



**CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD
CHENNAI- 600 002**

NATIONAL COMPETITIVE BIDDING

(Two cover System with e-Procurement)

BID DOCUMENT

FOR

“.....”

TENDER NO: MAT/OT/000/20....., due on

VOLUME - I

**INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS
CONDITIONS OF CONTRACT
CONTRACT DATA**

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

NAME OF WORK	.....
TENDER NO.	TENDER NO: MAT/OT/000/....., due on
PERIOD OF DOWNLOADING OF BID DOCUMENT	From .....to (till 03.00 PM)
LAST DATE AND TIME FOR SUBMISSION OF BID	Upto 03:00 PM on
DATE OF PRE-BID MEETING	..... @ 11.30 AM
DATE AND TIME OF OPENING OF TECHNICAL BIDS	AT 03:30 PM on
METHOD OF BID SUBMISSION	Bidding document is available in portal https://tntenders.gov.in , and the tenderer must submit the tender through https://tntenders.gov.in by e-submission only.
CONTRACT PERIOD	(i). Supply of all- days from the date of issue of purchase order (ii). Operation and maintenance -years
OFFICER INVITING BIDS	PURCHASE MANAGER (MATERIALS DEPARTMENT) CMWSS BOARD 4th Floor, No.1,Pumping station Road, Chintadripet, Chennai-600 002
PLACE OF OPENING OF TECHNICAL BID	PURCHASE MANAGER (MATERIALS DEPARTMENT) CMWSS BOARD 4th Floor, No.1,Pumping station Road, Chintadripet, Chennai-600 002
ADDRESS FOR INFORMATION AND CLARIFICATIONS	PURCHASE MANAGER (MATERIALS DEPARTMENT) CMWSS BOARD 4th Floor, No.1,Pumping station Road, Chintadripet, Chennai-600002 PHONE NO.044-28451300 Ext 272 E-Mail : pmcmwssb@gmail.com
BID DOCUMENT SPECIFICATION ALSO AVAILABLE AT WEBSITE	www.tntenders.gov.in

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1. NOTICE INVITING TENDERS (NIT)

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

e-bid is invited from the eligible bidders for the following work as per the procedure of CMWSSB under two cover system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.

Sl. No	Name of work and Tender No.	Bid Security	Pre-bid meeting Date	e-Bid Submission closing Date	e-Bid Opening Date
1	..... Tender No: MAT/OT/000/.....	Rs.....	..... at 11.30 a.m.	..... up to 3.00 P.M.	..... at 3.30 P.M.
2.	Bids must be submitted online only through website www.tntenders.gov.in and the Bid Documents will be available in Website: www.tntenders.gov.in Bids received through any other mode will be rejected as non-responsive.				
3.	Bid security by online transfer only through Tamil Nadu Government eProcurement System. The Bidder shall submit scanned copy of online transaction statement towards Bid Security as part of Technical Bid				
4.	Availability of tender documents- website:, www.tntenders.gov.in and e-bid submission is permitted through portal www.tntenders.gov.in . For all other details refer bid document in the website from				

PURCHASE MANAGER

SECTION 2: INSTRUCTIONS TO BIDDERS
(ITB)

Special Instructions for submission of Technical Bids

1. All pages in the Technical Bid should be page numbered sequentially.
2. Technical bid shall be digitally signed using DSC token- Class 3 while uploading.
3. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously through online on www.tntenders.gov.in (*website*) on or before hours on (*date*) and the 'Technical Part' of the bids will be publicly opened through online on ----- (*date*) at hours, in the presence of the bidders' designated representatives who wish to attend. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and same venue. The electronic bidding system would not allow any late submission of bids.
4. All credentials including the Notarized copies of performance certificates and enclosures for the bids should be identified as the documents and scanned copies should be submitted by the bidder over their signature with office seal.
5. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
6. Bidders should produce the originals for the performance / client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.
7. Bidder should furnish all the details pertaining to the Qualification Criteria in Abstract Qualification Information. If the space available in the Table is insufficient, additional sheets may be furnished in the specified format separately with declaration.
8. The downloaded documents shall be properly submitted through online along with necessary documents without any additional cost.
9. 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. No cost towards bid document shall be required to be paid by the bidders. When there is alteration / correction found in the bid document (downloaded documents) submitted by the bidder then the uploaded version of the bid document and replies to queries & addendum of the department will be binding on the bidder. If the bidder does not accept the uploaded version of the department in case of alteration / correction found in the submitted document of the bidder then the bid is liable for rejection with forfeiture of bid security.
10. the department will be binding on the bidder. If the bidder does not accept the uploaded version of the department in case of alteration / correction found in the submitted document of the bidder then the bid is liable for rejection with forfeiture of bid security.

11. The department will be binding on the bidder. If the bidder does not accept the uploaded version of the department in case of alteration / correction found in the submitted document of the bidder then the bid is liable for rejection with forfeiture of bid security.

All the rules and regulations of the Tamil Nadu Transparency in Tenders Act, 1988, Tamil Nadu Transparency in Tenders Rules, 2000 are applicable even though not specifically mentioned in the bid document. Any conditions not mentioned in the bid document and available in the said Acts and Rules thereof will be invoked as and when required by the Management.

12. Bids with conditions are liable for rejection.
13. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

2: Instructions to Bidders

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A. General

1. Scope of Bid

The Chennai Metropolitan Water Supply and Sewerage Board invites bids for “.....” as defined in these documents and referred to as "the Goods" detailed in the table given in Invitation for Bids.

- 1.1. The successful bidder will be expected to complete the supply by the intended completion date specified in the Contract data.
- 1.2. Throughout these Bidding documents, the terms bid and Tender and their derivatives (bidder/Tenderer, bid/tendered, bidding/Tendering, etc) are synonymous and day means calendar day. Singular also means plural.

2. Source of Funds

Chennai Metropolitan Water Supply and Sewerage Board proposed to take up the work for “.....” under Funds approved by

3. Eligible Bidders

- 3.1. All the bidders except those who have been debarred/ banned by the Board/ Government of Tamil Nadu are eligible to bid for this tender. Payments will be made only in Indian Rupees.
- 3.2. All Bidders–shall include the information and documents with their bids in the prescribed format as stated in the Section-3, Forms of bid and qualification information required under this contract.
- 3.3. Deleted
- 3.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with sub-clause 38.1

4. Qualification of the Bidder

- 4.1. All bidders shall provide in Section 3, Forms of Bid and Qualification Information.
- 4.2. Deleted
- 4.3. All bidders shall include the following information and documents with signature of the authorized person with seal before uploading in their bids in Section 3:

SI.No	Description	Remarks (Yes/No)
1	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.	
2	Total monetary value of procurement .....for each of the qualifying period.	

Sl.No	Description	Remarks (Yes/No)
3	Experience in works of a similar nature and details of the work completed successfully during the qualifying period, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts.	
4	Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years. The reports should be signed by auditor and should be notarized	
5	Authority to seek references from the Bidder's bankers.	
6	Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last eight years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute	
7	Information regarding the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical service support Centers in Chennai (as per the format indicated in section 3) to be involved for this contract.	
8	All the credentials furnished by the bidder towards satisfying the qualification criteria shall be duly certified by a "Notary Public" and the certified credentials should have office seal with the signature or the initial of the bidder or their authorized signatory.	
9	The credentials to meet the qualification criteria as per the clause 4.5 shall be from the Manufacturer or dealer. No Self-certification will be accepted	

4.4. Deleted

4.5. To qualify for award of the contract, each bidder in its name should have performed / executed the following during the period to and should submit the documents as proof.

Sl. No.	Description	Minimum required Qualification
		Package II
1.	The Manufacturer or dealer must have achieved in any one of the financial year (..... to) Annual Financial Turn Over not less than the amount given. In proof thereof, a certificate from a chartered accountant should be provided and also the PAN card of the company should be submitted.	Rs. lakhs
2. (a)	The Manufacturer or dealer should have satisfactorily supplied similar type (BS-IV or BS-VI) of any of the .....such as .....within last 5 financial years (.....), to any of the Government organizations in India or supplied to the private supplier who deployed the above machines to any Government organizations only in India, provided with the certificate from the concerned department. Copy of the P.O & supply invoice (must be either in the name of Manufacturer or dealer) are to be furnished.	.....Nos

Sl. No.	Description	Minimum required Qualification
		Package II
(b)	Performance certificate for its satisfactory functioning of above machineries for minimum period of 12 months from the officer not below the rank of Executive Engineer of that organization.	Proof to be furnished
3.	The should be manufactured by a reputed manufacturers possessing ISO 9001-2015 certificate or equivalent	Proof to be furnished
4 .(a)	Manufacturer with valid manufacturing capacity certificate issued by any of the Govt. organizations for a minimum production capacity for such as per Annum.	.... Nos
4. (b)	In case of dealer the valid authorization from their manufacturer with the required details as above have to be provided	Proof to be furnished
5	Should have Satisfactorily Operated & Maintained similar type such as .....for a period of one year within last 5 financial years (.....) to any of Government organization in India. Copy of the client certificate should be enclosed	.... Nos Proof to be furnished
6	The bidder that in currently blacklisted will be in eligible & the tenderer should not have any history of blacklisting by any Govt. Organization for the past 5 years. A self-declaration to this effect in the form of affidavit in Rs.100/- stamp paper duly notarized to be provided.	

- For Sl. Nos. (2) & (6) above, the experience of the bidders as on date of bid submission will be considered for evaluation
- The bids of the Contractors whose previous performance is found to be poor / not satisfactory, will not be taken up for evaluation. Decision of the employer in this regard shall be final.
- Financial turnover and cost of completed works of previous years shall be given weightage of 5% per year based on rupee value to bring them to price level and that will be considered for the qualifying criteria.
- Any bidder (Manufacturer or dealer) who has been debarred/ black listed by any State/ Central Government Departments, or State / Central Undertakings/ Boards/ Corporations, Municipalities and Municipal Corporations, Urban Developments Authorities, etc. will be disqualified from participation in the tender.(Format enclosed)

4.6. Deleted

4.7. Bid Capacity Criteria: Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the value put to Tender. The available bid capacity will be assessed at the time of Technical evaluation of Bids itself with reference to value put to Tender. In case of the Bidders who do not satisfy the requirement of the Bid Capacity, their bids will be treated as non-responsive and their price bids will not be opened. Similarly, the available bid capacity will be assessed during financial evaluation of bids with reference to the quoted value of the bidders. The available bid capacity of the lowest responsive bidder should be more than their quoted value. If not their bid will be treated as

non-responsive and the next lowest responsive bidder will be considered for the price evaluation and so on.

$$\text{Assessed Available Bid capacity} = (A*N*1.5 - B)$$

where

A = Maximum value of works executed in any one year during the last five years (.....) (updated to price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited

B = Value at price level, of existing commitments and on-going works to be completed during the next 12 months.

The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be furnished.

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer
- Disqualification/Debaring done due to goods executed in 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. A self-declaration to this effect in the form of affidavit in Rs.100/- e-stamp paper duty and notarized to be provided. (Format enclosed)
- The Bidder should be financially solvent and should not be at any risk, no voluntary insolvency proceedings should be pending, no insolvency proceedings should have been admitted against the bidder and no Corporate Insolvency Resolution Process (CIRP) should have been initiated against the bidder before the National Company Law Tribunal (NCLT) as on the date of submission of bid. The financial status of the bidder is to be certified by a third party chartered accountant as it is at the time of submission of bid.

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid individually. A bidder who submits or participates in more than one Bid will cause all the bids with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit – Deleted

B. Bidding Documents

8. Content of Bidding Documents

- 8.1. The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Section	Description
1	Invitation for Bids
2	Instructions to Bidders
3	Forms of Bid and Qualification Information
4	Conditions of Contract
5	Contract Data
6	Forms of Securities
7	Technical Specifications
8	Bill of quantities
9	Undertaking (Annexure- E)
10	Declaration

- 8.2. The downloaded documents should be completed and submitted through online tender portal **www.tntenders.gov.in**.

9. Clarification of Bidding Documents

- 9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by mail/ e-mail at the Employer's address indicated in the invitation to bid.

The Employer will respond to any request for clarification, provided that such request is received earlier than 2 days prior to the deadline for submission of Bids. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification.

Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document through the issue of an Addendum pursuant to Clause 10. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

9.2. Pre-bid meeting

- 9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at Chennai Metropolitan Water Supply and Sewerage Board, 4th Floor, No.1, Pumping Station Road, Chintadripet, Chennai-02 on **at**

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

- 9.2.3. The bidder is requested to submit any questions in writing or mail and on the e-portal to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be posted online. Any modification of the bidding documents listed in Sub-Clause 8.1 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 and not through the minutes of the pre-bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1. Before the opening of bids, the Employer may modify the bidding documents by issuing addenda. However, extensions of submission of bids if any shall be issued before the deadline for opening of bids.

10.2. Any addendum thus issued shall be part of the bidding documents and shall be posted online. It is the bidders' responsibility to verify the online tender portal for the latest information related to this bid document.

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion extend as necessary the due date for submission of bids, in accordance with Sub-Clause 20.2 below.

C. Preparation of Bids

11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

12.1. Two cover bidding procedure will be followed. The bidder before submission of the e-Bid should verify content of the Technical and Financial bid carefully.

The submitted by the Bidder shall comprise the following:

Technical Bid

- (a) Bid Security (As per Clause 16)
- (b) Technical Bid
- (c) Qualification information form and documents
(in the format indicated in Section 3)
- (d) All necessary and supporting documents in the scanned form as mentioned in the Eligibility Criteria (clause 4)
- (e) Undertaking in e-stamp paper lieu of EMD Exemption (if any)

Financial Bid

- (f) Priced Bill of quantities

and any other materials required to be completed and submitted by bidders in accordance with these instructions. The documents listed under Sections 3 and 8 of Sub-Clause 8.1 shall be filled in without exception.

The tenderer should quote the rates (including GST & All other charges) only in BOQ format which can be viewed and downloaded from the website (<https://tntenders.gov.in>) and to be submitted through e-Tender and should not be submitted other than through e-Tender.

12.2. Deleted

13. Bid Prices

13.1. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2. The bidder shall fill in rates and prices and line-item total (both in figures and words) **for all items** of the goods described in the Bill of Quantities along with total 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.*

13.3. All duties and other levies (other than GST) 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. The Tenderer shall quote the price schedule exclusive of GST and GST rates and amount to be shown separately in the BoQ. Any statutory variations in duties / levies, which take effect from a date subsequent to the due date for receipt of tender, shall be to CMWSS Board's account.

13.4. The rates and prices quoted for the supply ofes are fixed throughout the contract period.

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 (90 days) **ninety days** after the deadline date for bid submission specified in Clause 20. 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 that the bidders may extend the period of validity for a specified additional period for the completion of evaluation provided that sum total of all extensions shall ordinarily not exceed(.....) days. The request and the bidders' responses shall be made in writing. 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 the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3. In case the evaluation of tenders and award of contract is not completed within extended validity period, all the tenders shall be deemed to have become invalid.

16. Bid Security (Earnest Money Deposit)

16.1. The Bidder shall furnish, as part of his Bid, a Bid security for an amount of **Rs..... Lakh**.

16.2. The bidders should submit the Bid security by online transfer only through Tamil Nadu Government e-Procurement System. The Bidder shall submit scanned copy of online transaction statement towards Bid Security as part of Technical Bid.

16.3. Any bid without online payment of Bid Security (EMD) or valid proof for claiming exemption will be rejected by the Employer.

16.4. 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(SSI)
- 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 of 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/NSIC Government of India with the proof of required productive capacity, certified by the respective Auditor of the company.**

Note : 1. This may clearly be noted that the permanent MSME/SSI/NSIC certificates should be in respect of **similar type of** **manufactured** by them for which tender has been called for and should have required production capacity along with the period of validity of the certificate. Tenders submitted contrary to the above instructions shall be rejected.

16.5. Those Bidders who are exempted from payment of Bid Security (EMD), shall furnish in lieu of Bid Security (EMD) an under taking in a non-judicial e-stamp paper of value not less than Rs.100.00/- (Rupees One Hundred only) in the prescribed format as per **Annexure A** to the effect to pay penalty an amount equivalent to Bid Security (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. **The under taking in a non-judicial e-stamp paper of value not less than Rs.100/- should be uploaded. TENDERS RECEIVED WITHOUT PROOF FOR EXEMPTION OF BID SECURITY (E.M.D) AND UNDERTAKING (as per Annexure) WILL BE SUMMARILY REJECTED.**

16.6. The Bid Security of unsuccessful bidders will be returned as promptly as possible upon the award of contract and on written request from the unsuccessful bidder. The bid security of

the bidder who has refused to extend the bid validity as provided in 15.2 shall be refunded after the initial bid validity based on written request from the bidder. Employer shall pay no interest on the bid security.

16.7. The Bid Security (EMD) of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

16.8. The Bid Security (EMD) may be forfeited

- (a) if the Bidder withdraws the Bid after opening of technical Bid during the period of Bid validity.
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

17. Alternative Proposals by Bidders

Alternative proposal will not be considered.

18. Format and Signing of Bid

18.1. The Bidder shall prepare the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid.

18.2. The Bid shall be digitally signed using DSC token on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be digitally signed by a DSC token.

18.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be digitally signed by a DSC token by the person or persons signing the bid.

18.4. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

18.5. The Bid documents & Price Bid documents uploaded in the pdf format should not be changed or converted to any other format while downloading.

D. Online Submission of Bids

19. Submission of Bids:

19.1 Procedure for E- submission

19.1.1 Bidder should do the registration in the e – tender site 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 etc. The list and addresses of the DSC vendors can be seen in

https://tntenders.gov.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf

- 19.1.2 Bidder then should login to the site using user id and the corresponding passwords.
- 19.1.3 The e-token that is registered should be used by the bidder and should not be misused by others.
- 19.1.4 After downloading/ getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 19.1.5 If there are any clarifications, this may be obtained online through the e-tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 19.1.6 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in the prescribed format.
- 19.1.7 The bidder should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.
- 19.1.8 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.
- 19.1.9 The bidders should submit the Bid security (EMD) by online transfer only through Tamil Nadu Government e-Procurement System. The Bidders shall submit scanned copy of online transaction statement towards Bid Security as part of Technical Bid.
- 19.1.10 The bidder should submit the bid documents by online mode through the site (<https://tntenders.gov.in>).
- 19.1.11 The CMWSS Board will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.
- 19.1.12 The online Bidding super scribed as "Technical Bid" contains Scanned copy of Bid Security, Pre-Qualification Documents and Tender document furnished by CMWSS Board to be submitted in the online bidding. The Tender document furnished by CMWSS Board uploaded in the prescribed format should not be changed or converted to any other format while submitted in the online bidding.
- 19.1.13 The online bidding super scribed as "Price Bid" contains Price Bid Documents.
- 19.1.14 The Bid shall be digitally signed using DSC token on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be digitally signed using DSC token while uploading the bid.
- 19.1.15 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 bidders will be digitally signed with the e-token of the bidder and then submitted.

- 19.1.16 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.
- 19.1.17 The Bidder 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 time. If there is any delay, due to other issues, bidder only is responsible.
- 19.1.18 Each document to be uploaded thro' online for the tenders should be less than 2 MB, If any document is more than 2 MB, it can be reduced through zip format and the same can be uploaded. It may be however noted that. If the file size is less than 1MB the transaction uploading time will be very fast.
- 19.1.19 The time setting 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 bidders should follow this time only, during bid submission.

The filled up Bid documents shall be submitted online up to the last date of submission. (Last date and time of submission @3:00PM). The tenderer shall upload the tender documents using digital signature card.

- 19.1.20 The Bidders should not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.
- 19.1.21 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 19.1.22 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.
- 19.1.23 After downloading the tender schedules, the Bidder should go through them carefully and then submit the documents as directed, otherwise, the bid will be rejected.
- 19.1.24 Bidders 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 bidders who are claiming EMD exemption should submit without fail the scanned copy of an undertaking (as per **Annexure A** in the tender document) in non-judicial 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. TENDERS RECEIVED WITHOUT PROOF FOR EXEMPTION OF EMD AND UNDERTAKING (as per Annexure) WILL BE SUMMARILY REJECTED.**

19.2 The Technical Bid shall contain the scanned copy in the online bidding for the following in the sequence indicated below.

- i. Covering letter

- ii. Performance Certificate obtained from the clients as per Qualification Information
- iii. The Bid Security (EMD) / Proof for Bid Security (EMD) exemption along with undertaking in Rs.100 /- e-stamp paper in lieu of Bid Security (EMD)
- iv. Letter of Tender / Contractor's Bid digitally signed using DSC token.
- v. Declaration by the Bidder that his Bid is without any technical and commercial deviations in the format of the letter enclosed with the Bid.
- vi. Certified Power of Attorney authorizing a representative or representatives of the Firm to sign the Bid and all subsequent communication.
- vii. Documentary evidence of unambiguous fulfillment of eligibility criteria for Bidding
- viii. Latest Income Tax Clearance Certificate and Sales Tax Clearance Certificate.
- ix. Bid document shall be digitally signed using DSC token.
- x. Full technical description of the items and services proposed by the Bidder including makes.
- xi. Confirmation of performance guarantee and Warranty Period in accordance with the Conditions of Contract.
- xii. Confirmation of the commercial terms and conditions. **There shall be no reference to the price.**
- xiii. A self-declaration stating that there is no Disqualification/Debaring done due to works executed in 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 in the form of affidavit in Rs.100/- e-stamp paper duty and notarized to be provided.
- xiv. Any other technical details

19.3 The "Technical Bid " shall **NOT** contain the following:

- i. Schedule of Prices of the Bid Document constituting the Lump Sum Bid Price.
- ii. Any indication either direct or indirect or implicit or explicit or implied regarding the Bid Price or its break up details or any other related price indication etc. shall be a cause for outright disqualification of the entire Bid.

19.4 The Price Bid shall contain the bill of quantities (BOQ excel).

20. Due date for Submission of the Bids

- 20.1.** The bidders are requested to upload all related documents through e-tendering online system to the tender inviting authority well before **03.00 PM. on**
- 20.2.** The Employer may extend the due date for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original due date will then be subject to the new deadline.

21. Late Bids

The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

22. Modification of Bids

- 22.1. Bidders are not allowed to withdraw their bids after deadline for submitting the bid
- 22.2. Each Bidder may modify bid before the last date for receipt of bid. The modification shall be prepared, sealed, marked, and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION". The modification cover shall indicate whether the modification cover is for the original bid or modified bid. If the Bid security is submitted in the prescribed form and manner as per clause 16 in the first bid only, the Modified Bids will be opened.
- 22.3. No bid may be modified after the deadline for submission of Bids.
- 22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. Public opening of Technical Parts of Bids

23. Bid Opening

- 23.1. The Employer will open all the Technical Bids received through online, in the presence of the Bidders or their representatives who choose to attend at the specified date and time. The financial parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of technical parts of the bids. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2. Deleted
- 23.3. Deleted
- 23.4. The Employer shall prepare minutes of the Bid opening, including the information such as Name of the Bidder, EMD remitted disclosed to those present. Bids without Bid security will be summarily rejected.

F. EVALUATION OF BIDS – GENERAL PROVISION

24. Process to be Confidential

- 24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful

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

25. Clarification of Bids

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by e-mail, 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 27.

25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

G. EVALUATION OF TECHNICAL PARTS OF BIDS

26. Examination of Bids and Determination of Responsiveness

26.1. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly **digitally signed using DSC token** including the document uploaded by CMWSSB; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding 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 Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Qualification of the Bidder

27.1 The *Employer* shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 27.2** The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 4.5. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
- 27.3** If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 27.4** Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

H. PUBLIC OPENING OF FINANCIAL PARTS OF THE BIDS

28. Public Opening of BIDS

- 28.1.** The Price Bid of technically qualified Bidders will be opened online by the Tender Inviting Authority, in the presence of Bidders / authorized representatives who choose to attend. The date of opening of the price bid will be intimated to all the Technically qualified Bidders after evaluation of the Technical Bids by the Tender Inviting Authority.
- 28.2.** The Bidders names, the Bid prices, the total amount of each bid and such other details as the Tender Inviting Authority may consider appropriate, will be announced during the opening.
- 28.3.** In the event of the 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.
- 28.4.** The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online.

