

CHENNAI METRO RAIL LIMITED

Tender No: CMRL/MEP/WATER TREATMENT PLANT/01/2017

Date – 08.08.2017



Tender for “SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF WATER TREATMENT PLANT (80 KLD) FOR THE BOREWELL WATER AT CMRL ADMIN / DEPOT AND PROVIDING O&M SERVICES FOR 2 YEARS INCLUDING ALL REQUIRED CONSUMABLES”.

Chennai Metro Rail Limited
(A JV of Govt. of India and Govt. of Tamil Nadu)
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu,
Chennai – 600107
Tamilnadu

TABLE OF CONTENTS

Sl. No.	Description	Page Nos.
1	Notice Inviting Tender	03-04
2	Section – I General Guidelines	05-06
4	Section – II Procedure for Tender Submission & Evaluation	07-12
5	Section- III General Terms & Conditions of Contract	13-15
6	Section- IV Special Terms & Conditions of Contract	16
7	Section - V Eligibility Criteria	17
8	Section-VI Scope of Work	18-20
9	Annexure- A Technical specification & compliance sheet	21
10	Annexure- B Price schedule	22
11	Annexure- C Performance Statement	23
12	Annexure- D Vendor Details	24
13	Annexure- E Proforma for Performance Bank Guarantee Bond	25-28
14	Annexure-F Tentative Drawing	29-30



CHENNAI METRO RAIL LIMITED

Notice inviting Tender

Tender Notice No: CMRL/ MEP/WATER TREATMENT PLANT/01/2017

CMRL invites tender under **Two Bid System**, from reputed suppliers of Water Treatment Plant for **“SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF WATER TREATMENT PLANT (80 KLD) FOR THE BOREWELL WATER AT CMRL ADMIN / DEPOT AND PROVIDING O&M SERVICES FOR 2 YEARS INCLUDING ALL REQUIRED CONSUMABLES”**. The key details are as follows:-

<i>Sl. No.</i>	<i>Particulars</i>	<i>Details</i>
1.	<i>Name of the Work</i>	<u>“Supply, installation, erection & commissioning of water treatment plant (80 KLD) for the bore well water at CMRL Admin/Depot and Providing O&M Services For 2 Years Including all required Consumables”</u> :-
2.	<i>Packet Details</i>	Packet –A: 1. Envelope -I: Payment receipt of Tender document / DD for downloaded tender 2. Envelope-II: Earnest Money Deposit 3. Envelope-III: Technical Bid & Qualifying Eligibility Criteria Documents Packet-B: Financial Bid - Price schedule
3.	<i>Estimated cost</i>	Rs. 38,25,000/- (Rupees – Thirty Eight Lakh and Twenty Five Thousand)
4.	<i>Earnest Money Deposit</i>	Rs. 40,000/- (Rupees- Forty Thousand Only).
5.	<i>Performance Security</i>	Performance Security will be 10% of the value of the contract/P.O.
6.	<i>Bid Validity</i>	Offers shall be valid for a period of 180 days from the date of acceptance of P.O.
7.	<i>Date of commencement of sale of Tender document</i>	08.08.2017 at 10:00 Hrs.
8.	<i>Last date of sale of Tender Document</i>	07.09.2017 at 17:00 Hrs.
9.	<i>Due date of submission of Tender</i>	07.09.2017 at 15:00 Hrs.
10.	<i>Date and Time of Opening of Tender (Technical Bid)</i>	07.09.2017 at 15:30 Hrs.

11	<i>Date of Pre-bid Meeting</i>	22.08.2017 at 15:00 Hrs. Venue : Chennai Metro Rail Limited , Admin Building, CMRL Depot, Poonamallee High road,(Adj. to Koyambedu Metro Station) Koyambedu, Chennai – 107
12	<i>Authority and place for purchase of Tender Document, seeking clarifications, submission of completed Tender Documents and opening of Tender Documents.</i>	Joint General Manager(RSO) Chennai Metro Rail Limited, Admin Building, CMRL Depot Poonamallee High Road, Koyambedu, Chennai – 600 107, Tamil Nadu. Tel: 044-23792000, Fax:23792200 Email id – mgrmep@cmrl.in
13	<i>Bidders barred from bidding for this work</i>	Those who are single or JV under suspension, debarred, black-listed, by GOI, GOTN, PSUs, Metro Rail Corporations, CMRL or whose contracts were terminated as on date of submission of bid are not eligible to apply for this supply tender.
14	<i>Cost of Tender Documents</i>	<ol style="list-style-type: none"> 1. For Hard Copy: Rs.5000/- (Indian Rupees Five Thousand only) include TNVAT, non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. 2. For soft Copy: Rs.4000/- (Indian Rupees Four Thousand only) including TNVAT, non-refundable and payable in the form of Demand Draft in favour of “CHENNAI METRO RAIL LIMITED”. The Tender Documents can be downloaded from CMRL website www.chennaietrail.org

