



**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD  
CHENNAI.**

**INTERNATIONAL COMPETITIVE BIDDING**

**BID DOCUMENT**

**FOR**

**DESIGN, BUILD 60 MLD CAPACITY DESALINATION PLANT  
BASED ON SEA WATER REVERSE OSMOSIS AT  
KOONIMEDU IN VILLUPURAM DISTRICT, TAMIL NADU  
AND OPERATION AND MAINTENANCE FOR 20 YEARS**

**IFB:15/DSP-VPM Pkg I /DO/CE/ VLR/2021**

**VOLUME - I**

**INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS  
CONDITIONS OF CONTRACT  
FORMS OF BID**

**The Chief Engineer,  
Tamilnadu Water supply and Drainage Board,  
8, 1<sup>st</sup> East Main Road,  
Gandhinagar  
Vellore - 632006**

**Phone No: 0416 2243743**

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**GOVERNMENT OF TAMIL NADU**

**Tamilnadu Water supply and Drainage Board**

**INTERNATIONAL COMPETITIVE BIDDING**

**Invitation for Bids**

**BID NO: 15/DSP-VPM Pkg I /DO/CE/ VLR/2021**

- 1) The Tamil Nadu Water Supply and Drainage Board (TWAD Board) is a statutory body corporate constituted under TWAD Board Act, 1970 on 14.04.1971. TWAD Board is entrusted with the development of Water Supply and Sewerage facilities in the State of Tamil Nadu, except Chennai Metropolitan Development Areas. TWAD Board further expanded their horizon of service to include maintenance of major CWSS also into their domain.
- 2) TWAD Board has proposed Combined Water Supply Scheme to Villupuram and Tindivanam Municipalities, Marakkanam and Vicravandi Town Panchayats and Rural Habitations in Marakkanam, Vanur, Vicravandi, Mailam and Kanai Unions in Villupuram District and also SIPCOT, Tindivanam and Government Medical College, Mundiampakkam. The Intermediate and ultimate water requirement for above population including the requirement for SIPCOT, Tindivanam and Government Medical College, Mundiambakkam will be 59.47 MLD and 72.06 MLD respectively.
- 3) Hence, for and on behalf of the Tamil Nadu Water Supply and Drainage Board (TWAD Board) sealed tenders are invited from eligible Bidders for **DESIGN, BUILD 60 MLD CAPACITY DESALINATION PLANT BASED ON SEA WATER REVERSE OSMOSIS AT KOONIMEDU IN VILLUPURAM DISTRICT, TAMIL NADU AND OPERATE AND MAINTAIN FOR 20 YEARS ("THE FACILITIES")** to meet the water demand of the above areas.
- 4) Bidding will be conducted by way of International Competitive Bidding through procedures in accordance with the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time.
- 5) Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of **"The Chief Engineer, Tamilnadu Water supply and Drainage Board, 8, 1st East Main Road, Gandhinagar, Vellore – 632006"**.
- 6) A complete set of Bid documents may be purchased by remitting an amount of Rs. 1000 +GST from **11.01.2021 to - 10.02.2021 up to 5.00 pm** from the office of **"The Executive Engineer, Tamilnadu Water supply and Drainage Board, RWS Division, Water tank compound, emapper, Kallakurichi – 606202"**. If bid documents are required by post an amount of Rs.500/- (for each work) to be paid additionally.
- 7) The bidders can also download the document from [www.tenders.tn.gov.in/](http://www.tenders.tn.gov.in/www.twadboard.tn.gov.in/tenders) [www.twadboard.tn.gov.in/tenders](http://www.twadboard.tn.gov.in/tenders) up to **10.02.2021 5.45 pm**. For the downloaded tender document, the Applicant should give a declaration for not having tampered the Tender document downloaded.
- 8) Tenders must be delivered to the address below on or before **3.00 PM on 12.02.2021** and must be accompanied by a Tender/Bid Security of INR Two Crore and sixty Lac Only (INR **2,60,00,000**)



in the form of Bank Guarantee as per the format given in Section IV of this Volume /Demand Draft/ Banker's Cheque/ Pay Order from Nationalized Bank/ Scheduled Bank in India/ Foreign Bank having its Branch in Chennai, in favour of the **Executive Engineer, TWAD Board, RWS Division, Kallakurichi.**

- 9) Tenders will be opened in the presence of Bidders' representatives who choose to attend at **3.30 PM on 12.02.2021** at the office of at the Office of the Chief Engineer, Tamilnadu Water supply and Drainage Board, Vellore - 632006

Information related to bids, its receipt and opening of bids all marked to address below:

**The Chief Engineer,**  
**Tamilnadu Water supply and Drainage Board,**  
**Vellore - 632006**  
**Phone No: 0416 2243743**  
**Email ID: cenrvlr@gmail.com**  
**Website: <https://www.twadboard/tn.gov.in/tenders.html>**



**VOLUME 1**  
**BIDDING PROCEDURES**  
**AND**  
**CONDITIONS OF CONTRACT**



## Section I. - Instructions to Bidders

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**A. GENERAL**

<b>1.</b>	<b>Scope of Bid</b>	<b>1.1</b>	In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the scope of works as specified in Volume-2, Employer’s Requirements. The name, identification, and number of lot/s (contract/s) of the international competitive bidding (ICB) are provided in the BDS.
		<b>1.2</b>	Throughout these Bidding Documents: <ul style="list-style-type: none"> <li>a. the term - in writing means communicated in written form and delivered against receipt;</li> <li>b. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</li> <li>c. “day” means calendar day.</li> </ul>
<b>2.</b>	<b>Source of Funds</b>	<b>2.1</b>	TamilNadu Water Supply and Drainage Board is proposed to take up this infrastructure project under assistance from various financial institutions.
<b>3.</b>	<b>Corrupt and Fraudulent Practices</b>	<b>3.1</b>	It is Employer’s policy to require that Bidders and Contractors, under contracts observe the highest standard of ethics during the bid submission, procurement and execution of such contracts. In pursuance of this policy, Employer:
		<b>3.1.1</b>	The Employer require that bidders, suppliers, and contractors under GOI / State government-funded contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer: <ul style="list-style-type: none"> <li>i. defines, for the purposes of this provision, the terms set forth below as follows: <ol style="list-style-type: none"> <li>1. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>2. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>3. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>4. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing</li> </ol> </li> </ul>





improperly the actions of another party;

5. “integrity violation” means any act, as defined under TWAD Integrity Principles and Guidelines, which violates TWAD Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice;

6. “obstructive practice” is

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,.

(b) acts intended to materially impede the exercise of the Employer or their authorised representative’s inspection and audit rights provided for under paragraph below

(c) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(d) the Employer will declare mis procurement and cancel the fund allocated to a contract if they determine at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the fund engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question.

( e) In any case the contractor found guilty under the above clause shall be debarred to participate in any future contracts by TWAD Board for a minimum period of 5 years from the time such debarment comes into effect.

<sup>1</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup>For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup>For the purpose of this sub-paragraph, “party” refers to a



			<p>public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.</p> <p><sup>4</sup>For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution</p> <p><sup>5</sup>For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non- competitive levels, or are privy to each other’s bid prices or other conditions.</p>
		3.1.2	<p>Further, in the event it is found that fraudulent or corrupt practices have been used by the contractor whether for qualification or during execution in addition to all the options available with TWAD Board as indicated above, TWAD Board shall have the right to terminate the contract and complete the balance of works either by themselves or by another contractor at the risk and cost of the existing contractor. Further in such a case the Performance guarantee shall be forfeited as well as no further payments shall be done till such time the contract is executed by another contractor and the cost to completion is estimated by the TWAD Board.</p> <p>In any case the contractor found guilty under the above clause he shall be debarred to participate in any future contracts by TWAD for a minimum period of 5 years from the time such debarment comes into effect.</p>
4.	Eligible Bidders	4.1	<p>A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) / <i>Consortium (not <b>exceeding two members</b>)</i> under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In case of a bid by a JV/Consortium of firms, following shall be abide by the participant/s:</p> <ul style="list-style-type: none"><li>(a) For the purpose of evaluation of the consortium/JV the lead partner shall contribute not less than 50 % and other member individually contribute not less than 25% towards the turnover criteria prescribed for the Bidder.</li><li>(b) In case a consortium bid, the Lead Member of the JV/Consortium shall maintain a minimum share of interest of 50% and the other member shall have at least 25% share of interest each in case of JV/Consortium. Any one of members of the JV/Consortium should be registered in India.</li><li>(c) Any change in percentage stake of JV/ Consortium members is not permitted during the evaluation and finalisation of Tenders. Further, any change in percentage stake of JV/ Consortium members shall</li></ul>



			<p>not be done without prior written approval of Employer during the execution. This shall be treated as Material Breach of Contract and Successful Bidder/Contractor in the event of default entitling Employer to encash Security Deposit and or to terminate the contract after 30 (thirty) days' notice.</p> <p>(d) They should maintain their share of interest throughout the period of Contract including O&amp;M period.</p> <p>(e) For pre-qualification, the JV/ Consortium should fulfil the criteria specified in the qualification criteria Clause. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as explained in the qualification criteria clauses</p> <p>(f) Both members of such entity shall be jointly and severally liable for the performance of the contract.</p> <p>(g) Separate identity/name shall be given to the Joint Venture/ Consortium. A copy of Memorandum of Understanding (MoU) duly executed by the JV/ Consortium members on a stamp paper of apposite value, shall be submitted by the Bidder along with the bid. The complete details of the members of the JV, their share and responsibility in the JV/ Consortium etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Employer with their Law Branch and shall be enclosed along with the bid). Once the bidder become successful bidder then the MoU should be converted in the JV agreement and it should be registered in Villupuram/Chennai at bidder's cost</p> <p>(h) Once the bid is submitted, the MoU shall not be modified / altered and the Bidder agrees to be bound by the MoU during the validity of the tender. In case the bidder fails to observe/comply with this stipulation, the full Bid security shall be liable to be forfeited.</p> <p>(i) Approval for change of constitution of JV/ Consortium shall be at the sole discretion of the Employer. The constitution of the JV/ Consortium shall not be allowed to be modified after submission of the bid by the JV/ Consortium, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV/ Consortium after change of composition. However, the Lead Member shall continue to be the Lead</p>
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			<p>Member of the JV/ Consortium. Failure to observe this requirement would render the offer invalid.</p> <p>(j) Similarly, after the contract is awarded, the constitution of JV/ Consortium shall not be allowed to be altered during the currency of the Contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of Contract with all consequential penal action as per Contract conditions.</p> <p>(k) On award of Contract to a JV/ Consortium, a single Performance Guarantee shall be submitted by the JV/ Consortium as per bid conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV/ Consortium and in no case single or split up Guarantee(s) in the names of the members of the JV/ Consortium shall be accepted by the Employer.</p> <p>(l) On issue of LOA (Letter of Acceptance), in the case that the Selected Bidder being a JV/ Consortium, the members of the JV/ Consortium shall enter into an Agreement (hereinafter referred to as the "JV/ Consortium Agreement") with the same shareholding pattern as was declared in the MOU submitted along with their bid, which shall be registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of an LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Employer before signing the Contract Agreement for the work. In case the Successful Bidder fails to observe/comply with this stipulation within 60 days of issue of LOA, the Bid Security of the Successful Bidder is liable to be forfeited and further proceedings against the Successful Bidder as mentioned in this bid document shall be initiated by the Employer. This Joint Venture Agreement shall have, inter-alia, following Clauses:</p> <p>(i) Joint and Several Liability - In case the Contract is awarded to a JV/ Consortium, the members of the JV/ Consortium shall be jointly and severally liable to the Employer for execution of the project in accordance with the General and Special Conditions of the Contract. The JV members shall also be liable jointly and</p>
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			<p>severally for the loss, damages caused to the Employer during the course of execution of the contract or due to non-execution of the contract or part thereof.</p> <p>ii) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the Contract including the period of extension, if any, and the Operation and Maintenance period.</p> <p>(iii) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.</p> <p>(m) Disqualification - Even if an applicant meets the eligibility criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:</p> <p>(i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;</p> <p>(ii) Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of JV venture on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;</p> <p>(iii) On account of currency of debarment by any Government agency against any of the constituents.</p>
		4.2	<p>A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to TWAD and State Government.</p>
			<p>(a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants,</p>



			<p>contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a Turnkey or Design and Build or Design, Build and Operate Contract elsewhere.</p> <p>(b) A firm that has a close business relationship with the TWAD professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such Contract, shall be disqualified.</p> <p>(c) Based on the —One Bid Per Bidder principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a JV/<i>Consortium</i>.</p> <p>(d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.</p>
		4.3	<p>A Bidder that has been determined/declared to be ineligible/blacklisted/debarred/restricted by any Other State Government/State Government Bodies or Municipalities/Public Sector Units in India/ any foreign reputed funding agency like World Bank/ADB/JICA and similar funding agencies shall not be eligible to be awarded this contract. A bidder whose contract has been terminated/ cancelled by other State Government/State Government Bodies or municipalities/ Public Sector Units in India or any foreign reputed agency like World Bank/ADB/JICA and similar funding agencies will not be awarded this contract. Such bids will be outrightly declared in-eligible and not taken for evaluation at any stage.</p> <p>A bidder whose any previous contract (In water Treatment technology) has been cancelled/terminated by any Municipality/Any State Govt. in India/PSU and such job invited tender from other bidders at Cost and Risk of such an unsuccessful bidder is also not eligible to participate in this project and such bids will be out rightly rejected by TWAD.</p>
		4.4	<p>A Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
		4.5	<p>TWAD Board is entitled to exclude a bidder if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from that country or any payments to persons or entities in that country or if the bidder has been included in the list of sanctions of the United Nations.</p>
<b>B. CONTENTS OF BIDDING DOCUMENTS</b>			





<b>5.</b>	<b>Sections of Bidding Documents</b>	5.1	The Bidding Documents consist of Volume I, II, III and IV, which includes all the Sections, indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.
			<b>Volume-1 Bidding Procedures</b>
			Section I. Instruction to Bidders Section II. Bid Data Sheet Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms Section V: Bidders Qualification Section VI. Employer's Requirements (Volume II) Section VII. General Conditions of Contract (GC) Section VIII PCC – Part A Contract Data Section VIII. PCC – Part B Special Provisions Section IX. Contract Forms
			<b>Volume 2 Employer's Requirements</b>
			<b>Volume 3 Tender Drawings</b>
			<b>Volume 4 Price Schedule</b>
		5.2	The Invitation for Bids issued by the Employer is part of the Bidding Documents.
		5.3	Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 7. In case of any contradiction, documents obtained directly from the Employer shall prevail.
		5.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
<b>6.</b>	<b>Clarification of Bidding Documents, Site Visit</b>	6.1	A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address specified in the BDS or raise his enquiries during the pre-bid meeting. The Employer will respond in writing to any request for clarification, provided that such request is received no later than Seven (7) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 5.3, including a description of the inquiry but without identifying its source. If so, specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 7 and ITB 24.2.
		6.2	The Bidder is advised to visit and get himself accomplished with the site conditions where the desalination plant is to be



			installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the provision of Desalination Plant Installation and Operation Services. The costs of visiting the site shall be at the Bidder's own expense.
		6.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
7	Pre-Bid Meeting	7.1	The Bidder's designated representative is invited to attend a pre-bid meeting, if so, specified in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be conducted by the Employer at the date and time before the pre-bid meeting, if so, specified in the BDS.
		7.2	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 5.3. Any modification to the Bidding Documents that 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 ITB 8. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8.	Amendment of Bidding Documents	8.1	At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
		8.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 5.3. If so specified in the BDS, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB
		8.3	To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 24.2.
<b>C. PREPARATION OF BIDS</b>			
9.	Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless





			of the conduct or outcome of the bidding process.
10.	<b>Language of Bid</b>	10.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11.	<b>Documents Comprising the Bid</b>	11.1	The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
		11.2	<p>The Technical Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"><li>(a) Letter of Technical Bid;</li><li>(b) Bid Security, in accordance with ITB 21;</li><li>(c) Declaration of Undertaking (DOU) as per the format given in Section IV of this document, duly filled and signed. Failure to submit the signed DOU shall lead to disqualification of the bidder.</li><li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2 in the form of Power of Attorney;</li><li>(e) in the case of a Bid submitted by a JV/Consortium, a copy of the JV/ Consortium agreement, or MOU, signed by both members, to enter into a JV/Consortium including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;</li><li>(f) in Case of JV/ Consortium both members shall nominate one member as the lead member (the “Lead Firm”). The nomination(s) shall be supported by a Power of Attorney, signed by all the other members of the Consortium.</li><li>(g) documentary evidence establishing in accordance with Section-III, Evaluation and qualification Criteria;</li><li>(h) documentary evidence in accordance with ITB 15 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted;</li><li>(i) Technical Proposal in accordance with ITB 17;</li><li>(j) documentary evidence establishing in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Documents;</li><li>(k) list of Subcontractors, in accordance with ITB 17.2 and 17.3; and</li><li>(l) any other document required in the BDS.</li></ul>
		11.3	<p>The Price Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"><li>(a) Letter of Price Bid;</li><li>(b) completed Price Schedules, in accordance with ITB 12</li></ul>



			and 18; (c) No alternative Price Bids are allowed. (d) any other document required in the BDS.
12.	<b>Letters of Bid and Schedules</b>	12.1	The Bidder shall complete the Letters of Technical Bid and Price Bid, including the appropriate Technical and Price Schedules, using the relevant forms furnished in Volume-4, Price Schedule. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.4. All blank spaces shall be filled in with the information requested.
13	<b>Alternative Bids</b>	13.1	Alternative Bids are NOT allowed.
14.	<b>Documents Establishing the Eligibility of the Plant and Installation Services</b>	14.1	Bidders shall complete the country of origin declarations in the Price Schedule Forms, Bidding Forms.
15.	<b>Documents Establishing the Eligibility and Qualifications of the Bidder</b>	15.1	In accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, as well as any other requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria.
		15.2	No change in the structure or formation of a Bidder after submission of bid (including, in the case of a JV/Consortium, any change in the structure or formation of any member thereto) is allowed.
16.	<b>Documents establishing conformity of the Plant and Installation Services</b>	16.1	<p>The documentary evidence of the conformity of the Plant and Installation Services with the Bidding Documents may be in the form of literature, drawings and data, and shall include:</p> <p>(a) a detailed description of the essential technical and performance characteristics of the Plant and Installation Services, including the functional guarantees of the proposed Plant and Installation Services, in response to the Specifications. The functional guarantees of the proposed Plant and Installation Services shall be stated in the applicable form in Section IV, Bidding Forms of Volume-1;</p> <p>(b) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the plant for the period specified in the BDS, following completion of Desalination Plant Installation and Operation Services in accordance with the provisions of Contract; and</p>



			(c) adequate evidence demonstrating the substantial responsiveness of the Plant and Installation Services to those Specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive subject to the condition provided in the BDS.
17	<b>Technical Proposal, Subcontractors</b>	17.1	<p>The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, safety plan, Asset Replacement Plan, Environmental and Social Management Plan and any other information as stipulated in Section-IV of Volume -1 and Volume-2 Employers requirement in sufficient detail to demonstrate substantial responsiveness of the Bidder's proposal to the Employer's Requirements and the completion time.</p>
			<ul style="list-style-type: none"><li>▪ Design and engineering work;</li><li>➤ Plant shall be designed for full range from intake to clear water storage;</li><li>➤ Data given in Section - VI Employers Requirements (Sea Water Quality furnished is only for reference).</li><li>➤ The bidders are requested to perform their own water analysis in order to find best suitable design for his proposal. Further the bidders are expected to perform their own software calculations and design of the Plant as baseline for their DBO offer.</li><li>➤ The bidder takes the full responsibility for any water analysis and plant design within his proposal.</li><li>➤ TWAD shall not be liable for the accuracy or otherwise of the data and takes NO LIABILITY for any water analysis and plant design;</li></ul>
		17.2	<p>For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Technical Proposals information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the Plant and Installation Services. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.</p>
		17.3	<p>The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Plant or Installation Services to be provided by the Subcontractor comply with the requirements</p>



			of the bidding documents.								
18	Bid Prices and Discounts	18.1	Unless otherwise specified in the BDS, Bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total Bid Price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement, Operation and Maintenance and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the Conditions of the contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.								
		18.2	Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. The Bidders shall note that the Bid price towards Design-build shall not exceed the percentage indicated in the Bid data sheet. In case, it exceeds, the bid is liable to be rejected.								
		18.3	<p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV (Bidding Forms). Where no different Price Schedules are included in the Bidding Document, Bidders shall present their prices in the following manner: Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule (Nos. 1 to 4) shall be summarized in a Grand Summary (Schedule No. 5) giving the total bid price(s) to be entered in the Letter of Price Bid. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.</p> <table><tr><td>Schedule No. 1:</td><td>Plant and Mandatory Spare Parts Supplied from Abroad</td></tr><tr><td>Schedule No. 2:</td><td>Plant and Mandatory Spare Parts Supplied from Within the Employer’s Country</td></tr><tr><td>Schedule No. 3:</td><td>Design Services</td></tr><tr><td>Schedule No. 4</td><td>Installation and Other Services</td></tr></table>	Schedule No. 1:	Plant and Mandatory Spare Parts Supplied from Abroad	Schedule No. 2:	Plant and Mandatory Spare Parts Supplied from Within the Employer’s Country	Schedule No. 3:	Design Services	Schedule No. 4	Installation and Other Services
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Schedule No. 4	Installation and Other Services										