I. EVALUATION OF FINANCIAL PARTS OF BIDS

29. Correction of Errors

- 29.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
 - (b) Where there is a discrepancy between the unit and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

29.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub - Clause 16.8.(b).

30. Evaluation and Comparison of Bids

30.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000.

30.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 27;

30.3. Deleted

30.4. If the Bid of the 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 analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 35 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.

J. Award of Contract

31. Award Criteria

31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding 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 provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

32. Employer's Right to accept any Bid and to Reject any or all Bids

32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the 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.

33. Rejection of bid

The e-tender will be rejected outright, if the tenderer

a) If EMD is not paid through online or if EMD exemption is claimed, necessary proof for exemption along with undertaking deed in Rs.100 e-stamp paper is not submitted

b) Stipulates the validity period less than what is stated.

c) Does not fill in and sign the Letter of bid, Tender Specification of the articles and goods as well as Bill of Quantities and Rates completely.

d) Does not provide the Downloaded e-Tender document and corrigendum /addendum if any, duly signed and stamped in the scanned form.

e) Does not provide the document as mentioned as per Eligibility Criteria of the e-Tender document.

34. Notification of Award and Signing of Agreement

34.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period confirmed by issuing a purchase order. This (hereinafter and in the *Conditions of Contract* called the "Purchase order") will state the sum that the Employer will pay the Contractor in consideration on completion of the supply materials/items and operation and maintenance of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

34.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 35.

34.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. On payment of the performance security (as per Clause 35.1 within 14 days of receipt of the Purchase order) by the successful bidder, the Employer will issue an unfilled document to the bidder who has to arrange for affixing the special adhesive stamp for a value not less than Rs.100/- and produce it back to the Employer. The Employer will then prepare complete set of document in which the Employer and successful bidder will sign. This exercise of signing the agreement should be completed within 10 days from the date of receipt of the performance security from the successful bidder.

Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

35. Performance Security payable at Chennai

35.1. Within 14 days of receipt of the Purchase order, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount to be calculated as per Clause 35.4 plus additional security for unbalanced Bids in accordance with Clause 29.2 of ITB and Clause 30 of CC.

- i. An irrevocable Bank Guarantee in the form given in Forms of Securities from a Nationalised / Scheduled commercial Banks in Chennai notified by RBI in the form given in Forms of Securities.
- ii. In the shape of NSC/NSS/KVP/Post Office Term Deposits valid for the required Contract period and pledged in favour of Managing Director, CMWSS Board payable at Chennai and shall have the necessary transfer endorsement of the Post Office.

- iii. Fixed Deposit for the required period from Nationalized / Scheduled Bank/TNSC Bank in favour of Managing Director, CMWSS Board payable at Chennai. Banker's cheque/Bank Draft in favour of CMWSS Board payable at Chennai.

35.2. The above scripts should have validity beyond three months the warranty period for the last vehicle supplied.

35.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid security.

35.4. 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 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 under this contract.

36. Advance Payment and Security

36.1. The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

37. Adjudicator

37.1. Greivance Redressal Committee

If a dispute (of any kind whatsoever) arises between the Parties in connection with or arising out of the contract or execution of the works, including any dispute as to any opinion, instruction, representative, either party shall initially refer the same in writing to Employer. The Employer will constitute a Standing Grievance Redressal Committee with members of officers of the Board to resolve the disputes.

Accordingly, it is proposed that the following officials of CMWSSB may be formed as SGRC to resolve the disputes between CMWSSB and the Contractor.

Committee members for specified project:

- i. Chief Engineer
 - ii. Superintending Engineer
- General Committee Members:
- iii. Controller Of Finance
 - iv. Internal Audit

The Committee should be formed by the concerned execution wing for each projects separately after getting approval from the Competent Authority. The Chief Engineer

and Superintending Engineer should be other than the Chief Engineer / Superintending Engineer entrusted with the execution of the project.

If any dispute is referred to the SGRC, it will within a week of receipt of such request acknowledge and convene a meeting with both the parties. The committee will go through the submitted documents, hear the parties and attempt at finding an amicable solution within 28 days of receipt of such reference by the SGRC. If any settlement is arrived at SGRC the same shall be recorded in writing as a settlement agreement and signed by the Contractor, Employer and all committee members. Such settlement shall be final and binding on the parties with regards to all disputes so resolved.

he parties and attempt at finding an amicable solution within 28 days of receipt of such reference by the SGRC. If any settlement is arrived at SGRC the same shall be recorded in writing as a settlement agreement and signed by the Contractor, Employer and all committee members. Such settlement shall be final and binding on the parties with regards to all disputes so resolved.

inal and binding on the parties with regards to all disputes so resolved.

If the SGRC fails to settle all or part of the dispute within 28 days, the same shall be notified to the contractor. Thereafter it is left to the parties to refer the unresolved disputes to Adjudication / Arbitration. In such case, the party may give notice in writing its intention to refer such dispute to Adjudication / Arbitration.

37.2. Adjudicator

The Employer proposes that, Thiru. _____ be appointed as Adjudicator under the Contract, at a daily fee of Rs.2000/- plus boarding, lodging, traveling expenses at actual. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by The President, Institution of Engineers (Tamil Nadu State Center) Chennai at the request of either party.

38. Corrupt or Fraudulent Practices

38.1. The Employer requires that Bidders observe the highest standard of ethics during the evaluation and execution of such contracts. In pursuance of this policy, the Employer:

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

- 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.

38.2. Furthermore, Bidders shall be aware of the provision stated in sub-clause 33.4 of the Conditions of Contract.

3. FORMS OF BID AND QUALIFICATION INFORMATION

Table of Forms:

- **LETTER OF THE BID**
- **ABSTRACT QUALIFICATION INFORMATION**
- **QUALIFICATION INFORMATION**
- **AGREEMENT FORM**

Letter of the Bid

Description of the Works: “.....

Tender No: MAT/OT/000/.....

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

GENTLEMEN,

We offer to execute the goods described above in accordance with the conditions of Contract accompanying this Bid for the Contract Price stated in Financial Bid.

We accept the appointment of _____ as the Adjudicator. (OR)

We do not accept the appointment of _____ as the Adjudicator and propose instead that _____ be appointed as Adjudicator whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

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:

We further agree that 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 Bid Security (EMD) paid will be forfeited by the Board, without any notice to us.

We hereby further agree and undertake that:

- a. In case, there is any defect found in the or in any part of the machine delivered, we undertake to replace the machine by a new machine.
- b. If the machine delivered is found to have even the slightest damage, due to any reason like in the process of transportation, we undertake to rectify the same before delivery to the Board’s Store.

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).

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:

Name and address of agent	Amount	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

(if none, state “none”)

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security

(EMD) required by the Bidding documents.

We attach herewith our current income tax and sales tax clearance certificates.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory : -----

Name of Bidder : -----

Address : -----

ABSTRACT INFORMATION ON QUALIFICATION CRITERIA

Details of Performance Certificate Cited for Meeting Qualification Criteria during the qualifying period from 01.04.2018 and up to the date of bid submission.

Sl. No.	Qualification Criteria	Quantity	Details of the supply indicating the Contract No., Value, Date of Completion etc of the qualification cited	Page No. of Tech. Bid submitted by the Bidder	Name of the Client/ Officials who issued the Certificate with Contact details such as address, Telephone Number and Cell Number	Head of the Organization with complete contact address, Telephone Number, email address, etc
1	Must have achieved in any one of the financial year (.....) Annual Financial Turn Over not less than the amount given. In proof thereof, a certificate from a chartered accountant should be provided and also the PAN card of the company should be submitted	Rs. lakhs				
2 (a)	The Manufacturer or dealer should have satisfactorily supplied similar type (BS-IV or BS-VI) of any of the .....such as within last 5 financial years (.....), to any of the Government organizations in India or supplied to the private supplier who deployed the above machines to any Government organizations only in India, provided with the certificate from the concerned department. Copy of the P.O & supply invoice (must be either in the name of Manufacturer or dealer) are to be furnished.	..... nos				

Sl. No.	Qualification Criteria	Quantity	Details of the supply indicating the Contract No., Value, Date of Completion etc of the qualification cited	Page No. of Tech. Bid submitted by the Bidder	Name of the Client/ Officials who issued the Certificate with Contact details such as address, Telephone Number and Cell Number	Head of the Organization with complete contact address, Telephone Number, email address, etc
(b)	Performance certificate for its satisfactory functioning of above machineries for minimum period of 12 months from the officer not below the rank of Executive Engineer of that organization.	Proof to be furnished				
3	The should be manufactured by a reputed manufacturers possessing ISO 9001-2015 certificate or equivalent	Proof to be furnished				
4 (a)	Manufacturer with valid manufacturing capacity certificate issued by any of the Govt. organizations for a minimum production capacity for .....such as .....per Annum.	..... nos				
(b)	In case of dealer the valid authorization from their manufacturer with the required details as above have to be provided	Proof to be furnished				
5	Should have Satisfactorily Operated & Maintained similar type of .....such as (.....) to any of Government organization in India. Copy of the client certificate should be enclosed	..... Nos Proof to be furnished				

I / We declare that the information furnished above are true to our knowledge and we have taken care to furnish the correct details with contact address, available communication facilities such as FAX, email, Telephone numbers, Mobile numbers etc.

**Signature of the bidder with Seal
Name and Title of the Signatory**

Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1. Constitution or legal status of Bidder **[Attach copy]**

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid
[Attach]

1.2. Annual financial turnover achieved in the last five years (in Rs. Crores)

Sl. No.	Year	Financial turnover (Rs. in Crores) *	Page No. of Technical Bid
1		
2		
3		
4		
5		

Attach Certificate from Chartered Accountant along with Audited Balance Sheet.

**Signature of the bidder with Seal
Name & Title of Signatory:**

IMPORTANT NOTE

Bidders are requested to furnish the above details separately giving reference to the page numbers of the credential enclosed to the Technical Bid.

1.3. Details on the supply of made to any Government organizations

Project Name	Name of the Employer	Contract No.	No. of machines supplied	Value of contract	Stipulated period of completion of supply	Actual period of completion of supply

1.4. Details on the operation and maintenance of the similar type of machines during the last 5 financial years

Project Name	Name of the Employer	Contract No.	No. of machines deployed in maintenance	Value of contract	Operation and maintenance period

1.5. Information on Bid Capacity (works for which Bids have been submitted and works which are yet to be completed) as on the date of this Bid.

A) Existing commitments and on-going works

Description of work (1)	Place and state (2)	Contract No& Date (3)	Name and Address of the employer (4)	Value of contract (Rs. Lakhs) (5)	Stipulated period of completion (6)	Value of works remaining to be completed (7) (Rs. Lakhs)	Anticipated date of completion (8)	Page no of Technical bid

B) Works for which Bids already submitted

Description of work (1)	Place and state (2)	Name and Address of the employer (3)	Estimated value of works (Rs. Lakhs) (4)	Stipulated period of completion (5)	Date when decision is expected (6)	Remarks if any (7)	Page no of Technical bid

Signature of the Bidder
Name & Title of Signatory

IMPORTANT NOTE : Bidders are requested to furnish the details separately giving reference to the page number in Technical Bid in which the credential are available.

- 1.6. Financial reports for the last five years; balance sheets, profit and loss statements, auditors' reports, (in case of companies/corporations) etc. List them below and attach copies of documents.
- 1.7. Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.8. Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount Involved	Remarks showing present status

IMPORTANT NOTE

Bidders are requested to furnish the **INFORMATION ON LITIGATION HISTORY IN WHICH THE BIDDER INVOLVED** with full signature and Seal.

2. ADDITIONAL REQUIREMENTS

- 2.1. DETAILS OF THE AUTHORIZED DEALER/WORKSHOP **IN CHENNAI** FOR PROVIDING TECHNICAL SERVICE SUPPORT TO BE INVOLVED FOR THIS WORK

S.No	Name of the Authorized dealer/workshop in Chennai	Complete postal address with telephone no.	Supply/works to be executed through these authorized dealer / workshop	Remarks

Bidders should provide any additional information required to fulfill the requirements of clause 4 of the Instruction to Bidders, if applicable.