With regards,

JGM (RSO)
For & on behalf of CMRL

Section -I
General Guidelines

1	The Tender is for <u>“Supply, installation, erection & commissioning of water treatment plant (80 KLD) for the bore well water at CMRL Admin/Depot and providing O&M services for 2 years including all required consumables”:-</u>
2	Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be numbered, Signed and Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized signatory of the bidder for which an authorised letter on company letter head shall be enclosed. All Tender and supporting documents to be serially numbered and binded neatly before submission. Do not keep any lose papers.
3	Each Bidder shall submit only one tender either by himself or as a partner in a joint venture or as a consortium. If a Tenderer submits, or if any one of the partners in a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid. Submission of more than one tender shall lead to disqualification.
4	Bidders should provide all the required Techno-Commercial & associated information and attach supporting documents as mentioned in the tender document duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever asked.
5	For any queries from the bidder, the same may be clarified in the pre-bid meeting. No extension of any deadline will be granted, if CMRL does not respond to any query or does not provide any clarification. All queries related to this tender should be written and submitted a day prior to the pre-bid meeting.
6	Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and Techno-Commercial Evaluation will be carried out only on the basis of submissions received by CMRL as per the date / time of the tender submission schedule. However, CMRL may ask for any supplementary information, if required.
7	Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked Techno-Commercial / Financial capabilities. Bidders will not be considered for further tender process, if they have a poor performance record such as abandoning works, not following statutory requirements, Financial failure etc. CMRL reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder’s performance.
8	Separate “Techno-Commercial” and “Financial” bids are required to be submitted as per the Tender conditions.
9	Bidders should note that CMRL will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right/t of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of CMRL
10	Bidders will not be considered in the tender process, if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if any held with CMRL) and Performance Security (if any available). Further, the bidder may be blacklisted for participation in any future tender(s) of CMRL.
11	The financial bid of the technically qualified bidders only will be opened and the firm dates of opening of financial bids will be intimated only to the technically qualified bidders separately.

12	Bidders are requested to remain in touch with CMRL Website www.chennaietrorail.org for any kind of latest Information, Addendum, etc. Regarding the tender.
13	If the tenderers want to mention any specific condition, it should be clearly mentioned on the covering/forwarding letter only, and which shall be placed on the first page of the technical bid. Any special conditions mentioned in any other document will not be given any consideration.
14	In the event of the contractor backing out/violation of the contract in the midway without any explicit consent of CMRL, the contractor will be liable for the recovery of higher rates vis-a-vis contracted rates, which may have to be incurred by CMRL on procurement of said item by alternative means.
15	It shall be the responsibility of the tenderer to ensure that his tender reaches the designated officer before the deadline of submission. Any tender brought by any person / courier or any tender received through post after the scheduled deadline by the designated officer will not be considered. Bidders are advised to send their sealed bid preferably by courier/post or in person at the address stipulated in NIT in S.no. 12. CMRL will not be responsible for any postal delay.
16	If due to any exigency, the due date for opening of tender is declared closed holiday, in such case the tenders will be opened on next working day at the same time or any other day/time as intimated by the CMRL.
17	The authorised representatives, who intend to attend the tender opening meeting and pre – bid meeting, are to bring with them authority letter or company identity proof from the corresponding tenderers . In case of non-submission of authority letter or company identity proof, the concerned representative will not be allowed to attend the tender opening meeting & pre-bid meeting.

Section - II

PROCEDURE FOR TENDER SUBMISSION & EVALUATION

2.1 PURCHASE OF TENDER DOCUMENT:

- a. The cost of tender document will be as mentioned in the key details of Notice inviting tender **S.no. 14 at pg. 04.**
- b. **Mode of payment:**-The payment for the cost of bid document can be made through a crossed demand draft issued by a scheduled bank of INDIA, payable to “**Chennai Metro Rail Limited**” at Chennai
- c. **Schedule for tender document sale:**- The sale timings of the bid document will be 10.00 hr. to 17.30 hr. excluding lunch recess from 13.30 hr. to 14.00 hr. on all working days. The sale of document will be closed at 17.30 hr.as per schedule stipulated vide NIT. You are requested to purchase the tender document at the following address:-

Chennai Metro Rail Limited,

Admin Building, CMRL depot, Poonamallee High Road,
(Adj. to Koyambedu Metro Station), Koyambedu Chennai – 107

OR

1. **CMRL website:** - www.chennaiemr rail.org for downloading soft copy.

2.2 BID SECURITY (EMD - EARNEST MONEY DEPOSIT):

- i. The EMD shall be made payable without any condition to the CMRL. A demand draft in favour of “**Chennai Metro Rail Limited**” issued by a scheduled **Public Sector Bank** payable at Chennai should be submitted along with the bid as bid security, for the amount of **Rs. 40,000/- (Rupees - Forty Thousand Only).**
- ii. All tenderers should submit EMD along with the bid documents. Any bid document submitted without the EMD in the approved form will be summarily rejected. **No interest is payable for the EMD amount.**
- iii. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity or latest on or before the 30th day after the award of the contract.
- iv. The successful bidder’s bid security will be returned after signing of contract by bidder & receipt of Performance Bank guarantee.
- v. EMD shall stand forfeited, if bidders:-
 - a. Revokes or cancel their tender after submission or vary any terms thereof without the consent of the CMRL.
 - b. Changes/varies any terms and conditions mentioned in P.O. thereof without the consent of the CMRL.

2.3 SUBMISSION OF OFFERS:

- i. This is a two bid packet open tender (packet – A & B). Tenderers have to submit their offer in two different packets. Following are the details for the two covers:-

Sr.no.	Particular	Description
1.	Packet-A	<u>Envelope – I – Payment receipt of Tender document / DD for downloaded tender.</u> This envelope shall consist of following:- Payment (in the form of crossed DD) for the cost of the tender document, when downloaded from the CMRL official website.
		<u>Envelope – II- EMD</u> <u>Earnest Money Deposit:</u> EMD as mentioned in the tender document at <u>clause- 1.2</u>
		<u>Envelope – III – Techno-commercial documents</u> This envelope shall consist of the technical compliance sheet as specified vide “ <u>Annexure –A</u> ” and relevant documents as per the qualifying eligibility criteria specified in “ <u>section – V</u> ”. <u>The technical bid received without qualifying eligibility criteria documents, will not be considered for further evaluation and will be summarily rejected</u>
2	Packet-B	<u>Envelope –I – Price Bid</u> a. This envelope shall consist of financial bid in the format as given vide “ <u>Annexure –B</u> ” b. In case, if tenderer's bid disqualifies technically, bidders’ unopened financial proposal will be returned in sealed condition.

The bidder shall seal all the envelopes in packets A & B. Outer cover containing both the two packets shall be super-scribed as **TENDER FOR SUPPLY, INSTALLATION, ERECTION AND COMMISSIONING OF WATER TREATMENT PLANT (80 KLD) FOR THE BOREWELL WATER AT CMRL ADMIN / DEPOT AND PROVIDING O&M SERVICES FOR 2 YEARS INCLUDING ALL REQUIRED CONSUMABLES,** bear the tender number & last date of submission on top left corner **and** addressed to the CMRL at the address given in the Invitation of Tender

- ii. Unsealed bids will be summarily rejected. Offers (packets/envelopes) shall be sealed as per the instructions mentioned above.

2.4 TENDER VALIDITY:-

The tender shall remain valid and open for acceptance for a period of **180 days** from the date of financial bid opening. In exceptional circumstances, prior to the expiry of the tender validity period, CMRL may request the bidders for a specified extension in the period of tender validity. The request and the response thereto shall be made in writing. Bidders have the option to accept or reject the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender but will be required to extend the validity of the period of the EMD correspondingly as per the prevailing rates and conditions of the purchase order.

2.5. TENDER OPENING& EVALUATION PROCESS:-

The received tenders will be processed by Tender Evaluation Committee constituted by CMRL:-	
<u>Opening of Packet-A</u>	
a.	On opening of the main Tender cover , it will be checked whether it contains the Packet -A (Envelope I to III) & Packet - B, <ul style="list-style-type: none"> a. The envelope - I & II of Packet –A i.e., payment/receipt of tender document purchase and EMD will be checked for compliance. In case, if the requirement is not met the further process of evaluation will not be taken up for such tenderer. b. Envelope-III will be opened only when the EMD & payment/receipt of tender document purchase is submitted by the bidder as mentioned above and found in order.
b.	Then Envelope-III: Technical Compliance sheet will be opened in the presence of bidders or their representatives who choose to attend on the date and time as mentioned in tender document. It will be checked by the Committee, if the required documents have been submitted. If the submitted documents do not meet the tender requirements, then the Commercial Bid of the said bidder may not be considered for further processing.
c	CMRL shall read out and prepare a record of the tender opening that shall include as a minimum: Bidders names, designation, authority letter, any such other details as the CMRL may consider appropriate, will be announced by the CMRL at the opening.
d	CMRL tender Committee will examine the technical compliance sheets and qualifying criteria documents for technical suitability of the offers.
	The determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidences.A Bid shall be considered responsive only if: <ul style="list-style-type: none"> a. It is received as per formats (Packet-A) & (Packet-B), b. It is received by the Bid Due Date including any extension thereof, c. It is signed in all pages and, sealed, d. It is accompanied by the Annual turnover, Experience certificate e. It contains all the <u>information, Annexure and documents (complete in all respects)</u> as requested in this Tender document and/or Bidding Documents(in the formats same as those specified); f. It contains a copy of the receipt for payment towards the cost of this Document. It is accompanied by requisite Tender cost and EMD amount in the form of Bank Demand Draft drawn on any Public Sector Bank / by Bank Guarantee from any Public Sector Bank. g. It should not be a conditional Bid & qualifying criteria documents should be enclosed. h. CMRL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained.
f	Such bids which clear the “Test of responsiveness” at Para mentioned above will be called “responsive bids” and only “responsive bids” shall be considered for evaluation. Evaluation of Bids shall be done by CMRL through a committee comprising of members as per the eligibility criteria stipulated in section – V in the tender document. No Bidder

	shall have the right to challenge the decision of the Committee
g	While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees/ representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.
h	To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
i	The sealed Financial Bid will be kept in the safe custody of CMRL and will be opened on a later date after evaluation of Techno-Commercial bids. Financial Bid of all Techno-Commercially qualified bidders who qualify the Techno-Commercial Evaluation will be opened on the date and time intimated to all such eligible bidders separately.
j	<u>Financial bid will be opened only of those bidders, who will be qualified in the technical evaluation.</u>
<u>Opening & evaluation of Packet-B</u>	
k	CMRL shall read out and prepare a record of the Financial Bid opening that shall include, as a minimum: the name of the Bidders representative organization name, Tender Price. The Bidder's representatives who are present shall be requested to sign the record.
l	The CMRL will examine the Tenders for their completeness in every aspect as mentioned in the tender document.
m	The prices should be quoted in Indian Rupees with delivery of item at CMRL failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account
n	If any variation arises between the Unit Rate and the corresponding quoted Total Cost, then the Unit Rate will prevail for calculation of the Total Cost
o	In case of any discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
p	Price should be quoted as per price schedule attached at <u>Annexure –B</u>
q	<u>Evaluation of Financial bid</u> <i>The evaluation will be done based on L1 price (Total amount for supply, installation and commissioning at respective site, including taxes. (As explained in Annexure-B).</i>
r	CMRL reserves the right to accept or reject any tender without assigning any reason thereof at any stage. It is open to CMRL to alter the conditions of the tender schedule in appropriate cases in the interest of CMRL. No representations will be entertained in the matter of selection of the L1.

2.6. OTHER TENDER CONDITIONS:-

a.	CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
b.	All tenders, documents and other information submitted by the bidders to CMRL shall become the property of CMRL. Bidders shall treat all information furnished as strictly confidential. CMRL will not return any submission.
c.	The tender is not transferable under any circumstances.

d.	Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
e.	Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
f.	Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case, CMRL may forfeit the Earnest Money Deposit submitted with the tender.
g.	CMRL may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
h.	Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
i.	The quantity of items to be supplied mentioned in this document is only indicative and may be reduced or enhanced of the quoted quantity (on each category) based on the requirement of CMRL during the bid validity period.

2.7. **AWARD OF TENDER:-**

a.	<p>CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ol style="list-style-type: none"> i. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto. ii. Consult with any Bidder in order to receive clarification or further information. iii. Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or iv. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
b.	CMRL will award the contract to bidder whose tender has been determined to be substantially responsive, Techno-Commercially and financially suitable, complete and in accordance with the tender document.
c.	<p>Responsive bid is one that conforms to all the terms, conditions, and Specifications of the tender Documents without material deviations, exceptions, objections, conditionality or reservation,</p> <p><u>Non responsive bids are:-</u></p> <p>CMRL may reject the tender that is considered to be substantially non responsive to the requirements, such indicative list is as follows and the same is not an exhaustive list:</p> <ol style="list-style-type: none"> i) Incorrect or shortage or fraudulent EMD/tender security. ii) Fraudulent qualification relating to proposal. iii) Fraudulent or incomplete credentials. iv) Incomplete technical proposal. v) Major inadequacy in technical offer. vi) Non submission of documents as stipulated in qualifying criteria in “<u>section – V</u>”
d.	CMRL’s determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by CMRL in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
e.	In case, two or more Techno-Commercially qualified bidders quote the same amounts in the Financial Bid/Commercial Bid which is the Lowest (L1), then the tender would be

	awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
f	After selection, a purchase order (P.O) shall be issued by CMRL to the Selected Bidder and the Selected Bidder shall, within seven (07) days of the receipt of the P.O, sign and return the duplicate copy of the P.O in acknowledgement thereof. In the event the duplicate copy of the P.O duly signed by the Selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, will forfeit the Earnest Money Deposit of such Selected Bidder on account of failure of the Selected Bidder to acknowledge the P.O. It is clarified that in case the Selected Bidder refuses to accept the P.O, it will be debarred from participating in the bidding process for similar future license/contract of CMRL for a period of five (5) years.
g	After acknowledgement of the P.O as aforesaid by the Selected Bidder, The Contractor (Selected L1 Bidder) shall be required to submit a Performance Deposit 10% of total purchase order value.

2.8. PERFORMANCE SECURITY:-

a.	<p>i. To ensure due performance of the contract, Performance Security is to be given from only Public Sector Bank by the successful bidder awarded to the contract.</p> <p>ii. Performance Security will be 10% of the value of the contract. Performance Security may be furnished in the form of an account payee demand draft payable in Chennai from Public Sector bank, bearing “Chennai Metro Rail Limited” name, irrevocable bank guarantee deemed in a prescribed form.</p> <p>iii. <i>Within 28 days of the receipt of notification of award from the Customer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the bidding documents.</i></p> <p>iv. Performance Security should remain valid for a period of 02 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations. No interest will be paid for the Performance Security during the validity</p> <p>v. The proceeds of the performance security shall be payable to the CMRL as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.</p> <p>vi. If the successful Bidder fails to furnish a Performance Security, then the Earnest Money Deposit shall be liable to be forfeited by the Customer.</p>
b.	<i>Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the EMD.</i>

Section-III
General Terms and conditions

1.	The bidder shall not assign, transfer, pledge or subcontract the <u>Supply, installation, erection & commissioning of water treatment plant (80 KLD) for the bore well water at CMRL Admin/Depot and providing O&M services for 2 years including all required consumables.</u>
2.	CMRL reserves the right to accept / reject any or all Bids without assigning any reason thereof.
3	<p>Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Contractor:</p> <p>a. In the event of unsatisfactory service, or any failure or default at any time on the part of the Contractor to carry out the terms and provisions of the agreement to the satisfaction of the CMRL (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the CMRL under this Agreement or otherwise, the CMRL reserve the right to make any substitute arrangement in any manner, it may deem fit at the cost and risk of the Contractor.</p> <p>b. The Contractor agrees to make good all cost and expenses, if any incurred by the CMRL for making the substitute arrangements referred to above.</p>
4	<p><u>CONFIDENTIALITY:</u></p> <p>a. It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the commercial terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.</p> <p>b. In addition to the above, during the Term of this Agreement, the Contractor acknowledges that all information, data, material, etc., shared by CMRL with the Contractor, shall be regarded as part of confidential information by the Contractor.</p>
5.	<p><u>WORK DURATION:</u></p> <p>The works should be delivered, installed & commissioned and handed over to CMRL within 60 days from the date of receipt of Work order, in the CMRL designated premises:-</p>
6.	<p><u>PAYMENT TERMS:</u></p> <p>100% payment would be released through RTGS/NEFT within thirty days on receipt and acceptance of items and the completion of commissioning and testing against the following documents:</p> <p>a. Original invoice duly signed by the authorized signatory.</p> <p>b. Warranty/Guarantee certificate for the items supplied</p> <p>c. Installation and Commissioning certificate duly certified by CMRL Representative</p> <p>d. Dealership or Manufacturer Authorisation certificate. Item Acceptance Certificate duly signed and sealed from authorized representative of respective department in CMRL after delivery of all the items in full quantity and work as mentioned in Work Order.</p> <p>e. PAN Card number, Bank Account details, Bank address & RTGS details of the Agency are to be forwarded along with the Invoice.</p> <p>In case if you are registered under MSME Act, 2006, the copy of the registration certificate to be provided.</p>

12	CMRL may offer piecemeal works other than the scheduled works as and when circumstances warrant, which shall be fulfilled by the contractor. CMRL will pay as per the accepted rates.
13	<p><u>PENALTY:</u></p> <p>a. Penalty will be levied to the successful bidder, in case of delay from bidder side.</p> <p>b. Any delay due to administrative reasons of CMRL, the successful bidder will not be penalized and the same has to be supported by the authorized representative of CMRL on valid grounds with documentary evidence for delays.</p> <p>c. In case of delay on the side of successful bidder, following penalty will be levied: The applicable rate is 1% per week and the maximum deduction is 10% of the Work Order Value. As soon as maximum penalty charges reached, CMRL will initiate action for termination of the contract and seizure of Performance Security.</p>
14	<p><u>LANGUAGE :</u></p> <p>The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.</p>
15	<p><u>FORCE MAJEURE</u></p> <p>In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (purchaser/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.</p>
16	<p><u>RESOLUTION OF DISPUTES & ARBITRATION:</u></p> <p>In the event of any dispute or difference whatsoever arising under this contract or in connection there with including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by CMRL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation (Amendment) Act 2015. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold delay or defer its obligations, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.</p>