			<b>Schedule No. 5</b>	Grand Summary (Schedule Nos. 1 to 4)
			<b>Schedule No. 6</b>	Operation services
			<b>Schedule No.6.1</b>	Power Consumption Charges
			<b>Schedule No. 7</b>	Asset Replacement Fund and Schedule
			<b>Schedule No. 8:</b>	Summary – O&M Prices
			<b>Schedule No 9:</b>	System Expansion - Plant and Mandatory Spare Parts Supplied from Abroad for 12 MLD Expansion
			<b>Schedule No. 10:</b>	System Expansion - Plant and Mandatory Spare Parts Supplied within India for 12 MLD Expansion
			<b>Schedule No. 11</b>	Summary of System Expansion prices
			<b>Schedule No. 12</b>	Grand Summary
			<b>Schedule No. 13</b>	Additional O&M Charges towards system Expansion
			<b>Schedule No. 14:</b>	Additional Power Charges towards system Expansion
			Bidders shall note that the plant and mandatory spare parts included in Schedule Nos. 1, 2 , 9 and 10 above exclude materials used for civil, building, and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation and Other Services.	
	18.4	<p>The bidders expressly represent and warrant that they are familiar with the Tax laws of India. In the various Schedule of Prices, Bidders shall give required details and breakdown of their prices including all duties, taxes and other levies and charges payable by the Contractor under the Contract, as of the date of submission of tenders. Details of price breakdown to be provided include but are not limited to the following:</p> <p>(a) Civil Works, installation, and Other Services shall include rates or prices for all labour, Contractor's equipment, temporary works, materials, consumables, and all matters and things of whatsoever nature necessary for the proper execution of the Civil Works, installation, and other Services;</p>		



			<p>(b) Plant and Equipment shall be quoted on CIP (Carriage and Insurance paid at Koonimedu as defined in incoterms) at Koonimedu site basis including Inland Transportation and shall be indicated separately in the Price Bid.</p> <p>(c) Operation and Maintenance of the Works shall be quoted on per m3 basis which shall include all costs of labour, chemicals, repairs, spare parts, consumables, replacement of RO membranes, replacement of cartridge filters, filtration media, fuel, and all other matters and things of whatsoever nature, including but not limited to local transportation, taxes (including withholding tax, if any), and any other services which are required for operating and maintaining the Works in accordance with the Employer's Requirements, except for the cost of electricity as per Section VI, of Employers Requirement Volume 2. Further the bidder is to fill in price for the replacement of major items of Plant identified in the Asset Replacement Schedule as required for the continued efficient operation of the Works for the duration of the Operation Service Period, which are not covered under O&amp;M fee.</p>
		18.5	The latest edition of Incoterms, published by the International Chamber of Commerce shall govern.
		18.6	<p>1. The prices shall remain fixed through the Design Build (construction, trial run and commissioning).</p> <p>2. During Operation and Maintenance period prices shall be subject to variations as per Clause 13 of PCC.</p>
		18.7	Bidders wishing to offer any unconditional discount shall specify the discount through a separate letter in the same cover to be submitted before the closure of the Bid submission date and time in a manner to be applied to their quoted price.
19	<b>Currencies of Bid and Payment</b>	19.1	The currency (ies) of the Bid shall be, as specified in the BDS. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
20	<b>Period of Validity of Bids</b>	20.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer pursuant to ITB 24.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
		20.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for forty five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.7.
		20.3	If the award is delayed by a period exceeding ninety (90) days beyond the expiry of the initial Bid validity, the Contract





			Price shall be determined as follows:  (a) In the case of Fixed Price Contracts, the Contract Price shall be the Bid Price adjusted by the factor specified in the BDS.
21.	<b>Bid Security</b>	21.1	The Bidder shall furnish as part of its Bid a Bid Security in the amount and currency specified in the BDS in the form of Unconditional Bank Guarantee/ Demand Draft/Pay Order/Bankers Cheque in favour of <b>Executive Engineer, RWS Division, Kallakurichi</b>
		21.2	Any Bid not accompanied by a responsive Bid Security as specified in the BDS shall be rejected by the Employer as non-responsive.
		21.3	The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing of the Contract and furnishing of the Performance Security pursuant to ITB 44.
		21.4	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract after furnishing the required Performance Security.
		21.5	The Bid Security may be forfeited: (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or  (b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 43; or (ii) furnish a Performance Security in accordance with ITB 44. (c) If there are arithmetic error in the financial bid, and the contractor doesn't agree to correct the same. (d) The Contractor shall be blacklisted in case the Contractor withdraws the bid during the evaluation of bid before award and/ or despite being lowest bidder, fails to sign the contract within the prescribed period, for any reason whatsoever
		21.6	The Bid Security of a JV/Consortium shall be in the name of the JV /Consortium that submits the Bid. If the JV / Consortium has not been legally constituted into a legally enforceable JV/ Consortium at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent
22.	<b>Format and Signing of Bid</b>	22.1	The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid as described in ITB 11 and clearly mark it "TECHNICAL BID – ORIGINAL" and "PRICE BID - ORIGINAL.". In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS and clearly mark them "COPY". In the



			event of any discrepancy between the original and the copies, the original shall prevail.
		22.2	The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
		22.3	In case the Bidder is a JV/ Consortium, the Bid shall be signed by an authorized representative of the JV/ Consortium on behalf of the JV/ Consortium, and so as to be legally binding on all the members as evidenced by a power of attorney as specified in the BDS and shall be attached to the Bid.
		22.4	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

#### **D. SUBMISSION AND OPENING OF BIDS**

<b>23.</b>	<b>Submission, Sealing and Marking of Bids</b>	<b>23.1</b>	<p>The bid shall be complete as per the tender/Bid requirements as a "Single-Bid" only. One Bidder / JV/ Consortium can only submit one Bid. No multiple bids are acceptable.</p> <p>Bidders shall submit their Bids in hard copies by hand. Procedures for submission, sealing and marking are as follows:</p> <p>Bidders shall enclose the original and Copies of the Technical Bid, the original and copies of the Price Bid, and each copy of the Technical Bid, in separate sealed envelopes respectively, duly marking the envelopes as "TECHNICAL BID – ORIGINAL", "PRICE BID – ORIGINAL", "TECHNICAL BID – COPY", "PRICE BID – COPY", as appropriate. These envelopes containing the original, the copies if any, shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 through 23.5.</p>
		<b>23.2</b>	<p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"><li>(a) bear the name and address of the Bidder;</li><li>(b) be addressed to the Employer in accordance with ITB 24.1;</li><li>(c) bear the specific identification of this bidding process specified in BDS 1.1.</li></ul>
		<b>23.3</b>	The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
		<b>23.4</b>	The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.5.





		23.5	If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
<b>24.</b>	<b>Deadline for Submission of Bids</b>	24.1	Bids must be received by the Employer at the address and not later than the date and time specified in the BDS.
		24.2	The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
<b>25.</b>	<b>Late Bids</b>	25.1	The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>26.</b>	<b>Modification of Bids</b>	26.1	<p>A Bidder may modify its Bid –Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative. The corresponding modification of the Bid must accompany the respective written notice. All notices must be:</p> <p>(a) prepared and submitted in accordance with ITB 22 and ITB 23, and in addition, the respective envelopes shall be clearly marked “MODIFICATION;” and</p> <p>(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.</p>
		26.2	Number not used.
		26.3	Withdrawal of bids not permitted and no Bid may be modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Technical Bid and on the Letter of Price Bid or any extension thereof.
		26.4	The Contractor shall be blacklisted in case the Contractor withdraws the bid before award, and/ or despite being lowest bidder, fails to sign the contract within the prescribed period, for any reason whatsoever in addition to forfeit of bid security.
<b>27.</b>	<b>Bid Opening</b>		
	<b>Technical Bid Opening</b>	27.1	Except in the cases specified in ITB 25 and ITB 26, the Employer shall publicly open and read out in accordance with ITB 27.3 all Technical Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders’ designated representatives. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 27.6.



		27.2	First, envelopes marked “MODIFICATION” shall be opened and read out.
		27.3	All other envelopes holding the Technical Bids shall be opened one at a time, reading out: (a) the name of the Bidder; (b) whether there is a modification; (c) the presence or absence of the Bid Security; and (d) any other details as the Employer may consider appropriate. (e) Signature on bid letter duly signed by the Authorized Representative is mandatory.
		27.4	The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a modification proposal; and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
	<b>Financial Bid Opening</b>	27.5	At the end of the evaluation of Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing through email by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening.
		27.6	The Employer will notify, in writing through email, Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Price Bids unopened after signing the contract with the successful bidder.
		27.7	The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s’ representatives who are present shall be requested to sign a register evidencing their attendance.
		27.8	All envelopes containing Price Bids shall be opened one at a time, reading out: (a) the name of the Bidder; (b) whether there is a modification; (c) the Bid Price(s), including any discounts and alternative Bids; (d) any other details as the Employer may consider appropriate.
		27.9	Only Price Bids and discounts, be read out and recorded during the opening of Price Bids shall be considered for



			evaluation. No Bid shall be rejected at the opening of Price Bids.
		27.10	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, (per lot if applicable), including any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
<b>E. EVALUATION AND COMPARISON OF BIDS</b>			
<b>28.</b>	<b>Confidentiality</b>	28.1	Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
		28.2	Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
		28.3	Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
		28.4	The contractor including all its partners, employees, sub-contractors, etc. shall maintain complete confidentiality of any information they may receive from TWAD or become aware during the execution of the contract with regard to any environmental, social, or financial data.
<b>29.</b>	<b>Preliminary Examination of Technical Bids</b>	29.1	The Employer shall examine Technical Bids to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
		29.2	<p>The Employer shall confirm that the following documents and information have been provided in the Technical Bid.</p> <p>If any of these documents or information is missing, the Bid shall be rejected.</p> <ul style="list-style-type: none"><li>(a) Letter of Technical Bid;</li><li>(b) written confirmation of authorization to commit the Bidder ( Power of attorney of the authorized signatory)</li><li>(c) Signed Declaration of Undertaking as per the format given in Section IV of this document.</li><li>(d) In case of JV/Consortium, Power of attorney of the Lead Member</li><li>(e) Bid Security; and</li><li>(f) Technical Proposal.</li></ul>
<b>30.</b>	<b>Clarification of</b>	30.1	To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the



	<b>Bids</b>		Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
		30.2	If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
<b>31.</b>	<b>Deviations, Reservations, and Omissions</b>	31.1	During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
<b>32.</b>	<b>Qualification of the Bidders</b>	32.1	The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids.
		32.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to the qualification called in Section-III and submitted in Section V of the said volume.
		32.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
		32.4	The capabilities of the Subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved Subcontractors for each item concerned.
<b>33.</b>	<b>Detailed Evaluation of</b>	33.1	The Employer will carry out a detailed technical evaluation of the Bids who meet the minimum Qualification Criteria as



	<b>Technical Bids</b>		<p>called in Section-III of the said volume and are not previously rejected as being substantially non-responsive for the said case, in order to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:</p> <p>(a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III, Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;</p> <p>(b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and</p> <p>(c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.</p>
<b>34.</b>	<b>Determination of Responsiveness of Technical Bids</b>	<b>34.1</b>	The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.2.
		<b>34.2</b>	<p>A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>



		34.3	The Employer shall examine the technical aspects of the Technical Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section –III Volume1 and Volume-2 (all sections), Employer's Requirements have been met without any material deviation, reservation, or omission.
		34.4	As part of the evaluation, the minimum Qualification Criteria as called in Section-III of the said volume shall be evaluated, to check whether the bidders meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal shall be evaluated for only the bidders who meet the minimum Qualification Criteria as called in Section-III of the said volume.
		34.5	If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
35.	<b>Evaluation of Technical Bids</b>	35.1	<p>The Employer will carry out a detailed technical evaluation of the Bids in accordance not previously rejected as being substantially nonresponsive, to determine whether the technical aspects are in compliance with the Bidding Document. The Bid that does not meet minimum acceptable standards of completeness, consistency, and detail, and the specified minimum and/or maximum requirements for specified functional guarantees, will be treated as nonresponsive and hence rejected. To reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following:</p> <ul style="list-style-type: none"><li>(a) overall completeness and compliance with the Employer's Requirements; deviations from the Employer's Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid. The Bid that does not meet minimum and/or maximum acceptable standards of completeness, consistency, and detail will be rejected for non-responsiveness;</li><li>(b) type, quantity, and long-term availability of mandatory spare parts and maintenance services; and</li><li>(c) other relevant factors, if any, listed in Section III.</li></ul>
36.	<b>Correction of Arithmetical Errors</b>	36.1	<p>Bids determined to be sustainably responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected as follows:</p> <ul style="list-style-type: none"><li>(i) where there is discrepancy between rates in figures and in words, the rate in words will govern; and</li><li>(ii) where there is discrepancy between the unit and the line</li></ul>





			item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
		36.2	The amount stated in the bid will be adjusted by the employer in accordance with the above procedures for the correction of errors and, with the concurrence of the bidder, shall be considered as binding on the bidder. If the bidder doesn't accept the corrected amount the bid will be rejected, and the bid security shall be forfeited in accordance with sub clause 21.5.
<b>37.</b>	<b>Conversion to Single Currency</b>	37.1	For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
<b>38.</b>	<b>Evaluation of Price Bids</b>	38.1	The Employer shall use the criteria and methodologies indicated in Section-III of the said volume. No other evaluation criteria or methodologies shall be permitted.
		38.2	<p>To evaluate a Price Bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"><li>(a) the Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedules;</li><li>(b) price corrected for correction of arithmetic errors in accordance with ITB 36.1;</li><li>(c) price corrected due to discounts offered in accordance with ITB 18.7</li><li>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37; and the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.</li></ul>
		38.3	If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, if the Bid is found to be still unbalanced, then the Employer will reject the Bid.
<b>39.</b>	<b>Comparison of Bids</b>	39.1	The Employer shall compare the evaluated prices of all substantially responsive Bids in accordance with ITB 38.2 to determine the lowest evaluated Bid.



40.	<b>Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	40.1	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action, if the bidder violates the Clause 3.1 of Instructions to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities shall be promptly returned to the Bidders.
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**F. AWARD OF CONTRACT**

41.	<b>Award Criteria</b>	41.1	Subject to ITB 40.1, as stated in the BDS, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
42.	<b>Notification of Award</b>	42.1	Prior to the expiration of the period of bid validity and after preparing the bid evaluation report and award proposal, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The "Notification of Award" letter shall be a formal information to the L1 Bidder (best-ranked Bidder) about the acceptance of his bid. The Notification of Award shall constitute a binding contract, until a formal Contract is prepared and executed. It shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the plant and services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
		42.2	At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
		42.3	After a Contract has been determined to be eligible for financing under TWAD Board , the following information may be made public: (a) Name of each Bidder who has submitted a Bid; (b) Bid Prices as read out at Bid opening; (c) Name and address of the successful Bidder; and (d) Award date and amount of the Contract.
		42.4	Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
43.	<b>Signing of Contract</b>	43.1	Within 15 Days upon notification of the Letter of Acceptance, the Employer shall send the successful Bidder the Contract Agreement.
		43.2	The successful Bidder is to submit the required Performance Guarantee within 28 days of receipt of Letter of Acceptance. In case of JV/Consortium, the Performance Guarantee shall be furnished in name of the JV/Consortium.





			Within twenty eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
44.	<b>Performance Security</b>	44.1	Within twenty eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in the amount and currency specified in the BDS and General Conditions of Contract and Clause 4.2 of Particular Conditions of Contract, using the Performance Security Form included in Section IX, Contract Forms. If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued by a Nationalized/ Scheduled Bank in India or a Foreign Bank having a branch in India/ Chennai that has been determined by the successful Bidder to be acceptable to the Employer. A Foreign Bank providing a bank guarantee shall have a branch located in Chennai City.
		44.2	<p>Failure of the successful Bidder to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security and the Bidder shall be blacklisted for a period of 5 years.</p> <p>In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p>



## Section II. Bid Data Sheet

### Bid Data Sheet

A. General	
ITB 1.1	The Employer is: <b>The Managing Director, TamilNadu Water Supply And Drainage Board (TWAD) and represented by The Chief Engineer, TWAD Board, Gandhinagar, Vellore-632006.</b>
ITB 1.1	The name, identification and number of the contract comprising this ICB is: BID NO: <b>15/DSP-VPM Pkg I /DO/CE/ VLR/2021</b>
ITB 2.1	The name of the Project is: <b>DESIGN, BUILD 60 MLD CAPACITY DESALINATION PLANT BASED ON SEA WATER REVERSE OSMOSIS AT KOONIMEDU IN VILLUPURAM DISTRICT, TAMIL NADU AND OPERATE AND MAINTAIN FOR 20 YEARS</b>
ITB 2.1	The applicable Guidelines for Procurement of Goods and Services under TWAD Funds is the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time
B. Bidding Documents	
ITB 6.1	For <u>clarification purposes</u> only the Employer's representative may be contacted at, the following address : <b>The Chief Engineer, Tamilnadu Water supply and Drainage Board, 8, 1st East Main Road, Gandhinagar Vellore – 632006 Email: cenrvlr@gmail.com</b>
ITB 6.1	Responses to any request for clarification, if any, will be published on the Employer's web page indicated below. Web page: <a href="http://www.tenders.tn.gov.in/www.twadboard.tn.gov.in/tenders">www.tenders.tn.gov.in/www.twadboard.tn.gov.in/tenders</a> Email ID: : <a href="mailto:cenrvlr@gmail.com">cenrvlr@gmail.com</a> , <a href="mailto:jcecomtwad@gmail.com">jcecomtwad@gmail.com</a>
ITB 7.1	A <b>pre-bid</b> meeting will take place at the following date, time and place: Date: <b>27.01.2021</b> Time: <b>11.00 AM</b>  Place: <b>Mini Conference Hall/TWAD Board Head office, 31, Kamarajar Salai, Chepauk, Chennai- 600 005.</b>  <b>A site visit will be organized by the Employer 72 hours before the Pre bid meeting.</b>
ITB 8.2	Addenda, if any, will be published on the Employer's web page as defined above.



C. Preparation of Bids	
ITB 10.1	The language of the Bid is: <b>English</b>
ITB 11.2 (I)	The original Bid Document issued by the Employer related to the Technical Proposal, duly stamped and initialled by the authorised signatory.
ITB 11.3 (d)	The original Bid Document issued by the Employer related to the Financial Proposal, duly stamped and initialled by the authorised signatory.
ITB 13.1	Alternative Bids are NOT permitted.
ITB 16.1 (b)	The operation and maintenance services period following completion of Desalination Plant Installation during which spare parts, special tools etc. shall be available, is 20 years.
ITB 16.1 (c )	The substitute material, suppliers, brands makes will NOT be allowed. However, equivalent Standards and Codes shall be allowed with prior approval of Employer's Representative.
ITB 18.1	Bidders shall quote for the entire Plant and Installation Services on a "single responsibility" basis.
ITB 18.2	45% of the sum of Net present Value (NPV) of Capex and 20 Years Operation service Charges.
ITB 19.1	The currency(ies) of the Bid shall be as follows: (a) All Construction price shall be paid only on Indian Rupee (INR) (b) Operation and maintenance fees shall be paid only on Indian Rupee (INR)
ITB 20.1	The Bid validity period shall be <b>180 days</b> .
ITB 20.3 (a)	The Bid Price shall be adjusted by the following factor: No Adjustment in Bid Price shall be considered
ITB 21.1	Bid Security shall be <b>INR 2,60,00,000 (Rupees Two Crores sixty Lakhs Only )</b> in the form of Bank Guarantee as per the format given in Section IV of this Volume /Demand Draft/ Banker's Cheque/ Pay Order from Nationalized Bank/ Scheduled Bank in India/ Foreign Bank having its Branch in Chennai, in favour of Executive Engineer, TWAD Board, RWS Division, Kallakurichi
ITB 21.2	<b>Bank Guarantee/ Bank Draft or Pay Order or Bankers Cheque in favour of Executive Engineer, TWAD Board, RWS Division, Kallakurichi payable at Kallakurichi "**drawn on any Nationalized/ International Scheduled Bank shall be accepted. Bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.</b>
ITB 22.1	In addition to the original of the Bid, the numbers of copies to be submitted are: Two Hard (02) copies (Marked as "COPY") and One (01) Soft copy of Technical Bid and Two Hard (02) copies (Marked as "COPY") of Financial Bid and one (1) soft copy of Financial Bid. Non-compliance of this clause may lead to rejection of bid.
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Original Power of Attorney (legally valid) for authorized signatory of the Bid.



ITB 22.3	Power of Attorney for the Lead member of the JV/Consortium, if bid submitted in JV/Consortium.
<b>D. Submission and Opening of Bids</b>	
ITB 24.1	<p>For <b><u>Bid submission purposes</u></b>, the Employer's address is:</p> <p><b>The Chief Engineer,</b> <b>Tamilnadu Water supply and Drainage Board,</b> <b>8, 1<sup>st</sup> East Main Road,</b> <b>Gandhinagar</b> <b>Vellore - 632006</b> <b>Phone No: 0416 2243743</b> <b>Email ID: cenrvlr@gmail.com</b></p> <p><b>The deadline for Bid submission is:</b> Date: <b>12.02.2021</b> Time: up to <b>03.00 PM</b></p>
ITB 27.1	<p>The Technical Bid opening shall take place at:</p> <p><b>The Chief Engineer,</b> <b>Tamilnadu Water supply and Drainage Board,</b> <b>8, 1<sup>st</sup> East Main Road,</b> <b>Gandhinagar</b> <b>Vellore - 632006</b> <b>Phone No: 0416 2243743</b> <b>Email ID: cenrvlr@gmail.com</b></p> <p>Date: <b>12.02.2021</b> Time: at <b>3.30 pm</b></p>
<b>E. Evaluation, and Comparison of Bids</b>	
ITB 37.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: <i>Indian National Rupees (INR)</i></p> <p>The source of exchange rate shall be: <i>Reserve Bank of India</i></p> <p>The date for the exchange rate shall be: <i>the date of Bid submission specified in ITB 24.1.</i></p>
<b>F. Award of Contract</b>	
ITB 44.1	5 % of Design Build Portion of Accepted contract Price that is inclusive of all taxes and duties.





## Section III. Evaluation and Qualification Criteria

### 3. Qualification Criteria

#### 3.1 Eligible Tenderers:

This Invitation to Tender is only open to those firms or Consortium who fulfil the eligibility criteria as noted below:

3.1.1. For the purpose of this Tender, an Eligible Tenderer shall be as defined in clause 4 of ITB, Volume-I.

3.1.2. A firm, who has purchased the Bid/Tender Document in their name, may submit the Bid/Tender either as an individual firm or as a member of the Joint Venture or Consortium.

3.1.3. The bidder / partners of the Joint Venture / Consortium should furnish an undertaking that they have not applied for or are now part of Corporate Debt Restructure (CDR).

#### 3.2 Eligibility Criteria:

Only Tenderers satisfying the following minimum eligibility criteria should submit the Tender Documents. The Work Experience during the last ten years ending as on the date of Bid submission shall be taken for evaluation. For the minimum Eligibility Criteria, value of successfully completed works will only be considered, duly supported by Client's Certificate. Documentary proof such as Completion Certificates along with copy of work order/contract agreement(s) from Clients for such work should be submitted, clearly indicating the overall completion period of the work. If these supporting documents are not submitted, then the Employer reserves the right to declare the Tenderer as non-compliant.

Each and every page of Foreign Document(s), i.e. Document(s) created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), Power of Attorney(s), Undertaking(s), documentary evidence(s), qualifying document(s), etc. shall be compulsorily authenticated / embossed / legalized from the Indian Embassy / Indian High Commission/ Notary Public situated in the country from where such Foreign Document(s) are created or are originating before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project. This clause shall be applicable to documents submitted to fulfil the conditions as called in Clause 3.2.1 and 3.2.2 respectively.

Such authentication / embossment / legalization from the Indian Embassy / Indian High Commission/ Notary Public shall also apply to all such document(s) that are in a language other than English, which shall be compulsorily required to be translated (as the true translated copies of the original) by a duly certified / authorized / qualified Translator, supported by the affidavit of the said Translator, certifying the correctness of the English translation.



However, in case of Foreign Document(s) created or originating from Countries that have signed, ratified and have made operational the Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents, 5 October, 1961 "Hague Legalization for Convention, 1961", the Applicants may affix as "Apostle" sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Applicants shall be compulsorily required to get all such "Apostle" Foreign Document(s) approved, certified and attested from the Indian Embassy / Indian High Commission in that country where the 'Foreign Documents(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Applicant shall follow any other norms / guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.

However, in case of certificates/financial data originated within India, the same needs to be duly notarized.

**General:**

- i) The following technical experience shall be wholly met by the single entity if the bidder is a single entity.
- ii) Bidders should not have been debarred blacklisted by any Indian Utility body/Municipality or Govt./semi Govt. undertaking or multilateral funding agencies at any time in the last ten years.
- iii) Bidders should not have been referred to CDR in the last ten years.
- iv) Credential / experience of the Parent company can be used by subsidiary/Associate companies and the Credentials / experiences of the subsidiary/Associate companies can be used by a parent company. This is applicable provided the company bids for the project shall furnish guarantee from the Parent /subsidiary/Associate company whose experience is cited for qualification.
- v) In case of a bid by a JV/Consortium of firms, the firms shall have to satisfy the following criteria:
  - a. For the purpose of evaluation of the consortium/JV, the lead partner shall contribute not less than 50 % and other member individually contribute not less than 25% towards the turnover criteria prescribed for the Bidder. And they should satisfy the criteria collectively.
  - b. In case a consortium bid having two members, the Lead Member of the JV/Consortium shall maintain shall contribute not less than 50% of the JV/Consortium during full tenure of the contract and the other member shall have not less than 25% share of interest each in case of JV/ Consortium during the full tenure of the contract. Any one of the member of the JV/Consortium should be registered in India.
  - c. Any change in percentage stake of JV/ Consortium members is not



permitted during the evaluation and finalisation of Tenders. Further, any change in percentage stake of JV/ Consortium members shall not be done without prior written approval of Employer during the execution. This shall be treated as Material Breach of Contract and Successful Bidder/Contractor in the event of default entitling Employer to encash Security Deposit and or to terminate the contract after 30 (thirty) days' notice.

- d. Both members of JV/Consortium shall be jointly and severely liable for the performance of the contract.
- vi) Even though the bidders meet the above qualification criteria, they are subject to be disqualified if they have:
  - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement and/ or
  - b. record of non-performance resulted in abandoning the works and litigation history.

### **3.2.1. Technical Eligibility Criteria:**

- (i) The bidder or any one partner of the Joint Venture/Consortium should have Designed, Constructed, Erected, Tested and Commissioned at least one number of Sea Water Desalination Plant, based on Reverse Osmosis (SWRO) process with a single SWRO plant production capacity of minimum 30 MLD and the same plant should have been in successful operation for minimum of two years during the last five years as on the date of bid submission.  
and
- (ii) The bidder or any one member of the Joint Venture/Consortium should have Operated & Maintained at least one number of Sea Water Desalination Plant, based on Reverse Osmosis process with a production capacity of minimum 30 MLD for a minimum period of two years during the last five years as on the date of Bid submission. and.
- (iii) The Bidder or any one member of the Joint Venture/Consortium should have experience of design and construction of at least one number of SWRO based Desalination plant with a minimum SWRO skid size of 10 MLD as on the date of bid submission.  
and
- (iv) The bidder or any one member of the Joint Venture/Consortium should have constructed as on the date of bid submission at least one Sea Water Intake and Outfall System with minimum of the following:
  - i. One project of intake and Outfall system of capacity not less than 30 MLD and successfully running for a minimum period of 2 years.
  - ii. Installation of intake pipe with HDPE pipeline of OD  $\geq$  1200 mm for a minimum length of 700 m through dredging.
  - iii. Installation of outfall pipeline with multi-diffuser arrangement using HDPE pipe of OD  $\geq$  1200mm for a minimum length of 700m.





- iv. Should have operation and maintenance experience of intake and Outfall system of capacity not less than 30 MLD for a period of 2 years.

3.2.2. Financial Eligibility Criteria:

- (A) **If the bidder is a Single Entity, it should have minimum financial capabilities as below:**

**Financial Eligibility Criteria: (A) If the bidder is a Single Entity, it should have minimum financial capabilities as below:**

- i. Should have an Average Annual Financial Turnover of INR 514 crore in the last three financial years ending 31st March 2020 (2017-18 to 2019-20) and the minimum annual turnover in each of the last three years shall be INR 206 crores. (The turnover shall be derived from Construction works only) and
- ii. Should have completed a single work in SWRO/ TTRO/WTP of cost not less than Rs.206 crores during last 5 years (i.e., Financial year 2015-16 to 31st December 2020) on DBO/EPC/Turnkey basis. . and
- iii. Shall demonstrate jointly that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 86 Crores.
- iv. Should have a Net worth of not less than Rs. 129 Crore as on 31st March 2020 and
- v. Bid Capacity of the Bidder shall not be less than INR 514 crore.

- (B) **If the bidder is a Joint Venture or a Consortium, maximum of two members are allowed in the Joint venture/consortium and the lead partner should meet not less than 50 % of the qualifying criteria and the other member shall meet minimum 25%. However, both the members should collectively meet 100% of qualifying criteria.**

**(B)-1 The Lead member should meet the financial capabilities as below:**

- (i) The lead partner of the JV/Consortium should have average Annual Financial Turnover of INR 257 crores in the last three financial years ending 31st March 2020 (2017-18 to 2019-20) and the minimum annual turnover in each of the last three financial years shall be INR 103 crores. (The turnover shall be derived from construction works only)
- (ii) The Lead Partner of the JV/Consortium should have completed single work in SWRO/ TTRO/WTP of cost not less than Rs.206 crores during last 5 years (i.e., Financial year 2015-16 to 31st December 2020) on DBO/EPC/Turnkey basis.
- (iii) Shall demonstrate jointly that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means



(independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 43 Crores in proportion of the JV/Consortium.

- (iv) Should have a combined Net worth of not less than Rs.65 Crore and in the proportion of their JV/Consortium as on 31<sup>st</sup> March 2020
- (v) Bid capacity of the Lead partner should be not less than INR 257 crores and also in proportion to their JV/Consortium percentage of participation

**(B)-2 Other member of the JV/consortium should meet the financial capabilities as below:**

- (i) the other member of the JV/Consortium should have Average Annual Financial Turnover of INR 129 crores in the last three financial years ending 31<sup>st</sup> March 2020 (2017-18 to 2019-20) and the minimum annual turnover in each of the last three financial years shall be INR 52 crores.(The turnover shall be derived from construction works only)
- (ii) the other member of the JV/Consortium Shall demonstrate jointly that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 22 Crores and also in proportion to their participation percentage of JV/Consortium.
- (iii) Each of the other member of the JV/Consortium Should have a combined Net worth of not less than Rs.33 Crore and also in proportion to their participation percentage of JV/Consortium as on 31<sup>st</sup> March 2020.
- (iv) Bid capacity of the other member shall not be less than INR 129 crore and also shall be in proportion to their participation

**(C) Bid Capacity**

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

where

A =Maximum value of works in respect of Projects executed in any one year during the last five years (updated to the price level of the year 2020-21) taking into account the completed as well as works in progress.

The projects as mentioned include DBO/ turnkey projects/ item rate contract/ Construction Works/BOT/PPP.



N = Number of years prescribed for completion of the works for which bids are invited= Two and half year/ Thirty months.

B = Value of existing Commitments and on-going works to be completed during the next thirty months.

The statement showing value of all existing commitments and ongoing works as well as stipulated period of completion remaining for each works listed should be countersigned by the Statutory Auditor / Chartered Accountant of the bidding entity in respect of DBO/EPC Projects/Item rate or Concessionaire Authorized Signatory of SPV in respect of BOT/PPP Projects and verified by Statutory Auditor. Price for last years shall be updated to the present price level @ 5% p.a.

If the Bids are submitted by a JV/Consortium, the lead member should meet not less than 50 % of the Bid capacity and the other partner not less than 25% and collectively they should also meet the Bid capacity not less than 100% in proportion to their participation.

### **3.3 Evaluation of Bids:**

#### **3.3.1 General**

Prior to the detailed evaluation of Bids, the Employer will determine whether each bid -

- i) meets the eligibility criteria as called above in Section-III.
- ii) has been properly signed.
- iii) is accompanied by the required securities.
- iv) is substantially responsive to the requirement of the Bid documents.

Thereafter only if above criteria is meet, the technical bid shall be evaluated to meet the requirements of the Contract documents in terms of material, process etc. as per Volume-2, Employer Requirements

As a result of the Technical evaluation, the Bids which are technically responsive shall be short listed with the concurrence of TWAD Board. The Price Bids of the technically responsive bidders only shall be opened on the date of opening of Price Bids with due information to all the technically responsive Bidders.

Conditional bids will not be accepted and will be rejected.

#### **3.3.2 Evaluation of Technical Bid:**

The Technical proposals contained in the Technical Bid envelop will be assessed using the following steps.

Step	Description	Remarks
1	Completeness of the Bid – The bid will be checked for its completeness, that whether all the materials, certificates have been provided as requested.	



2	Fulfilment of Eligibility and Qualification criteria (Work experience, Manpower resources, Design Team, Turnover, Net worth etc as specified above)	
---	---	--

Bidders are required to complete and submit the credentials along with the Letter of Technical Bid, providing details of their Technical Proposal.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

All the required details shall be provided by the Bidder in Section 4.

Non-compliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection and such non-compliance will be subject to clarification during bid evaluation and rectification prior to contract award.

Technical proposals which are unable to satisfy the Section 6 (Employer's Requirements) shall be rejected.

The following documents and information should be submitted.

1. Single line diagram;
2. Process design calculation;
3. Process unit sizing calculation;
4. Piping and instrumentation diagram;
5. Process flow diagram/mass balance;
6. General arrangement drawings, including plants and sections for all major structures;
7. Equipment arrangement and layouts;
8. Equipment specifications and data sheet;
9. Process description/narrative;
10. Hydraulic profile/calculations;
11. Method statement for construction specifically for intake and outfall;
12. Organization of the team for the contract, including DB and OM;
13. Testing and commissioning method statement;
14. Training plan;
15. Implementation schedule with methods statement;
16. Specifications of general pipes, pumps and other equipment
17. Any other material that the Bidder wishes to add to demonstrate its understanding of and its plans for achieving each of the Key Factors listed in Table 3-3

Once the Bid is found to be substantially responsive to the above requirements, detailed technical evaluation shall be done as below with reference to Employers Requirements.

S.No	Name
1	Production of Water – Quantity
2	Production of Water – Quality
3	Layout Buildings Services and Amenities
4	Hand Back operations
5	Project management

**Bid Evaluation Key Factors**

Each of the five technical bid evaluation criteria has one or more key success factors that must be satisfied for the project to achieve its objective. These key factors shall be used in evaluating the bids. Table below contains these key factors. The related documents / information should be indicated for relevant key factors

**Technical Evaluation Criteria Key Factors**

S.No.	Criterion	Key Factors	
1	Quantity of the Product Water Requirement:	1	Whether the design of the plant satisfies to give the capacity provided-60 MLD initially and expandable up to 72 MLD in future
		2	Whether 95% of quantity reliability is achievable i.e 95% of 60 MLD initially and expandable up to 72 MLD in future
2	Quality of the Product Water Requirement	1	Whether the design will give the specified water quality as per the Employers requirements
		2	Whether 100% quality reliability is achievable
3	Civil works – Buildings and Amenities	1	Whether buildings are provided and fitted out as specified
		2	Secure Access is provided to site and Buildings
		3	Electricity is provided to all the parts of the Plant
		4	Other Services and Amenities are provided
4	Hand Back Operations	1	Whether sufficient training contemplated for TWAD staff to make them O&M competent
		2	Assets are in the expected condition at hand
		3	Systems are in the expected condition at hand back
		4	Adequate spares are provided at hand back
5	Practise of Project Management	1	Whether project time schedules are complied
		2	Whether the Budget and costs will be met and quality of materials is as per the Tender
		3	Environmental Impact management assessment and responsibilities are met

**3.3.3 Evaluation of Financial Bid:**

**Financial Bid:**

The Price bids of the technically responsive Bidders shall be opened on a date to be informed to the technically responsive Bidders. The Price bids shall be opened in the presence of representative of technically responsive Bidders. The Bidders' representatives who are present shall sign a register evidencing their attendance

The economic evaluation of Bids will be as follows:

Evaluation will be made by NPV method considering

- \* 24 months for construction and 6 months period for Trail run & Commissioning followed by 20 years of operation and maintenance period
- \* Asset replacement cost as and when it happens in the respective year
- \* Net Present Values will be compared at a discount rate of 10%. The yearly factors are as per the below table.

Design-Build period			O&M years									
10%	50%	40%	I	II	III	IV	V	VI	VII	VIII	IX	X
0.909	0.826	0.751	0.683	0.621	0.564	0.513	0.467	0.424	0.386	0.350	0.319	0.290
O&M years												
XI	XII	XIII	XIV	XV	XVI	XVII	XVIII	XIX	XX			
0.263	0.239	0.218	0.198	0.180	0.164	0.149	0.135	0.123	0.112			

- \* Power shall be taken at INR 6.35 per KWh and Rs 350 per KVA as Fixed Demand Charges for the purpose of Evaluation
- \* The Outflow for Design Build shall be taken as 10% for the period (0 to 6 months), 50% for the period (7 to 18 months), and 40% for the period (19 to 30 months).
- \* For a stream or series of future payments, the total net present value from 1 to n years would be calculated as:

	Activity	Period	To be quoted as	Amount
A	Design Build Period cost (30 months (Net present cost will be taken as 10% first six months, 50% for next twelve months and 40% for further twelve months))	6 months Design Period (0-6) months	0.10 * Quoted amount for Design and Build	<b>X1</b>
		First year construction period (7-18) months	0.50 * Quoted amount for Design and Build	<b>X2</b>



		Second year of construction period (19-30) months	0.40 * Quoted amount for Design and Build	X3
B	Total Design Build Cost			A = X1+ X2+ X3
C	Total Evaluated Price for Design Build			A <sub>T</sub> = (NPV of X1 +NPV of X2 + NPV of X3 Design Build Cost )
D	O& M Cost (NPV cost)	20 years	As per BOQ and asset replacement cost will be added to the respective year of O&M.	B <sub>T1</sub> to B <sub>T20</sub>
E	Power Consumption Charges (NPV Cost)			
F	Asset Replacement cost (NPV cost)			
H	Total Evaluated Price for O&M			B <sub>T</sub> ( Sum of NPV of O&M Cost, Power consumption Charges and Asset Replacement cost)
G	System Expansion Cost (Schedule 9+10)			C <sub>T</sub>
I	Total Evaluated Price			A <sub>T</sub> +B <sub>T</sub> + C <sub>T</sub>
<div>• A notional discounting factor of 10% will be used for calculating NPV</div>				

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 non-performance such as abandoning the works, Non-Performing Contracts, Pending Litigation and litigation history,



## **Section IV. Bidding Forms**





## **Letter of Technical Bid**

Date: XXXX  
IFB No.: XXXX

To:

**The Chief Engineer,  
Tamilnadu Water supply and Drainage Board,  
8, 1<sup>st</sup> East Main Road,  
Gandhinagar  
Vellore - 632006  
Phone No: 0416 2243743  
Email ID: cenrvlr@gmail.com**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We, including any Subcontractors, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4;
- (c) We, including any Subcontractors, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to Design, Manufacture, Test, Deliver, Install, Pre-commission, Commission and Operate & Maintain for Twenty (20) years after successful commissioning of complete plant (entire works), in conformity with the Bidding Documents, the following Plant and Installation Services: **DESIGN, BUILD 60 MLD CAPACITY DESALINATION PLANT BASED ON SEA WATER REVERSE OSMOSIS AT KOONIMEDU IN VILLUPURAM DISTRICT, TAMIL NADU AND OPERATE AND MAINTAIN FOR 20 YEARS.**
- (e) Our Bid shall be valid for a period of 180 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a Subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2 (c), and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents



- (i) We, including any of our Subcontractors or suppliers for any part of the contract have not been terminated/ cancelled by other State Government/State Government Bodies or municipalities/ Public Sector Units in India or any foreign reputed agency like World Bank/ADB/JICA and similar funding agencies.
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive

Name of the Bidder\*[*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*[*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid [*insert complete title of the person signing the Bid*]

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

\*\*.: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.



## BID SECURITY (BANK GUARANTEE)

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for the construction of \_\_\_\_\_ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>1</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2021 .

THE CONDITIONS of this obligation are:

- 1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;  
or
- 2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 28.2;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>2</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

[signature, name, and address]

<sup>1</sup> The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

<sup>2</sup> 45 days after the end of the validity period of the Bid.



## **DECLARATION OF UNDERTAKING**

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines<sup>1</sup>.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of @ (name of country).

We also declare that our company/both members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/both members of the consortium will immediately inform the client TWAD if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client TWAD. The client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....

(Place)

(Date)

(Name of company)

.....

(Signature(s))

---

<sup>1</sup> See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"



## AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.:

---

Name and address of Employer:

---

(together with successors and assigns).

We have been informed that

---

*(name of Contractor)*

(hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we

---

*(name of affiliated company)*

irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under

---



60 MLD Reverse Osmosis based Sea Water Desalination Plant near Koonimedu, Villupuram , Tamil Nadu  
the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this  
guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(position in parent/subsidiary company)

\_\_\_\_\_  
(position in parent/subsidiary company)

Date: \_\_\_\_\_

-- Note --

*[The Bidder shall fill out the Form for each subsidiary, parent entity, etc. that the  
Bidder submits for consideration of the Employer in determining its qualifications.]*



## **TECHNICAL PROPOSAL**

- 1. Site Organization**
- 2. Method Statement**
- 3. Mobilization Schedule**
- 4. Construction Schedule**
- 5. Plant**
- 6. Personnel**
- 7. Equipment**
- 8. Proposed Subcontractors for Major Items of Plant and Services**
- 9. Manufacturer's Authorization**
- 10. Time Schedule (Overall Project Program)**
- 11. Functional Guarantee of the Proposed Facilities**
- 12. Safety Plan**
- 13. QA/QC**
- 14. Environmental and Social Management Plan**
- 15. Asset Replacement Plan**

**Note: Further details of these are provided in the pages below**





## 1. SITE ORGANISATION

- a) Bidder to provide an overall Organization chart with key roles, names and responsibilities of all project team members, their location and duration of deployment;
- b) The Bidder shall also identify other specialist construction sub-contractor(s), their key resources;
- c) The Bidder shall identify the RO system process design engineering Consultants and any other key specialists or service providers proposed for the SWRO Project;

## 2. METHOD STATEMENT

### 2.1 Specific similar experience for confirming the past experiences in the proposed method statement

Bidder shall provide at least one reference project where the Bidder has designed and constructed similar work as proposed in the Method Statement. Bidder shall provide the supportive documents such as award of contract, completion certificate and contract agreement If Partner in a JV or Sub contractor, etc.

#### 2.1.1 SWRO Desalination Plant system

Bidder's confirmation that all process equipment and pumps, will be procured by the Bidder from reputable manufacturers that have proven and reliable operating experience on at least three (3) existing SWRO Desalination Plants that are operating references by the Bidder.

- i. Employer's Name
- ii. Contact person
- iii. Address
- iv. Telephone / Fax Number
- v. Email Address
- vi. Type of Equipment
- vii. Manufacturer

#### 2.1.2 Sea water Intake System

Bidder shall provide the following details in respect of their existing Clients to demonstrate capability, capacity and experience in respect of seawater intake system:

- i. Employer's Name
- ii. Contact Person
- iii. Address
- iv. Telephone/Fax Number
- v. Email Address
- vi. Intake Type (any)
- vii. Capacity
- viii. Purpose of pipe laying
- ix. Pipe Type (Bidder shall provide three reference projects if the Bidder select other than the HDPE)
- x. Pipe Diameter



- xi. Construction method (drilling/dredging/excavation/ laying at seabed)
- xii. Pipeline cleaning method
- xiii. Value of the work for Intake system only (with supporting document)
- xiv. Work carried out through Single entity/JV/Sub Contractor
- xv. If subcontractor involved in the above mentioned construction then details of the subcontractor
  - a) Name
  - b) Address
  - c) Telephone/Fax Number
  - d) Email Address

### 2.1.3 Pre-treatment System

It is very important to note that the Bidder offers a pre-treatment system, which they have used (designed and operated) successfully in the past at other full-scale seawater desalination projects. Bidder shall provide the following details in respect of their existing Clients to demonstrate capability, capacity and experience in respect of pre-treatment system works:

- i. Employer's Name
- ii. Contact Person
- iii. Address
- iv. Telephone/Fax Number
- v. Email Address
- vi. Type of Pre-treatment
- vii. Year of construction

### 2.1.4 Concentrate and other Waste Discharge Facilities

Bidder shall provide the following details in respect of their existing Clients to demonstrate capability, capacity and experience in respect of brine diffuser works:

- i. Employer's Name
- ii. Contact Person
- iii. Address
- iv. Telephone/Fax Number
- v. Email Address
- vi. Pipe Type
- vii. Pipe diameter
- viii. Type of diffuser
- ix. Value of the work – Pipe laying and diffuser with supporting document
- x. Work carried out through Single entity/Sub-Contractor
- xi. If subcontractor involved in the above-mentioned construction then details of the sub-contractor
  - a. Name
  - b. Address
  - c. Telephone/Fax Number
  - d. Email Address

**3. MOBILISATION SCHEDULE**

Bidder's Name: .....

Name of Contract: .....

**DESIGN, BUILD 60 MLD CAPACITY DESALINATION PLANT BASED ON SEA WATER REVERSE OSMOSIS AT KOONIMEDU IN VILLUPURAM DISTRICT, TAMIL NADU AND OPERATE AND MAINTAIN FOR 20 YEARS**

No	Activity <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
	{e.g.,												
1	Mobilization												
2	Design Preparation												
3	.....												
4	Issuance of Construction permit												
5	Commencement of the Works												
6	.....												
7	Test												

1. List the construction activities with the breakdown for activities required to produce them and other benchmarks such as the Statutory or Engineer's approvals. Indicate the activities, benchmarks, etc separately for each Section of the Works, if any.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart including:
  - a. anticipated construction rates for key construction activities
  - b. anticipated sources of the key construction materials and associated transportation distances



#### 4. CONSTRUCTION SCHEDULE

Bidder's Name: .....

Name of Contract: .....

**DESIGN, BUILD 60 MLD CAPACITY DESALINATION PLANT BASED ON SEA WATER  
REVERSE OSMOSIS AT KOONIMEDU IN VILLUPURAM DISTRICT, TAMIL NADU AND  
OPERATE AND MAINTAIN FOR 20 YEARS**

The Bidder shall provide general description of the arrangements and method statement which the Bidder intends to adopt for the execution of the intended works.

The Bidder's arrangements and method statement should demonstrate their adequacy for satisfactory execution and completion of the intended works outlined in the Contractor's Proposal.

**5. PLANT**

Bidder's Name: .....

Name of Contract: .....

**DESIGN, BUILD 60 MLD CAPACITY DESALINATION PLANT BASED ON SEA WATER REVERSE OSMOSIS AT KOONIMEDU IN VILLUPURAM DISTRICT, TAMIL NADU AND OPERATE AND MAINTAIN FOR 20 YEARS**

The Bidder shall list key construction equipment necessary for satisfactory execution of the Works proposed by the Bidder in the Contractor's Proposal.

A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	



## 6. PERSONNEL

### Form PER – 1: Proposed Personnel

Bidders should provide the details of proposed personnel and their experience record in the relevant Information Forms below for each of the candidate.

1	Title of position*
	Name
2	Title of position*
	Name
3	Title of position*
	Name
4	Title of position*
	Name
Etc.,	Title of position*
	Name

-- Note --

\* As listed in Section VI (Employer's Requirements).



## Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager/personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and Management Experience





## 7. EQUIPMENT

### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section VI (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	



## 8. PROPOSED SUBCONTRACTORS AND/OR MANUFACTURERS FOR MAJOR ITEMS OF PLANT AND SERVICES

The following Subcontractors and/or Manufacturers are proposed for carrying out the item of the facilities. Bidders are free to propose more than one for each item.

Item No.	Description of Item	Minimum Criteria to be met	Name and Experience details of the Sub-Contractors
<b>For Subcontractors (SC) – Separate forms shall be used for each sub-contractors and shall be named as SC1, SC2.....etc</b>			
1	Construction of buried offshore sea water intake / trestle type, buried brine outfall and diffuser	The subcontractor shall have successfully completed at least one (1) contract in the past ten years involving construction of a marine structure and pipe laying works in the ocean but within the vicinity of the shoreline using barge mounted construction equipment or similar	
2	Civil works for the general services facilities	<p>The sub-contractor shall have at least 10 years' experience of major civil engineering and building projects.</p> <p>The subcontractor shall have completed at least one (1) civil engineering project with a contract value Rs.25 crore or more in the last five years</p>	
3	Ancillary, Electrical Supply System and Other Support Services	The subcontractor shall have at least 10 years' experience in similar works and completed at least one similar contract.	
4	Instrumentation and Controls	The subcontractor shall have at least 10 years' experience in similar works in water / Wastewater sector and completed atleast one similar contract.	



**For manufacturers (M) - Separate forms shall be used for each item of manufacturers and shall be named as M1, M2.....etc**

1	Pressure-exchanger type Energy Recovery System	The Isobaric Pressure-exchanger type Energy Recovery System should be the PX type pressure exchangers manufactured by Energy Recovery Incorporated, USA or equivalent	
2	Reverse Osmosis System	Reverse Osmosis system design shall be based on the use of spiral-wound, polyamide composite type membrane elements. Suitable RO membrane products of standard 8-inch diameter by 40-inch length from the following manufacturers are acceptable to be used for this project: Dow Chemical - Filmtec (USA), Hydranautics (Japan), and Toray (Japan) or equivalent	
3	Pipes	The manufacturer shall have ISO certification.	
4	Pumps	The manufacturer shall have ISO certification.	



## 9. MANUFACTURER'S AUTHORIZATION

Date: *[insert date (as day, month and year) of bid submission]*

ICB No.: *[insert number of bidding process]*

To: *[insert complete name of the employer]*

### WHEREAS

We *[insert complete name of the manufacturer or manufacturer's authorized agent]*, who are official manufacturers or agent authorized by the Manufacturer of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Conditions of Contract, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

-- Note --

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the BDS.*



## **10. TIME SCHEDULE**

To be used by Bidder in concurrence with the time Schedule of the Contract.

**11. FUNCTIONAL GUARANTEE OF THE PROPOSED FACILITIES****Form FUNC**

The Bidder shall copy on the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in Appendix 7 of Section IX Contract Forms, and on the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

	<b>Functional Guarantee [as required by the Employer in Section IX]</b>	<b>Functional Guarantee Value Offered by the Bidder</b>
1.	Product water quantity	Minimum 60 MLD initially and expandable up to 72 MLD in future
2.	Product water quality	(shall not be less than the specified quality parameters as in Employer's Requirements)
3.	Specific Power Consumption	First Year ..... KWh/ML Second Year ..... KWh/ML ..... Twentieth Year ..... KWh/ML
4.	Life of Components such as RO/UF Membranes, Cartridge filter etc	Not less than 5 Years
5.	Key Personnel	
	R O Membrane	
	UF Membrane	
	Cartridge Filter	
	Others	
6.	Key Personal	Should have minimum Key personnel as per Section VI- Employer's Requirements
7.	Any other	



## 12. SAFETY PLAN

***[Insert Technical Proposal for Safety Plan.]***

- **( As per GCC Clause No:4.8 of Volume-1 and Employer's Requirement - Volume-2 )**





### **13. QA/QC PLAN**

( As per GCC Clause No:4.9 Volume-1 and Employer's Requirements - Volume-2)



## **14. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN**

**[As per Employer's Requirement - Volume-2]**



## 15. ASSET REPLACEMENT PLAN

(Only to provide the name of equipment with its technical description such as flow, capacity etc. and its intended date of replacement as per Employers Requirements)

(Price to be indicated only in Price Schedule -Volume-4, Price Bid ONLY)

Item No.	Description of Item	Month and Year of Replacement
(1)	(2)	(3)



## SECTION V: BIDDER'S QUALIFICATION

To establish its qualification to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder:

- Form ELI -1: Bidder Information
- Form ELI -2: JV/Consortium Partner's Information
- Form CON: Historical Contract Non-Performance
- Form FIN -1: Financial Situation
- Form FIN -2: Annual Turnover
- Form FIN -3: Credit Facilities
- Form FIR -1: Financial Resources
- Form FIR -2: Current Contract Commitments
- Form EXP -1: General Construction Experience
- Form EXP -2: Specific Experience



## FORM ELI - 1: BIDDER INFORMATION

Date: [insert day, month, year]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[The Bidder shall provide the following information.]

1. Bidder's legal name: [insert full name]
2. In case of JV/Consortium, legal name of the representative member and of each member: [insert full name of each member in the JV and specify the representative member]
3. Bidder's actual or intended country of registration: [insert country of registration]
4. Bidder's actual or intended year of incorporation: [insert year of incorporation]
5. Bidder's legal address in country of registration: [insert street/number/town or city/country]
6. Bidder's authorized representative information Name: [insert full name] Address: [insert street/number/town or city/country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] Email Address: [insert E-mail address]
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4. <input type="checkbox"/> In case of JV, letter of intent to form JV/Consortium or JV/Consortium agreement, in accordance with ITB 4.1.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.
9. Detailed information related to the Promoters of the Company including their background, education and experience track records
10. Information related to the status of the Company, like, whether the company is a Parent company or a subsidiary company



## FORM ELI - 2: JV/Consortium Partner's INFORMATION

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

*[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV/Consortium member (in case the Bidder is a JV/Consortium) as well as any specialist Subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]*

1. Bidder's legal name: *[insert full name]*

2. Bidder's Party legal name: *[insert full name of Bidder's Party]*

3. Bidder's Party country of registration: *[insert country of registration]*

4. Bidder's Party year of incorporation: *[insert year of incorporation]*

5. Bidder's Party legal address in country of registration: *[insert street/number/town or city/country]*

6. Bidder's Party authorized representative information

Name: *[insert full name]*

Address: *[insert street/number/town or city/country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[insert E-mail address]*

7. Attached are copies of original documents of

Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

9. Detailed information related to the Promoters of the Company including their background, education and experience track records

10. Information related to the status of the Company, like, whether the company is a Parent company or a subsidiary company



## FORM CON: HISTORICAL CONTRACT NON-PERFORMANCE

[The following table shall be filled in for the Bidder and for each member of a JV/Consortium and any specialized sub-contractor proposed.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

### 1. History of Non-Performing Contracts

#### Non-Performing Contracts

- ☐ Contract non-performance did not occur in last ten years ending 31.12.2019, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, as appropriate.

Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"><li>Contract Identification: [indicate complete Contract name, number, and any other identification]</li><li>Name of Employer: [insert full name]</li><li>Address of Employer: [insert street/city/country]</li><li>Reason(s) for non-performance: [indicate main reason(s)]</li></ul>	[insert amount]



## 2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> Pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, as appropriate.				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"><li>Contract Identification: [indicate complete Contract name, number, and any other identification]</li><li>Name of Employer: [insert full name]</li><li>Address of Employer: [insert street/city/country]</li><li>Matter in dispute: [indicate main issues in dispute]</li><li>Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</li></ul>	[insert amount]





### 3. Litigation History

Litigation History		
<input type="checkbox"/> Court/arbitral award decisions against the Bidder, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, as appropriate, are indicated below:		
Year of Award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
[insert year]	<ul style="list-style-type: none"><li>Contract Identification: [indicate complete Contract name, number, and any other identification]</li><li>Name of Employer: [insert full name]</li><li>Address of Employer: [insert street/city/country]</li><li>Matter in dispute: [indicate main issues in dispute]</li><li>Party who initiated the dispute: [indicate "Employer" or "Contractor"]</li><li>Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</li></ul>	[insert amount]

Bidder has to provide details of Non-Performing Contracts, Pending Litigation and Litigation History in Form CON 1, 2 and 3 respectively as per Clause 3.3 of Section-III of Volume I.

**FORM FIN - 1: FINANCIAL SITUATION**

[The following table shall be filled in for the Bidder and for each member of a JV/Consortium including any specialized sub-contractor proposed.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous [insert number] years (amount, currency, exchange rate, INR equivalent)				
	Year 1	Year 2	Year 3	Year (n-1)	Year (n)
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					



## 2. Financial documents

The Bidder and its Parties shall provide copies of the financial statements for 05 (five) years pursuant to the Prequalification Criteria or Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV/*Consortium* member, of each member, and not an affiliated entity(such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements<sup>1</sup> for the 05 (five) years required above; and complying with the requirements.

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<sup>1</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.



## FORM FIN - 2: ANNUAL TURNOVER

[The following table shall be filled in for the Bidder and for each member of a JV/Consortium.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

Annual Turnover Data (from Construction works only) for the last 5 years			
Year	Amount and Currency	Exchange rate	INR equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in INR equivalent]

\* Total INR equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.2, as appropriate.



## FORM FIR - 1: FINANCIAL RESOURCES

[The following table shall be filled in for the Bidder and for each member of a Consortium/JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.2]

Financial Resources		
No.	Source of financing	Amount (INR equivalent)
1		
2		
3		

- If the bidder intend to get facilities from Banks they should furnish undertaking letter from the Banks as per format FIR-3



## FORM FIR -2: CURRENT CONTRACT/WORK COMMITMENTS

[The following table shall be filled in for the Bidder and for each member of a JV/Consortium.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

Page [insert page number]of [insert total number]pages

[Bidders and each member of a JV/Consortium should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria

Bidder has to provide details of Current Contract Commitments in Form FIR – 2 in accordance with Section III, Evaluation and Qualification Criteria, Clause 3.2.2.C “**Bid Capacity**”

		Current Contract Commitments				
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Total Value of the Contract	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR/month)]
1						
2						
3						
4						
5						



## FORM FIR - 3: CREDIT FACILITIES

(FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES )

From:  
The Senior Bank Manager,  
.....Bank

### 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 till the completion of the contract.

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



## FORM EXP - 1: GENERAL CONSTRUCTION EXPERIENCE

[The following table shall be filled in for the Bidder and for each member of a JV/Consortium and any specialized Sub-Contractor Proposed.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Identify Contracts that demonstrate continuous work over the past 10 (ten) years pursuant to Section III, Evaluation and Qualification Criteria, Clause 3.2. List Contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	<ul style="list-style-type: none"><li>Contract name: [insert full name]</li><li>Brief description of the works performed by the Bidder: [describe works performed briefly]</li><li>Amount of Contract: [insert amount, currency, exchange rate and INR equivalent]</li><li>Name of Employer: [indicate full name]</li><li>Address: [indicate street/number/town or city/country]</li></ul>	[insert "Prime Contractor" (Single entity or JV/ Consortium member) or "Subcontractor" or "Management Contractor"]

Note: The Experience Certificate/ the copy of the signed contract document duly signed by the Competent Authority of the client should be attached for each claimed project.





## FORM EXP -2 : SPECIFIC EXPERIENCE

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV/Consortium.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria, 3.2.]

Similar Contract No. [insert number] of [insert number of similar Contracts required]	Information		
Contract Identification	[insert Contract name and reference identification number, if applicable]		
<b>Award date</b>	[insert day, month, year, e.g., 15 June, 2015]		
<b>Completion date</b>	[insert day, month, year, e.g., 03 October, 2017]		
<b>Role in Contract</b>	<b>Prime Contractor Only</b>		
<b>Total Contract Amount</b>	[insert Contract amount(s) and currency(ies)]	USD [insert exchange rate and total Contract amount in INR equivalent]	
If member in a JV/ Consortium, specify participation in total Contract amount	[insert percentage of participation ]	[insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation in INR equivalent]
<b>Employer's Name</b>	[insert full name]		
<b>Address</b>	[indicate street/number/town or city/country]		
<b>Telephone/fax number</b>	[insert telephone/fax numbers, including country and city area codes]		
<b>E-mail</b>	[insert E-mail address, if available]		



Similar Contract No. [insert number of similar Contracts required]	Information
Description of the similarity in accordance with Clause 3.2 of Section III:	
1. Physical size of required works items	[insert physical size of items]
2. Complexity	[insert description of complexity]
3. Methods/Technology	[insert specific aspects of the methods/technology involved in the Contract]
4. Other Characteristics	[insert other characteristics as described in Volume-2, Employer's Requirements]

Note: The Experience Certificate/ the copy of the signed contract document duly signed by the Competent Authority of the client should be attached for each claimed project.

**All experience as called in Section III of Volume –I shall be duly filled in Form EXP 1 and EXP 2 only.**



## **SECTION VI – EMPLOYER’S REQUIREMENTS**

**(Enclosed seperately in Volume II)**



## **SECTION VII. GENERAL CONDITIONS (GC)**

The General Conditions governing this Contract shall be the “Conditions of Contract for Design Build and Operate Projects” First Edition 2008, published by the International Federation of Consulting Engineers (FIDIC), commonly referred to as “the FIDIC GOLD Book”,

Only those pages contained within that section of the above document entitled ‘General Conditions’ shall constitute the General Conditions of Contract. All other pages of the document shall have no contractual effect except as for guidance.

The General Conditions are not repeated in the tender documents but are hereby invoked. Electronic copies of the FIDIC document can be downloaded from the FIDIC website (<http://www.fidic.org/bookshop/>).

The Bidders shall certify as follows:

“The General Conditions governing this Contract that shall be the “Conditions of Contract for Design Build and Operate Projects” First Edition 2008, published by the International Federation of Consulting Engineers (FIDIC) have been read by us and submit the bid accordingly”



## SECTION VIII. PARTICULAR CONDITIONS

### Preamble

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, or the overall project.

Whenever there is a conflict, the provisions herein (PC) shall prevail over those in the GC.

The conditions of contract comprise the “General Conditions” which form part of the “conditions of Contract for Design, Build and Operate First edition 2008” published by FIDIC.

**Particular Conditions Part A: Contract Data**

**Particular Conditions Part B: Special Provisions, which include amendments and additions to such General Conditions**

**General Provision:**

The Bidder shall take due note that in any case the Contractor shall comply with the requirements for the implementation of the ESMP included in Vol. II, Employer's Requirements and that all cost and necessary resources therefore are deemed to be included in the contract price for both design and construction phase and O&M phase of the contract.