Fraud and Corruption

This activity is financed by the world Bank and Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at following link)
<https://ppfdocuments.azureedge.net/3682.pdf>

GUIDELINES ON PREVENTING AND COMBATING FRAUD AND CORRUPTION PROGRAM-FOR-RESULTS FINANCING

Dated February 1, 2012 and Revised July 10,2015

Purpose and General Principles

1. These Guidelines address Fraud and Corruption (as defined in paragraph 5) that may occur in connection with the preparation and implementation of programs financed, in whole or in part, by the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) through Program-for-Results Financing. They set out the general principles, requirements, and sanctions applicable to such programs.
2. The Loan Agreement¹ providing for the Loan² governs the legal relationships between the Borrower³ and the Bank⁴ with respect to the Program⁵ for which the Loan is made. The responsibility for the implementation of the Program under the Loan Agreement, including the primary responsibility for preventing and combating Fraud and Corruption, rests with the Borrower. The Bank, for its part, has a fiduciary duty under its Articles of Agreement to “make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations.”⁶ These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the Program as provided in the Loan Agreement.
3. Recognizing that Fraud and Corruption leads to wasted resources and undermines development effectiveness, the Bank and the Borrower agree that all individuals and entities participating in the Program must observe the highest standard of ethics and, specifically, that all such persons and entities must take all appropriate measures to prevent and combat Fraud and Corruption, and refrain from engaging in Fraud and Corruption, in connection with the Program. In furtherance of these principles and purposes, the Bank and the Borrower further agree and commit to undertaking the actions set out in these Guidelines for the purpose of preventing and combating Fraud and Corruption in connection with the Program.

¹ References in these Guidelines to “Loan Agreement” include any Loan Agreement providing for an IBRD loan; Financing Agreement providing for an IDA credit or IDA grant; Trust Fund Grant Agreement or Loan Agreement providing for a recipient-executed trust fund grant or loan in cases where these Guidelines are made applicable to such agreement; and the Program Agreement with a Program Implementing Entity related to any of the above.

² References to “Loan” or “Loans” include IBRD loans as well as IDA credits and grants, project preparation advances, and recipient-executed trust fund grants or loans for programs to which these Guidelines are made applicable under the agreement providing for such grant and/or loan. These Guidelines do not apply to investment project financing (to which separate guidelines apply) or to development policy financing.

³ References in these Guidelines to “Borrower” include the recipient of an IDA credit or grant or of a trust fund grant or loan.

⁴References in these Guidelines to the “Bank” include both IBRD and IDA.

⁵Reference in these Guidelines to the “Program” means the Program as defined in the Loan Agreement.

⁶IBRD Articles of Agreement, Article III, Section5 (b);IDA Articles of Agreement, Article V, Section1(g).

Definition of Practices Constituting Fraud and Corruption

4. These Guidelines address the following defined practices in connection with the Program:⁷
 - (a) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.⁸
 - (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly⁹ misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (c) A “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.
 - (d) A “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.
 - (e) An “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation¹⁰ 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 (ii) acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.
5. The above practices, as so defined, are referred to collectively in these Guidelines as “Fraud and Corruption.”

Borrower Actions to Prevent and Combat Fraud and Corruption in Connection with the Program

6. In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Borrower:

⁷Unless otherwise specified in the Loan Agreement, whenever these terms are used in the Loan Agreement, including in the applicable General Conditions, they have the meanings set out in paragraph 4 of these Guidelines.⁸ Typical examples of corrupt practice include bribery and “kickbacks.”

⁹To act “knowingly or recklessly,” the fraudulent actor must either know that the information or impression being conveyed is false, or be recklessly indifferent as to whether it is true or false. Mere inaccuracy in such information or impression, committed through simple negligence, is not enough to constitute fraudulent practice.

¹⁰As used in the definition of “obstructive practice”, the term “investigation” includes any inquiry undertaken under these Guidelines.

- (a) Takes all appropriate measures to ensure that the Program is carried out in accordance with these Guidelines;

- (b) takes all appropriate measures to prevent Fraud and Corruption in connection with the Program, including (but not limited to) adopting and implementing appropriate fiduciary and administrative practices and institutional arrangements;
- (c) promptly informs the Bank of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, together with the investigative and other actions that the Borrower proposes to take with respect there to;
- (d) unless otherwise agreed by the Borrower and the Bank with respect to a particular case, takes timely and appropriate action to investigate such allegations and indications; reports to the Bank on the actions taken in any such investigation, at such intervals as may be agreed between the Borrower and the Bank; and, promptly upon the completion of any such investigation, reports to the Bank the findings there of;
- (e) if the Borrower or the Bank determines that any person or entity has engaged in Fraud and Corruption in connection with the Program, takes timely and appropriate action, satisfactory to the Bank, to remedy or otherwise address the situation and prevent its recurrence; provided that nothing in this sub-paragraph (e) or in sub-paragraph(d) above obligates the Borrower to take action in direct contradiction of the applicable law of the Member Country;
- (f) cooperates fully with representatives of the Bank in any inquiry conducted by the Bank into allegations or other indications of Fraud and Corruption in connection with the Program, and takes all appropriate measures to ensure the full cooperation of relevant persons and entities subject to the Borrower's jurisdiction in such inquiry; and
- (g) ensures that any person or entity debarred or suspended by the Bank is not awarded a contract under or otherwise allowed to participate¹¹ in the Program during the period of such debarment or suspension.

Sanctions and related Actions by the Bank in Cases of Fraud and Corruption

7. In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Bank:

10 For purposes of paragraph 6(g), participation does not include the performance under contracts entered into or other engagements began prior to the date of the Loan Agreement

- (a) promptly informs the Borrower of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, consistent with Bank policies and procedures;
- (b) in cases where the Bank determines it necessary to do so to fulfil its fiduciary duty, may conduct an inquiry into such allegations or other indications, independently of or in collaboration with the Borrower;

- (c) reports to the Borrower on the outcome of any such inquiry; and
- (d) may sanction¹² any individual or entity other than the Member Country¹³ if at any time the Bank determines that such individual or entity has engaged in Fraud and Corruption in connection with the Program or any other Bank-financed activity, or is otherwise subject to sanction pursuant to its prevailing policies and procedures.

Miscellaneous

- 8. For avoidance of doubt, nothing in these Guidelines is intended to restrict or otherwise affect the Member Country's sovereign right to investigate, prosecute or take any other action in furtherance of its own laws and regulations. Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.
- 9. Without prejudice to any provision hereof, in the event that any action to be taken by the Borrower under these Guidelines may conflict with requirements of the applicable laws and regulations of the Member Country, the Bank and the Borrower will consult with a view to identifying and agreeing on alternative actions that will avoid such conflict while ensuring compliance here with.
- 10. The provisions of these Guidelines do not limit any other rights, remedies¹⁴ or obligations of the Bank or the Borrower under the Loan Agreement or any other document to which the Bank and the Borrower are both parties.

¹² Sanctions include (but are not limited to) publicly declaring such individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded a Bank-financed contract; (ii) benefit from a Bank-financed contract, financially or otherwise, for example as a subcontractor; and (iii) otherwise participate in the preparation or implementation of the Program or any other project or program financed, in whole or in part, by the Bank. The Bank may publish the identity of any individual or entity sanctioned under subparagraph 7(d).

¹³ For purposes of these Guidelines, "Member Country" includes (i) officials and employees of the national government or of any of its political or administrative subdivisions, and (ii) non-autonomous government-owned enterprises.

¹⁴ The Loan Agreement provides the Bank with certain rights and remedies that it may exercise with respect to the Loan in the event of Fraud and Corruption in connection with the Program, in the circumstances described therein.

2.2. SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES –

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 overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Sd/
Name of Bank
Senior Bank Manager
Address of the Bank

**FORMAT FOR DECLARATION BY THE BIDDER FOR DEBARMENT/
BLACKLISTING
CLAUSE 4.5 & 4.8 OF ITB**

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		

Agreement Form

This agreement, made the _____ day of _____,..... between **Chennai Metropolitan Water Supply and Sewerage Board, No.1, Pumping Station Road, Chintadripet, Chennai 600 002** [name and address of Employer] (hereinafter called “the Employer”)and _____

_____ [name and address of contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute the work “.....” **vide Tender No: MAT/OT/000/.....** [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to supply, execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the supply, execute and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Purchase order ;
 - b. Letter of bid;
 - c. Contract Data;
 - d. Conditions Of Contract (General and Special);
 - e. Specifications
 - f. Bill of Quantities;
 - g. Any other document listed in the Contract Data and replies to queries, clarifications issued by the employer, such confirmations given by the bidder which are acceptable to the employer and all the Addendum issued as forming part of the contract.
 - h. Instruction to bidders

In witness whereof the parties thereto have caused this Agreement to be executed the day and

year first before written.

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

4. CONDITIONS OF CONTRACT

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A. General

1. Definitions

- 1.1. Terms, which are defined in the Contract Data, and not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities to be submitted by the Bidder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 31.1

The **Contract** is the contract between the Employer and the Contractor to supply machines and perform operation and maintenance Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Purchase order and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any technical flaw in the vehicle which leads to non operation of the vehicle in accordance with the Contract.

Warranty is a written guarantee, issued to the Employer, promising to repair or replace it if necessary within a specified period of time

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.

The **Initial Contract Price** is the Contract Price listed in the Employer's Purchase order.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor during the execution of the Works.

The **Site** is the area defined as such in the Contract Data.

The **Works** are as defined in the Contract Data.

2. Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Purchase order
- (3) Letter of bid
- (4) Contract Data
- (5) Conditions of Contract (General and Special)
- (6) Specifications
- (7) Bill of Quantities
- (8) Any other document listed in the Contract Data and replies to queries, clarifications issued by the employer, such confirmations given by the bidder which are acceptable to the employer and all the Addendum issued as forming part of the contract.
- (9) Instructions to bidders
- (10) Declaration of undertaking

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

Except where otherwise specifically stated the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Personnel

7.1. The Contractor shall employ the personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

7.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves within seven days and has no further connection with the work in the Contract.

7.3. Non-employment of Personnel shall be liable for a fine as specified in Contract Data.

8. Employer's and Contractor's Risks

8.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

9. Employer's Risks

9.1. The Employer is responsible for the excepted risks which are in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

10. Contractor's Risks

10.1. All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks, are the responsibilities of the Contractor.

10.2. The contractor will be responsible for all liabilities due to accidents or damages caused to properties including loss of life of any public or employee of Board or contractor's employee.

10.3. The contractor shall be absolutely and solely responsible for injury or damage to person and property of any description whatever may be caused by or result during the operation and maintenance period, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specification or not.

10.4. If any mishap/accident occur on the road/site, the contractor will have to shoulder the complete responsibility of the same, right from the registration of police complaint, lodging/follow up of the insurance claim and facing the court trials etc. it shall be the responsibility of the contractor to set right the without raising any extra bills / claim against the same.

10.5. In case of minor accidents or fatal accidents due to fault in the vehicle or due to negligence of driver as per report from Traffic investigation department the driver of the vehicle should immediately be relieved and should never be engaged for any vehicle in the

Board services. He is liable for any other action under the law, if warranted so.

- 10.6. In case of minor accidents due to fault in vehicle the Board is not responsible for any legal or criminal action that may arise on the owner/driver/cleaner contracted for any reason and such action will not bind Metro water legally.
- 10.7. Security of the shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism till handing over the machine on completion of the contract period. In the event of any loss, the contractor shall be responsible for the same. The contractor shall insure the materials. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

11. Insurance

- 11.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the O&M Contract period of 5 Years and handing over of machines in good condition to the Board, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
 - (a) loss of or damage to Equipment;
 - (b) loss of or damage of property in connection with the Contract; and
 - (c) personal injury or death.
- 11.2. Comprehensive Insurance for the basic value of the should be delivered by the Contractor to the Engineer
- 11.3. The Driver-cum-Operator of the contractor should be covered by a suitable Accident Insurance Policy to cover liabilities under the Workmen's Compensation Act.
- 11.4. The Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special conditions of Contract.
- 11.5. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 11.6. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 11.7. Both parties shall comply with any conditions of the insurance policies.

12. Queries about the Contract Data

- 12.1. The Engineer will clarify queries on the Contract Data.

13. Access to the Site

Deleted

14. Instructions

- 14.1. The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws.