17	<p><u>CORRUPT PRACTICES:</u> The Bidder shall not offer or give or agree to give to any person in the employment of the Customer or working under the orders of the Customer any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Customer or Government for showing any favour or for bearing to show disfavour to any person in relation to the contract or to any other contract with the Customer or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code,1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Customer to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 12</p>
18	<p><u>LAWS GOVERNING THE CONTRACT:</u> This contract shall be governed by the Laws of India for the time being in force irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. The court of jurisdiction is Chennai. The English language shall be the official language for all purposes</p>
19	<p><u>AMENDMENTS</u> Any changes or modifications to this contract can only be made by a written amendment mutually signed by both the parties.</p>

Section-IV
Special Conditions of the Contract

1.	The special conditions of contract contained herein shall be supplemented to the General Conditions of the contract. In the event of any conflict or inconsistency between them, Special conditions of the contract will supersede the General conditions of the contract
2.	<u>WARRANTY & GUARANTEE:</u> 1. 24 months of warranty / Guarantee / DLP (<i>applicable from the date of acceptance by CMRL</i>) should be given in the form of certificate indicating the warranty period along with the terms & conditions for the Warranty / Guarantee / DLP. 2. Supplier is required to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defects. Any goods repaired or replaced by the supplier shall be delivered at the CMRL premises without costs to the CMRL.
3.	<u>SUPPLY OF ITEMS:</u> The number of items and works to be supplied is indicative only and the same may be varied during the period of bid validity period. The number of items may increase or decrease during the bid validity period. The bidders should provide the item as per the rate quoted in the bid based on the requirement of CMRL in case of increase or decrease during the bid validity period.

Section-V
Eligibility Criteria to qualify in the Techno-commercial Bid Process

Sl. No.	Criteria	Documents to be submitted
1.	Average annual financial turnover during last 3 financial years should be 30% of estimated cost, i.e. Rs. 11, 47,500/- (Rupees – Eleven Lakh and Forty Seven Thousand and Five Hundred Only).	Certified audited Financial Statement for the year 2016 - 2017 2015 – 2016 2014 - 2015
2.	<p><u>Work Experience:-</u> During last 3 years ending last day of month previous to the one in which applications are invited bidder should have any one of the following experiences:-</p> <p>a. The bidders should have successfully completed three similar works costing not less than the amount equal to 40% of estimated cost, i.e. Rs. 15,30,000/- (Rupees. Fifteen Lakhs and Thirty Thousand Only). OR.</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of estimated cost, i.e. Rs. 19, 12,500/- (Rupees Nineteen lakh and twelve thousand and five hundred only). OR.</p> <p>c. One similar completed works costing not less than the amount equal to 80% of estimated cost, i.e. Rs. 30, 60,000/- (Rupees Thirty Lakh and Sixty Thousand Only).</p>	Purchase Order from the concerned firm.
3.	<p><u>Technical Compliance Sheet:-</u> The agency should submit the brochure for the quoted product & technical compliance statement as annexed in Annexure -A. If any deviation is there between the required & quoted item, same should be mentioned clearly.</p>	
4.	<p><u>Dealership/manufacturer authorisation certificate:-</u> Bidders shall submit the dealership/manufacturer authorisation certificate shall be provided by the bidders for supplied items.</p>	
5.	<p><u>Similar Work defines “ Supply, Installation and Commissioning of Water Treatment Plant for the minimum capacity of 80KLD including all the subsystems mentioned in Scope of Work”</u></p>	

Note:-

- i. A performance statement as mentioned in *Annexure-C*, giving a list of at least 3 major customers in India in last 3 years, giving details of the customer's name and address, order no. and the date and the quantity supplied and whether the supply was made within the delivery schedule, and date of commissioning, number of years in service, and number of failures. Purchase order of past performance to be enclosed. If purchase order / letter of award is not enclosed bid would be rejected.
- ii. The bidders who do not comply as per the eligibility criteria stipulated above and who fails to submit dealership/manufacturer authorisation certificate will be summarily rejected.

Section-VI

Scope of work

a.	The successful bidder shall <u>Supply, installation, erection & commissioning of water treatment plant (80 KLD) for the bore well water at CMRL Admin/Depot and providing O&M services for 2 years including all required consumables.</u>
b.	The successful bidder should supply item and execute the work of same quality specified in technical bid.
c.	All the Plumbing and piping works are included as per the designed specification, i.e., which is required to discharge the treated water in to the existing UG sump and also the discharge the rejected water in to the drain pipe as existing.
d.	All the Electrical and cabling works are to be included as per the specification, i.e., cable terminations from the equipment's up to the source of power as already existing.
e.	Any failures during warranty/DLP period; the contractor rectify the fault at free of cost immediately within 24 Hours.
f.	The CMRL reserves the right to place full or partial orders within the validity period of the contract.

