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**PURCHASE MANAGER
C.M.W.S.S. BOARD**

In witness whereof
I hereunder affix my signature

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**(APPENDIX - A) FORMAT FOR DECLARATION BY THE TENDERER FOR
DEBARMENT/ BLACKLISTING**

I/We hereby confirm that our firm has not been blacklisted Disqualification/Debarring done due to works executed in World Bank/any State/ Central Government Departments, or State / Central Undertakings/ Boards/ Corporations, Municipalities and Municipal Corporations, Urban Developments Authorities will disqualify any entity from participation in the tender.

I/We _____ declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Description	To be filled by the Tenderer (Yes/No)	Details if any
We confirm the above declaration		

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Appendix (B) - DRAFT UNDERTAKING IN LIEU OF E.M.D

(Should be uploaded in non-judicial e-stamp paper of value not less than Rs.100/- . Tenders received without proof for EMD exemption and undertaking deed will be summarily rejected)

THIS DEED OF UNDERTAKING EXECUTED AT _____ ON THIS THE _____ DAY OF _____ TWO THOUSAND AND _____ OF _____ BY M/s. _____ a company registered under companies Act 1956, having its registered office at _____ hereafter called "Tenderer" (which expression shall where the context so admits mean and include their Agents, Representatives, Successors-in-office and Assigns)

TO AND IN FAVOUR OF CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD having its office at 4th Floor, No.1 Pumping Station Road, Chindatripet, Chennai 600 002, Tamil Nadu herein called the "CMWSSB"(which expression shall where the context so admits mean and include its successors in office and Assigns).

WHEREAS the tenderer is required to pay Earnest Money Deposit of Rs. _____ for participation in the tender for..... AND WHEREAS the tenderer is exempted from payment of EMD as per _____, subject to the tenderer executing an undertaking to the value of Rs. _____ (Rupees _____ only) representing the amount equivalent to the amount of EMD specified to be paid to CMWSSB in the event of non-fulfillment or breach of any of the conditions of the tender by the Tenderer as mentioned here under. AND WHEREAS in consideration of the acceptance by CMWSSB of the above proposal, the tenderer has agreed to pay to CMWSSB the said amount of Rs. _____ in the event of:-

- i. Withdrawing his tender before the expiry of the validity period.
- ii. Withdrawing his tender after acceptance or fails to remit the Security Deposit.
- iii. Violating any of the conditions of the tender issued by the competent authority.

NOW THE CONDITION OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, 'tenderer' and CMWSSB hereinafter before used shall include their respective successors and assign in office.

IN WITNESS WHERE OF THIRU

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acting for and on behalf of the Tenderer has signed this deed on the day, month and year herein before first mentioned.

SIGNATURE

NAME IN BLOCK LETTERS

SEAL OF THE COMPANY

In the presence of Witnesses

Signature

Name and Address

Signature

Name and Address

**SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL**