NATIONAL COMPETITIVE BIDDING

FOR

PERFORMANCE BASED CONTRACT FOR OPERATION & MAINTENANCE OF WATER DISTRIBUTION STATION, PIPELINE NETWORKS (PUMPING MAINS & DISTRIBUTION MAINS), HOUSE SERVICE CONNECTIONS AND ALLIED WORKS AT MACRO MARVEL WDS, MANAPAKKAM AND NANDAMBAKKAM WDS,SUNDAR NAGAR UGT FOR 5 YEARS IN AREA XII (PACKAGE - II)

CONTRACT NO: CNT/WSS/NCB/MWB/3693/ 2025-26

BID DOCUMENT

VOLUME - I

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS
CONTRACT AGREEMNT

SUPERINTENDING ENGINEER (CONTRACTS & MONITORING)
CHENNAI METROPOLITAN WATER SUPPLY & SEWERAGE BOARD
No.1, Pumping Station Road, Chintadripet, Chennai 600 002.
Telephone: 044 –29520299, 044- 28451300
E-mail : **secandm@gmail.com**

DETAILS OF TENDER

NAME OF WORK	**PERFORMANCE BASED CONTRACT FOR OPERATION & MAINTENANCE OF WATER DISTRIBUTION STATION, PIPELINE NETWORKS (PUMPING MAINS & DISTRIBUTION MAINS), HOUSE SERVICE CONNECTIONS AND ALLIED WORKS AT MACRO MARVEL WDS, MANAPAKKAM AND NANDAMBAKKAM WDS,SUNDAR NAGAR UGT FOR 5 YEARS IN AREA XII (PACKAGE - II)**
CONTRACT NO	CNT/WSS/NCB/MWB/3693/ 2025-26
PERIOD OF DOWNLOADING OF BID DOCUMENT	FROM: 20.11.2025 To 09.12.2025
DATE OF PRE-BID MEETING	25/11/2025
LAST DATE AND FOR SUBMISSION OF BID	UPTO 3.00 PM ON 09/12/2025
DATE AND TIME OF OPENING OF BIDS	10/12/2025 AT 3.30 PM
COMPLETION PERIOD OF CONTRACT	5 Years (60 Months)
OFFICER INVITING BIDS	SUPERINTENDING ENGINEER (CONTRACTS & MONITORING) CMWSS BOARD No.1, Pumping Station Road, Chintadripet, Chennai 600 002.
PLACE OF ONLINE OPENING OF TECHNICAL BIDS	OFFICE OF THE SUPERINTENDING ENGINEER (CONTRACTS & MONITORING) CMWSS BOARD No.1, Pumping Station Road, Chintadripet, Chennai 600 002.
ADDRESS FOR COMMUNICATIONS	OFFICE OF THE SUPERINTENDING ENGINEER (CONTRACTS & MONITORING), No.1, Pumping Station Road, Chintadripet, Chennai 600 002. Phone No. 044-2845 1300, 044-29520299, Extn. 254 Email : secandm@gmail.com

CONTENTS OF RFP DOCUMENT

Sl. No.	Description
1	**Volume I- Instruction to Bidders**
	Section 1: Notice Inviting Tender through e-tender
	Section 2: Instructions to Bidders
	Annexure I - Forms of Bid and Qualification Information
	Annexure II - Contract Agreement (General Contract Conditions, Special Conditions, Schedules, Performance Securities)
2	**Volume II – Specifications**
3	**Volume III- Bill of Quantities**
4	**Volume IV - Drawings**

SECTION 1: NOTICE INVITING TENDER THROUGH E-TENDER (NIT)

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

NATIONAL COMPETITIVE BIDDING

e-Bids are 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.	Performance Based Contract for Operation & Maintenance of Water Distribution Station, Pipeline Networks (Pumping Mains & Distribution Mains), House Service Connections and allied works at Macro Marvel WDS, Manapakkam and Nandambakkam WDS,Sundar Nagar UGT for 5 years in Area XII (Package - II) CNT/WSS/NCB/MWB/3693/ 2025-26	Rs.10.00 Lakhs	25.11.2025 At 11.30 a.m	09.12.2025 upto 3.00 P.m.	10.12.2025 after 3.30 P.m.
2.	Bids must be **submitted online only** through website https://tntenders.gov.in and the Bid documents will be available in website: https://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: **https://tntenders.gov.in** and e-bid submission is permitted through portal **https://tntenders.gov.in**. For all other details refer bid document in the website from **20.11.2025.**				

SUPERINTENDING ENGINEER

(CONTRACTS & MONITORING)

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

SPECIAL INSTRUCTIONS FOR SUBMISSION OF TECHNICAL BIDS

1. Bidders from India should, however, be registered with the Government of Tamil Nadu or other State Governments/Government of India, or State/Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders.For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website.

2. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website.

3. The Technical Bid shall be digitally signed using DSC token while uploading.

4. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on ……. (*website)*on or before ……. hours on …… (*date)*and the 'Technical Part' of the bids will be publicly opened 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 venue. The electronic bidding system would not allow any late submission of bids.

5. The bidders should submit the EMD / Bid security by online transfer only through Tamil Nadu Government eProcurement System portal.

6. All credentials including the Notarized copies of performance certificates and Bankers certificates enclosed for the bids should be identified as the documents submitted by the bidder over their signature with office seal

7. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.

8. 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.

9. Bidder should furnish all the details pertaining to the Qualification Criteria in Abstract Qualification Information and sign the declaration with full signature. If the space

available in the Table is insufficient, additional sheets may be furnished in the specified format separately with declaration.

10. The downloaded documents shall be properly submitted through online along with necessary documents without any additional cost.

11. 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.

12. All the rules and regulations of the Tamil Nadu Transparency in Tenders Act, 1998, 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.

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.

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A. General

Introduction

The Government of Tamil Nadu (GoTN), through its Finance Department is implementing the Chennai City Partnership (CCP) programme focusing on the institutional and financial changes that can drive significant improvements in the delivery of services in the fifteen administrative areas in the CMA that currently fall under the Greater Chennai Corporation (GCC). The Program - known as the Chennai Sustainable Urban Services Program–focuses on select urban services namely, municipal governance, urban mobility and water supply and services. It is being implemented as a Program-for-Results (PforR) operation of the World Bank. Under the Program, it is agreed that CMWSSB will achieve DLIs related to (i) improving service performance and operational efficiency; (ii) use of performance-based operator contracts;(iii) expansion of network coverage, household connections and regular water supply; and (iv) improve operations and maintenance cost recovery from user charges.

1. Scope of Bid

1.1. The Chennai Metropolitan Water Supply and Sewerage Board invites bids for the work of **"Performance Based Contract for Operation & Maintenance of Water Distribution Station, Pipeline Networks (Pumping Mains & Distribution Mains), House Service Connections and allied works at Macro Marvel WDS, Manapakkam and Nandambakkam WDS,Sundar Nagar UGT for 5 years in Area XII (Package - II)** (as defined in these documents and referred to as "the works") detailed in the table given in Invitation for Bids.

1.2. The successful bidder will be expected to complete the works and carry out Operation and Maintenance of components as specified in the Contract Agreement.

1.3. 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

2.1. The Project Capital Cost will be met out under Chennai City Partnership Sustainable Urban Services Program (CCP-SUSP) which is jointly funded by Government of Tamil Nadu and World Bank and Co-financed by AIIB. The O&M cost will be met out from Board fund.

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 provide in Annexure 1, Forms of Bid and all 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 Clause 33.

3.5. Bidders shall provide declaration of undertaking for Social and Environmental Responsibility in accordance with Clause 34

4. Qualification of the Bidder

4.1. To qualify for award of the contract, each bidder in its name should have performed/ executed the following financial year 2021 to 2025.

Sl. No	Qualification Criteria	Minimum Required Qualification
1.	**Financial Criteria:** Must have achieved the **annual financial turnover** in any one financial year during **2020-21 to 2024-25** not less than the amount given (Rs. in lakh).	Rs.1000 Lakhs
2.	**Technical Criteria: General Experience** Satisfactorily completed any single work of value not less than the amount given (Rs. in lakh) in the Water Sector (Or) Shall have experience under Contracts in the role of a prime contractor (single firm or JV member) or sub-contractor in Construction and/or Operation & Maintenance of Water Sector projects	Rs.500 Lakhs
3.	**Technical Criteria: O&M Experience** Shall have satisfactorily Operated and Maintained Water Supply System consisting of Water Distribution Stations /Distribution Networks / Water treatment Plant/ waste water/ treated water/ other water sector handling Operation and Maintenance works within as a single contract for minimum period of 6 continuous months	1 No

For item nos. 2 to 3 of the statement, the experience of the bidders as on date of bid submission will be considered for evaluation.

- Bidders or member of Consortium should not be in the list of ineligible firms published by the World Bank, available on https://www.worldbank.org/en/projects-operations/procurement/debarred-firms

- Any bidder (Individual/Joint Venture/Consortium) 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, International Funding agencies such as World Bank, KfW, JICA, ADB, etc. will be disqualified from participation in the tender. (Format enclosed)

Joint Venture/ consortium bids are acceptable

The Bid Security of a Joint Venture/ consortium shall be in the name of the Joint Venture/ consortium that submits the Bid. If the Joint Venture/ consortium has not been legally constituted into a legally enforceable Joint Venture/ consortium at the time of bidding, the Bid Security shall be in the name of any one of the members as named in the letter of intent.

- However, the Bid security of a Joint Venture/ consortium can also be submitted by the Lead Member of the Joint Venture/ consortium in his name.

Financial turnover and cost of completed works for previous years shall be given weightage of 8% per year based on rupee value to bring them to 2025-2026 price level and that will be considered for the qualifying criteria.

B. Minimum Personnel to be deployed by the Contractor:

To qualify for a package of contracts for which bids are invited, the bidder must demonstrate having availability of the key and critical equipment (Table C: Key and Critical Equipment) and key personnel (Table B: Minimum Personnel to be deployed by the Contractor with adequate experience to meet the aggregate of the qualifying criteria (as stated above) for the participating in this bid.

As part of the Technical Bid Submission the Contractor shall demonstrate the availability of the following minimum personnel to be deployed for this work:

B. <u>Minimum Personnel to be deployed by the Contractor</u>

Sl. No	Personnel	Qualifications	Area XII	
			Macro Marvel WDS, Manapakkam	**Nandambakkam WDS,Sundar Nagar UGT**
	Key Personnel			
1.	**Sr. Engineer (Operations)**	B.E. (Civil/ Mechanical/ Environmental) 7 Years experience in Water Supply Projects, Minimum 2 Years in O&M of 24X7 water supply operations, NRW reduction.	1	
2.	**Distribution Engineer**	Diploma(Civil/Mechanical) with 5 Years OR B.E.(Civil/Mechanical) with 2 Years experience in O&M of Water supply projects	1	
3.	**NRW Engineer/ Leakage reduction Engineer/ Water supply Pipeline Maintenance Engineer**	B.E. /Diploma (Civil/Mechanical) with 5 Year experience in NRW reduction or Experience in Leak Deduction, Water Balance assessment of Water Supply etc. Leakage reduction/ Leakage reduction related maintenance works in water supply projects or Similar relevant Experience	1	
	Support Personnel			
4.	Network Assistants/Valve men	ITI/10th Pass with 3 Years Experience in water supply projects	1	1
5.	NRW Technician	Diploma (Mechanical/Civil)/ ITI with 2 Years experience in NRW field works/Water Distribution Network Maintenance.	1	1
6.	Billing Supervisor	Any Graduate with 2 Years Experience in Billing & customer management	1	
7.	Meter Readers/Data entry	Any Graduate with 2 Years Experience in data entry	32	
8.	Pump Operators	ITI/ Diploma in Electrical/Mechanical with 3 Years field experience on	3	3

		Operation of pumps & Motors, Panel Board etc.,		
9.	Labours	Physically fit, strong for Earth work & cleaning of water assets	3	3
10.	Security	$10^{th}/8^{th}$Pass, with watch & Ward experience	1	1

The Bidder shall submit relevant CVs providing details of educational and experience criteria as defined above for the position mentioned under Key personnel as part of the bid by providing details in as per the Form V(1.7) and as per the CV Form – X.

C. Key and Critical Equipment

The bidder shall demonstrate the availability (either owned or leased or by procurement) of the following key and critical equipment for this work:

C. Key and Critical Equipment

Civil		
Earth Mover(J.C.B.)	1 no	0.5Cu.M.each
Trucks/Tippers/Dumpers	1 No	6-10Tonnes,each
Dewatering pumps	4 Nos	Various capacity
Mobile DG set	2 Nos	10KVA
Mechanical		
Chain Pulley Block	4Nos	5 T capacity
Tools and plants for jointing Pipes	4Nos	
Pipe cutting machinery	4Nos	
Drilling machine	4Nos	Upto16mmdrillsize
Pipe bending machine	2Nos	
Mechanical wrenches	4 Nos	
Set of torque wrenches for tightening flange joints up to1600NB	4Sets	
Electrical		
Earth Tester	4Nos	500V
Megger	4Nos	500V
Soil resistivity measurement kit	1No	Four peg method
Multimeter	4Nos	0-500VAC
		0-100AAC
		0-20ADC
		0-2000ADC
Set of Crimping Tool for all sizes of cables (Copper & Aluminium)	4 Sets	
Tong tester	4Nos	0-500A
Tester	4Nos	2KVHV

Clipon type Ammeter	4Nos	0-500A
Flow Meter Onsite Calibration Instrument	2 Nos	

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.6 (k) above to allow the Employer to review their proposals submitted as part of Technical Bid (Form XI). The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(b) Deleted.

(c) Deleted

D. Deleted

4.2. Joint Venture/ consortium is permitted in this tender. Only a maximum of 3 partners are allowed in a Joint Venture/ consortium.

(1) In respect of the Annual Average Turnover criteria of the Financial Criteria, The lead partner shall meet 100% of the Annual Turnover criteria or if the Annual Average Turnover criteria being jointly met by all the members of the consortium , the lead partner should meet not less than 50 % of the Annual Turnover Criteria and other partners should meet the balance 50% either jointly or severally. In case of Annual Turnover criteria being jointly met by all members of the consortium then the Net Worth criteria also shall be met by all members of the Consortium.

(2) In respect of qualification criteria towards sl.no 2 & 3 of the Qualification Criteria Table above , the bidders on his own (or) any member of the partners of the Joint Venture / consortium should have completed successfully the works specified, as stipulated in the bid document for which necessary documentary evidence should be produced to the satisfaction of CMWSS Board as per the formats provided in Annexure 1.

Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria. However, the experience of the bidder to the extent of work done as a sub-contractor in past and duly certified by the owner of the Project will be considered.

4.3. Bid Capacity Criteria:

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than or equal to 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, this will be treated as non-responsive and the next lowest responsive bidder will be considered for the price evaluation and so on

Assessed Available Bid capacity = (A*N*1.5 - B)

where

A = Maximum value of engineering works executed in any one year during the last five years (updated to **2025-26** 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 – 60/12 years

B = Value at **2025-26** price level, of existing commitments and on-going works to be completed during the next 60 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.

In case of the Bidders / Joint Venture/ consortium Partners who formed part of Joint Venture/ consortium in the past including ongoing works, the references A & B would be determined based on the details for such partners who undertook / proposed to undertake physical execution of the works and in proportion to their participation in such joint ventures / consortiums.

The assessed bid capacity of each of the Joint Venture/ Consortium partners should be more than the required bid capacity. The required bid capacity for Joint Venture/ consortium partners would be determined on the basis of their participation in the Joint Venture/ consortium for the purpose of this tender.

However, to qualify for the Bid capacity requirement, the lead partner should meet not less than 50% of the required Bid capacity and other partners should meet individually not less than 25% of the Bid capacity requirement. However, all the partners should collectively meet 100% of the Bid capacity requirement.

4.4. 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/Debarring 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. A self-declaration to this effect in the form of affidavit in Rs.100/- e-stamp paper duly notarized to be provided. (Format enclosed)

- The Bidder should be financially solvent and should not be at risk or have any pending cases by its creditors for initiation of any Corporate Insolvency Resolution Process (CIRP) or any liquidation proceeding before the National Company Law Tribunal (NCLT). The financial status of the company in this regard is to be certified by a Third Party Chartered Accountant.

All bidders shall provide in **Annexure-1 Forms of Bid and Qualification** Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.5. Pre-qualification was not undertaken for this contract.

4.6. All bidders shall include the following information and documents with signature of the authorized person with seal before uploading in their bids in ANNEXURE 1:

Sl.No	Description	Remarks (Yes/No)
a	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	
b	Total monetary value of construction work performed for each of the qualifying period	
c	Experience in works of Water Sector 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.	
d	Major items of construction equipment proposed to carry out the Contract	
e	Qualifications and experience of key personnel , other technical personnel, support staff as per the requirement stated above and that of ESHS personnel in handling environmental, health and safety (ESHS) issues.	
f	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	

Sl.No	Description	Remarks (Yes/No)
g	Authority to seek references from the Bidder's bankers.	
h	Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);	
i	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	
j	Proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed)	
k	The proposed methodology and program of O&M/ construction including Environmental and Social Management Plan as indicated in this tender documents , backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. (Refer Form XI)	
l	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	
m	The credentials to meet the qualification criteria as mentioned in the Table provided in clause 4. shall be from the client /Employer. No Self-certification will be accepted	
n	The bidder shall comply to ESHS requirements listed in Contract Agreement provided in Annexure II of this Volume	
o.	Code of Conduct for Contractor’s personnel (ES) form	

4.7. Bids submitted by a Joint Venture/ consortium of two or three firms as partners shall comply with the following requirements:

[a] the bid shall include all the information listed in Sub-clause 4.2 and 4.3 above;

[b] the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;

[c] one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

[d] the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/

consortium and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;

[e] all partners of the Joint Venture/ consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];

[f] The Joint Venture/ consortium agreement should indicate precisely the role of all members of Joint Venture/ consortium in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of Joint Venture/ consortium should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;

[g] The Joint Venture/ consortium agreement should be registered in **Chennai as per the Registration Act, Rules & conditions and Registration Department** before execution of the contract agreement so as to be legally valid and binding on partners; and the registration fee as prescribed by the government for the registration of the **Joint Venture/ consortium agreement shall be borne by the bidder**. **Registration of the Joint Venture/ consortium agreement required to be done only by successful bidder before execution of the agreement**.

[h] a copy of the Joint Venture/ consortium Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture/ consortium Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

4.8. One Bid per Bidder

4.8.1. Each bidder shall submit only one bid for one package either individually or as a partner in a Joint Venture/ consortium subject to clause 22. A bidder who submits or participates in more than one Bid that have been permitted or requested will cause all the bids with the Bidder's participation to be disqualified.

4.8.2. ***The Same bidder/ Consortium shall be permitted to submit Bid for other Packages (total 4 package) provided they submit different CVs for the Key Personnels for different packages .Incase of same bidder emerging as L1 in more than one package then the bidder/Consortium shall be awarded only maximum of Two (2) packages, provided the CVs submitted for the Key personnel are not same for the Two (2) packages which are considered to be awarded.***

4.9. Cost of Bidding

4.9.1. 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.

4.10. Site visit

4.10.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

Certificate from the concern Area Engineer/Superintending Engineer for having visited the site of work for this contract should be uploaded along with the Bid.

5. Clarification of Bidding Documents

5.1. 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 upto the specified date after the Pre Bid Meeting. 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 6. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

5.2. Pre-bid Meeting

5.2.1. 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, No.1, Pumping Station Road, Chintadripet, Chennai 600 002 on 25.11.2025 at 11.30 a.m.

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

5.2.3. 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.

5.2.4. 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 6 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.

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

6. Amendment of Bidding Documents

6.1. Before the deadline for submission 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

6.2. 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.

6.3. 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 the due date for submission of bids, in accordance with Clause 16 below.

B. Preparation of Bids

7. Language of the Bid

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

8. Documents comprising the Bid

8.1. The bid submitted by the bidder shall comprise the following:

Technical Bid

(a) Bid Security.
(b) Technical Bid;
(c) Qualification Information Form and Documents;
(d) Joint Venture/ Consortium Agreement
(e) Power of Attorney of Authorised Signatory
(f) CVs of Key personnel
(g) Approach and Methodology

Financial Bid

(a) The financial Bid Covering letter & Price bid Summary (Form VI A and B)
(b) Priced Bill of quantities (as per Volume III)

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

8.2. Deleted.

9. Bid Prices

9.1. 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.

9.2. The bidder shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works 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.

9.3. 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.

9.4. The rates and prices quoted by the bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of the Contract Agreement

10. Currencies of Bid and Payment

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

11. Bid Validity

11.1. Bids shall remain valid for a period not less than (180 days) **one hundred and Eighty days** after the deadline date for bid submission specified in Clause 16. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

11.2. 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 240 (Two **hundred** and Fourty) 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.

11.3. The contract is subjected to price adjustment.

11.4. 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.

12. Bid Security

12.1. The Bidder shall furnish, as part of his Bid, a Bid security for an amount of **Rs.10.00 Lakh**. The bidders should submit the Bid security by online transfer only through Tamil Nadu Government e-Procurement System **and shall be keep the Bid Security valid for a period not less than 8 months from the Bid Due date**. The Bidder shall submit scanned copy of online transaction statement towards Bid Security as part of Technical Bid. In case of Joint Venture/ consortium, the Bid Security shall be in the names of any one of the members as named in the letter of intent.

12.2. Deleted

12.3. Any bid not accompanied by an acceptable Bid Security shall be summarily rejected by the Employer.

12.4. 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 Sub-clause 11.2 shall be refunded after the initial bid validity based on written request from the bidder. Employer shall pay no interest on the bid security.

12.5. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security/ies.

12.6. The Bid Security may be forfeited

a. if the Bidder does not accept the correction of the Bid Price, pursuant to Clause27; or

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
   i. furnish the required Performance Security; or
   ii. sign the Agreement.

12.7. The Bid Security may be forfeited

(a) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 25; or

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
(i)furnish the required Performance Security; or
(ii)sign the Agreement.

12.8. Bidders cannot withdraw their bid after opening of Technical bid opening during the period of bid validity.

13. Alternative Proposals by Bidders

13.1. Alternative proposal will not be considered.

14. Format and Signing of Bid

The Bidder shall prepare the documents comprising the bid as described in Clause 8 of these Instructions to Bidders, along with the Form of Bid.

14.1. 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 by a DSC token**.

14.2. 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.

14.3. 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.

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

15. Submission of Bids:

15.1. Procedure **for E- submission**

(i) 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

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

(iii) Bidder then should login to the site using user id and the corresponding passwords.

(iv) The e-token that is registered should be used by the bidder and should not be misused by others.

(v) 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.

(vi) 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 the corrigendum published before submitting the bids online.

(vii) 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.

(viii) The bidder should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.

(ix) 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.

(x) The bidders should submit the EMD/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.

(xi) 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.

(xii) The bidder should submit the bid documents by online mode through the site (https://tntenders.gov.in)

(xiii) 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 PDF format should not be changed or converted to any other format while submitted in the online bidding.

(xiv) The online bidding super scribed as "Price Bid "contains Price Bid Documents.

(xv) 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.

(xvi) 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.

(xvii) 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.

(xviii) 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.

(xix) 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.

(xx) 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.

(xxi) 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.

(xxii) 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.

15.2. Deleted

15.3. Deleted

15.4. The Technical Bid shall contain the digitally signed document using DSC token 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

(iv) Letter of Tender / Contractor's Bid with 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 Biding

(viii) Latest Income Tax Clearance Certificate and GST 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) Details of Construction Equipment proposed for the execution of the works and makes.

(xii) Details of manpower proposed for the Project Management and Site Management including qualification and experience of the personnel.

(xiii) Work methodology and plan.

(xiv) Bar Chart and PERT charts for the execution of the works

(xv) Confirmation of performance guarantee and Defects Liability Period in accordance with Contract Agreement.

(xvi) Confirmation of the commercial terms and conditions. **There shall be no reference to the price**

(xvii) List of concurrent commitments including a schedule of contracts under execution including values, percentage of works completed and the schedule date of completion of the work.

(xviii) A self-declaration stating that there is no Disqualification/Debarring 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.

(xix) Any other technical details

15.5. **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.

15.6. Price Bid shall contain the Bill of Quantities.

16. Due date for Submission of the Bids

16.1. The bidders are requested to upload all related documents through e-tendering online system to the tender inviting authority well before 15.00 hrs. on 09.12.2025.

16.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 6, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

17. Late Bids

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

18. Modification of Bids

18.1. Bidders are not allowed to withdraw their bids after deadline for submitting the bid.

18.2. Deleted

18.3. No bid may be modified after the deadline for submission of Bids.

18.4. Modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Sub-Clause 11.1 above or as extended pursuant to Clause 11.2 may result in the forfeiture of the Bid security pursuant to Clause 12.

19. Bid Opening – Technical Bids

19.1. 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 3.30 PM on the date and the place specified in Notice Inviting Tender through E-Tender. The financial parts of the bids shall remain un-opened 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.

19.2. Deleted

19.3. Deleted

19.4. The Employer shall prepare minutes of the Bid opening, including the information such as Name of the Bidder, EMD/Bid Security remitted disclosed to those present.

20. Process to be Confidential

20.1 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.

21. Clarification of Bids

21.1 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 25.

21.2 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, it should do so in writing.

21.3 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.

22. Examination of Technical Bids- Responsiveness of the Bid

22.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4; (b) has been properly digitally signed using DSC token including document uploaded by CMWSSB; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

22.2 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.

22.3 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.

23. Qualification of the Bidder

23.1 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 Clause 4, Qualification Criteria.

23.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 4. 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.

23.3 If a Bidder does not meet the qualifying criteria specified in Clause 4, 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.

23.4 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.

24. Public Opening of Financial Bids

24.1 The Financial Part of the 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.

24.2 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.

24.3 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.

24.4 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.

25. Evaluation of Financial Bids - Correction of Errors

25.1 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.

25.2 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-Clause12.6.

26. Evaluation and comparison of Bids:

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 22 and as per Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000.

26.2 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 25;

26.3 Deleted

26.4 The estimated effect of the price adjustment conditions during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

26.5 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 with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 30 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.

27. Award of Contract

27.1 Subject to Clause 28, 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(L1), 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.

27.2 Deleted

27.3 Incase of same bidder emerging as L1in more than one package then same bidder shall be awarded only maximum of Two (2) packages provided the CVs submitted for the Key personnel (As per Form V 1.7) are not same for the Two (2) packages which are considered to be awarded.

28. Employer's Right to accept any Bid and to reject any or all Bids

28.1 Notwithstanding Clause 27, 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.

29. Notification of Award and Signing of Agreement

29.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by confirmed by letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the

Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Performance Securities in accordance with the provisions of Clause 30.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. On payment of the performance security (as per Clause 30.1 within 15 days of receipt of the Letter of Acceptance) 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.200/- and produce it back to the Employer. The Employer will then prepare complete set of documents 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.

29.4 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.

30. Performance Security payable at Chennai

30.1 Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount as per Clause 30.5 plus additional security for unbalanced Bids in accordance with Clause 26.5 of ITB and as per Clause on Securities under Article 5 of DCA.

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 Annexure III A & B

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.

30.2 The performance security of a Joint Venture/ consortium shall be in the name of Joint Venture/ consortium. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized / Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

30.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

30.4 Deleted

30.5 Performance Security during Construction Period shall be @ of 25 lakhs for one year and the Performance Security for O&M period shall be @ 25 lakhs for 5 Years.

Performance Security for O&M period shall be submitted validity for three years and to be renewed for next 2 years prior to expiry of initial validity period.

Release of PS

i. Construction Period Performance Security shall be released within 30 days of completion of Defect Liability Period (DLP)

ii. O&M period Performance Security shall be released within 60 days from completion of the contract period

31. DELETED

32. Adjudicator

32.1 **Standing Grievance Redressal Committee (SGRC)**

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:

i. Controller of Finance

ii. Internal Auditor

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.

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.

32.2 **Adjudicator**

32.2.1 The Employer will appoint the 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.

33. Fraud and Corrupt Practices

33.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

33.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the

LOA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

33.3 For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

vi. The project is financed by The World Bank and the Bidders are required to comply with the applicable guidelines (available at the following link): https://ppfdocuments.azureedge.net/3682.pdf).

34. Social and Environmental Responsibility

(a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and international environmental treaties and;

(b) implement any environmental and social risks mitigation measures as elaborated in the environmental and social management plan (ESMP) as detailed in Schedule of Contract Agreement enclosed to this document

ANNEXURE I: FORMS OF BID AND QUALIFICATION INFORMATION

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FORM -I: TECHNICAL BID/CONTRACTOR'S BID

LETTER COMPRISING THE TECHNICAL BID

To,

_____

_____

Sub: "Performance Based Contract for Operation & Maintenance of Water Distribution Station, Pipeline Networks (Pumping Mains & Distribution Mains), House Service Connections and allied works at Macro Marvel WDS, Manapakkam and Nandambakkam WDS,Sundar Nagar UGT for 5 years in Area XII (Package - II)

Dear Sir,

1. With reference to your RFP document dated _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid and in Section 2 is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
    a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
    b. I/ We do not have any conflict of interest in accordance with the terms of RFP document; and
    c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice, as defined in Clause 33 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 33 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

e. I/We agree to abide by the "Guidelines on preventing and combating fraud and corruption in program-for-results financing dated February 1, 2012 and revised July 10, 2015 published by the International Bank for Reconstruction and Development (IBRD).

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 28 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Average Annual Turnover and Net Worth criteria and meet(s) all the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

(a) The Statement of Legal Capacity duly signed, is enclosed. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided in Form VII and VII B respectively of the RFP, are also enclosed.

(b) I/We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements as specified in the RFP documents.

15. I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity, and Financial Capacity of those of its Members who shall, for the

period of 36 (thirty six) months from the date of commercial operation of the Project, hold equity share capital not less than26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

16. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. I/ We understand that the Selected Bidder shall incorporate the Concessionaire as a new Company under Companies 2013 prior to the execution of the Concession Agreement.

18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the Bidding Documents carefully and also surveyed the project Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

21. I/We offer a Bid Security of **Rs.** _____ **(Rupees** _____ **only**) to the Authority in accordance with the RFP Document.

22. The Bid Security is submitted through online transfer on e-procurement portal or in the form of Bank Guarantee (*strikeout whichever is not applicable*).

23. Deleted.

24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

25. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the

Project cost and implementation of the Project.

26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

27. I We agree and undertake that upon receipt of LOA, we shall submit the Construction Period Performance Security for an amount of Rs. _____ (Rupees _____only), as required under the LOA for executing the Contract Agreement. And shall submit the O&M Period Performance Security within 15 days of executing the Contract Agreement

28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

29. I/ We certify that in terms of the RFP, my/our Networth is Rs. …….. (Rs. in words)

30. I/ We certify that in terms of the RFP, my/our Average Annual Turnover is Rs. …….. (Rs. in words)

31. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

32. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date
Place

Yours faithfully,
(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

FORM-II: DETAILS OF BIDDER

1. (a) Name:

   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.

   (b) A copy of the Joint Bidding Agreement as per the Form VIII, should be attached to the Bid.

   (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role of the Consortium Member*	Percentage of equity in the Consortium

   * The role of each Member, as may be determined by the Bidder, should be indicated in the respective column

   (d) The following information shall also be provided for each Member of the Consortium:

6. Name of Bidder/ member of Consortium:

No	Criteria	**Yes**	No
1	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2	If the answer to 1 is yes, does the bar subsist as on the date of		

	Bid		
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		
4.	Is the bidder or member(s) of consortium in the list of ineligible firms published by the World Bank, available on https://www.worldbank.org/en/projects-operations/procurement/debarred-firms		

A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

FORM -III: ABSTRACT INFORMATION ON QUALIFICATION CRITERIA

Sl. No.	Qualification Criteria		Details of the work indicating the Contract No., Value, Date of Completion, total continuous period of O&M period etc. of the work cited	Page No. of Tech. Bid	Name of the Client/ Officials who issued the Certificate with Contract details such as address, Telephone Number and Cell Number	Head of the Organization with complete contact address, Telephone Number, email address, etc
1.	**Financial Criteria :** a. Must have achieved the **annual financial turnover** in any one financial year during **2020-21 to 2024-25** not less than the amount given (Rs. in lakh)	Rs. 1000 Lakhs				
2.	**Technical Criteria: General Experience** Satisfactorily completed any single work of value not less than the amount given (Rs. in lakh) in the Water Sector **(Or)** Shall have experience under Contracts in the role of a prime contractor (single firm or JV member) or sub-contractor in Construction and/or Operation & Maintenance of Water Sector projects	Rs.500 Lakh.				

Sl. No.	Qualification Criteria		Details of the work indicating the Contract No., Value, Date of Completion, total continuous period of O&M period etc. of the work cited	Page No. of Tech. Bid	Name of the Client/ Officials who issued the Certificate with Contract details such as address, Telephone Number and Cell Number	Head of the Organization with complete contact address, Telephone Number, email address, etc
3	**Technical Criteria: O&M Experience** Shall have satisfactorily Operated and Maintained Water Supply System consisting of Water Distribution Stations /Distribution Networks / Water treatment Plant/ waste water/ treated water/ other water sector handling Operation and Maintenance works within as a single contract for minimum period of 6 continuous months	**1 No**				

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 email, Telephone numbers, Mobile numbers etc.