## Section VIII PARTICULAR CONDITIONS

### PART A- CONTRACT DATA

Sub Clause of GCC as per FIDIC	Data to be Given	Data
1.1.24	Where the Contract allows for Cost Plus profit, percentage of profit to be added to the cost shall not exceed	0% (zero)
1.1.32	Employers Name and Address	<b>The Managing Director, TamilNadu Water Supply And Drainage Board (TWAD), No.31, Kamarajar Salai, Chepauk, Chennai- 600 005</b>
1.1.34	Employer's Personnel Name and Address	<b>The Chief Engineer, Tamilnadu Water supply and Drainage Board, 8, 1<sup>st</sup> East Main Road, Gandhinagar Vellore - 632006 Phone No: 0416 2243743 Email ID: cenrvlr@gmail.com</b>
1.1.35	Employers representatives name and Address	<b>Agency to be named by the Employer</b>
1.1.78	Time for Completion of Design-Build	30 months including commissioning
1.15	Replacing Key Personnel	14 days
1.3	Agreed methods of electronic transmission	Email, Fax
	Address of the Employer for Communication	<b>The Managing Director, TamilNadu Water Supply And Drainage Board (TWAD), No.31, Kamarajar Salai, Chepauk, Chennai- 600 005</b>
	Address of Employer's Personnel for	<b>The Chief Engineer, Tamilnadu Water supply and Drainage Board,</b>



	Communication	<b>8, 1<sup>st</sup> East Main Road, Gandhinagar Vellore - 632006 Phone No: 0416 2243743 Email ID: cenrvlr@gmail.com</b>
	Address of Employer's Representative for Communication	(Will be provided by the Employer during execution of the agreement)
	Address of Contractor for Communication	(To be provided by the Tenderer)
	Contract shall be Governed by the law of	Indian Laws
	Ruling Language	English
	Language for Communications	English
2.1	After receiving the letter of Acceptance, the Contractor shall be given right to access to all or part of the site within	15 days (2 weeks)
4.2	Performance Security (as percentages of the Accepted Contract amount in currencies)	
	For Design-Build	
	Percentage	5 % of Design Build Portion of Accepted contract Price for design-build that is inclusive of all taxes and duties.
	Currency	Indian Rupee
	For Operation Service	
	Percentage	1. 50% of Annual Operation Service fee (excluding power consumption charges) which shall be collected immediately on expiry of DLP of 2 years (i.e from third year of O&M) and should be renewed each year. 2. 50% of the Asset Replacement Cost for the respective year portion to be renewed each year.
	Currency	Indian Rupee, in the form of a bank guarantee, issued either (a) by a bank located in India or a foreign bank through a correspondent bank located in India



4.2	return of Performance Security	100% of the Performance Security of the Design Build (Construction) will be refunded / returned at the end of Defect Liability Period i.e two years after COD and Completion of all defects identified in pursuance to Sub-Clause 12.1 whichever is later.
5.1	Period for Notification for Errors, faults and other defects to the Employer's representative by the Contractor	14 days
5.2	Contractor's document requiring approval	<ol style="list-style-type: none"><li>1. Engineering Design and Document</li><li>2. Supplier Credentials</li><li>3. Data sheets for Plant &amp; Equipment</li><li>4. Drawings Civil. Mechanical. Electrical and Instrumentation</li><li>5. Training Materials</li></ol> <p>In addition, the Contractor shall obtain the approval for the following documents also:</p> <ol style="list-style-type: none"><li>a) Asset Management Plan</li><li>b) Commissioning and Acceptance Testing Plan</li><li>c) Communications Plan</li><li>d) Construction Staging Plan</li><li>e) Construction Works Plan</li><li>f) Corrosion Protection Plan</li><li>g) Durability Plan</li><li>h) Emergency Management Plan</li><li>i) Information Management System</li><li>j) Maintenance Management System</li><li>k) Membrane Preservation Plan</li><li>l) Monitoring and Reporting Plan</li><li>m) Staff Roster</li><li>n) Project Management Plan that consists of<ol style="list-style-type: none"><li>i. Site Plan</li><li>ii. Environment Management Plan</li><li>iii. Quality Management Plan</li><li>iv. Risk Management Plan</li><li>v. Safety Management Plan</li><li>vi. Security Management Plan</li></ol></li><li>o) Operation Service Plan that consists of<ol style="list-style-type: none"><li>i) Standard Operating Procedures</li><li>ii) Potable Water Quality Monitoring and Reporting Manual</li></ol></li></ol> <p>Also refer Appendix 6 (List of Documents for Approval or Review) to the Contract Agreement.</p>
6.5	Normal working hours on the site	Based on the Labour laws of Govt of Tamil Nadu





6.9	Contractors Personnel	<p>If the Contractor fails to engage key personnel as referred in section VI the contractor shall pay the following compensation to the Employer.</p> <p>a). Key Personnel 1. Each key personnel: Rs.1,00,000/- month</p>
8.2	Time Completion for	910 days for Design-Build and 20 years for operation and Maintenance.
9.2	Time for the completion of Design-Build	910 days from the date of commencement including testing and commissioning
9.2	Time for Completion of each section (if any)	Duration of Milestones
	MILESTONE I	180 days
	MILESTONE II	360 days
	MILESTONE III	540.days
	MILESTONE IV	720.days
	MILESTONE V	910.days
9.6	Delay damages (percentage of final Contract price per day of delay)	0.02% of the cost of the balance work of respective works per day for Period beyond the original Milestone.
9.6	Maximum amount of Delay damages	10% (Ten percent) of the Final Contract price of Design-Build.
10.6 (a)	Maximum Compensation Payable by the Contractor	10% (Ten percent) of the Final Contract Price for Operation Service that is sum of 20 years of Operation Service Cost and 20 Years of Asset Replacement Fund.
10.6 (b)	Maximum Compensation Payable by the Employer	0%(zero percent)
10.7 (b) ii	Minimum Production outputs required	95% of 60 MLD water prior to expansion and 95% of 72 MLD after expansion, for the balance period of Operation and Maintenance. The quantity of water is measured for 24 hours from 8.00 A.M to next day 7.59 A.M.
10.7 (b)	Performance Damages	
	Failure of Production output – Quantity	This Sub Clause shall include any applicable performance damages as specified in the Appendix 7 (Functional Guarantee) to the Contract Agreement.
	Failure of Production output	This Sub Clause shall include any applicable performance damages as specified in the Appendix 7 (Functional Guarantee) to



	– Quality	the Contract Agreement.
	Failure-Excess power consumption	This Sub Clause shall include any applicable performance damages as specified in the Appendix 7 (Functional Guarantee) to the Contract Agreement.
12.1	Defects Liability Period	Defect Liability Period shall be two years after the date of Commissioning Certificate or the date of rectification of all the defects notified as per Sub-Clause 12.1. whichever is later.
13.5	Percentage rate to be applied to Provisional Sum	3%
14.2	Total amount of Advance Payment (percentage of Accepted Contract amount towards Design- Build)	10%
	First Instalment	5%
	Second Instalment	5%
14.2	Currencies of Payment if different to the currencies quoted in the Contract	The bidders shall quote only in Indian Rupees (Foreign currency shall be converted to Indian currency as on the conversion factor of 28 days prior to the date of bid submission)
14.2	Interest rate for Advance payment	13.3%
14.2	Percentage deductions for the repayment of Advance amount	15% of each interim payment
14.3	Percentage of Retention	5% in each interim payment
14.3	Limit of Retention money	5% of Accepted price of Design build for the retention amount deducted during Design-build and 5% of total Operation services cost for 20 years for the retention amount deducted during Operation and Maintenance..
14.3(b)	Amounts to be deducted	1% towards Buildings and other construction welfare cess act , income tax, TDS and GST or any other statutory levies as per the prevailing law.
14.6(b)(i)	Plant and materials Payment when Shipped	As per Appendix I (Terms and Procedures of Payments) to the Contract Agreement.
14.6(c)(i)	Plant and materials for payment when delivered at site	As per Appendix I (Terms and Procedures of Payments) to the Contract Agreement.
14.7(b)	Minimum amount of Interim payment Certificate	2% of the Contract Price
14.17	Currencies for	INR



	payment of Contract price	
14.19	Amount of maintenance retention fund	5%
17.1	Operation of forces of nature allocated to the Contractor	To be determined during execution of agreement
17.8	Total Liability of the Contractor shall not exceed	100% of the Accepted Contract value towards Design build
19.2(a)(i)	Permitted deductible limits	Not more than 5%
19.2(a)(ii)	Additional sum to be insured	15% as per GCC 19.2 (a) (ii).
19.2(b)	Exceptional risks to be insured if different to Sub-clause 18.1	100% of replacement value
19.2(c)	Insurance of Contractors equipment (amount required)	50% of the Contract Amount for Design-Build
19.2(c)	Amount of Professional Liability insurance required	100% of the Contract Amount for Design-Build.
19.2(c)	Amount of Marine cum erection insurance	100% of Marine value
19.2(c)	Period for which Professional Liability insurance required	From Commencement Date until two (2) years following issuance of Contract Completion Certificate
19.2(d)	Amount of insurance required for injury to persons and damage to property:	Rs. 15,00,00,000 per occurrence with unlimited occurrences
19.2(e)	Amount of insurance required for injury to persons and damage to property	Rs. 3,00,00,000 per occurrence with unlimited occurrences
19.2(f)	Other insurances required from the Contractor (give details):	Cargo Insurance, in the amount of 110% of the CIF value of items to be imported covering loss or damage occurring while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Works (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors. An Insurance in the amount of 110% of the CIF value of items to be imported in currency(ies) the Contract Price is payable covering physical loss or damage



		to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.
19.3(a)	Amount of fire extended cover insurance required	Rs.20,00,00,000 per occurrence with unlimited occurrences
19.3(b)	Amount of insurance required for injury to any person and damage to property:	Rs.20,00,000 per occurrence with unlimited occurrences
19.3(c)	Amount of insurance required for injury to Employees	Rs.30,00,000 per occurrence with unlimited occurrences
19.3(d)	Other insurances required by law from the Contractor (give details)	As per the law and to be finalised during execution of agreement
19.3(e)	Other optional insurances required from the contractor (give details)	As per the law and to be finalised during execution of agreement
20.4	The DAB shall comprise	Either one or Three members
20.4	Appointing entity (official) for DAB members, not agreed shall be	Chairman, Institute of Engineers, Chennai Chapter
20.8	Rules and place of arbitration	Arbitration and Reconciliation Act 1996 and amended to 2012. Chennai.
20.8	Language of Arbitration	English



## Section VIII **PARTICULAR CONDITIONS**

### **Part B – SPECIAL PROVISIONS**

**“References to Clauses and Sub-Clauses herein refer to the Clauses or Sub-Clauses of the General Conditions or such additional clauses as may be included in these Particular Conditions. Sub-Clauses of the General Conditions not amended herein remain as stated in the General Conditions.**



<b>Sub-Clause 1.5 of Priority Documents</b>	<p>Replace the list of documents listed under (a) to (h) and add the following:</p> <ul style="list-style-type: none"><li>(a) the Contract Agreement;</li><li>(b) the Letter of Acceptance;</li><li>(c) the Letter of Tender;</li><li>(d) the Particular Conditions, Part A-Contract data;</li><li>(e) the Particular Conditions Part B-Special Provisions</li><li>(f) the General Conditions</li><li>(g) the Employer's Requirements;</li><li>(h) the Schedules;</li><li>(i) the Drawings; and</li><li>(j) the Contractor's Proposal and other documents forming part of contract"</li></ul>
<b>Sub-Clause 1.8 Assignments</b>	<p>Add to Sub-Clause 1.8 (b)</p> <p>Provided that the bank or financial institution will not have any rights under or in relation to the contract except to request/direct all or any payments that the contractor is liable to make to the Bank or financial institution under this contract only.</p>
<b>Sub-Clause 1.15 Joint and Several Liability</b>	<p>Add the following.</p> <p>(d) the leader of the joint venture/consortium shall notify the employer the work-sharing characteristics of the joint venture/consortium partners with which it satisfied the criteria of eligibility for being awarded the contract and these persons (joint venture/consortium partners) in the agreement shall be available throughout the execution of the Contract and the Contractor shall not modify this work sharing characteristics. The Contractor shall ensure their availability at site during their parts of works in progress and any failure in this regard; the lead partner shall arrange equally qualified replacement immediately, within the time stipulated in the Contract data, for completion of those works after getting consent of the Employer.</p>
<b>Sub-Clause 1.16 Inspections by the Employer and conducting Audit</b>	<p>Add the following sub-clause:</p> <p>"If required by the Employer, the Contractor shall permit the Employer's official or representatives to inspect the Contractor's accounts and records relating to the performance of this Contract and to have them audited by auditors appointed by them."</p>
<b>Sub-Clause 3.1 Employer Representative's Duties and Authority</b>	<p>Add the following clause as required:</p> <p>"The Employer's Representative shall obtain the specific approval of the Employer before taking action under the following clauses of the General Conditions of Contract.</p> <ul style="list-style-type: none"><li>(a) approving sub-contracting of any part of the Works under Sub-Clause 4.5.</li><li>(b) <del>certifying additional cost to the Contract Price when such a certification would adjust the Contract Price by more than 5 percent.</del></li></ul>



	<p>(c) granting an extension of time for completion under Sub-Clause 9.3.</p> <p>(d) suspending progress of part or all of the Works under Sub-Clause 9.8.</p> <p>(e) issuing a variation under Clause 13, except if such a variation would increase the Contract Price by no more than 5 percent.</p> <p>(f) issuing Commissioning certificate for completion of the Design-Build and Contract Completion Certificate for completion of the Operation services under Sub-Clause 11.7 and 8.6 respectively.</p> <p>(g) issuing Performance Certificate for the Works under Sub-Clause 12.9.</p> <p>Notwithstanding the obligation to obtain approval as set out above, if in the opinion of the Employer's Representative, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of its duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Employer's Representative be necessary to abate or reduce the risk. The Contractor shall forthwith comply with the instructions of the Employer's Representative despite the absence of approval of the Employer. The Employer's Representative shall determine the extra cost to the Contractor for carrying out of such instruction and obtain the Employer's approval for an addition to the Contract Price."</p>
<b>Sub-Clause 3.6 Meetings</b>	<p><i>Add Sub-clause 3.6 –Meetings, as below:</i></p> <p>"The Employer's Representative may invite the Contractor to attend meetings as necessary in order to discuss matters related to the Works or Operation and Maintenance. The Employer's Representative initiating the meeting shall provide a written agenda to the other party no less than three (3) working days prior to the date of the meeting, unless the meeting is required to address an emergency. The Employer's Representative, initiating the meeting, shall prepare minutes of the meeting documenting the proceedings of such meetings and supply copies of the minutes to those attending the meetings and to the Employer. The minutes shall assign responsibilities for any actions to be taken in accordance with the Contract."</p> <p>Agreements reached at a particular Management Meeting if duly recorded and confirmed at the next meeting will be considered accepted by all parties. Where such agreements require to be confirmed by Instructions from the Employer's Representative in compliance with the Contract, the Employer's Representative shall forthwith issue such instructions. Agreements reached at meetings shall not be a means to override the requirements in GCC to follow stipulated procedure in submittals, notices, claims, etc. and to submit the required quality assurance documents, method statements, shop drawings, etc. in the Contract.</p>
<b>Sub-Clause 4.1</b>	<p><i>Add the following sentence to precede the existing text under Sub-</i></p>



**General  
Obligations**

*clause 4.1:*

“The Contractor shall check the design criteria and calculations (if any) included in the Bid Documents and satisfy itself regarding their accuracy and adequacy. Contractor shall meet the minimum design and sizing requirements specified in the Bid Documents – a design that does not meet such minimum requirement shall not be acceptable and will result in rejection of the bid as non-responsive. Further, if Contractor believes that the minimum design and sizing requirements are not adequate to meet the minimum performance requirements specified, then Contractor shall make whatever upward adjustments to the design and sizing it deems necessary to meet the performance requirements and include these in the Bid Price. Contractor assumes full responsibility for meeting the specified performance requirements and ensuring the adequacy of the Works for this purpose.”

The design criteria provided in Section – VI, Volume-2, Employers Requirement is basic design criteria and has to be met in totality. However, if the contractor feels, he requires additional work to meet the contractual conditions, the cost of same shall be deemed included in the Price and no extra cost shall be paid over the above the quoted price”.

In the second sentence of the fifth paragraph replace the words “*notified to*” by the words “*approved by*”

*Replace the last paragraph of Sub-clause 4.1 with the following paragraphs:*

“The Contractor shall attend all meetings as required by the Employer or Employer’s Representative and any other person/consultant appointed by the Employer and notified to the Contractor”

“The Contractor shall at any time during the contract period including O&M shall maintain at least 1 nos of vehicles with Manpower, all fuel, lubricants etc. and keep it in good health at all times. The contractor shall also maintain all insurances with respect to the same”.





**Sub-Clause 4.2**  
**Performance**  
**Security / Security**  
**Deposit**

*Replace the entire text of Sub-clause 4.2 with the following:*

"The Contractor shall provide a Performance Security in name of JV/Consortium as specified in the contract data. The Contractor shall provide the performance security in the form of a bank guarantee, issued either (a) by a bank located in India or a foreign bank through a correspondent bank located in India. The performance security shall be in Indian Currency. When providing such security to the Employer, the Contractor shall notify the Employer's Representative of so doing. In case of JV/Consortium, the Performance Guarantee shall be furnished in name of the JV/Consortium

Without limitation to the provision of the preceding paragraph, whenever the Employer's Representative determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 10 percent of the portion of the Contract Price payable in Indian currency, the Contractor at the written request of the Employer's Representative shall promptly increase the value of the performance security in that currency by an equal percentage".

50% of the Performance Security of the Design Build (Construction) will be refunded / returned along with the final bill payment after issue of commissioning certificate and balance 50% shall be refunded at the end of Defect Liability Period i.e after one year of date of Commissioning Certificate or the date of rectification of all the defects notified as per Sub-Clause 12.1. whichever is later. The contractor shall ensure that the Bank guarantee for balance 50% of the Performance Security for Design Build (construction) portion of works is valid 28 days after the expiry of Defect Liability Period.

The Performance Security for the O&M Period should be 50% of the total yearly O&M value (excluding power consumption charges) in the respective year of the O & M which shall be collected immediately on expiry of defect liability period of 2(two) years and should be renewed each year and 50% of the price quoted for Asset Replacement Plan in that respective year which is valid 90 days beyond expiry of the Yearly O&M Period and to be renewed each year three months prior to its expiry. It shall be the responsibility of the Contractor to extend the Performance Security every time at least three (3) months prior to its date of expiry. In case Contractor fails to revalidate the Performance Security on time, Employer reserves the right to en-cash the Performance Security with seven (7) days prior notice to the Contractor as an abundant caution to safe guard the interest of the Employer which will be returned to the Contractor once they furnish the required Performance Security for the particular year. Such guarantee shall conform to the requirements set forth in the preceding paragraphs, and shall be valid up to 90 days beyond expiry of the Yearly O&M Period. The Employer should have absolute authority for encashment without any prejudice and restriction whatsoever of any Authority/ Body/ Forum." For the third year of O&M, the Performance Security shall be submitted after successful completion of the works on issue of commissioning certificate, failing which the amount to be released in lieu of the Performance security furnished for Construction portion will not be considered by the Employer till the submission of Performance security for third year O&M portion.