14.2. The contractor shall permit the employer to inspect the Contractors accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the employer if so required by the employer

15. Disputes

15.1. All legal disputes are subject to the jurisdiction of Courts at Chennai Only. If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

16. Procedure for Disputes:

1. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
2. The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
3. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of the Contract.

17. Replacement of Adjudicator:

Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

18. Elimination Of Child Labour

- 18.1.** Attention of all contractor are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 18 years of age in certain occupations and process and provides for regulations of employment of children in all other occupations and progress. Employment of child labour is prohibited even during the supply of materials at the delivery place. All the contractors are requested to adhere to the provisions in the above Act and see that engagement of child labour in the operational activities of the CMWSSB are completely eliminated. Any violation of the provisions will lead to penal action against the tenderer.
- 18.2.** the operational activities of the CMWSSB are completely eliminated. Any violation of the provisions will lead to penal action against the tenderer.
- 18.3.** the operational activities of the CMWSSB are completely eliminated. Any violation of the provisions will lead to penal action against the tenderer.

B. Quality Control

19. Third Party Evaluation for

- 19.1. Before the delivery of the truck mounted and before its assembly at the factory of the Supplier, each and every part of the machines and the technology used and other relevant factors as per specifications shall be subjected to through inspection by a Third Party Agency appointed at the cost of the Employer.
- 19.2. The Third Party after the above inspection shall issue release / clearance certificate, if they are satisfied with the quality of the machines inspected. Thereupon, the Supplier shall assemble and dispatch the machine and deliver in good condition, as per the time schedule to the Board at ETC Store or any other location specified.
- 19.3. When conducting inspection on the premises of the Supplier or manufacture, all reasonable facilities and assistance including access to drawings and productions data shall be furnished to the inspectors at no charge to the department.

20. Identifying Defects

- 20.1. All the truck mounted supplied by the Contractor under this contract shall be subject to the inspection acceptance or rejection of the Inventory Control Manager of the Board or their representative.
- 20.2. After the delivery as above, the Contractor shall show to the satisfaction of the Purchaser, that the machine conforms with the technical specifications and its working condition and the operational efficiency are sound. The decision of the Managing Director of the Board as to the quality and quantity shall be binding on both the parties.
- 20.3. On being satisfied about the efficient working of the machines supplied, a note will be given by the Purchaser and thereupon, the Supplier shall get the machines registered with the RTO and hand over the R.C. Book to the Purchaser with all relevant documents.
- 20.4. Nothing in above in any way release the supplier from any warranty or other obligations under this contract.
- 20.5. The supply of the should be according to the specifications stipulated. Notwithstanding, the inspection by the Third Party Agency / Technical experts, as in clause 19.1 above, and release / clearance certificate issued under clause 19.2 and the inspection contemplated in clause 20.1 above, and notwithstanding the provisions in Clause 20.2 and 20.3 above, if it is found that any part in the machine does not confirm to the specifications or is of substandard quality, it will be deemed to be violation of the contract and at the option of the Board, the Contractor may be asked to replace the same or to terminate the contract and levy the loss as well as the damages from the Contractor on that count.

21. Correction of Defects

- 21.1. Taking delivery of the after the above procedure does not mean that the machines supplied is accepted as flawless. If subsequently, any manufacturing defects or any defective part or any operation impediment is noticed, the Contractor shall replace the machine or replace the defective parts or fine tune the machine as analyzed and decided by the Purchaser, at the cost of the Contractor.
- 21.2. The defective machine which has to be replaced as stated above, should be removed from the premises of the Board by the Contractor within 3 days from the date of receipt of intimation from the Board to that effect, at the cost of the Contractor.

22. Uncorrected Defects

- 22.1.** In case the defective machine is not removed within the stipulated time, the Contractor 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.
- 22.2.** The defective machine should be replaced within 15 days from the date of intimation to the Contractor. In case or failure to do so, the Contractor shall pay a penalty of Rs.1000/- per day.

C. Cost Control

23. Bill of Quantities

- 23.1.** The Bill of Quantities shall contain items for “.....” to be done by the contractor.
- 23.2.** The rates quoted towards supply of should be inclusive of all cost involved in delivery of the machines 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. NO extra amount on any ground will be paid.
- 23.3.** The rate quoted for O&M should include, cost of fuel, lubricants, engine oils etc, salary for 2 Men per Vehicle (1 driver & 1 cleaner), uniforms and safety equipments, all types of repairs / replacement, vehicle tax, tools & plants, insurance, FC, PPE kits etc complete. The rate should be inclusive of Employee’s share towards ESI & EPF.

24. Payments

- 24.1.** Payments shall be adjusted for deductions for retention and other recoveries in terms of the contract and deduction at source of taxes as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer.
- 24.2.** Items of the Works for which no rate or price has been entered in the contract, will not be paid for by the Employer and shall be deemed to have covered by other rates and prices in the Contract.
- 24.3.** Payment will be made by the Employer as indicated in the Contract Data.

25. Tax

- 25.1.** The Bidder shall quote the price schedule exclusive of GST and GST rates and amounts to be shown separately. However, for the performance of this Contract, the rate quoted by the Contractor shall be deemed to be inclusive of GST. The Employer will deduct such taxes and other statutory levies at source as per applicable law. Any statutory variations in duties / taxes, which takes effect from a date subsequent to the due date for receipt of tender, shall be to CMWSS Board’s account.

26. Currencies

- 26.1.** All payments shall be made in Indian Rupees.

27. Price Adjustment

27.1. Not applicable for this work.

28. Retention

28.1. For Operation and Maintenance works, Payments will be made by the Board to the extent of **95 percent** of the value of the O&M bill submitted by the Contractor and for every month and that said bills are certified for and passed for payment by the Engineer or by any person appointed by the Board for this purposes, subject nevertheless to any fines or deduction, cost or charge on the Contractor to be made there from as provided for herein. The **balance of 5%** of such bills will be retained in the hands of the Board without interest and this amount together with the security deposited by the Contractor for the due fulfillment of this contract will be forfeited to the Board wholly or in par at the discretion of the Engineer if in this opinion the Contractor fails to comply with the contract requirements. 5 % (Five percent) of the total value of the works executed by the Contractor less deduction if any will be paid to the Contractor along with the first bill of the subsequent year.

29. Penalty

29.1. The Contractor shall pay penalty to the Employer at the rate as stated in the Contract Data. The Employer may deduct penalty from payments due to the Contractor. Payment of penalty does not affect the Contractor's liabilities.

30. Securities

30.1. The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer not later than the date specified and shall be issued in the amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees.

30.2. The Performance Security for supply of shall be valid until the completion of O&M contract period of 5 years and 2 months. An Indemnity bond (Annexure D) towards the liability of the contractor for the is to be furnished by the contractor.

30.3. The Performance Security for the operation and maintenance works (Including Additional security for unbalanced bids) shall be valid for a period of 5 years and 2 months from the date of issue of the certificate of completion at the end of O&M Contract period.

D. Finishing the Contract

31. Completion

31.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

32. Taking Over

32.1. Three months prior to the completion of the operation and maintenance contract period, the shall be subjected to inspection by Engineer or any other Third party engaged for this purpose by the Engineer, to check for the working condition of the machine.

Replacements of spare parts / repairs if any, as suggested by the inspection team should be carried out by the contractor at his own cost before handing over the machines. The machines should be in good working condition at the end of the O&M contract period ofyears.

33. Termination

33.1. Termination on expiry of the Contract: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

33.2. Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in conditions of contract clause 33

33.3. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract by giving seven days notice.

33.4. Fundamental breaches of Contract include, but shall not be limited to the following:

- a) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - b) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - c) the Contractor does not maintain a security which is required;
 - d) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the evaluation process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a evaluation process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

33.5. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 30.4 above, the Engineer shall decide whether the breach is fundamental or not.

33.6. In the event of successful bidder fails to honor the commitments of the condition of contract,

- a. The contract will be terminated and the balance goods to be supplied or works to be carried out shall be completed by engaging other contractors and the excess in amount if any for the same will be recovered from the successful bidder

- b. Performance security will be forfeited.
- c. The BG issued against the chassis payments will be with held.
- d. Also, they will not be allowed to participate in future tenders of CMWSSB for a period of two years.

33.7. Notwithstanding the above, the Employer may terminate the Contract for convenience.

34. Payment upon Termination

- 34.1.** If the Contract is terminated with respect to clause 30, the contractor should hand over the machine in good working condition as per the clause 32 (Taking over). Any worn out spares should be replaced. Otherwise recovery will be made accordingly from the bills payable to the Contractor or from the Security Deposit.
- 34.2.** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the work will be completed by the employer at the risk and cost of the contractor.
- 34.3.** The Engineer shall issue a certificate for the value of the work done less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 34.4.** If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 34.5.** The penalty or any money to be recovered from the Contractor due to any of the Contingencies mentioned in this contract can be recovered from the bills payable to the Contractor or from the Security Deposit.
 - a. In case, the money due from the Contractor to the Board exceeds the bill amount and Security Deposit, the same can be deducted from the money due from the Board to the Contractor on account of some other transactions, which does not relate to the supply and Operation and Maintenance of the machines under this contract.
 - b. In case, the amount due from the Contractor 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 Contractor as per the laws in force.

35. Release from Performance

- 35.1.** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor after receiving this certificate shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

36. Force Majeure

- 36.1.** If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.
- 36.2.** son of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.
- 36.3.** son of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

37. Miscellaneous Provisions

37.1. Notices

i. Address

Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Contract shall be in writing signed by the party giving such notice, and shall to the extent reasonably practicable be sent by telefax, and if not reasonably practicable to send by telefax, then by hand delivery, overnight courier, telegram, or registered mail, in each case to the other Party at the address for such Party as set forth below:

If delivered to the Employer: Attention:
Telephone: Telefax:

If delivered to the Contractor: Attention:
Telephone: Telefax:

ii. Change of address

Each party shall have the right to change the place to which notice shall be sent or delivered by similar notice sent or delivered in like manner to the other Party. Without limiting any other means by which a Party may be able to prove that a notice has been received by the other Party, a notice shall be deemed to be duly received:

- a) if sent by hand, overnight courier or telegram, the date when left at the address of the recipient;
- b) if sent by registered mail, the date of the return receipt; or
- c) if sent by telefax, upon receipt by the sender of an acknowledgement or transmission report generated by the machine from which the telefax was sent indicating that the telefax was sent in its entirety to the recipient's telefax number.

E. Special Conditions of Contract

Part 1 – Supply of

1. General

- 1.1. The to be supplied by the bidder should conform to the specifications mentioned under “Technical specifications for the” enclosed with the tender document.
- 1.2. Even, if some of the requirements to ensure quality of the machine do not find mention under “Technical specifications for the””; the same should be treated as implied and complied with or provided with for making the machine highly efficient and durable, capable of rendering smooth & uninterrupted service.
- 1.3. If the machine supplied does not conform to any one of the specifications stipulated in the tender document, the whole machine should be replaced by a qualitative new machine conforming to all the specifications.
- 1.4. After the delivery of the machines, if it is found that any of the parts do not conform to the specifications, or is of inferior quality or the working of the machine is not smooth and efficacious, the bidder shall be required to replace the entire machine by a qualitative new machine.
- 1.5. For the imported equipments, current valid Letter of Authority and support letter in favor of the Client for providing after sales service and spares parts support during warranty period, duly notarized to be enclosed with the bid. The copies of bill of lading, custom clearance certificate and other supportive import documentation has to be submitted by the Bidder to the Client for verification during the bill payment

2. Contract Period

2.1. For procurement of–

Package	Total Delivery Period	Delivery Schedule I	Delivery Schedule II	Penalty
II	..... days from receipt of purchase order	.....	.....	..... per month of the cost of the delayed goods
		

3. Packing and delivery of machine

- 3.1. The vehicle should be delivered at specified offices in perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier/bidder on his own cost.

4. Quantity

- 4.1. The Employer also reserves the right to short close the order at any time during the currency of the contract / validity of the Purchase order before drawing the full quantity.

5. Price

- 5.1. The price should be firm and fixed till the completion of the order.
- 5.2. The bidders should indicate their price inclusive of packing, stenciling, handling cost, loading, Transporting and unloading at Employer's locations.