The complete Scope of Works is as follows:

1. Pre-Treatment as required
2. Plant Flow Rate: 8.5 m³/hr
3. Working cycle: 16-20 Hrs/day
4. Reverse Osmosis Plant: 80 KLD in 16 Hours
5. Feed Flow Rate: 8.5 m³/hr
6. Permeate Flow Rate: 5.1 m³/hr

Raw Water Specification:

S.NO	PARAMETER	UNIT	BORE WELL WATER
1	Turbidity	NTU	<20
2	pH	-	6.5-7.5
3	Temperature	Deg C	<40
4	Total Suspended Solids	Ppm	<100
5	Iron	Ppm	8-10
6	TDS	Ppm	5000- 7000
7	Total Hardness	Ppm	700-1500
8	Silica	Ppm	<20

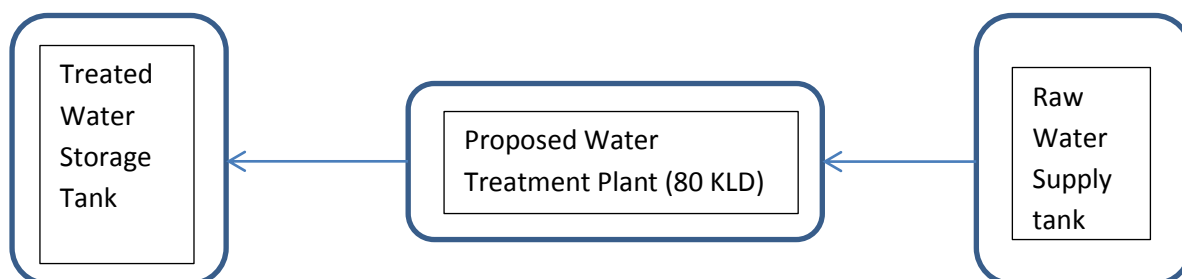
Treated Water Requirements:

S.NO	PARAMETER	UNIT	OUTLET
1	pH	-	6.5-7
2	TDS	Ppm	<150
3	Total Hardness	Ppm	<25
4	Total Alkalinity	Ppm	<75
5	Total Chlorides	Ppm	<100
6	Appearance	-	Transparent
7	Odour	-	Odourless

The following points should belong to Contractor Scope of Work:

1. Submission of Design and approved drawings with schematic and layouts with respect to site conditions.
2. The Water analysis report (Lab Test) has to be provided (Raw and Treated Water) on every quarter basis during Warranty period.
3. All the Civil and Foundation works are belongs to the scope of contractor wherever required
4. All the required operating chemicals to WTP for a period of one year shall be supplied by the contractor
5. Operational assistance will be given whenever required by the client and the suitable warranty service visits shall be performed till the warranty period of 24 months.
6. The complete plant operational power requirement shall not be more than 200 Kwh for the capacity of 80 KLD as per the design consideration.

The system shall be designed in such a way that the raw water (Bore well) from Raw water sump to Treated Water Sump which is already available in site. The piping's, wirings and measuring instruments shall be provided as per the tentative drawing attached. The system shall been designed as per the site conditions and the quality of raw water available and the required treated water quality. The suitable plant block diagram is shown below.



The system shall be designed consisting of following systems (As per Requirement),

1. Hypo Dosing system
2. Aeration tank & Clarifier
3. Air Blowers
4. Coagulant Dosing System
5. Flocculent dosing System
6. Flash Mixer and Flocculator
7. Tube Settler
8. Clear Water Storage tank
9. Bag Filter
10. Anti-Scalant Dosing system
11. Acid Dosing system
12. Anti-Oxidant Dosing System
13. Cartridge filter
14. High Pressure Pump
15. Reverse Osmosis Unit
16. pH correction dosing system
17. RO CIP pump
18. Cartridge Filter
19. C.I.P Tank
20. Spare Dosing Pumps
21. Interconnecting Piping's
22. Suitable Instruments as per tentative drawing

Technical Specifications & Compliance sheet

Sl. No.	Particulars	Description	Compliance (Write YES or NO only)	If NO, State the Deviation
1	<i>Preferred Brand/Make/OEM</i>			
2	Type of Plant	As Per Attached Drawing		
3	Capacity of Plant	80 KLD		
4	Operational Power Requirement for 80 KLD in Kwh	< 200 Kwh/80 KLD		
5	Plant Flow Rate in m3/hr	8.5 m3/hr		
6	Permeate Flow Rate m3/hr	5.1 m3/hr		
7	No.of Hours of Operation per day	16 Hours		
8	Warranty	24 Months of warranty required		
Note:		<i>The agency should submit the brochure for the quoted product & technical compliance statement. If any deviation is there between the required & quoted item, same should be mentioned clearly.</i>		

Signature & Stamp of the Bidder
Date:

Price Schedule								
Sr. No.	Item	Description	Specify Make/ Mode of quoted item.	QTY	Rate per set (in Rs.)	Taxes		Rate per set including taxes (Rs.)
						In %	In Rs.	
1		<u>(Supply, installation, erection & commissioning of water treatment plant (80 KLD) for the bore well water at CMRL Admin/Depot and providing O&M services for 2 years including all required consumables)</u> <i>Total Amount including taxes for the supply, Installation & commissioning of WTP (in Rs.)</i>						
2		<u>Total amount including taxes and all charges in figures (in Rs.)</u>						
3		<u>Total amount including taxes and all charges in words (in Rupees)</u>						

Note:

- i. The Bidder shall quote his price both in figure and words along with the make of item for which the rate is being given.
- ii. Price quoted should be inclusive of delivery at respective places, installation, commissioning and testing charges.
- iii. If rates quoted are inclusive of tax, then specify the percentage of tax.
- iv. L1 bid will be evaluated based on Total bid price including taxes and other charges.

Signature & Stamp of the Bidder

Date:

Performance Statement (for a period of last 3 years)

ANNEXURE – C

Tender No. _____

Date of opening _____

Time _____ Hours

Name of Firm _____

Order placed by (full address of Customer)	Order No. & date	Description and quantity of ordered items	Value of order	Date of		Remarks /No of failures.	Attach a certificate from the Customer.
				Commissioning	No of Years in service till date		

Note: - (Certified copies of Purchase Order for above mentioned items also to be provided.)

Signature & Stamp of the Bidder

Date:

Vendor Information Form

Note: Bidders are requested to furnish the following information and enclose along with quotation.

Name & Address of the Company :

Name & Designation of the key person

Contact information

Mobile no:

Telephone No :

Fax No:

Email :

Bank details

Bank name

Beneficiary name

Bank address

Bank account no

IFSC code

PAN No.