	<p>The Employer shall make a claim under the performance security except for amounts to which the Employer is entitled under the contract in the event of;</p> <ul style="list-style-type: none"><li>(a) Failure of the Contractor to extend the validity of the performance security as explained the preceding paragraph in which event the Employer can claim the full or, in case of an earlier reduction, the reduced amount of the Performance Security;</li><li>(b) failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or determined under Sub-Clause 3.5 [<i>Determinations</i>] or Clause 20 [<i>Claims, Disputes and Arbitration</i>], within 42 days after this agreement or determination;</li><li>(c) failure by the Contractor to remedy a default within 42 days after receiving the Employer's Notice requiring the default to be remedied; or</li><li>(d) (d) circumstances which entitle the Employer to terminate under Sub-Clause 15.2 [<i>Termination for Contractor's Default</i>], irrespective of whether Notice of termination has been given.</li></ul> <p>The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security which the Employer was not entitled to make.</p> <p>The Employer shall return the Performance Security, received towards the last year of Operation and Maintenance, to the Contractor within 28 days after receiving a copy of the Contract Completion Certificate.</p>
<b>Sub-Clause 4.3 Contractor's Representative</b>	<p>At the end of Sub-Clause 4.3 add:</p> <p>"If the Contractor's Representative is not fluent in the English language, the Contractor shall make a competent interpreter available during all working hours."</p>
<b>Sub-Clause 4.4 Sub-contractors</b>	<p>Add the following at end of Sub-Clause 4.4 to read:</p> <p>"The consent of the Employer shall not be required for values of work less than 0.5(zero point five) % of the Design-Build price with a maximum limit of Rs.50 lakhs and the cumulative of such unapproved sub-contractors shall not exceed Rs.100 Lakhs. However, the Contractor shall intimate the Employer's representative in writing the list of unapproved sub-contractors working at site.</p> <p>Contractor shall be responsible for the co-ordination and proper execution of the Works, including co-ordination with sub-contractors and organizations to the extent specified in the Employer's Requirements.</p> <p>No un-authorized sub-contractor other than mentioned above shall be permitted to work at site. If at any stage during the execution it is found that an unauthorized sub-contractor working at site, the works of the such unauthorized sub-contractor shall be stopped by the Employer's representative</p>



	<p>The act of subcontracting any part or component of the Works shall not relieve the Contractor of his overall responsibilities under the Contract. The Contractor shall be responsible for compliance by all Subcontractors with all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents, or employees, as fully as if they were the acts or defaults of the Contractor, his agents, or employees.</p> <p>In the event that the Employer's Representative determines that any Subcontractor's performance with respect to progress, quality, or Contract compliance is unsatisfactory, then the Contractor will be required to remove such Subcontractor from the Site and either undertake the Works itself or provide a suitably qualified replacement. If any delays occur as a result, the Contractor will be responsible for taking any necessary actions to make up the lost time, for which no additional payments or extension of time will be granted</p> <p>The Contractor shall carry out all Operation and Maintenance of the Works solely by itself or through the JV/<i>Consortium</i> member having expertise and qualification as called in the contract documents. "</p> <p>The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.13 [<i>Confidential Details</i>] apply equally to each Subcontractor.</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from India to be appointed as Subcontractors.</p>
	<p><i>At the end of first paragraph in Sub-Clause 4.7, add:</i></p> <p>When setting out any part of the Works, the Contractor shall give the Employer's Representative sufficient notice (not less than 48 hours) to enable the Employer's Representative also to satisfy itself to the correctness of the setting out, before the Contractor commences construction of the part concerned. However, this will not relieve the responsibility of the Contractor for the correct positioning of all parts of the Works.</p>
<b>Sub-Clause 4.8 Safety Procedures</b>	<p><i>Amend paragraph (d) as follows:</i></p> <p>Provide fencing, lighting, guarding and watching of the Works until the issue of the Contract Completion Certificate, provided that such actions do not in any way obstruct the legitimate activities of any authority or of the public.</p> <p><i>Add the following after Sub-clause 4.8 to read as</i></p> <p>Within 14 days after signing of the Contract agreement, the contractor shall furnish the required Safety management plan for ensuring, health, environment and safety of all persons, in accordance with the Employer's requirements, for the approval of the Employer's representative. The Employer's representative shall give approval or suggest modification, deletion or addition within 21 days of the receipt of the Safety Management Plan. Delay in approval, or disapproval shall not relieve the contractor of its Contractual obligations or responsibilities under the contract.</p>



	<p>The Contractor shall notify the Employer's representative and Employer within 24 hours or as soon as reasonably possible after the occurrence of any accident which has resulted in damage or loss of property, disability or loss of human life, or which has or which could reasonably be foreseen to have a material impact on the environment and shall submit to the Employer and Employer's Representative no later than 14 days after the occurrence of such an event, a summary report thereof.</p> <p>The Contractor shall use explosives only when the nature of the work to be done so requires them. In such case, in addition to complying with the legal requirements attending to the purchase, transport, storage and handling of explosives, the Contractor shall, when engaged on blasting operations:</p> <p>(i) adopt an appropriate warning system to the satisfaction of the Employer's Representative; and</p> <p>(ii) maintain full liaison with and inform well in advance and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected by the blasting operations, and</p> <p>(iii) take all reasonable steps to prevent damage to adjacent properties. The Contractor shall pay all licence fees and charges of whatsoever kind relating to the use of explosives</p> <p><i>At the end of subparagraph (e), add:</i></p> <p>(f) Comply with all reasonable safety requirements as communicated by the Employer's Representative. However, this will not absolve the Contractor from the responsibility of adopting and maintaining adequate safety measures.</p>
<b>Sub-Clause 4.9 Quality Assurance</b>	<p><i>Add the following paragraph after sub-clause 4.9 with the following:</i></p> <p>The Contractor shall submit, within 60 days of signing of the Contract Agreement, the required Quality Assurance and Quality Control (QA/QC) Program for approval by the Employer's Representative. The Employer's Representative will either approve the submittal or provide comments thereon to the Contractor within 45 days of submission by the Contractor. The Employer's Representative's, approval, disapproval, comments, or failure to provide any of these to the Contractor, shall in no way relieve the Contractor of any of its obligations or responsibilities under the Contract."</p> <p><b>The Quality Assurance Programme shall cover the following, but not limited to the below:</b></p> <ul style="list-style-type: none"><li>• Contractor's organisation structure, for the management and implementation of the proposed Quality Assurance Programme for the complete duration of the Contract.</li><li>• Qualification data for the key personnel.</li><li>• The procedure adopted for the following activities:<ul style="list-style-type: none"><li>• Control of non-conforming items and system for corrective actions.</li></ul></li></ul>



- Inspection and test procedures.
- Control of calibration and testing of measuring testing equipment's during Construction and O&M.
- System for Quality Audits during Construction and O&M.
- System for maintenance of records during Construction and O&M.

The contractor, prior to commencement of work at site, shall set up his own laboratory, with prior notification to the Employer's Representative. The calibration of the laboratory equipment and instruments shall be certified by agencies approved by the Employer's Representative. Laboratory equipment shall be properly maintained and calibrated throughout the period of the contract by the Contractor at his own expense.

The Contractor shall give the Employer's Representative reasonable advance notice prior to conducting any tests, which the Employer's Representative may choose to witness at his discretion.

The Contractor shall provide adequate facilities to the Employer's Representative that may be necessary for witnessing testing or for independent verification of the accuracy and adequacy of the facilities and equipment.

The Contractor shall facilitate in arranging the travel, visa documentation if any, or any other necessary item as required for the Employer Engineers or Employer's Representative to witness factory tests at manufacturer's end anywhere within India or outside India, site inspections or site audits. The cost of such expenses including travel, boarding, lodging etc. shall be borne by the Employer for his Engineers/Representative. However, if the test fails during the inspection, the contractor shall be liable to bear all cost related to the same including travel, visa documentation if any, or any other necessary item as required for the Employer Engineers or Employer's representative to witness the test again.

Compliance with the QA/ QC system shall not relieve the Contractor for any of his duties, obligations, or responsibilities under the contract.

The QA Programme will cover all materials, components and equipment covered under this contract, whether manufactured at the Main Vendor's works, or at the works of the sub-vendor. The Manufacturing Quality Plan will list out the inspection and testing, as well as corresponding documents to be generated, that will be carried out during all stages of materials procurement, manufacture, assembly and final testing/performance testing. Repair or rectification procedures to be adopted to make the job acceptable shall be subject to the approval of the Employer or authorised representative. The field quality plans will detail out the quality practices and procedures to be followed by the Contractor's site Quality Control Organization, during various stages of site activities starting from receipt of materials and equipment at site. This shall also include field welding procedures, Welder identification list, listing welder's and welding operator's qualification, welding procedure and welding identification symbols, all





non-destructive examination procedures including radiographic procedures, stress relief and weld repair procedures to be actually used during fabrication, assembly and dimension checks prior final welding or assembly or installation. All steps shall be recovered and reported. Reports shall bear the name and designation of inspector and supervisor with their respective qualification for NDT examination.

The QA Programme shall be accompanied with copies of the reference documents, plant standards, acceptance norms, tests and inspection procedure etc., as referred in Quality Plans, which shall form a part of the contract.

It is the Contractor's responsibility to draw up and implement such programme duly approved by the Employer's Representative. The detailed Quality Plans for manufacturing and field activities should be drawn up by the contractor, and will be submitted to Employer's Representative for approval. Schedule of finalisation of such quality plans will be finalised before award. Manufacturing Quality Plan will detail out for the all the components and equipment, various tests and inspection, to be carried out as per the requirements of this specification and standards mentioned therein and quality practices and procedures followed by Contractor's Quality Control organization, the relevant reference documents and standards, acceptance norms, inspection documents raised etc., during all stages of materials procurement, manufacture, assembly and final testing/performance testing. Field Quality Plans will detail out for all the equipment, the quality practices and procedures etc. to be followed by the Contractor's site Quality Control organization, during various stages of site activities from receipt of materials/equipment at site.

The Quality Plans will be subject to Employer's Representative's approval, and manufacturing shall proceed only after such approval has been granted. These approved documents shall identify customer hold points (CHP), i.e. test and checks which shall be carried out in presence of the Employer's Representative and beyond which the work will not proceed without consent of Employer's Representative in writing. All deviations to this specification, approved quality plans and applicable standards shall be documented and referred to Employer's Representative along with technical justification for approval and disposition. Material shall be dispatched from the manufacturer's works only after the same is accepted by the Employer's Representative, and dispatch clearance given by the Employer's Representative. All material used for equipment manufacture including casting and forging etc. shall be of tested quality as per the relevant codes and standards. Details of results of the tests conducted to determine the mechanical properties, chemical analysis and details of heat treatment procedure recommended and time temperature chart actually followed shall be recorded on mill certificates. Tests shall be carried out as per applicable material standards and/or agreed details. Mill certificates shall be produced to Employer's Representative and shall not proceed for manufacturing unless written permission to do so is obtained from Employer's Representative. Any statutory requirements for the equipment and systems shall also be complied with. All the heat treatment results shall be recorded on stress time temperature charts and verified with recommended regimes. Unless



otherwise proven and specifically agreed with Employer's Representative, welding of dissimilar materials and high alloy materials shall be carried out at shop only.

Regarding major items, equipment and components to be procured from sub-contractors, the following provisions will apply:

- (a) The QA Programme will be equally applicable to the sub-vendor.
- (b) Selection of the sub-vendors shall be with the approval of Employer's Representative.
- (c) Such vendor approval shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

The Employer reserves the right to carry out quality audit and quality surveillance of the systems and procedures of the Contractors or their sub-vendor's quality management and control activities. The Contractor shall provide all necessary assistance and access to enable the Employer to carry out such audit and surveillance. For all spares and replacement items, the quality requirements as agreed for the main equipment supply shall be applicable.

Further during O&M, all the working parameters should be based on process design parameters, These parameters should be monitored to make sure that they are effective and details of the changes should be recorded in a Production Workbook, Such procedures are intended to control the parts of the process that significantly affect treated water quality.

The contractor shall follow the quality assurance guideline of equipment manufacturers for individual equipment during operation and maintenance.

The Contractor need to maintain and full-fill the quality as per design parameter throughout the contract of operation and maintenance of desalination plant.

- i. Power Consumption
- ii. TSS at the outlet of pre-treatment plant
- iii. SDI at the outlet of pre-treatment plant
- iv. Plant output (permeate Flow)
- v. Permeate Water quality

Within one week of the inspection and testing of the respective equipment, the contractor shall be required to submit two hard copies of the following documents:

- (a) Shop test reports for testing on components, assemblies and equipment as per applicable codes and standards referred in the specification or in the approved Quality Plans.
- (b) Non-destructive examination results and reports.
- (c) Inspection reports duly signed by Employer's or Employer's Engineer QA personnel and Contractor, including for the



	<p>agreed Customer Hold Points.</p> <p>(d) In case any repair work was carried' out, the full details thereof shall also be recorded.</p> <p>All the accepted deviation shall be included with complete technical details</p>
<b>Sub-Clause 4.10 Site Data</b>	<p>Add at the end of <b>paragraph 1 of Sub-Clause 4.10.</b> "Accordingly, the Contractor shall have no claim in this regard." <b>In paragraph 2 of Sub-Clause 4.10.</b> <b>Delete</b> the words "To the extent which was practicable (taking account of cost and time)". <b>Start</b> the word "'the' with a capital letter." <b>Delete</b> "To the same extent" from the fourth line and <b>Start</b> the word "the" with a capital letter.</p> <p><i>Modify the last sentence of paragraph 1 of Sub-Clause 4.9 to read:</i></p> <p>"The Contractor shall be responsible for interpreting all data including data listed elsewhere in the Contract as open for inspection at</p> <ol style="list-style-type: none"><li>1. National institute of Oceanography, Goa</li><li>2. Integrated Coastal and Marine area Management Project Directorate (ICMAM PD), Pallikaranai, Chennai</li><li>3. National Institute of Ocean Technology (NIOT), Pallikaranai, Chennai</li></ol> <p><i>Add the following paragraph after Sub-clause 4.10 with the following</i></p> <p>The Employer is not responsible for the sufficiency or accuracy of the data provided in the Bid/Tender documents or elsewhere. The contractor shall be responsible for verifying, obtaining or/and interpreting data.</p> <p>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 bidder shall also give a certificate to the effect that he has inspected the site. The costs of visiting the Site shall be at the Bidder's own expense.</p>
<b>Sub-Clause 4-12 Unforeseeable Physical Conditions</b>	<p><b>Delete the Sub-Clause and Substitute with the following:</b> "In this Sub-Clause, "physical conditions" means man-made or natural physical conditions including sub-surface and hydrological conditions which the Contractor encounters at Site during the execution of the Works.</p> <p>Except as otherwise stated in the Contract:</p> <ol style="list-style-type: none"><li>(a) the Contractor accepts total responsibility for having foreseen all difficulties and physical conditions; and</li><li>(b) the Contract Price shall not be adjusted to take account of any</li></ol>





	unforeseen physical conditions.”
<b>Sub-Clause 4.14 Avoidance of interference</b>	<p><i>Insert following additional paragraphs at the end of Sub-Clause 4.14:</i></p> <p>The Contractor shall get himself familiar with the site and identify all existing services including pipes, drains, telephone and electricity cables and poles, water mains, irrigation ditches/canals and the like, in the vicinity, before bidding, which are likely to affect the existing services. If the contractor comes across any such services while commencing/during excavation, the Contractor shall relocate any utilities which obstruct their work in accordance with the relevant authority.</p> <p>In the case of any accidental damages being caused to existing utilities due to his operations, he shall promptly bring it to the notice of the Employer's Representative and to the relevant utility service organization.</p> <p>The Contractor will be held liable for all damage (including consequential damage) to the road, irrigation structures, ditches, water mains, and electric or telecommunication cables, lines or ducts of any kind caused by him or his Subcontractors in the execution of the Works. The Contractor shall make good any damage without delay and, if necessary, carry out any further work ordered by the Employer's Representative. The Contractor shall also ensure that his Third Party Insurance Cover shall include provisions to fully settle any Claims which may be made by the utility service organizations, consequent to such damages.</p> <p>When operations on the public roads necessitate diversion, obstruction or closure of any road, or any other right of way, the written approval of the Employer's Representative and relevant authorities shall be obtained in advance by the Contractor.</p> <p>The method of working on public roads shall be in compliance with the Specifications and in accordance with procedures approved by the Employer's Representative, and complying with stipulations of the relevant road authority and / or Local Authority, and security forces.</p> <p>The Contractor shall not deposit any equipment on material in any waterway adjacent to the Works. Where temporary works obstruct any waterway, the Contractor shall be responsible for obtaining any approvals from the relevant authorities for such purpose and for rectifying any damages caused by consequential flooding and shall remove all temporary works to the satisfaction of the Employer's Representative on completion of his operations</p>
<b>Sub-Clause 4.16 Transport of Goods</b>	<p><i>Insert at the end of Sub-Clause 4.16:</i></p> <p>If it is found necessary for the Contractor to move loads of heavy constructional equipment and machinery, materials or prefabricated units or parts of units of work over roads, highways, bridges, waterways and sea, on which area such oversized and overweight items are not normally allowed to be moved for safety considerations, the Contractor shall obtain prior permission from the Employer's Representative and the relevant Authorities.</p>



	<p>Payments to be made to relevant Authorities for complying with their requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be made by the Contractor and such costs shall be deemed to be included in his Contract Price</p>
<b>Sub-Clause 4.17 Contractors Equipment</b>	<p><i>Add the following paragraph at the end of this Sub-clause:</i></p> <p>“The Contractor shall submit, within 60 days of signing the Contract Agreement, the proposed Deployment Program for all necessary Equipment, Plant, and Machinery to be used for construction, for approval by the Employer’s Representative. Such Deployment Program shall be developed using normally available commercial project management software and shall show equipment, plant, and machinery at micro level detail, along with Bar charts, essential for systematic and professional management of all construction works. The Employer’s Representative will either approve the submittal or provide comments thereon to the Contractor within 21 days of submission by the Contractor. The Employer Representative’s, approval, disapproval, comments, or failure to provide any of these to the Contractor, shall in no way relieve the Contractor of any of its obligations or responsibilities under the Contract</p>
<b>Sub-Clause 4.18 Protection of Environment</b>	<p>Amend Sub-Clause 4.18 by adding the following at the end:</p> <p>“The Contractor shall ensure that its activities under this Contract comply with Environmental Guidelines of Tamil Nadu Pollution Control Board(TNPCB), which are available at <a href="https://tnpcb.gov.in">https://tnpcb.gov.in</a> and are not ‘likely to cause a significant environmental, health, or safety hazard’ as defined in such Environmental Guidelines, understanding that the Contractor is not responsible for the environmental and social impacts of the Works, to the extent that such impacts result directly from completion of any of the Works that may be designed by the Employer.</p> <p>“The Contractor shall apply the recommendations of the Environmental Management Plan (‘EMP’) as well as any others contained in the Employer’s Requirements, in respect of safety, security and protection of the environment.</p> <p>“The Contractor shall implement health and safety requirements of the approved EMPs and directives issued as a result of periodic inspections to be undertaken as part of the supervisory role required of the Employer’s representative, to ensure compliance with the requirements of the EMPs.</p> <p>“The Contractor shall be responsible for ensuring that all Subcontractor’s and Contractor’s Personnel understand and operate in accordance with the principles and requirements of the environmental and social impacts provisions of this Sub-Clause and that the same standards apply to the Subcontractor’s environmental and social impacts management systems and environmental and social impacts performance.</p> <p>“The Contractor’s program shall demonstrate clearly the procedures and methods of working that the Contractor and its Subcontractors will adopt to comply with the environmental and social impacts requirements of this Sub-Clause.</p>



	<p>“The Contractor shall ensure the adequate disposal of construction and excavation wastes.</p> <p>“The Contractor shall restore the Site to original conditions or to a state as set out in the Employer’s Requirements after the completion of the Works.”</p>
<b>Sub-Clause 4.19 Electricity, Water and Gas</b>	<p><i>Replace the entire text of Sub-clause with the following:</i></p> <p>“The contractor shall make his own arrangements for Water (both construction water and potable), Power and Gas (if required) during construction under the contract.</p> <p>The Contractor shall be responsible for construction of well-built storage tanks to store water in sufficient quantities, with covered tops to prevent entry of foreign matter. The Contractor is to ensure that the quality of Water remains suitable for the purpose for which it is intended. The contractor shall make his own arrangements to lay and maintain necessary distribution pipeline at his cost.</p> <p>The Contractor is responsible for obtaining power from the Electricity Board and to lay necessary supply lines for electricity power and maintain the same. The Contractor shall employ persons having valid Electrical license for carrying out the installations as well as for the maintenance works.</p> <p>The Contractor shall be responsible for all damages, losses etc., due to fire or otherwise due to negligence, improper installations, operation and/or maintenance of his part of installations.”</p> <p>The contractor is also responsible for obtaining permanent power connection, in the name of the Employer, for the O&amp;M period and all the charges and fees shall be paid by the Employer. Payment towards actual power consumption charges shall be paid by the Contractor and shall be reimbursed by the Employer in the monthly bills payable to the Contractor after deducting penal charges due to the Employer.</p> <p>The Commissioning schedule shall be at the discretion of the Contractor but shall not exceed 180 days from the date of completion of Erection. The power for the Commissioning shall be supplied free of cost by the Employer to the Contractor provided the Commissioning period does not extend beyond 180 days. In the event the Commissioning period is extended beyond 180 days, solely due to the contractor’s fault the power consumed for Commissioning during these extra days shall be borne by the Contractor. However, in such an event the water produced if it meets output quality criteria shall be paid at the variable O &amp; M fee per m<sup>3</sup> stipulated in the Contract.</p> <p>The reimbursement towards Electricity charges during Operation and Maintenance shall be shall be the lower of the following:</p> <ul style="list-style-type: none"><li>(i) The actual power consumed for the month as per the Electricity Board Bills</li><li>(ii) The power Charges calculated on the basis of net power</li></ul>



	<p>consumption guaranteed by the Contractor</p> <p>Reimbursement shall be to the extent of power charges calculated for the net power consumption guaranteed by the Contractor. Additional Power Charges, damages for excess power consumption over and above the guaranteed specific power consumption and any penalty levied by the TANGEDCO for not maintaining Power factor shall be borne by the Contractor. In the event during plant operation in any operating month the Contractor maintains a power factor which is lower than a power factor of 0.95, penalty @ 1.25 times the penalty, as charged by TANGEDCO to the Employer during the said month shall be charged to the Contractor. And in addition to the above 1.25 times of excess power consumption charges will be levied as penalty</p> <p>These additional charges will be recovered from the Bills payable to the Contractor in addition to the damages.</p>
<b>Sub-Clause 4.20 Employer's Equipment and Free Issue of Materials</b>	Deleted
<b>Sub-Clause 4.21 Progress Reports</b>	<p>Replace the Sub-clause 4.21 with the following:</p> <p>During the Design-Build Period, monthly progress reports, in a format agreed with the Employer's Representative shall be prepared by the Contractor and submitted to the Employer's Representative in one original and five copies, unless otherwise stated in the Employer's Requirements. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.</p> <p>Reporting on progress shall continue until the Contractor has received the Contract Completion Certificate. Details of the content of the progress reports for the Design-Build Period and the Operation Service Period shall be as specified in the Employer's Requirements. Unless otherwise stated or agreed, each progress report shall include:</p> <p><b>GENERAL</b></p> <ol style="list-style-type: none"><li>The Contractor shall prepare and submit Monthly Progress Reports in one original and five copies (hard) in English as well as in Electronic Medium or CD covering all aspects of the execution of the Works.</li><li>Monthly Progress Reports shall be delivered to the Employer's Representative by the 7th day of the month reporting the progress of the work performed from 1st day of the previous month till the Last day of previous month to which the Monthly Progress Report relates.</li><li>The Monthly Progress Report shall contain evidences that documents and supports indicating the progress of the Works, as stated in the interim Certificate of Payment to the satisfaction of the Employer/ Employer's Representative.</li><li>The reports, documents and data provided shall be an</li></ol>



accurate representation of the current status of the Works and of the work to be accomplished and shall provide the Employer's Representative with a sound basis for identifying problems and deviations from planned work and for making decisions.