6. Safety

- 6.1. The vehicles should be so designed to ensure absolute safety to operating personnel, and general public while in operation
- 6.2. Each should be provided with fire extinguisher and first aid kit along with other necessary tools.

7. R.T.O. Requirements

- 7.1. The Bidder has to take necessary care of insurance, registration and FC etc., of the trucks before commissioning. The Bidder has to observe RTO restrictions regarding height, width, overhang of vehicle and latest emission norms BSVI and the Bidder shall make his own arrangement to get the vehicles registered permanently and getting F.C. from RTO Chennai. The vehicles/Trucks have to be registered at Chennai RTO's.

8. Warranty Terms and conditions

- 8.1. The Contractor hereby gives a warranty to the truck mounted suction cum jetting machines for a period of three years from the date of acceptance of the machines during which period the Contractor should set right the repair within 7 days from the date of intimation by the Board to him.
- 8.2. The Contractor shall be solely responsible for the maintenance; repair of the whole system supplied and integrated and the Employer shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Contractor.
- 8.3. **The Contractor shall have adequate Technical Service Support Centers in Chennai to meet the criteria for fault restoration/faulty unit repair times. The requirements for warranty shall be as per Specifications. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centers (as per the format indicated in section 3).**

9. Repairs

- 9.1. The contractor should utilize workshop facilities at their own cost to carry out routine and breakdown maintenance activities. The repairs and maintenance shall be carried out as per the specifications prescribed by manufacturer.
- 9.2. The contractor shall see that their representatives should attend any faults which are noticed / observed in the machines within 24 hours.
- 9.3. In exceptional cases like getting spare parts from abroad, if the Contractor finds that he could not complete the repair work within the above stipulated time, he has to get orders of the Superintending Engineers for the extension of time, explaining how and why he would not complete the work in time.
- 9.4. Even after the termination of the contract as per clause 30 of General conditions of contract, the unfulfilled obligations arising from the contract on the part of the contractor, such as standing by the warranty for the machines supplied should be complied with by him, not withstanding the determination of the contract.

9.5. Contractor has to paint all the vehicles during the operation and maintenance period as and when required or instructed by employer and the inside of the tank has to be coated every year with anti-corrosive epoxy paint of reputed make.

10. Emission norms

10.1. The should meet the requirement of Motor Vehicles Act 1989 including the latest amendments if any following the latest emission norms of BSVI.

11. Suitability of the model

11.1. The confirmation from the manufacturers of the Suction Pump, PTO, Suction Hose, Valves & Filters, etc should be enclosed to assess whether the suitability of the model proposed by the bidder will meet the Board's requirement stipulated in the tender.

12. GPS

12.1 The vehicle will be fitted with GPS supplied by the Board.

12.2 The GPS agency shall be engaged by the Board and the hire charges of GPS shall be borne by the Board. In case of theft/damage/tampering /lost the amount of Rs.10,000/- for GPS will be recovered from the contractor from the ensuing bills. In case of replacement of GPS by the GPS provider due to fault of the Driver / Cleaner of the vehicle, the contractor has to bear the cost of such instrument. The GPS indicator will be fixed in the lorries at the visible place.

ARBITRATION

The procedure for arbitration will be as follows:

(a) In case of Dispute or difference arising between the Employer and Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties, shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment, this shall be done in accordance with the Arbitration and Conciliation act,1996.

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of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment, this shall be done in accordance with the Arbitration and Conciliation act,1996.

(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made as per the Arbitration and Conciliation act,1996.

- (c) Arbitration proceedings shall be held at Chennai, (India) and the languages of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expense of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the Expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be born by each party itself.
- (e) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Special Conditions of Contract

Part 2 – Operation and Maintenance

1. General

1.1. The scope of the operational and maintenance works include routine maintenance of the

1.1.....

2. Contract Period

2.1. The period of maintenance of the supplied and operational contract isyears from the date of commencement of the operations.

2.2. Extension of Term

The Employer may extend the O&M Contract period beyond the initial O&M period of years based on such terms and conditions mutually agreed by both Parties (“Contractor” and the “Employer”) for which the Employer shall give a written notice of days prior to expiry of initial period of years.

3. Performance Security

3.1. Within 14 days before the end of supply of 2nd lot of, the Contractor shall submit to the Employer, a Performance Security in the form of irrevocable bank guarantee from a nationalised /scheduled bank having a place of business in India and acceptable to the Employer, for an amount equal to 3% of the total contract value of O&M.

3.2. If the Contractor fails to provide the Performance Security for O&M by the date required under this clause, the payment for supply of machines under 2nd lot will not be paid to the bidder and will be retained as security for the Contractor’s obligations under this Contract till the Performance Security for O&M is provided.

3.3. The Performance Security for O&M Contract shall be valid until 2 months from the date of handing over of the machines to the Employer on completion of O&M period of years

3.4. Subject to the above clauses, based on the request by the Contractor, Performance Security shall be returned to the Contractor within one month following the expiration of its validity.

A. Operation and Maintenance of

4. Scope of work

4.1. The Operation & Maintenance components of this contract are of very critical nature which has to be carried out virtually every day. The Bidder is therefore sensitised to the need for proper planning, deployment and sustaining perfect Operation & Maintenance throughout the entire period of the contract. Therefore the bidder is requested to attach importance to the following points so as to ensure deliverance of the highest quality of works:-

- a) Availability of drivers and cleaners
- b) Reduce down-time due to repairs

4.2. The scope of work includes routine maintenance of the machines and chassis as per manufacturer’s guidelines. Therefore, it covers day to day maintenance of

with prescribed level of maintenance service, adjustments, settings, etc., The preventive maintenance shall be carried out in a required sequence for which trained personnel shall be appointed who are fully conversant with operation and maintenance including mechanical, technical, electrical and hydraulic circuit system of the unit and the chassis.

5. Contractor responsibility:

5.1. Should adhere the Tamil Nadu Government Gazette No.425, Part III – Section 1 (a) published on 12.08.2022 and the orders of the Government of Tamil Nadu vide G.O. (Ms) No.110, M.A.& W.S. (MA.2) Department, dated 12.08.2022, The Tamil Nadu Prohibition of employment as manual scavengers and their rehabilitation rules 2022, regarding the ban on manual scavenging and on the entry of sanitary workers into the sewerage system and any subsequent amendments to the said rules/Guidelines.

5.2. As per the above rules Contractor to provide the driver & helpers engaged in the maintenance works with protective gear and safety devices including, but not limited to the following :-

5.3. ractor to provide the driver & helpers engaged in the maintenance works with protective gear and safety devices including, but not limited to the following :-

- (i) Air compressor for blower
- (ii) Air line breathing apparatus
- (iii) Air line respirator with manually operated air blower
- (iv) Air purifier gas mask/chin cortege
- (v) Artificial respiration/Reticulate
- (vi) Barrier caution tape
- (vii) Barrier cream
- (viii) Barrier cone
- (ix) Blower
- (x) Breath mask
- (xi) Breathing apparatus
- (xii) Caution board
- (xiii) Chlorine mask
- (xiv) Emergency medical oxygen resuscitator Kit
- (xv) First aid box
- (xvi) Face mask
- (xvii) Gas monitor (4 gases)
- (xviii) Guide pipe set
- (xix) Full body wader suit
- (xx) Fishing wader suit attached with boots
- (xxi) Hand gloves
- (xxii) Head lamp
- (xxiii) Helmet
- (xxiv) Helmet demolishing
- (xxv) Lead acetate paper
- (xxvi) Life guard pad
- (xxvii) Modular airlines supply trolley system
- (xxviii) Normal face mask
- (xxix) Nylon rope ladder 5 metres
- (xxx) Nylon safety belt
- (xxxi) Pocket book
- (xxxii) Port oxy
- (xxxiii) Raincoat

- (xxxiv) Reflecting jacket
- (xxxv) Safety belt
- (xxxvi) Safety body clothing
- (xxxvii) Safety body harness
- (xxxviii) Safety goggles
- (xxxix) Safety gumboots
- (xl) Safety helmet
- (xli) Safety showers
- (xlii) Safety torch
- (xlili) Safety tripod set
- (xliv) Search light

5.4. Should adhere the Tamil Nadu urban Local Bodies and Chennai Metropolitan Area septage management (Regulation) rules 2022, vide G.O. (Ms) No.1, dated 02.01.2023, for “ Provisions regarding removal of septage from unsewered areas, prevent illegal discharge of sewage, protection of water bodies in Local Bodies – Septage Management regulation and operative guidelines” and any subsequent amendments to the said rules/Guidelines.

6. Replacement of spares

6.1. The work includes replacement of normal routine items like oil and parts like pipes,nuts,bolts, washers and all electrical and hydraulic spares, etc and any other spare parts and items which are required to be changed under normal wear and tear. Such spares should be sourced only from the manufacturers or their Authorised Dealers

6.2. The Hydraulic Oil for topping up will have to be supplied by the successful bidder and the Oil & filters changed as per the recommendations of the manufacturers. The Oil grade used shall be that easily available in India. Periodic filters changing are very much essential. Return of old filter elements is proof of filters change. The non-filter change, penalty shall be imposed for each filter to be changed as per Maintenance Schedule.

6.3. Equipments for water washing, Inflating Tyres, Lubrication and Battery chargers shall be provided by the contractor.

6.4. The successful bidder shall bring their own tools and accessories for carrying out the maintenance work including special Tools & Fixtures.

6.5. The bidder should maintain the by carrying out routine maintenance exercises and also carryout any repairs major/minor as and when they occur. In this regard the employer shall inspect the condition of the machines at any time during the O&M period and if it warrants so, shall issue notice to the bidder for replacement of necessary spares including suction hose, tyres and battery etc. which shall be provided by the bidder.

6.6. For efficient and effective operation of the machines and for maintenance of the, only the bidder is liable. The must be clean and maintained properly, without leakages, meeting TNPCB norms and without other malfunctions, at all times.

7. Schedules

7.1. The successful bidder will have to inspect and check all the hydraulic components of equipments once in a month irrespective of whether any problem arises or not. The Programme for the same will be submitted to the employer in advance.

7.2. It will be necessary for the successful bidder to submit periodical reports in hard copy of the maintenance works carried out for the vehicle.

8. Safety

8.1. It is the utmost responsibility of the bidder to ensure adherence to Safety Norms in all aspects of the works especially while the Sucker cum jetting machine is under operation and while carrying repairs/maintenance activities.

8.2. Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the bidder.

9. Scope of work

8.1. The bidder has to operate & maintain the Sucker cum jetting machines supplied for this contract, engaging his own men, according to the time schedule & instructions of the officials of the Board.

8.2. The period of maintenance / operational contract is five years from the date of commencement of the operations. The Board reserves the right to extend the contract period

10. Personnel

10.1. It is the entire responsibility of Contractor to ensure that all his employees comply with mandatory requirements in terms of Age, Competence, (No Minors to be employed). The contractor shall engage no person having criminal records.

10.2. Necessary Legal and mandatory requirements like valid driving Licence, healthy individuals, necessary personal insurances should be complied at all times.

10.3. Contractor should engage the Driver cum operator for the machine who have a valid heavy vehicle license and not below the age of 21 years and not more than 55 years with good health and good vision. The cleaner engaged under contract shall have good health and physical fitness and age not less than 21 years.

10.4. The contractor should engage alternate driver and cleaner to substitute the regular driver and cleaner in the absence of a regular driver & cleaner so that the work should not be hampered at any stage. In order to ensure this, the contractor should submit the details of the 20 nos of regular drivers and cleaners and also the details of the additional 5 nos of drivers and cleaners who act as the standby crew.

10.5. If the driver / cleaner has absented for duty alternate driver/cleaner should be provided by the contractor failing which, penalty will be levied and recovered as per Penalty Clause stipulated in contract data.

10.6. The contractor should provide uniform and photo identity card to the driver, cleaner

10.7. The driver/cleaner and the technical staffs should be easily accessible at all times by the Engineer in charge and should have mobile phones with them at all times. The contractor should ensure that the employees engaged by them shall invariably be available at all times for taking necessary instructions issued by the employer and for proper coordination.

10.8. The contractor shall also be responsible for medical and regular clinical test for his staff. Medical fitness certificate (Annexure F) to be furnished every year from the Authorised Medical Officer for each Drivers engaged.