Service tax no.

TIN No.

Signature & Stamp of the Bidder

Date:

**PROFORMA OF BANK GUARANTEE FOR CONTRACT
PERFORMANCE GUARANTEE BOND**

Ref _____

Bank Guarantee No _____

Date _____

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and Chennai Metro Rail Limited (hereinafter called the “the Employer”) of the other part.

2. Whereas Chennai Metro Rail Limited, has awarded the contract for _____ (Name of work) (hereinafter called the contract) _____ (hereinafter called the Contractor). (Name of the Contractor)

3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full Name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Amount in figures and Words) as stated above.

5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected.

The Bank will deliver the money required by the Employer immediately on demand without delay and demur any without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till _____(The initial period for which this Guarantee will be valid for 2 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations as stated in Tender Document)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

11. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____)
- b) This Bank Guarantee shall be valid up to _____.
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before _____.

This bank guarantee is payable on demand at a designated bank branch locating at Chennai.

In witness whereof I/We of the Bank have signed and sealed this guarantee on theday of (Month)..... (Year) being herewith duly authorized.

For and on behalf of

The _____ Bank.

Signature of Authorized Bank official:

Name: _____

Designation: _____

Stamp/Seal of the Bank:_____

Signed, sealed and delivered
For and on behalf of the
Bank by the above

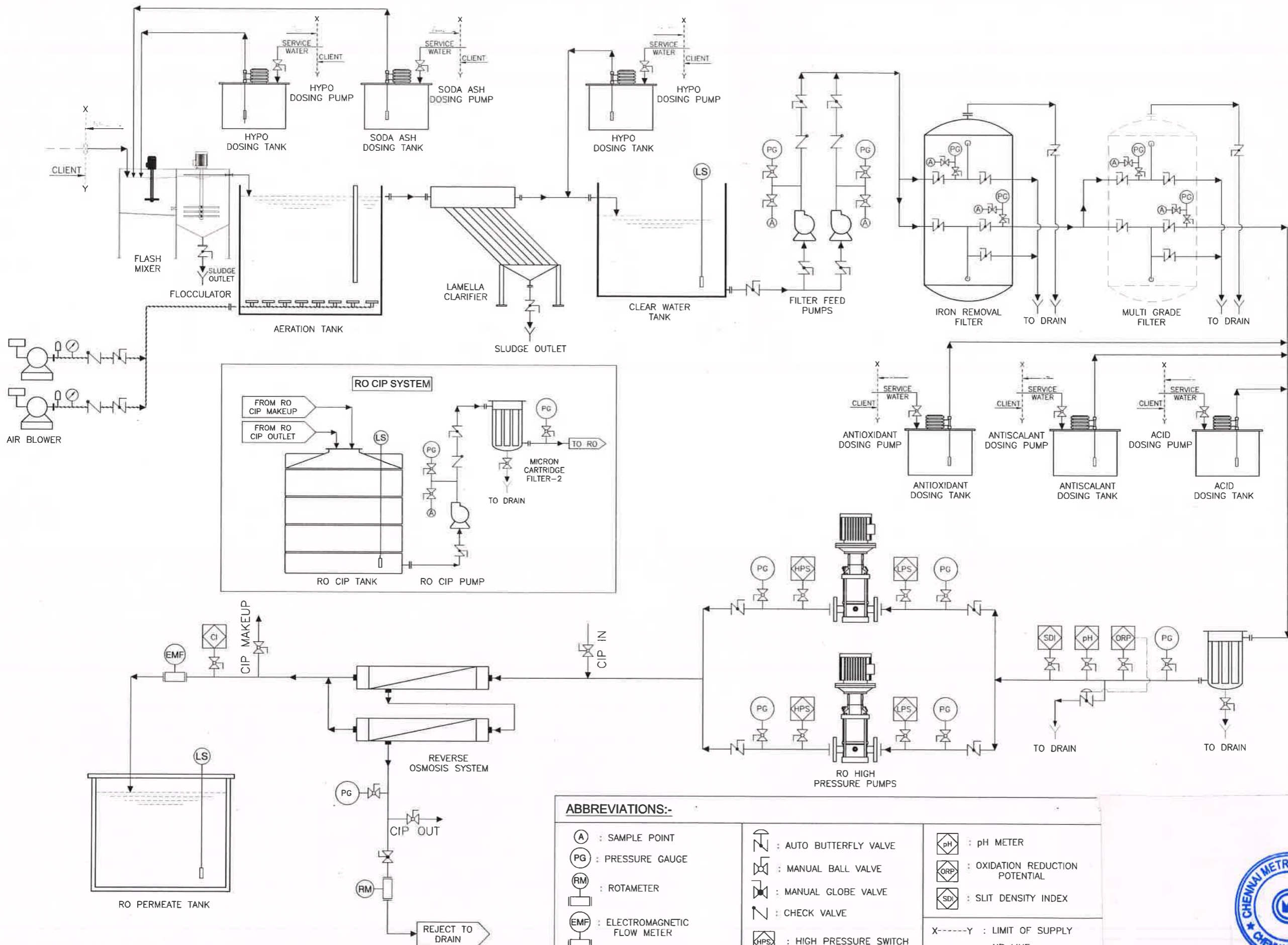
Named _____ in the presence of:

Witness 1.

Signature
Name.....
Address.....

Witness 2.