Signature of the bidder with Seal

Name and Title of the Signatory

FORM-IV: FINANCIAL CAPACITY OF THE BIDDER

(In Rs. Lakhs)

Bidder type	Average Annual Turnover of the last Five years (in Rs. Lakhs)	Net Worth of the immediately preceding Financial Year (in Rs. Lakhs)
(1)	(4)	(5)
Single entity Bidder		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		

- Name & address of Bidder's Bankers:
- A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.
- The Bidder should provide details of its own Financial Capability or of an Associate.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (Five) years preceding the Bid Due Date. The financial statements shall:
   a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
   b) be audited by a statutory auditor;
   c) be complete, including all notes to the financial statements; and
   d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Average Annual Turnover shall mean the simple average of the operating revenue of the bidder for preceding five financial years.
3. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after

deducting the aggregate value of the accumulated loses, intangible assets, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and reserves arising out of amalgamation.

4. Year 1 will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year.

5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted as per the format FORM VIII

6. The Bidder shall also provide the name and address of the Bankers to the Bidder.

7. The Bidder shall provide an Auditor's Certificate specifying the Average Annual Turnover and net worth of the Bidder and also specifying the methodology adopted for calculating such Average Annual Turnover and net worth.

FORM - V: Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of pre-qualification as provided for in Section 2: Instructions to Bidders. This information will not be incorporated in the Contract. In case of the Consortium, and if the Annual Turn Over Criteria is being met jointly by the members of the consortium members then Separate forms shall be prepared and submitted for each of the Consortium Members which meets the Financial qualification criteria

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.Lakhs).

(Please refer Sl.No.1a of sub clause 4.1)

Sl. No	Year	Financial turnover (Rs. in Lakhs) *	Page No. of Technical Bid
1	2020-2021		
2	2021-2022		
3	2022-2023		
4	2023-2024		
5	2024-2025		

Net Worth of the immediately preceding Financial Year (Rs. in Lakhs) *	Page No. of Technical Bid

**Attac*
h Certificate from Chartered Accountant along with Audited Balance Sheet.

Signature of the bidder with Seal

Name & Title of Signatory

1.3. Water Sector Experience: Works performed by the Bidder /Satisfactorily completed any single work of value not less than Rs. 500 lakh in the Water Sector (or) Shall have experience under Contracts in the role of a prime contractor (single firm or JV member) or sub-contractor in Construction and/or Operation & Maintenance of Water Sector projects of value not less than Rs. 500 lakh.:- (Please refer Sl.No. 2 at clause 4.5A of Instructions to Bidders (General))

Project Name	Name of the Employer*	Description of work	Agreement / Contract No. and Date	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay, if any and work completed	Credentials at Page No. of Tech. Bid

***** *Enclose relevant certificate(s)/completion Certificates from Engineer(s)- in- charge for the respective project.*

* *On-going project with 80% of the project by value is completed, with 80% of the project value equivalent to Rs. 500 Lakhs shall be considered*

* *The experience of the bidder to the extent of work done as a Sub contractor in the past and duly certified by the owner of the Project will be considered*

Signature of the bidder with Seal

Name & Title of Signatory:

IMPORTANT NOTE

- ✓ Bidders are requested to furnish the Credentials in support of details of Qualification Information furnished above giving reference to the page numbers of the credentials enclosed to the Technical Bid.
- ✓ The certificates / credentials not mentioned in the above statement will not be considered for evaluation towards satisfying the qualification criteria

- ✓ **In case of Consortium, please provide separate forms for each of the Consortium Member**

1.4. O&M Experience: Shall have satisfactorily Operated and Maintained Water Supply System consisting of Water Distribution Stations / Distribution Networks / Water treatment Plant/ other water sector related Operation and Maintenance including O&M's for waste water/treated water within as a single contract for minimum period of 6 continuous months: (Please refer Sl.No.3 at clause 4 of Instructions to Bidders (General))

Project Name	Name of the Employer*	Description of O&M work	Agreement / Contract No. and Date	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion of o&m period	Actual date of completion*	Actual completed continuous o&m period*	Remarks explaining reasons for delay, if any and work completed	Credentials at Page No. of Tech. Bid

* *The item of Work for which data is requested should fully satisfy with that specified in ITB Sl No.3 of clause 4*

***** *Enclose certificate(s) from Engineer(s) - in -charge and shall clearly state the start date and end date of the o&m contract period and details of the scope of work etc.*

* *The experience of the bidder to the extent of work done as a Sub contractor in the past and duly certified by the owner of the Project will be considered.*

Signature of the bidder with Seal

Name & Title of Signatory

IMPORTANT NOTE

- ✓ Bidders are requested to furnish the Credentials in support of details of Qualification Information furnished above giving reference to the page numbers of the credentials enclosed to the Technical Bid.
- ✓ The certificates / credentials not mentioned in the above statement will not be considered for evaluation towards satisfying the qualification criteria

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 (Please refer Clause 4.3 of Instructions to Bidders (General))

A) Existing commitments and on-going works

Description of work	Place and state	Contract No. & Date	Name and Address of the Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed *(Rs.Lakhs)	Anticipated date of completion.	Page No. of Technical Bid
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of the Bidder

Name & Title of Signatory

IMPORTANT NOTE

- ✓ Bidders are requested to furnish the details separately giving reference to the page number Technical Bid in which the credential are available.

B) Works for which Bids already submitted

Description of work	Place and State	Name & Address of Employer	Estimated Value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any	Page No. of Technical Bid
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature of the Bidder

Name & Title of Signatory

IMPORTANT NOTE

- ✓ Bidders are requested to furnish the details separately giving reference to the page number Technical Bid in which the credential are available.

1.6. The following items of Contractor's Equipment are essential for carrying out the Works. The Bidder should list all the information requested below. Refer Table Key and Critical Equipment of the Instruction to Bidders.

Item of equipment	Requirement		Availability Proposals
	Nos.	Capacity	Owned/ leased/ to be procured
Civil			
Earth mover(J.C.B.)	1 no	0.5 Cu.M Each	
Trucks/tippers/dumpers	1 No	6-10 Tonnes,each	
Dewatering pumps	4 Nos	Various capacity	
Mobile D.G Set	2 Nos	10KVA	
Mechanical			
Hydraulic mobile crane	1Nos	Boom height 6m (20 T)	
Chain Pulley Block	4Nos	5 T capacity	
Tools and plants for jointing pipes	4Nos		
Pipe cutting machinery	4Nos		
Drilling machine	4Nos	Upto16mm drill size	
Pipe bending machine	2 Nos		
Mechanical wrenches	4 Nos		
Set of torque wrenches for tightening flange joints up to1600NB	4Sets		
Electrical			
Earth Tester	4Nos	500V	
Megger	4Nos	500V	
Soil resistivity measurement kit	1No	Four Peg method	
Multimeter	4Nos	0-500 VAC	
		0-100 A AC	
		0-20 A DC	
		0-2000A DC	
Set of Crimping Tool for all sizes of cables (Copper & Aluminum)	4 Sets		
Tong Tester	4Nos	0 -500 A	
Tester	4Nos	2KVHV	
Clipon type Ammeter	4Nos	0 -500 A	
Flow Meter Onsite Calibration Instrument	2 Nos		

Signature of the Bidder
Name & Title of Signatory

IMPORTANT NOTE

- ✓ Bidders are requested to furnish the details separately giving reference to the page number Technical Bid in which the credential are available.