- e. The results of quality audits shall be summarized in the Contractor's monthly reports.
- f. It shall be submitted in English in hard copies and in electronic storage device.
- g. It shall be submitted in a format agreed to by the Employer's Representative and shall contain sections/sub-sections for, but not be limited to the topics mentioned below.
- h. Monthly Progress Report format, as approved by the Employer's Representative shall comprise the following information:
  - i. Executive Summary
  - ii. Achievements of the month
  - iii. Top 10 significant issues
  - iv. Health, Safety and Environment Compliance
  - v. Quality Assurance Issues
  - vi. Design / Engineering Status
  - vii. Procurement Status Report (i.e. statement with PO date, Manufacturer name, LC date, FAT test date, Shipping / Dispatch date, Delivery date)
  - viii. The Status (Manufacturing / Supply / Installation / Testing) of stages of Works i.e. Physical Progress of activities
  - ix. Work Program Progress status
  - x. Any delay/ shortcomings from the Targets, constraints and Measures Proposed
  - xi. Financial Progress Status
  - xii. Procurement status report
  - xiii. Progress marked on 3 month's rolling Program

#### **Operation Services**

- i) Sea water quality
- ii)** Water produced
- iii) Specific power consumption achieved details
- iv) Product water quality
- v) Operational issues

#### **SAFETY**

A review of all safety aspects during the month including reports on all accidents and actions proposed to prevent further occurrence including details of safety training and drive conducted during the period and proposed in coming months. This shall be the first item of Monthly Progress Report.

#### **FINANCIAL STATUS**

- (1) A narrative review of all significant financial matters and actions proposed or taken in respect of any outstanding matters.
- (2) A spread sheet indicating the status of all payments due and made including recoveries, if any.
- (3) A report of the status of any outstanding claims even if these is



NIL.

- (4) The report shall in particular provide interim updated accounts of continuing claims.

#### **PHYSICAL PROGRESS**

- (1) It shall describe the status of work performed in descriptive form, significant accomplishments, including critical items and problem areas including current and anticipated delaying factors and their impact, corrective actions taken or planned and other pertinent activities and shall, in particular, address interface issues with all agencies involved, problems and resolutions during the period or anticipated.
- (2) It shall include a simplified representation of progress measured in percentage terms compared with percentage planned as derived from the Works Program.

#### **PROGRAM UPDATE FOR ENTIRE PROJECT**

- (1) Program updating shall include:
- The monthly program update which shall be prepared by recording actual activity completion dates and percentage of activities completed up to the last day of the month and expected activity completion based on current progress.
  - The Program update shall be accompanied by an activity report and a narrative statement.

#### **PROCUREMENT REPORT**

- (1) A summary of all significant procurement activities during the month, including action taken to overcome problems.
- (2) A report listing major items of plant and material which will be incorporated into the Works.
- (3) The items shall be segregated by type and the report should show as a minimum the following activities:
- Purchase order date - scheduled/actual;
  - Manufacturer/supplier and origin;
  - Letter of credit issued date;
  - Manufacturer/supplier ship date - scheduled/actual;
  - Method of shipment;
  - Arrival date in India- scheduled/actual.

#### **PRODUCTION AND TESTING**

- (1) A review of all production and manufacturing activities during the month.
- (2) Summaries of all production and manufacturing outputs during the month together with forecasts for the next month.
- (3) Review of all testing activities (both at Site and at the manufacture's premises) during the month

#### **DEPLOYMENT OF MANPOWER MATERIAL AND EQUIPMENT AT SITE**

- (1) Detail showing the extent of deployment of manpower, equipment and stock of important construction material utilized at the Site.





	<ol style="list-style-type: none"><li>(2) A list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period.</li><li>(3) A list of all major or critical material and equipment, indicating current availability and anticipated job Site delivery dates.</li><li>(4) The total number of personnel by craft actually engaged in the work during the reporting period, defined separately as to office, supervisory, and field personnel.</li><li>(5) A manpower and equipment forecast for the upcoming twenty eight (28) days, stating the total number of personnel by craft, defined separately as to office, supervisory and field personnel.</li><li>(6) Changes or additions to Contractor's supervisory personnel that occurred from the preceding Monthly Progress Report. The Monthly Progress Report shall accompany the Application for Payment and monthly schedule update</li></ol> <p><b>Progress Photographs and Videography</b></p> <ol style="list-style-type: none"><li>(1) The Contractor shall provide monthly progress photographs to demonstrate the progress of the works.</li><li>(2) Two sets of photographs shall be provided on electronic storage device with two sets of Colour prints of 175 mm x 125 mm size.</li><li>(3) All Photographs shall be labelled with the location and the date.</li><li>(4) The Contractor shall ensure that no photography is permitted on the Site without the consent of the Employer's Representative</li><li>(5) Construction/Installation activities working of machinery, weather effects or any occasion advised by the Employer's Representative shall be video graphed. The recording shall be done or converted to .avi format and presented in electronic storage device with appropriate voice recording describing the event.</li><li>(6) The Contractor shall provide to the Employer for every calendar quarter, a video recording, which will be compiled into a 3 (three) – hour compact disc or digital video disc, as the case may be, covering the status in that quarter. The first such video recording shall be provided to the Employer within 7 (seven) days of the LOA of the Contract and thereafter, no later than 15 (fifteen) days after the close of each quarter.</li></ol> <p>The Employer, Employer's representative or the Contractor may require the other to convene/attend meeting/reviews necessary to discuss matters/progress related to the contract. The Party initiating the meeting shall prepare necessary Agenda for the meeting and furnish the same to other party in advance. The party who is initiating the meeting shall prepare the minutes of the meeting and supply the copies of the minutes to other party.</p>
<b>Sub-Clause 4.23 Contractors Operations on Site</b>	<p><i>Insert at the end of Sub-Clause 4.23:</i></p> <p>If the Contractor fails to attend to any of the above requirements within 28 days of the issue of the Commissioning Certificate, then the</p>



	<p>Employer may dispose of same and/or take any appropriate measures by other means and shall after deducting from the proceeds the costs, charges and expenses of and in connection with such disposal and pay the balance, if any, to the Contractor.</p> <p>The Contractor shall not sell or otherwise dispose of or remove, except for the purpose of the Works, any sand, stone, clay, ballast, rock or other substances or materials which he obtains from any excavation made for the purpose of the Works or any buildings or produce upon the Site during the time he is in the possession of the Site, and all such substance, materials, buildings and produce shall be the property of the Employer or the relevant Government Authority, provided that the Contractor may with the permission in writing of the Employer's Representative use any of the same for the purposes of the Works or dispose of them off the Site at approved locations</p>
<b>Sub-Clause 4.25 Changes in Contractor's Financial Situation</b>	<p><i>Add a para at the end of the section:</i></p> <p>Each Consortium Member (wherever applicable) is duly organized and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has validly consented to and requested Employer to enter into the Agreement with the Contractor pursuant to the Letter of Intent and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement. Each Consortium Member/ Bidder jointly and severally also undertakes to accept and honour all the obligations of the Contractor under this current agreement, during the construction period and up to the completion of the Operation and Maintenance period of the Facility.</p> <p>The Contractor shall inform the Employer as soon as the Contractor is aware of a possible Merger &amp; Acquisition which may materially change the joint venture structure in the consortium. In such an event, irrespective of the Agreement between the Companies/ Partners during the Merger &amp; Acquisition, the conditions of this Contract shall supersede the conditions agreed between the Companies/ Partners during the Merger &amp; Acquisition. Each and every Partner in the joint venture/ consortium should give individual letters to abide with the conditions of the Contract in current form.</p>
<b>Sub-Clause 4.26 Change of Control</b>	<p><i>Insert the following additional Sub-clause:</i></p> <p>"Any change in Control of the Contractor, or in case if the Contractor is a JV/consortium of members, any change of Control of any of the members of the JV/consortium, shall be informed to the Employer's Representative in advance for approval of the Employer. Such approval shall not be unreasonably withheld, unless, such change in Control, if had taken prior to the date of submission of the Tender, would have rendered the Contractor or any such member in case the Contractor is a JV/consortium, ineligible to Tender for the Project in terms of the Instructions to Tenderer or in the opinion of the Employer such change in Control shall jeopardize national security or interest. For the purposes of this clause "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and affairs of such person, whether through the legal and beneficial ownership of more than 50% (fifty per cent) of the voting securities of such person, by agreement or otherwise or the</p>





	power to elect majority of directors, partners or other individuals exercising similar authority with respect to such person.”
<b>Sub-Clause 4.27 Demolition of Existing Structures</b>	<p><i>Add new Sub Clause:</i></p> <p>The Contractor shall not demolish nor modify the existing permanent structures on the Site except to the extent permitted in the Employer's Requirements or otherwise approved in advance in writing by the Employer's Representative.</p>
<b>Sub-Clause 5.1 General Design obligations</b>	<p><i>Delete Sub-Clause 5.1 and substitute with the following:</i></p> <p>“The Contractor shall design the layout and all the Civil works including Plant buildings such as substation &amp; control room, chemical house and Clo2 dosing generator room, Clear water sump, Intake and Outfall systems etc shall be sized and build for 72 MLD capacity and all the RO units, mechanical, Electrical and Instrumentation shall be provided to produce 60mld of desalination water as per the Employer's Requirements.</p> <p>The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the Employer's Requirements that includes all surveys such as site survey, on-shore survey, off-shore survey, geotechnical investigations for all structures including intake well and piping etc complete. Unless otherwise stated in the Contract, the Contractor shall submit to the Employer's Representative for consent the name and particulars of each proposed designer and design Subcontractor.</p> <p>The contractor should aware, that the site measurements and other data furnished by the Employer and drawings are approximate and provided for the information of Contractor to make his own interpretations. The Employer does not take any responsibility for its accuracy and correctness of the data at Site. Contractor is therefore, advised to carry out his own checks and satisfy himself about adequacy and accuracy of the same before using such data.</p> <p>The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Employer's Representative at all reasonable times, until the expiry date of the relevant Defects Notification Period.</p> <p>The Contractor, even when the design is prepared elsewhere, shall have a design office at Vellore preferably nearer to the site for liaison with the Employer's representative. The Design office shall be headed by a competent design engineer and supported by a team Civil, Mechanical, Electrical, Instrumentation and Process Engineers. The Design office shall be established within 30 days after the signing of Contract.</p> <p>Upon receiving notice under Sub-Clause 8.1 [<i>Commencement of Works</i>], the Contractor shall scrutinize the Employer's Requirements</p>



	<p>with reference to purpose, scope, design and /or other technical criteria for the works.(including design criteria and calculations, if any) Within the period stated in the Contract Data, calculated from the Commencement Date, the Contractor shall give notice to the Employer's Representative of any error, fault or other defect found in the Employer's Requirements with reference to purpose, scope, design and /or other technical criteria for the works.</p> <p>After receiving this notice, the Employer's Representative shall determine whether Clause 13 [<i>Variations and Adjustments</i>] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the Employer's Requirements with reference to purpose, scope, design and/or other technical criteria for the works before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted."</p> <p>If the Contractor finds any error, fault, or other defect in the Employer's Requirements after the periods stated in the Contract Data then the Sub-Clause 1.10 [Errors in the Employer's Requirements] shall be applicable.</p>
<b>Sub-Clause 5.2 Contractor's Documents</b>	<p><i>In Sub-Clause 5.2 replace sub-paragraph (a) with the following:</i></p> <p>"(a) The Contractor shall submit, within 60 days of Commencement Date, the proposed "Submission and Anticipated Approval Programme" for all necessary Contractor's Documents for approval by the Employer's Representative. Such Program shall ensure availability of all construction documents on site in a timely manner, which is essential for systematic and professional management of all construction works. The Employer's Representative will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor. The Employer Representative's, approval, disapproval, comments, or failure to provide any of these to the Contractor, shall in no way relieve the Contractor of any of its obligations or responsibilities under the Contract.</p> <p>Construction on any component of the Works shall not commence until the Contractor receives from the Employer's Representative written approval of all Contractor's Documents relevant to the design and construction of the component. If the Employer's Representative fails to respond to a Contractor's Document at the end of 45 days, despite the Contractor's written reminder at the end of the 21-day "review period", then the Employer's Representative shall be deemed to have approved that Document.</p> <p>"</p> <p>Where the nature of the work is such as to require the use by the Contractor of water borne transport, the foregoing provisions of this clause shall be construed as though "high sea" including a lock, dock, seawall or other structure related to waterway and "vehicles" including craft and shall effect accordingly.</p>



<b>Sub-Clause 5.4 Technical Standards &amp; Regulations</b>	<p><i>Add the following sentence to the end of the Sub-Clause 5.4:</i></p> <p>"In respect of technical specifications and standards, any national or international standards which promise to confer equal or better quality than the standards specified will also be acceptable, at the discretion of the Employer's representative. However, this does not relieve the contractor of any of his obligations or responsibilities under the contract"</p>
<b>Sub-Clause 5.6 Operation and Maintenance manuals</b>	<p>Replace two copies by five copies in second line</p>
<b>Sub-Clause 6.5 Working Hours</b>	<p><i>Add the following at the end of the Sub-clause</i></p> <p>"For running the Desalination plant and allied services under Operation services, the working hours shall be 24 hours per day, every day of every year within the Operation Services Period including National Holidays . Any shutdown shall be with the consent and approval of the Employer's representative with prior intimation".</p>
<b>Sub-clause 6.7 Health and safety</b>	<p><i>Add at the end of the Sub-Clause</i></p> <p>"The contractor shall conduct regular medical camp for the Labour, preferably annually and in the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and/or carry out all such regulations, orders, and/or requirements as may be applicable, including those imposed by various governments and the local medical or sanitary authorities".</p>
<b>Sub-Clause 6.8 Contractor's Superintendence</b>	<p><i>At the end of Sub-Clause 6.8 add:</i></p> <p>"The Contractor shall submit, within 28 days of Commencement Date as notified in the Notice to proceed with the work letter issued vide Sub-clause 8.1 of GCC, the proposed Deployment Program for all key personnel as well as workers for superintendence of construction activities for approval by the Employer Representative's. Such Deployment Program shall show details of qualifications and experience of key personnel and the number of skilled/semi-skilled/unskilled workers to be deployed on a timeline, which is essential for proper superintendence and systematic and professional management of all construction works. The Employer's Representative will either approve the submittal or provide comments thereon to the Contractor within 14 days of submission by the Contractor.</p> <p>None of the Contractor's engineers, supervisors, or labour staff shall be withdrawn from the Works without due notice being given to the Employer's Representative. Further, no such withdrawals shall be made if in the sole opinion of Employer's Representative, such withdrawals will jeopardize the progress and timely, successful completion of the Works.</p> <p>At least seventy-five percent (75%) of the Contractor's superintending staff shall have a working knowledge of the English language, or the Contractor shall have sufficient competent</p>



	interpreters available on site during all working hours."
<b>Sub-Clause 6.9 Contractor's Personnel</b>	<p><i>Add at the end of the first sentence:</i></p> <p>The list of Key personnel proposed by the Contractor for carrying out the works shall be submitted to the Employer's representative within 28 days after the commencement date as notified in the Notice to proceed with the work letter issued vide Sub-clause 8.1 of GCC. The Employer's representative shall approve the list within 15 days of the receipt.</p> <p><i>Replace the last Para as below:</i></p> <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person with consent from the Employer.</p> <p>If the Contractor do not recruit/depute the key personnel identified as per schedule, for the facilities, then compensation will be deducted as indicated in the contract data.</p>
<b>Sub-Clause 6.10  Records of Contractor's Personnel and Equipment</b>	<p>Add the following paragraph at the end</p> <p>If the Contractor wishes to replace any of the personnel deployed at site during the entire Contract Period including Operation and Maintenance Period, the contractor shall seek a suitable prior approval from the Employer's Representative in writing</p>
<b>Sub-Clause 6.12 Foreign staff and Labour</b>	<p><i>Add this Sub-Clause</i></p> <p>"The Contractor may import such staff, and labourer as are required in order to execute the Works. The Contractor must ensure that all such staff and labour are provided with the required visas and work permits. Notwithstanding anything to the contrary contained in the Contract, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Subcontractors shall not constitute Force Majeure event, and shall not in any manner excuse the contractor from the performance and discharge of its obligations and liabilities under the Contract.</p> <p>The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all persons whom the Contractor recruited and employed for the purpose of or in connection with the Contract. The Contractor shall be responsible for such persons as are to be returned until they shall have left the Site or, in the case of foreign nationals who have been recruited outside India, shall have left India."</p>
<b>Sub-Clause 6.13 Measures against Insect &amp; Pest Nuisance</b>	<p><i>Add this Sub-clause</i></p> <p>"The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide its staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. The Contractor shall comply with all the regulations of the local</p>



	health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by such authorities."
<b>Sub-Clause 6.14 Epidemics</b>	<i>Add this Sub-clause</i> "In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government of Tamilnadu or the local medical or sanitary authorities, for the purpose of dealing and overcoming the same."
<b>Sub-Clause 6.15 Alcoholic Liquors or Drug</b>	<i>Add this Sub-clause</i> "The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour."
<b>Sub-Clause 6.16 Arms and Ammunition</b>	<i>Add this Sub-clause</i> "The contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer to the same as aforesaid."
<b>Sub-Clause 6.17 Festivals and Religious Customs</b>	<i>Add this Sub-clause</i> "The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs."
<b>Sub-Clause 7.1 Manner of Execution</b>	<i>Add the following at the end of the Sub-clause</i>  "The Contractor along with the design shall submit the proposed manner of execution of the Desalination Plant, including procurement of Membranes, materials, equipment and instrumentations etc, complete. The Contractor shall furnish for the Employer's Representative's concurrence, the method of working he intends to adopt for execution of such item giving full details of the method of working, equipment to be deployed and measures to be adopted for ensuring the quality of construction and the safety of his workers as well as third parties. The Employer's representative shall approve the proposal in accordance with the Employer's Requirement within 14 working days of submission. Within 14 working days the Employer's representative shall either give his approval or issue notice to the contractor for any defects or rejection, if no communication is made within 14 working days, it is deemed that the Employer's representative has approved the proposal. The Employer's representative's approval, rejection, comments or failure to provide approval in time shall not relieve the contractor of any of his obligations and responsibilities under this contract".
<b>Sub-Clause 7.3 Inspection</b>	<i>Add at the end of sub-clause 7.3.</i> The inspection details are provided in Employer's Requirement.
<b>Sub-Clause 7.4 Testing</b>	<i>Insert the following between the 1<sup>st</sup> and 2<sup>nd</sup> Para</i>  "The Contractor along with the Design shall submit to the Employer's representative the Programme and procedure of all Tests for the Plant, materials and workmanship for the approval of the Employer's



	<p>representative in accordance with the Employer's requirement and the Employer's representative shall give approval or refuse approval in writing within 30 days of the receipt of the request."</p> <p><i>Delete the paragraph "The Employer's representative..... notwithstanding other provisions of the contract and replace it with the following</i></p> <p>"The Contractor shall bear all costs of any and all agreed inspections and tests. If special tests are necessary based on the results of the agreed test, then cost of all such special tests also shall be to the account of the contractor in all cases."</p>
<b>Sub-Clause 7.5 Rejection</b>	<p><i>Add the following sentence to the end of Sub-Clause 7.5:</i></p> <p>"The additional costs, payable to the Employer, will be calculated based on the direct cost of any labour, equipment, materials, superintendence, and other services provided by the Employer for carrying out such retesting, as certified by the Employer's Representative, plus an administration fee of ten percent (10%) of the direct costs to cover overheads and other indirect costs."</p>
<b>Sub-Clause 7.7 Ownership of Plant and Materials</b>	<p><i>Add at the end of this sub-clause</i></p> <p>Notwithstanding the provisions of the preceding paragraph of this Sub clause 7.7, the Contractor shall not be entitled to payment for Plant and Materials which are not in compliance with the Specifications or any other terms or requirements of this Contract.</p>
<b>Sub-Clause 7.8 Royalties</b>	<p><i>Replace Sub-Clause 7.8 with the following:</i></p> <p>" Unless otherwise stated in the Employer's Requirements, and in accordance with the prevailing rules and rates specified by the Government of Tamil Nadu, the Contractor shall pay all applicable royalties, taxes, levies, cess, duties, and other payments to the relevant parties for:</p> <ul style="list-style-type: none"><li>(a) All Equipment, Plant, and Materials used in the Works, and</li><li>(b) The disposal of material from demolitions and excavations and of other surplus materials (whether natural or manmade), except to the extent that disposal areas within the site are specified in the Contract.</li><li>(c) Cost of sludge disposal, if any</li></ul>
<p><i>Add the following Sub-Clause after sub Clause 7.8 – Royalties</i></p>	