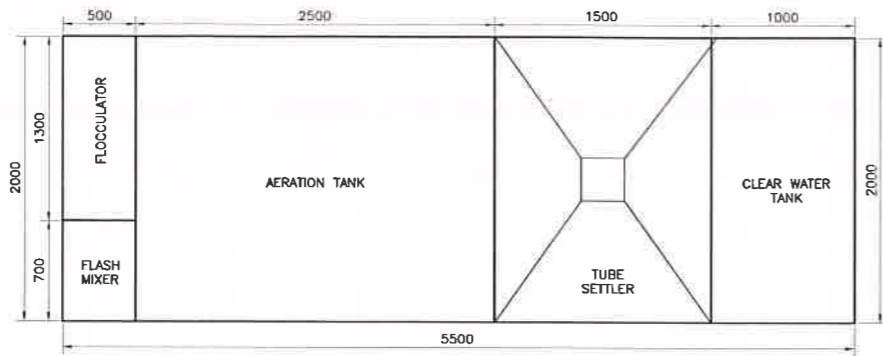
Signature.....
Name.....
Address.....



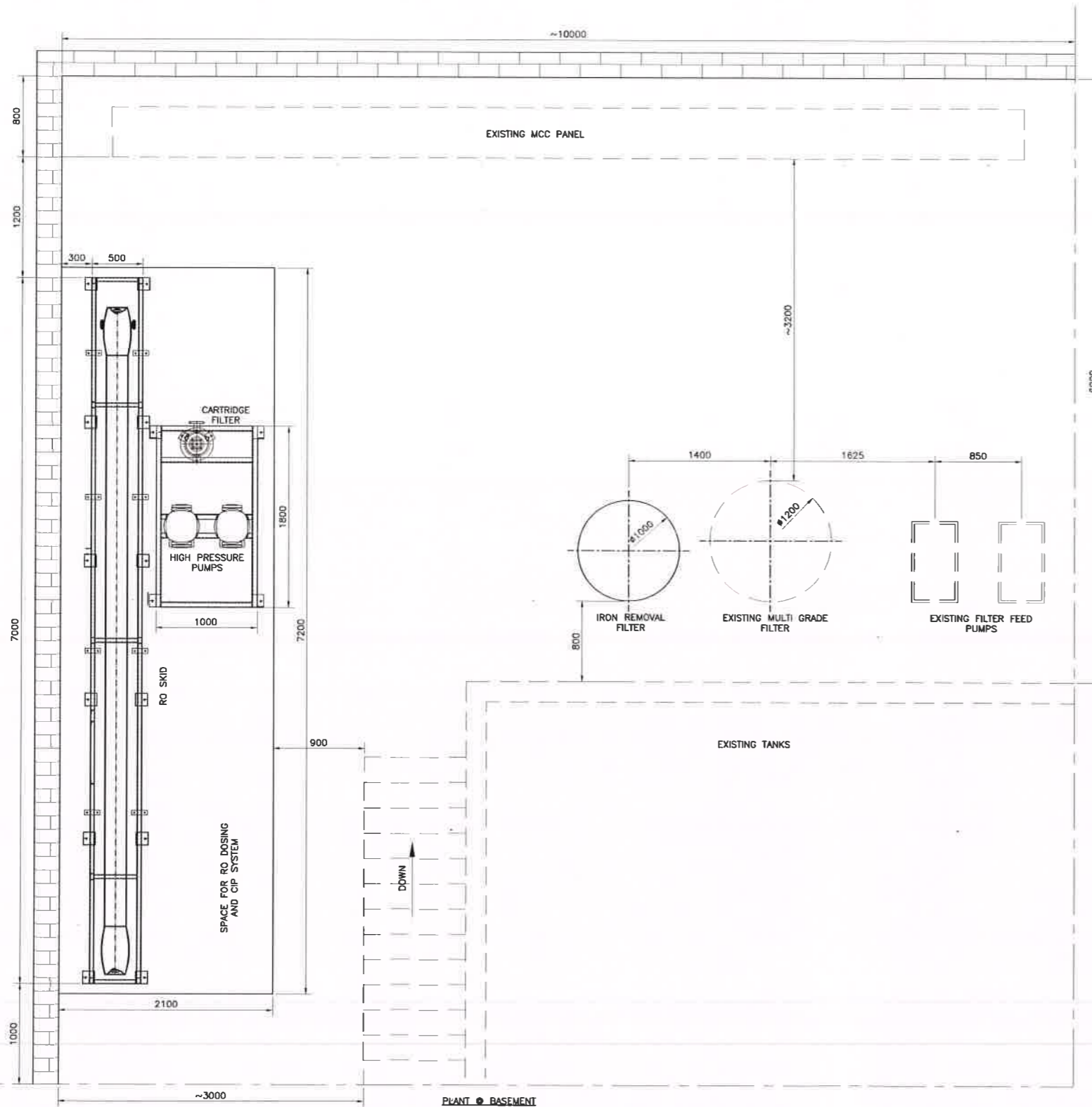
ABBREVIATIONS:-

(A) : SAMPLE POINT	(PG) : PRESSURE GAUGE	(RM) : ROTAMETER	(EMF) : ELECTROMAGNETIC FLOW METER	(LS) : LEVEL SWITCH	(M) : MANUAL BUTTERFLY VALVE	(A) : AUTO BUTTERFLY VALVE	(B) : MANUAL BALL VALVE	(G) : MANUAL GLOBE VALVE	(Z) : CHECK VALVE	(HPS) : HIGH PRESSURE SWITCH	(LPS) : LOW PRESSURE SWITCH	(CI) : CONDUCTIVITY INDICATOR	(pH) : pH METER	(ORP) : OXIDATION REDUCTION POTENTIAL	(SDI) : SLIT DENSITY INDEX
X-----Y : LIMIT OF SUPPLY															
----- : AIR LINE															
SCOPE LEGENDS:															
----- : CLIENT SCOPE															





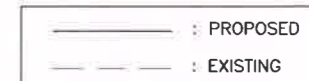
MS. SKID @ GROUND LEVEL



PLANT @ BASEMENT

NOTES:

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED



THE DRAWING IS THE PROPERTY OF CHENNAI METRO RAIL LIMITED. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF CHENNAI METRO RAIL LIMITED.