1.7. Qualification and experience of key personnel proposed for Technical, Administration and execution of the Contract. Attach biographical data/CVs. Refer the table Minimum Personal to be deployed by the contractor also to sub-clause 4.1 B.

Position(Please Insert additional Rows in case of Multiple Person under same position)**Position**(Please Insert additional Rows in case of Multiple Person under same position)	**Name**	**Qualifications**	**Total Years of Experience**	**Years of Relevant experience**
Key personnel				
1. Senior Engineer (Operations)				
2. A. Distribution Engineer (Manapakkam)				
B. Distribution Engineer(Nandambakkam)				
3. NRW Engineer/ Leakage reduction Engineer/ Water supply Pipeline Maintenance Engineer				
Support Personnel	**Total Number of Person Agreed for deployment**	**Qualifications**	**Years of Experience**	**Confirmation on Deployment (Yes/No)**
4. Network Assistants/Valve men				
5. NRW Technician				
6. Billing Supervisor				
7. Meter Readers/Data entry				
8. Pump Operators				
9. Labours			N/A	
10. Security				

Name & Title of Signatory

Signature of the Bidder

Note:

(1) CVs to be enclosed for all three Key Personnel/ Positions and shall be provided for each person under each of the above-mentioned positions as per the CV format enclosed in Form V

(2) As per the minimum staffing requirement for key personnel as stated in the RFP, if a position demands independent personnel for each of the WDS's. then the bidder shall assign independent Key personnel for the same

(3) Incase of bidder participating in multiple packages apart from this bid, for key personnel positions the bidder shall not be permitted to submit the same CVs for the other packages. If same CVs are submitted it will be considered for only one package and rest shall stand disqualified.

1.8. Proposed subcontracts and firms involved.

Sections of the works	Value of subcontract	Subcontractor (name and address)	Experience in Water Sector work
			`

Signature of the Bidder

Name & Title of Signatory

IMPORTANT NOTE

- ✓ Bidders are requested to furnish the details separately giving reference to the page number Technical Bid in which the credential are available.

1.9. 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.

1.10. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents. (*Sample format enclosed)*

1.11. Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.12. Information on litigation history in which the Bidder is involved.

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

1.13. Deleted

1.14. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. (Refer ITB Clause 4.1 and 4.3(k) including preparation of Environmental, Social, Health and Safety (ESHS) Methodology.

2. JOINT VENTURE/ CONSORTIUM

2.1. The information listed in 1.1 to 1.11 above shall be provided for each partner of the Joint Venture/ consortium

2.2. Deleted

2.3. Attach the power of attorney of the signatory (i.e.,) of the bid authorizing signature of the bid on behalf of the Joint Venture/ consortium as per the format provided in Form VII and VII B

2.4. Attach the agreement among all partners of the Joint Venture/ consortium (and which is legally binding on all partners) which shows the requirements as indicated in sub-clause 4.2 of the instruction to bidders . The Joint Bidding Agreement for Consortium shall follow the format provided in Form VIII

2.5. Furnish details of participation in the Joint Venture/ consortium as below

DETAILS OF PARTICIPATION IN THE JOINT VENTURE/ CONSORTIUM

PARTICIPATION DETAILS	FIRM 'A' (Lead Partner)	FIRM 'B'	FIRM 'C'
Financial			
Names of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			

3. ADDITIONAL REQUIREMENTS

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

IMPORTANT NOTE

- ✓ Bidders are requested to furnish the **INFORMATION ON LITIGATION HISTORY IN WHICH THE BIDDER INVOLVED and DETAILS OF PARTICIPATION IN THE JOINT VENTURE/ CONSORTIUM** in the format prescribed separately along with full signature and Seal.

FORM-VI A: LETTER COMPRISING THE FINANCIAL BID

(NOT TO BE SUBMITTED IN THE TECHINCAL BID)

To,

_____

_____

Sub: **"**Performance Based Contract for Operation & Maintenance of Water Distribution Station, Pipeline Networks (Pumping Mains & Distribution Mains), House Service Connections and allied works at Macro Marvel WDS, Manapakkam and Nandambakkam WDS,Sundar Nagar UGT for 5 years in Area XII (Package - II**)**

Dear Sir,

1. With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority/Employer will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Contract Agreement and its Schedules/related documents, our own estimates of costs and after a careful assessment of the project areas/ site and all own the conditions that may affect the overall Project cost and implementation of the Project.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 240 (Two hundred and Forty) days from the Bid Due Date specified in the RFP.

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

FORM -VI B : BID PRICE SHEET

(To be uploaded on to the Portal as a BOQ Excel file – Price Bid Abstract enclosed)

Date:

To,

_____

_____

Sub: Performance Based Contract for Operation & Maintenance of Water Distribution Station, Pipeline Networks (Pumping Mains & Distribution Mains), House Service Connections and allied works at Macro Marvel WDS, Manapakkam and Nandambakkam WDS,Sundar Nagar UGT for 5 years in Area XII (Package - II)

Contract No : CNT/WSS/NCB/MWB/3693/ 2025-26

Dear Sir,

We have gone through the RFP and having fully understood the Scope of Work for the Project as set out in the RFP, we are pleased to submit the following Financial Proposal:

BoQ format as enclosed

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP.

Date: Yours faithfully,

Place: (Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

PRICE BID SUMMARY/ BOQ ABSTRACT

PRICE BID SUMMARY/ BOQ ABSTRACT		
Sl. No	**Description**	**Amount (Rs.)**
	Operation and Maintenance of WDS, Pipeline Networks (Pumping Mains & Distribution Mains), House Service Connections and allied works	
I	**CAPITAL COST**	
A	For First Year	
II	**O&M Cost**	
A	For First Year	
B	For Second Year	
C	For Third Year	
D	For Fourth Year	
E	For Fifth Year	
	Base Cost, Rs	
	GST @ 18%	
	Grand Total, Rs.	
Total in words,		

Note:

i. The above-mentioned abstract shall be as per the Detailed BOQ to be filled in Excel in the financial bid Part of e procurement portal.

ii. The Details of BOQ Excel format which are uploaded in e-portal are furnished in Volume III of this RFP document for reference purposes and the same should not be uploaded as part of Technical Bid submission.

iii. The BOQ abstract format provided above shall be filled, signed, scanned and uploaded only on to the Portal (Financial Bid) as a Pdf File & Not to be submitted in the Technical Bid.

FORM-VII: POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of …….. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the _____ Project proposed or being developed by the ……..... (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2….