11. Schedule

11.1. The bidders need to submit a Comprehensive Maintenance Schedule for both the chassis and labours. The bidder shall on being awarded the contract ensure deployment of suitably trained Drivers and make available all necessary Hand Tools, Special Tools, Servicing and Lubricating Equipments, etc.

12. Safety

12.1. At any cost, no men should be allowed to enter into the septic tank. As per G.O (M.S) No 293, M.A& W.S Department dated 26.11.2010 the entry of sanitary workers, whether public or private into public sewerage system or into the sewerage systems within private premises on any pretext is totally prohibited except under the exceptional circumstances mentioned in the orders dated 20.11.2008 of the Hon'ble High Court. It is also requested to give an undertaking in the format enclosed in Annexure E and shall be strictly followed without fail with respect to ban on entry of sanitary workers into sewerage system

12.2. The drivers and cleaners of the vehicle should be well trained in operating the and should be imparted with the knowledge on safe collection and handling of sewage/septage. Any untoward incidents on the lapse of the above, the contractor is liable.

12.3. The driver / cleaner should wear the safety gum boots and PVC hand gloves and appropriate safety gears under all circumstances.

12.4. The should be installed with speed governor as per RTO norms and run within the speed limit as specified in the traffic rules.

12.5. For any failure / default in the performance, operation & maintenance, the contractor is liable for making good the loss and damages, as ascertained by the Board.

12.6. Any damages to the CMWSS Board and other properties while carrying out the work, shall be rectified by the contractor at free of cost.

12.7. The vehicle should not carry any persons unless specifically authorized by the Board.

13. Payment

13.1. Payment will be made by the Employer as indicated in the Contract Data

14. Penalty

14.1. If the is absent for want of drivers/cleaners, stoppage of vehicle for not filling of diesel and any other inordinate delays in attending to the desludging of septic tanks penalty will be levied and recovered as per penalty Clause stipulated in contract data. If the desludging work cannot be carried out due to any minor repair, the contractor shall carry out the same through the other vehicles maintained by him.

14.2. The Board has nothing to do with driver / cleaner employed by the Contractor and there will be no employer / employee relationship between the driver / cleaner and the Board. The Contractor is fully responsible to the Board for the perfect discipline and good conduct of the Driver/Cleaner who should function without giving room for any complaint from Board Staff, Public, etc. The Contractor shall change the Driver/Cleaner if ordered to do so by the competent authority and the competent authority's decision in this regard shall be final and shall not be questioned by the Contractor. The cleaner should not drive the vehicle under any circumstances and on inspection, if found such misconduct, fine will be imposed on the Contractor as per the contract data. If such misconduct i.e the cleaner driving the vehicle is noticed on more than two occasions the Driver/Cleaner should be barred from continuing the

service further and new persons should be deployed by the contractor.

15. GPS

15.1 The movement of the will be monitored through the centralized GPS cell at Head Office by the G.P.S service provider. If any is identified with disconnected GPS/making unauthorized trips / unauthorized disposal of sewage in to any of water ways / storm water drains, necessary action will be initiated as per the penalty clause.

Special Conditions of Contract

Part 3 –PAYMENT AND PENALTY

1. Payments for all the O&M bills will be made by considering the performance metrics mentioned below after deduction of penalty mentioned against them and additional penalties if any as per the penalty clause described under contract Data.

SI. No.	Performance Metrics	Description	Monitoring Mechanism	Penalty
1	Safe disposal of septage	Disposal of septage other than at STP or destinations authorized by the Engineer in charge	Complaints received from public or on site inspection or GPS reports	<ul style="list-style-type: none"> • For first occasion – penalty of Rs.25000/- • On second occasion – Besides penalty of Rs.50,000/-, Driver and cleaner should be terminated from continuing in any of the Board's services. • If the incident is repeated for more than 2 occasions - the contract will be terminated besides forfeiture of both the security deposits remitted towards the Supply of truck mounted machines and towards the operation and maintenance works.
2	Transportation of Septage	Any leakage of sewage while moving on the road	Complaints received from public or on site inspection or GPS reports	Rs.1000/- for each occasion.

Sl. No.	Performance Metrics	Description	Monitoring Mechanism	Penalty
3	Safe driving of vehicle	Any minor accidents or damages caused	Complaints received from public or on site inspection or GPS reports	Contractor is liable for all costs. Driver is warned and if the occasion is repeated for second time the driver should be terminated and not allowed to work in any of the Board's service
4	Safe driving of vehicle	Any major accidents causing loss of life and other serious damages	Complaints received from public or on site inspection or GPS reports	Contractor is liable for all costs and penal actions. Driver is terminated from service and not allowed to work in any of the Board's service

Special Conditions of Contract

Part 4 – LABOUR

1. LABOUR:

- 1.1.** The Contractor shall make his own arrangements for the engagement of all divers and cleaners for each vehicle.

The Contractor deliver to the Engineer a return in detail, at such intervals as the Engineer may prescribe, showing the details of the driver, cleaners and the office staffs engaged under this contract.

2. COMPLIANCE WITH LABOUR REGULATIONS:

- 2.1.** During continuance of the contract, the Contractor shall abide at all times by all existing labour enactment's and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 2.2.** part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 2.3.** rt of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

Further, the contractor has to give a declaration for the following provisions:

- i) That in the capacity of Contractor, the contractor has to comply with the provisions of Contract Labour (Regulations & Abolition) Act, 1970 by obtaining a valid license under the Act and the Rules thereto and similarly under Factories Act wherever applicable.
- ii) The contractor has to pay the wages in accordance with the Minimum Wages Act to all his / their employees.

- iii) That the contractor has to abide to recover the Employees Provident Fund and the Employees' Insurance contributions (both Employees and employers contribution) from the payment of bills every month.
- iv) The staffs who have been employed by the contractor will also have ESI & EPF number in their names. The contractor has to pay ESI & EPF contributions towards his/their staff every month. The copies of the remittance challans of the ESI & EPF contributions have to be submitted along with the bill for claiming the subsequent monthly payment. Similarly, contribution / premium/tax etc. payable to any other statutory authorities will be remitted by the contractor directly, after registering with the Respective department.
- v) That the contractor has to further declare and undertake that in case of any liability pertaining to his / their employees is to be discharged by the Principal Employer for his / their lapse, the contractor undertake to reimburse the same or the Principal Employer is authorised to deduct the same from the contractor's dues as payable.
- vi) That the contractor will maintain the Registers and records about the Contract Labour employed under Section 29 of Labour (Regulation & Abolition) Act wherever applicable.
- vii) That the contractor will take insurance policy under Workmen Compensation Act to meet out any untoward incident until the contract labourers are issued with ESI card.
- viii) (1) That no Child Labour shall be employed in a house / work site / Establishment / Other places.
(2) As per the Section 2(ii) of the Child Labour (Prohibition and Regulation) Act 1986. "Child" means, a person who has not completed his fourteenth years of age.

3. SKILLED WORKMEN TO BE EMPLOYED

3.1. The contractor shall employ only competent and skilled persons to do the work. Whenever the Engineer shall inform him in writing that any person on the works is in his opinion unsatisfactory of incompetent or unfaithful or dishonest, untruthful or disorderly or otherwise unsuitable such person shall be discharged from the work and shall not be employed again on it.

4. LAWS TO BE ADHERED TO BY THE CONTRACTOR / SUPPLIER WHEREVER APPLICABLE INCLUDING THE FOLLOWING

- 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
- 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

5. The contributions towards Tamil Nadu Manual Workers (Regulations of Employment and Conditions of work) Act, 1982 fund at the percentage prescribed by the Government from time to time will be paid by the Board

6. ELIMINATION OF CHILD LABOUR

6.1. Attention of all contractor are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 14 years of age in certain occupations and process and provides for regulations of employment of children in all other occupations and progress. Employment of child labour is prohibited in Vehicle Operation and Maintenance.

6.2. All the contractors are requested to adhere to the provisions in the above Act and see that engagement of child labour in the operational activities are completely eliminated. Any violation of the provisions will lead to penal action and will be debarred from participation in the tenders invited by CMWSSB for a period of two years.

7. CONTRACT LABOUR WELFARE

7.1. 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 CMWSSB 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. 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.

7.2. Copy 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.

7.3. Under workmen's compensation policy should be furnished to the Board. The policies should be kept alive till completion of the contract.

8. COMPLIANCE WITH LABOUR REGULATIONS

The contractor shall produce fitness certificate from any Authorised Medical Attendant (AMA) of Government Hospital for the Driver cum Operator to be employed.

8.1. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Governments or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State Government or the Central Government or

the local authority. The contractor shall keep the Board indemnified in case any action is taken against the Board by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Board is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / Regulations including amendments, if any, on the part of the contractor, the Engineer / Board shall have the right to deduct any money due to the contractor including his amount of performance security. The Board / Engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Board.

5. CONTRACT DATA

CONTRACT DATA

The Employer is

Name : Chennai Metropolitan Water Supply & Sewerage Board.

Address: No.1, Pumping Station Road, Chintadripet, Chennai-600 002

The Engineer is: The Chief Engineer

Name of Authorized Representative: Superintending Engineer/Executive Engineer

The Schedule of Key Personnel for O& M contract

Key Personnel

- | | |
|-------------|--|
| i. Driver | Should possess valid heavy vehicle driving license and not below the age of 21 years and not more than 55 years with good health and good vision |
| iv. Cleaner | Shall have good health and physical fitness and age not less than 21 years. |

The Adjudicator appointed jointly by the Employer and Contractor is:

Name :

Address :

The name and identification number of the Contract is

The name and identification number of the Contract is “.....”

1. Major works are:

- 1.1. Supply and delivery
- 1.2. Providing operation and maintenance of the above supplied vehicles for a period of years
- 1.3. Engaging driver and cleaner for each of the supplied vehicles and carry out the work of desludging / Jetting operations from the locations specified by the Engineers in charge including all O&M works for a period of years
2. The should be supplied within days from the date of issue of Purchase Order. The comprehensive operation and maintenance period is years.
3. The minimum insurance cover for loss of or damage to the works, plants, materials, equipments, physical property in connection with contract, personal injury or death is Rs.30 lakh for occurrence with the no. of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always
4. The language of the Contract documents is English

5. The law, which applies to the Contract, is the law of Union of India, applicable to Tamil Nadu and the law of Tamil Nadu.
6. The currency of the Contract is Indian Rupees
7. The Securities shall be for the following minimum amount equivalent as a percentage of the Contract Price

Performance Security for supply of is to be calculated as per Clause 35 of ITB plus additional security in terms of ITB Clause 35.4

Performance Security for Operation and maintenance contract is to be calculated as per Special conditions of contract - Part 2 – Operation and maintenance.

The standard form of Performance Security acceptable to the Employer shall be as presented in clause 35 Instructions to Bidders.

8. Payment

All payments will be subjected to deduction of retention money as stated in Clause 28 of General conditions of contract and penalties if any.

a) PAYMENT TOWARDS SUPPLY OF MACHINES

1. On Registration of truck chassis by the contractor in the Name of the Board, and on submission of advance irrevocable Bank Guarantee of equivalent amount of cost of chassis value by the contractor which is valid for 120 days from the date of registration of chassis, an amount equal to the cost of the chassis will be released within 15 days. (The original invoice of the chassis manufacturer is a must for the release of payment).
2. The Contractor shall submit bills for payment within fifteen days after each delivery of the machine and the payment will be made as detailed below:
3. Delivery of the machine and the payment will be made as detailed below:
 - **90% of the value of the bill will be made within 30 days after the acceptance of the machines by the Inventory Control Manager (Materials) or his representative that the machines have been supplied to his entire satisfaction. The payment will be made only, after submission of all the following documents.**
 - i. Third Party Clearance certificate in original.
 - ii. Original Comprehensive Insurance for the basic value of the vehicle & equipment.
 - iii. Payment of Road Tax for 12 months.
 - iv. Original Equipment Manufacturers' Test Certificate (in original).
 - v. Manuals, RC Book, Tool Kits and First Aid kit.
 - vi. Copies of Bill of lading for the important equipments
 - vii. Fabrication certificate for the leak proof of tank.
 - viii. Technical documents with specifications in original for equipments supplied by the manufacturer and fitted in the vehicle.
 - ix. Payment received details for the chassis.
 - x. The copies of bill of lading, custom clearance certificate and other supportive import documentation has to be

submitted by the Bidder to the Client for verification

- **10% of the value of the bill will be retained by the Board as retention amount without any interests. The Bank Guarantee obtained towards chassis will be released proportionately with the payment for the machines supplied successfully.**
 - Out of 10% of the retention amount, 5% of the value will be made after successful running of the vehicles in Areas for a period of three months. The payment will be made only, after submission of all the following documents.
 - a. Satisfactory performance certificate issued by the respective user wings.
 - The remaining 5% of the retention amount will be retained in the hands of the Board without interest and this amount will be paid after the successful completion of the warranty period of three years from the date of last vehicle supplied. This amount may be forfeited to the Board wholly or in par at the discretion of the Engineer if in this opinion the Contractor fails to comply with the contract requirements.
4. The Contractor shall submit bills for payment within fifteen days after each delivery of the machine and the payment will be made within 30 days after the acceptance of the machines by the Inventory Control Manager (Materials) or his representative that the machines 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 paisa).

b) Payment for O&M contract

- a. The staffs who have been employed by the contractor will also have ESI & EPF number in their names. The contractor has to pay ESI & EPF contributions towards his/their staff every month. The copies of the remittance challans of the ESI & EPF contributions have to be submitted along with the bill for claiming the subsequent monthly payment. The Employee's contribution has to be deducted from his salary only and will not be reimbursed by the Board under any circumstances. Further payments will not be made in case of failure in adhering the procedure. Similarly, contribution / premium/tax etc. payable to any other statutory authorities will be remitted by the contractor directly, after registering with the respective departments.

9. Penalty are as under:

- a) In case the CONTRACTOR fails to supply and deliver any of the said materials within the time specified in the work order, he shall be liable to pay the Chennai Metropolitan Water Supply and Sewerage Board as and by way of penal levy. Notwithstanding the provision for the penal levy, the Purchase Manager (Materials) is empowered to exercise the risk purchase, when it is concluded that the Contractor 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 the Contractor 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, 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 Contractor.

- c) 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 Contractor.
- c) If the Purchaser is satisfied that the Contractor could not deliver as per the time schedule due to the reasons beyond the control of the Contractor, 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.
- d) of strike / lock out (or) to the time for recovery from the natural calamities.
- a) of strike / lock out (or) to the time for recovery from the natural calamities.

6. FORMS OF SECURITIES

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Employer.

- | | |
|-----------------|--|
| Annex A: | Draft Undertaking in Lieu Of E.M.D |
| Annex B: | Performance Bank Guarantee for supply |
| Annex C: | Performance Bank Guarantee for O&M |
| Annex D: | Indemnity Bond for safe operation and maintenance of vehicle |

Annexure A

DRAFT UNDERTAKING IN LIEU OF E.M.D

(To be furnished in non-judicial **e-stamp paper** of value not less than Rs.100/-)

THIS DEED OF UNDERTAKING EXECUTED AT _____ ON THIS
THE _____ DAY OF _____ TWO THOUSAND
_____ AND BY M/s. _____ a company registered
under companies Act 1956, having its registered office at _____ hereafter
called "Bidder" (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 No.1, Pumping Station Road, Chintadripet, Chennai – 600 002, Tamil
Nadu herein called the "CMWSSB"(which expression shall where the context so admits mean and
include its successors inoffice and Assigns).

WHEREAS the bidder is required to pay Earnest Money Deposit of Rs. _____ for
participation in the tender for "I " **AND**
WHEREAS the bidder is exempted from payment of EMD as per _____,
subject to the bidder 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 Bidder as mentioned
here under. **AND WHEREAS** in consideration of the acceptance by CMWSSB of the above
proposal, the bidder has agreed to pay to CMWSSB the said amount of
Rs. _____ in the event of:-

- i. Withdrawing in full or part of 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.
- i. Any information provided is found to be incorrect

NOW THE CONDITION OF THE above written undertaking is such that if the bidder 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 bidder undertakes not to revoke this guarantee till the contract is completed under the terms
of contract.

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

IN WITNESS WHERE OF THIRU

acting for and on behalf of the Bidder 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

Annexure B

PERFORMANCE BANK GUARANTEE FOR SUPPLY

1. In consideration of the President of India (hereinafter called the 'Government') having agreed to exempt [(hereinafter called the said Contractor(s)] from the demand, under the terms and conditions of an Agreement dated made between and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (Rupeesonly). We, (hereinafter referred (indicate the name of the Bank) to as "the Bank") at the request of [(contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office / Department / Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of

the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to, the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.
8. Dated theday of for (indicate the name of the Bank).

Annexure C

PERFORMANCE BANK GUARANTEE FOR O&M

9. In consideration of the President of India (hereinafter called the 'Government") having agreed to exempt [(hereinafter called the said Contractor(s)] from the demand, under the terms and conditions of an Agreement dated made between and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... (Rupeesonly). We, (hereinafter referred (indicate the name of the Bank) to as "the Bank") at the request of [(contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

10. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

11. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

12. We, (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office / Department / Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

13. We, (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of

the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to, the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

14. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
15. We,..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.
16. Dated theday of for (indicate the name of the Bank).

Annexure D
INDEMNITY BOND

I/We.....agree to provide services to maintain and operate the owned by CMWSSB at.....area, I do hereby indemnify the CMWSS Board, Chennai and do hereby solemnly affirm and I/ we sincerely state as follows.

I / We hereby authorise the driverto operate the bearing registration number with kl capacity

I / We hereby agree to operate the in the assigned CMWSS Board STP at the command of the Engineer in charge

I / We hereby agree to operate the with prescribed level of maintenance service, adjustments, settings, etc., and carry out the preventive maintenance including mechanical, technical, electrical and hydraulic circuit system of the unit and the chassis.

I / We hereby agree that it is My/Our responsibility to ensure adherence to Safety Norms in all aspects of the works especially while the is under operation and while carrying repairs/maintenance activities.

I / We shall not cause any damage to CMWSS Board or any private property during the above operations of In case of any damage/ accident occur, it is my/ our sole responsibility to rectify the same and such expenses shall be borne by me/ us.

I / We indemnify CMWSSB is not responsible for any accident/ losses/ damages arising out of this operations.

I / We agree that I / We are entirely responsible for any damage, repair, liability, loss of reputation, both to men and material

I / We agree that I / We will be responsible for all liabilities due to accidents or damages caused including loss of life of any public or employee of Board or contractor's employee

I / We agree that in case of minor/major accidents due to fault in vehicle the Board is not responsible for any legal or criminal action that may arise on the owner/driver/cleaner contracted for any reason and such action will not bind Metro water legally

I / We accept that Security of the shall be mine/our's responsibility and shall arrange to guard the same from theft/pilferage/vandalism till handing over the machine to the Board on completion of the contract period. In the event of any loss, I/We shall be responsible for the same. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the Me/Us at no cost to the Purchaser.

Myself / Ourselves and my / our successors in interest shall abide by the aforesaid declaration of this deed of indemnity.

The facts stated above are true and correct.

SIGNATURE OF THE APPLICANT

NOTARY PUBLIC

WITNESS:

- 1.
- 2.

7. Technical Specifications

(Refer volume II)

8.Bill of Quantities
Volume- III

Annexure- E
UNDERTAKING

ADDITIONAL CONDITIONS FOR THE CLEANING AND MAINTENANCE OF
SEWERAGE
SYSTEM (INCLUDING SEPTIC TANKS)

I / We aged
about.....Years, S/o.....
.....residing at
..... am /

are aware of the Tamil Nadu Government Gazette No.425, Part III – Section 1 (a) published on 12.08.2022 and the orders of the Government of Tamil Nadu vide G.O. (Ms) No.110, M.A.& W.S. (MA.2) Department, dated 12.08.2022, The Tamil Nadu Prohibition of employment as manual scavengers and their rehabilitation rules 2022, regarding the ban on manual scavenging and on the entry of sanitary workers into the sewerage system. I undertake to abide by the said directions of the Government Order (Ms) No. 110, MA & WS (MA.2) Department dated 12.08.2022 in this regard.

tion of employment as manual scavengers and their rehabilitation rules 2022, regarding the ban on manual scavenging and on the entry of sanitary workers into the sewerage system. I undertake to abide by the said directions of the Government Order (Ms) No. 110, MA & WS (MA.2) Department dated 12.08.2022 in this regard.

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Signature of the Contractor with seal.

**Annexure F
Medical Certificate**

[To be filled in by a registered medical practitioner appointed for the purpose by the State Government or person authorised in this behalf by the State Government referred to under sub-section (3) of Section 8]

1. Name of the applicant :

2. Identification marks :

(1).

(2).

3. (a) Does the applicant to the best of your judgment suffer from any defect of vision? If so, has it been corrected by suitable spectacle ?

Yes / No

(b) Can the applicant to the best of your judgment readily distinguish the pigmentary colours, red and green ?

Yes / No

(c) In your opinion, is he able to distinguish with his eye sight at a distance of 25 metres in good day light a motor car number plate ?

Yes / No

(d) In your opinion, does the applicant suffer from a degree of deafness which would prevent his hearing the ordinary sound signals ?

Yes / No

(e) In your opinion, does the applicant suffer from night blindness ?

Yes / No

(f) Has the applicant any defect or deformity or loss of member which would interfere with the efficient performance of his duties as a driver? If so, give your reasons in details.

Yes / No

(g)

Optional

(a). Blood group of the applicant (if the applicant so desires that the information may be noted in his driving licence).

(b). RH factor of the applicant (if the applicant so desires that the information may be noted in his driving licence).

Certificate of Medical Fitness

I certify that : -

(i) I have personally examined the applicant Shri/ Smt./Kum
.....

(ii) That while examining the applicant I have directed special attention to his / her distant vision,

(iii) While examining the applicant, I have directed special attention to his / her hearing ability, the conditions of the arms, legs, hands and joints of both extremities of the applicant, and

(iv) I have personally examined the applicant for reaction time, side vision and glare recovery (applicable in case of persons applying for a licence to drive goods carriage carrying goods of dangerous or hazardous nature to human life.)

and, therefore, I certify that, to the best of my judgment, he is medically fit / not fit

The applicant is not medically fit for the following reasons : -

Signature : -----

**Space for passport
size photograph of**

**1. Name and designation of the
of Medical Officer
the applicant.**

(Seal)

**2. Registration Number of Medical
Officer**

**Signature or Thumb impression
of the candidate**

Date:

Note : - The medical Officer shall affix his signature over the photograph affixed in such a manner that part of his signature is upon the photograph and part on the certificate.

DECLARATION

- i) I s/o
..... Proprietor / Partner / Director of
..... Do hereby declare and undertake as under :
- ii) That in the capacity of Contractor by M/s.
I will comply with the provisions of Contract Labour (Regulations & Abolition) Act, 1970 by obtaining a valid license under the Act and the Rules thereto and similarly under Factories Act wherever applicable.
- iii) & Abolition) Act, 1970 by obtaining a valid license under the Act and the Rules thereto and similarly under Factories Act wherever applicable.
- iv) I will pay the wages in accordance with the Minimum Wages Act to all my employees.
- v) The staffs who have been employed by me will also have ESI & EPF number in their names. I have to pay ESI & EPF contributions towards my staff every month. The copies of the remittance challans of the ESI & EPF contributions will be submitted along with the bill for claiming the subsequent monthly payment. Similarly, contribution / premium/tax etc. payable to any other statutory authorities will be remitted by me directly,
- vi) after registering with the respective departments.
- vii) I further declare and undertake that in case of any liability pertaining to my employees is to be discharged by the Principal Employer for my lapse, I undertake to reimburse the same or the Principal Employer is authorised to deduct the same from my dues as payable.
- viii) I will maintain the Registers and records about the Contract Labour employed under Section 29 of Labour (Regulation & Abolition) Act wherever applicable.
- ix) I will take insurance policy under Workmen Compensation Act to meet out any untoward incident until the contract labourers are issued with ESI card.
- ix) I will not employ any child labour in a house / worksite / Establishment / other places as per the Section 2 (ii) of the Child Labour (Prohibition and Regulation) Act 1976 (Child means, a person who has not completed his fourteenth years of age).

SIGNATURE OF CONTRACTOR