For_____

(Signature, name, designation and address)

of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarised

Notarised

Person identified by me/personally appeared before me

/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date_____

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal*

affixed in accordance with the required procedure.

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM-VII B: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the …….. ("the Authority") has invited Bids from interested parties for the_____ Project (the "Project").
Whereas,_____ and _____

(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and
Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
We, ……..having our registered office at …….., M/s. ……..having our registered office at ……..,
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s…….. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.
AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF …….2..…

For …….
(Signature, Name & Title)
For …….
(Signature, Name & Title)

For …….
(Signature, Name & Title)
Witnesses:
1.
2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

FORM-VIII :JOINT BIDDING AGREEMENT FOR CONSORTIUM

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {…… Limited, and having its registered office at ……} (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, having its registered office at ……} and (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

(A) _____, established under the _____Act, represented by its _____ and having its principal offices at _____ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No. …… dated ……(the "RFP") for award of contract for _____ (the "Project").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, the Consortium members shall nominate their Lead Partner/

Lead Member of the Consortium for entering into a Contract Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:
(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the execution of the Contract Agreement;
(b) Party of the Second Part shall be {_____}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

   i. require any consent or approval not already obtained;

   ii. violate any Applicable Law presently in effect and having applicability to it;

   iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

   iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

   v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

   This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Execution of the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1. This Joint Bidding Agreement shall be governed by laws of {India}.

8.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:
(Signature)
(Name)
Designation)
Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:
(Signature)
(Name)
Designation)
Address)

In the presence of:
Witness:
1.

2.

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

FORM - IX: Issue of Notice to proceed with the work

(Letterhead of the Employer)

————— (Date)

To

——————————————— (Name and address of the Contractor)

_____

_____

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 30 and signing of the contract for the construction of ————— @ a Bid Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

FORM - X: Curriculum Vitae of Key Personnel

<table>
<tr><td>1.</td><td>Proposed Position</td><td>:</td><td></td></tr>
<tr><td>2.</td><td>Name of Firm</td><td>:</td><td></td></tr>
<tr><td>3.</td><td>Name of Expert</td><td>:</td><td></td></tr>
<tr><td>4.</td><td>Date of Birth</td><td>:</td><td>MM/DD/YYYY</td></tr>
<tr><td>5.</td><td>Nationality</td><td>:</td><td></td></tr>
<tr><td>6.</td><td>Area of Specialization</td><td>:</td><td></td></tr>
<tr><td>7.</td><td>Educational Qualifications</td><td>:</td><td>
<table>
<tr><td rowspan="2">Board /University/ Institution</td><td rowspan="2">Examination Passed</td><td colspan="2">Month & Year</td><td rowspan="2">% Marks obtained/ CGPA</td></tr>
<tr><td>From</td><td>To</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
</table>
(Mention in the order of recency)
</td></tr>
<tr><td>8.</td><td>Membership of Professional Associations</td><td>:</td><td>-</td></tr>
<tr><td>9.</td><td>Other Training</td><td>:</td><td>-</td></tr>
<tr><td>10.</td><td>Countries of Work Experience</td><td>:</td><td>India</td></tr>
<tr><td>11.</td><td>Employment Record</td><td>:</td><td>
<table>
<tr><td>Name of employing organization</td><td>Positions held</td><td>Length of Experience</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
(Starting with present position, list in reverse order every employment held.)
</td></tr>
</table>

(Add more rows to mention relevant projects for the key personnel.)

Certification:

i. I am willing to work on the assignment and I will be available for entire duration of the Assignment as required.

ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place..... (Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Notes:

1. Use separate form for each Key Personnel

2. The CV shall be signed in by both the Personnel concerned and by the Authorized Representative of the Bidder along with the seal of the Bidder or only by the Authorized Representative of the Bidder along with the seal of the Bidder accompanied necessarily by an e-mail confirmation from the key personnel.

3. E-mail confirmation should contain the Name of the Key Personnel, RFP No., Name of the Assignment, Name of Client, and position for which he/she is proposed along with certification as follows:

Certification:

i. I am willing to work on the assignment and I will be available for entire duration of the Assignment as required.

ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

FORM XI: APPROACH AND METHODOLOGY

The bidders should undertake their own studies and furnish with this bid, detailed construction planning and methodology supported with layout and necessary drawings and calculations, with reference to the scope of work provided in this RFP document. The proposed methodology shall also cover the Operation & Maintenance components, including strategies to achieve the performance targets, KPI's etc. the A&M shall also address the Environmental and Social Management Plan as indicated in this tender documents. All proposals/A&M components shall be backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per the scope and technical specifications within the stipulated period of completion as per milestones.

FORM XII: FORMAT FOR DECLARATION BY THE BIDDER FOR DEBARMENT/ BLACKLISTING

CLAUSE 4.1 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 hereby confirm that our firm has not been in the list of ineligible firms published by the World Bank, available on https://www.worldbank.org/en/projects-operations/procurement/debarred-firms

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/ 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		

(Signature, name and title of authorized signatory)

APPENDIX I TO TECHNICAL PART

Environmental and Social, Health Management Strategies and Implementation Plans

Environmental Management Plan shall include Mitigation measures to avoid, minimize, mitigate and manage the potential impacts, and Environmental Monitoring Plan, to ensure Compliance to Environmental Guidelines, and standards of GoTN/GO. Suitable provision shall be provided based on the project to be decided by Tender Inviting Authority (however, (i) essential for all works and any related activities supported under SUSP. Screening can be used to decide on the impacts/risks).

With Technical Proposal, the Bidder shall prepare and submit brief Management Strategies for key aspects such as (these below or other key environmental aspects, as applicable to the work/activity)

1. Waste Management Plan (including Construction & Demolition Wastes, Solid Wastes, Plastics, Sludge, Slurry, E-Waste, Hazardous Waste, Batteries etc.)
2. Traffic Management Plan and Community Health and Safety Management Plans
3. Pollution Prevention and Management Plan

The EMP, strategies and plans shall describe in detail the actions, materials, equipment, management processes, etc. that will be implemented by the Contractor, and its subcontractors. Kindly refer Schedule on ESMP provided as part of Contract Agreement.

All National /State Environmental Regulations shall be followed by the consultant/vendor as the case may be; and applicable permits / clearances shall be arranged before start of project activities.

APPENDIX II TO TECHNICAL PART

Code of Conduct for Contractor's Personnel (ES) Form

Note to the Bidder:

- ✓ **The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified**. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.
- ✓ The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel"** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;

b. wearing required personal protective equipment;

c. using appropriate measures relating to chemical, physical and biological substances and agents; and

d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;

7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);

11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract,*

another individual designated by the Contractor to handle these matters] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or

2. Call [ ] to reach the Contractor's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Attachment on the applicable Labour Laws.

Attachment to develop site specific mitigation Plans for community health and safety.

Appendix III: SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

CLAUSE 4.6 (h) OF ITB

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

ANNEXURE II - CONTRACT AGREEMENT