<b>Sub-Clause 7.9 Failure to Remedy Defects or to Complete Part of Works</b>	<p>“If the Contractor fails to remedy any defect in the Plant, Materials, design, or workmanship, or if the Contractor fails to complete any part of the Works deemed necessary by the Employer within a reasonable time after being notified by the Employer’s Representative, the Employer or the Employer’s Representative may fix a date on or before which to remedy the defect or damage or to execute the part of the Works in question to the satisfaction of the Employer’s Representative, and give the Contractor reasonable notice of such date.”</p> <p>If the Contractor fails to remedy the defect or damage or to complete the required part of the Works by the specified date the Employer may (at his sole discretion):</p> <ul style="list-style-type: none"><li>(a) carry out the work himself or by others, in a reasonable manner, and at the Contractor's risk and expense; the costs properly incurred by the Employer in remedying the defect or damage or in executing part of the Works shall be recoverable from the Contractor by the Employer and will be calculated based on the direct cost of any labour, equipment, materials, superintendence, and other services provided by the Employer for carrying out such work, as certified by the Employer’s Representative, plus an administration fee of ten percent (10%) of the direct costs to cover overheads and other indirect costs; or</li><li>(b) require the Employer’s Representative to determine and certify a reasonable reduction in the Contract Price; or</li><li>(c) if, in the sole opinion of the Employer, the defect, damage, or uncompleted work is such that the Employer has been deprived of substantially the entire benefit of the Works or parts of the Works, terminate the Contract with respect to such parts of the Works as cannot be put to the intended use: the Employer shall then be entitled to recover all sums paid for such parts of the Works, together with the cost of dismantling the same, clearing the Site, and returning Plant and Materials to the Contractor, and the provisions of Clause 15 [Termination by Employer] will apply.”</li></ul> <p>The cost due to the items‘(a)’ to ‘(c)’ will be recovered from the Contractor. This cost is in addition to the maximum delay damages of 10% of Design-Build Contract Price as indicated in the Contract data.</p>
<b>Sub-Clause 9.2 Time for Completion of Design-build</b>	<p>“The Contractor shall complete the whole of the Works including testing and commissioning of the plant within 30 months (Thirty months) from the Commencement Date.</p> <p>The intended sectional completion will be in 5 Milestones with each milestone is for 6 months duration.</p> <ul style="list-style-type: none"><li>1) I MILESTONE – 6 MONTHS</li><li>2) II MILESTONE – 12 MONTHS</li><li>3) III MILESTONE - 18 MONTHS</li><li>4) IV MILESTONE - 24 MONTHS</li></ul>



5) V MILESTONE - 30 MONTHS

	Key components	MILESTONES in %				
		I	II	III	IV	V
1	Design & Documentation.	100				
2	<b>Intake Systems</b>					
	1, Supply		30	70	100	
	2. Erection & Testing		10	50	100	
3	<b>Pre-Treatment systems</b>					
	1. Supply		40	70	100	
	2. Erection & Testing		20	50	100	
4	<b>RO systems</b>					
	1. Supply		40	70	100	
	2. Erection & Testing		20	50	100	
5	<b>Post Treatment</b>					
	1. Supply		40	70	100	
	2 Erection & Testing		20	50	100	
6	<b>Dosing System</b>					
	1. Supply		40	70	100	
	2 Erection & Testing		20	50	100	
7	<b>Out fall systems</b>					
	1. Supply		30	70	100	
	2 Erection & Testing		10	60	100	
8	<b>Electrical Instrumentation</b>					
	1. Supply		40	70	100	
	2 Erection & Testing		30	70	100	
9	Trial run and Commissioning					100

The above Time schedule may be modified without gross changes on acceptance of the Employer's Representative/Employer prior to the execution of agreement.

**Sub-Clause 9.6  
Delay damages  
relating to Design-  
build**

*Delete Sub-Clause 9.6 and substitute with the following:*

"The Contractor shall complete the Works in accordance with the Time for Completion of Works set forth in Sub- Clause 8.2 [Time for Completion]. In the event that the Contractor fails to complete the works before the date set forth in the Time for Completion, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Employer, the Contractor shall pay Delay Damages to the Employer in a sum calculated at the rate stated in the Contract Data.

It is agreed that recovery of Damages under this Sub-Clause shall be





	<p>without prejudice to the rights of the Employer under this Contract including the right of Termination thereof.</p> <p>In the event the Contractor is unable to maintain the above schedule and complete the works Liquidated damages shall be levied as indicated in the contract data for period beyond the original time period till completion of works.</p>
<b>Sub-Clause 9.7 Suspension of Work</b>	<p><i>Delete Sub-Clause 9.7, and Substitute with the following:</i></p> <p>“In the event of the failure of the Contractor to duly and effectively perform any of its obligations or to perform proper execution of the Works in accordance with the provisions of this Contract, the Employer’s Representative may by notice require the Contractor to suspend forthwith the performance of any obligations under the Contract or the whole or any part of the Works.</p> <p>The Contractor shall, pursuant to the notice under this Sub-Clause, suspend the Works or any part thereof for such time and in such manner as may be specified by the Employer’s Representative and thereupon carry out remedial measures to rectify the defects and secure the safety of the suspended works. The Contractor may by notice require the Employer’s Representative to inspect such remedial measures forthwith, with a request that the suspension hereunder may be revoked. The Employer’s Representative shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and the procedure set forth in this Sub-Clause shall be repeated until the suspension hereunder is revoked.</p> <p>All reasonable costs incurred for maintaining and protecting the Works and remedying the defects during the period of suspension shall be borne by the Contractor.</p> <p>During the period of Suspension, the Employer may at its own discretion, on behalf of the Contractor, undertake to fulfil any of the Contractor’s obligations for remedying and rectifying the cause of Suspension. Provided that any cost incurred by the Employer in fulfilling the obligations of the Contractor for the remedying or rectifying the cause of Suspension shall be borne by the Contractor.</p> <p>The Employer shall have the right to deduct any such expense incurred and another twenty percent thereof as Damages from any payment due or to be due to the Contractor under the provisions of this Contract.</p> <p>If and to the extent the cause for the suspension is the responsibility of the Contractor, the following Sub-Clauses 9.8, 9.9, and 9.10 shall not apply.</p> <p>The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is:</p> <ul style="list-style-type: none"><li>(a) provided for in the Contract; or</li><li>(b) necessary for proper execution of Woks or by reasons of weather condition ;or</li><li>(c) necessary for the safety of Works or any part thereof; or</li><li>(d) necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site; or</li></ul>



	<b>(e)</b> to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities.”
<b>Sub-Clause 10.1 General Requirements</b>	<p><i>Add the following last paragraph in sub-clause 10.1</i></p> <p>The O&amp;M period will start from the issue of the Commissioning Certificate and continue for a period of 20 years. The Scope shall cover the Operation and Maintenance of the Plant including The Intake System, Desalination Plant including all the works erected under this Contract. The scope shall also cover system expansion and corresponding Operation and Maintenance for additional water supply when required by the Employer/Employer’s Representative.</p>
<b>Sub-Clause 10.3 Independent Compliance Audit</b>	<p><i>Delete the Sub-Clause</i></p>
<b>Sub-Clause 10.4 Delivery of Raw Materials</b>	<p><i>Delete Sub clause and substitute the following:</i></p> <p>The contractor is responsible for procurement of all raw Materials during the entire contract period.</p>
<b>Sub-Clause 10.7 Failure to Reach Production Outputs</b>	<p><i>Add the following last paragraph in sub-clause 10.7</i></p> <p>“The production outputs such as quantity and quality of product water shall be quantified as follows:</p> <p><b>Measurement of Quantity:</b></p> <p>Two water meters shall be provided at water delivery point i.e before the Employer’s Sump where meters are fixed. Two meters shall be fixed, the main meter shall be of the Contractor and the other meter shall be of the Employer. The meters are provided in order to measure the volume of the water dispatched at the Water delivery point i.e before the Employer’s Sump and conduct Periodic calibration of the water meter preferably once in 6 months as instructed by the Employer from a National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited laboratory /Fluid Control Research Institute (FCRI). The Contractor shall have to replace the meter, if it is found to have stopped or is found to be defective. Daily readings of the main meter, provided by the Contractor shall be taken by the Contractor and the Employer jointly on each day and both shall ensure that their representatives are present at the water delivery point. If the representative of either of the parties is absent, the other party has the right to proceed with the reading. In case, the main meter is stopped or found to be defective, the readings shall be taken from the second meter.</p> <p><b>Measurement of Quality:</b></p> <p>Product Water shall meet quality criteria mentioned in tender as per the Employer’s Requirements i.e quality of water confirming to IS 10500:2012 or such standard applicable on the date of submission of Bid / Tender Documents. shall be taken into</p>



	<p>consideration. Method of taste shall be as per IS 10500:2012 or such standard applicable on the date of submission of Bid / Tender Documents. In case of any revision/ modification of standards as applicable the Employer and the Contractor shall agree to incorporate the same as per mutual consent and on terms which shall be mutually agreed between the Employer and the contractor</p> <p><b>Details of the parameters to be measured shall be as below:</b></p> <ul style="list-style-type: none"><li>a) pH, Turbidity, Total dissolved solids (TDS), Total Hardness (as CaCO<sub>3</sub>), Boron (as B), Iron (as Fe), Fluoride (as F) shall be measured on hourly basis.</li><li>b) Parameters mentioned in table-2 (except mentioned in point (a) above), IS 10500:2012 or its latest revisions shall be measured daily.</li><li>c) Bacteriological quality Table 6, IS 10500:2012 or its latest revisions, shall be measured on hourly basis.</li><li>d) Parameters listed in Table-3 &amp; Table-5 of IS 10500:2012 or its latest revisions shall be measured in each shift. For avoidance of doubt each shift consist of 8 hrs and each day consist of 24 hrs.</li><li>e) Other parameter not mentioned in above points (a), (b), (c) and (d) but part of IS 10500:2012 or its latest revisions shall be measured on weekly basis.</li></ul> <p>The contractor shall pay any applicable performance damages as specified in the Appendix 7 (Functional Guarantee) to the Contract Agreement for failure of production output such as failure in quality and quantity.</p>
<b>Sub-Clause 11.6</b>	<i>Deleted.</i>
<b>Sub-Clause 11.11</b>	<i>Delete last para.</i>
<b>Sub-Clause 12.1</b>	<i>Please replace "one year" by "two year" in para 12 (a) i.</i>



<b>Sub-Clause 13.1</b>	<p><i>Add at the end of the Sub-Clause</i></p> <p>If the Employer or the Employer's Representative instructs for system expansion during the Operation Service Period, for which the contractor has submitted the costs, the contractor shall then proceed and complete the expansion works within the time frame given by the Employer/Employer's Representative and liable for damages for any delay under Sub-clause 9.6. The contractor shall be paid the costs with adjustments as per the contract.</p>
<b>Sub-Clause 13.2 Value Engineering</b>	<p><i>After the Sub-Clause add the following:-</i></p> <p>"The value engineering proposal shall not impair the essential character, functions or characteristics of the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design, safety standards would not result in any reduction to the standard, or quality of works, or the performance of the Contractor and his obligations under the Contract".</p>
<b>Sub-Clause 13.8 Adjustment for Changes in Cost</b>	<p><i>Add at the end of the Sub-Clause</i></p> <p>The prices for the design build scope of works shall be firm and O&amp; M cost, System Expansion cost shall be subjected to escalation as per Appendix 2 (Price Adjustment) to the Contract Agreement.</p>
<b>Sub-Clause 14.1 The Contract Price</b>	<p><i>Add the following after the last paragraph -</i></p> <p>"The Contract Price includes all duties, taxes (excluding GST), royalties, premiums for various insurances, licenses and fees that may be levied in accordance with the laws and regulations in force on the Contractor's Equipment, Plant, Materials, supplies, Permissions and Clearances (as listed in Annexure I) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of the Contract."</p>
<b>Sub-Clause 14.2 Advance Payment</b>	<p><i>Delete Paragraph one to three and substitute with the following:-</i></p> <p>Advance payment shall be 10% of contract price for Design-Build portion. The Employer, if claimed by the contractor, shall make an Advance payment towards mobilization at the interest rate indicated in the Contract data. The advance payment shall be paid on submission of requisite advance bank guarantee for equal value. The first instalment claim shall be made within two months from the date of agreement. The amount of the advance payment and the applicable currencies shall be as stated in the Contract Data.</p> <p>The advance amount shall be paid in two instalments, On submission of unconditional bank guarantee for equal value the amount as stated in the Contract Data will be paid initially. The Contractor shall use the advance amount towards mobilizing equipment, plant and other mobilization expenses specifically for the execution of works. The contractor shall demonstrate that advance payment has been used for the said purpose by furnishing copies of invoices to the Employer's representative.</p> <p>On satisfactory completion of mobilization of materials, equipment etc,</p>



	the Employer's representative shall approve the payment of the balance advance payment on receipt of unconditional Bank guarantee for equal value.
<b>Sub-Clause 14.3 Application for advance and Interim Payment Certificate</b>	<p><i>Delete second paragraph of this Sub-Clause and substitute with the following:</i></p> <p>"The Contractor shall submit a Statement in three paper copies and one digital copy (read Only CD/DVD/storage devise) to the Employer's Representative after the end of the period of payment stated in the Contract (if not stated, after the end of each month), in a form approved by the Employer/Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents and shall include the relevant report on progress also in accordance with Sub-Clause 4.21 [Progress Report]. All paper copies shall bear the original signatures of the Contractor If these are found in order then the Employer's Representative shall forward the same to the Employer, with Interim Payment Certificate, as per clause 14.6, for payment, otherwise return back all documents to the Contractor for rectification and resubmission. Responsibility of preferring the Statement and entering the details shall vest with the Contractor. It is his responsibility to ensure that under no circumstances the payment claimed is more than the amount equivalent of Work done for that stage. If it is discovered otherwise during the check by the Employers' Representative or the Employer then a warning will be issued in the first instance and in the second instance amount equivalent to 10% of excess claimed shall be forfeited besides denying the extra claim. While submitting the Statement all supporting details like measurements, sketches, drawings, approvals, calculations etc. shall be submitted with the Statement so that payment can be substantiated by the Employer's Representative as well as by the Employer.</p> <p><i>Replace item (d) to read:</i></p> <p>" (d) any amounts to be added and deducted for the advance payment and repayments along with interest payable in accordance with Sub-clause 14.2 [Advance Payment]"</p>
<b>Sub-Clause 14.4 Schedule of Payments</b>	<p><i>Replace the first paragraph as follows</i></p> <p>(i) The Contract Price shall be paid in accordance with the provisions given in Appendix 1 ( Terms and Procedure of payment ) to the Contract Agreement for the Design-build period, System Expansion and/or the operation service period.</p>
<b>Sub-Clause 14.9 Delayed Payment</b>	<p><i>The Sub-Clause is deleted</i></p>
<b>Sub-Clause 14.10 Payment of Retention Money</b>	<p><i>Delete the Sub -Clause and replace the same with the following:</i></p> <p>"At the request on the Contractor, 50% of the Retention amount shall be returned on commissioning of the plant and the second half of the retention money shall be released on completion of Defect liability</p>



	period i.e 2 years from the date of commissioning.
<b>Sub-Clause 14.18 Asset Replacement Fund</b>	Delete the sentence in the third paragraph “ such amount shall be shared equally between the Parties and the Contractor .....with Sub Clause 14.13 [Application for Final payment Certificate Operation Service] And replace it with the following “ such amount shall be to the account of the Employer.”
<b>Sub-Clause 14.20 Taxation</b>	<i>Add this Sub-Clause</i>  "(i) The prices Tendered by the Contractor shall include all taxes, duties (excluding GST) and other charges imposed outside India on the production, manufacture, sale and transport of the Contractor's equipment, Plant, membranes, materials and supplies to be used on or furnished under the Contract, and on the services performance under the Contract.  (ii) The prices Tendered by the Contractor shall include all customs duties, import duties, business taxes, income and other taxes (excluding GST) that may be levied in accordance to the laws and regulations in being as of the base date in India on the Contractor's Equipment, Plant, membranes, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax that may be levied in the India on profits made by it in respect of the Contract.  (iii) Any benefits arising out of reduction in taxes shall be passed on to the Employer in full and any increase shall be adjusted as changes in Legislation"
<b>Sub-Clause 15.2 Corrupt or Fraudulent Practices</b>	<i>Add item (i) to the Sub-Clause 15.2 the following:</i>  (i) “If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract





<b>Sub-Clause 17.3 Employer's Risks</b>	<p><i>This sub-clause is amended to read as follows:</i></p> <p>"The Employer's risks are:</p> <ul style="list-style-type: none"><li>(a) insofar as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:<ul style="list-style-type: none"><li>(i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;</li><li>(ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;</li><li>(iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof;</li><li>(iv) pressure waves caused by aircraft or other aerial devises travelling at sonic or supersonic speeds;</li><li>(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of its Subcontractors and arising from the conduct of the Works;</li></ul></li><li>(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;</li><li>(c) any operation of the forces of nature (insofar as it occurs on the Site) which an experience contractor:<ul style="list-style-type: none"><li>(i) could not have reasonably foreseen, or</li><li>(ii) could reasonably have foreseen, but against which he could not reasonably have taken appropriate measures to prevent loss or damage to physical property occurring."</li></ul></li></ul>
<b>Sub-Clause 19.1 Insurance</b>	<p><i>Add the following texts at the start of clause 19.1.</i></p> <p>All risks of loss including theft of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the Exceptional Risks are the responsibility of the Contractor. Any loss not insured or not recovered (including policy excesses etc.) from insurers shall be borne by the Contractor. All insurances shall be in the joint name of contractor and the Employer. The contract shall maintain a Contractors All Risk Policy (CAR) for the entire duration of the contract including O&amp;M period for the entire facility.</p> <p>Marine cum Erection (MCE) Insurance: The Contractor shall take MARINE CUM ERECTION insurance policy against all risks to the equipment /materials during handling, transit (marine and inland), storage, erection, testing and commissioning for the total contract</p>



price including price variation. The period of policy shall commence from the despatch of first consignment of equipment/materials for the work and continue during transit, storage, erection at site till completion of testing commissioning and up to issue of Commissioning Certificate of the Complete Facility as defined in the Tender Documents. Alternatively, the Contractor may take a Transit / Marine Insurance policy and a Storage Cum Erection Insurance policy against all risks to cover the loss or damage during Transit and Storage, Erection , Commissioning respectively. The sum insured under the policy shall represent the cost of equipment / materials supplied by the Contractor for the work. The sum insured under SCE policy shall represent the complete erected value of Plant & Equipment including freight, insurance, taxes and duties and erection cost. If the Contractor is already having an open Transit /Marine Insurance policy, the copy of the same have to be furnished.

The Contractor shall also take additional covers (Add-On covers) given under MCE insurance like Third Party Liability, Surrounding properties, Clearance and Removal of debris, Cross liability, Express Freight, Extended Maintenance Cover upto Final Takeover, etc. The sum insured for such Add-On covers shall be decided by the **Contractor** based on his assessment and risk involved in the contract. Risks to be covered by insurance shall not be limited merely to the items mentioned above. The **Contractor** shall arrange for insurance of any other risks he may deem prudent, but the expenses thereof shall be to the account of the contractor only full plant. If necessary, Transit and storage (all risks) insurance coverage for additional transit involved for sending equipment/material to Sub-Contractor/Fabricator's shop for fabrication/ reprocessing and receiving back at site shall be taken.

The form and the limit of such insurance as defined shall be acceptable to the Employer representative. However, irrespective of such acceptance, the responsibility to maintain insurance at all times during the required period and for the required value shall be that of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of 'Contract'. Any loss or damage to the equipment during handling, transporting, storage and erection, testing and commissioning including operation and maintenance period shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims as applicable and make good at the Contractor's own cost for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost for the timely commissioning of the equipment/ completion of the works. Licenses, clearance etc., if any required for the purpose of replacement of equipment lost/damaged in transit and/or during storage, erection, shall be made available by the Contractor. The Contractor shall provide the Employer with a copy of all insurance policies and documents taken out by him in pursuance of the 'Contract'. Such copies of documents shall be submitted to the Employer immediately after such insurance coverage for approval. The Contractor shall also inform the Employer in writing at least 60 days in advance regarding the expiry / cancellation and/or change in any of such documents and ensure revalidation/renewal etc, as may be necessary well in time.





*Replace Fourth Para of sub-clause 19.2 with the following:*

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, sub clause 19.2 and 19.3 respectively or fails to provide satisfactory evidence, policies and receipts in accordance with this Sub-Clause, then and in any such case the Employer may, without prejudice to any other right or remedy, effect and keep in force such insurance and pay premium as may be necessary. In such cases the premium paid by the Employer plus overheads (equal to 50% of the premium paid) shall be recoverable from the Contractor by the Employer, and will be deducted by the Employer from any monies due, or to become due, to the Contractor or recover the same as debt due from the Contractor. The Contractor shall not dispute the amount of premium paid by the Employer or the overhead charges thereon.

*Add the following text at the end of para one of point e sub clause 19.2*

The Contractor's personnel shall include Subcontractor (if any) and the RO Membrane Supplier (if any) as co-insured for their site activities under all such policies.

*Replace Second Para of Point e) sub-clause 19.2 with the following:*

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub-contractor (wherever applicable) in such a manner that the Employer and the Employer's Representative are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

*Add the following texts at the end of point no e) sub-clause 19.2.*

Subcontractors Insurances, The Contractor shall impose on its Subcontractors the same liabilities as have been imposed on it, covered by the same insurance requirements and shall ensure that, where applicable, either itself insure its Subcontractors or the Subcontractors shall take out and maintain in effect adequate insurance policies for their own employees and vehicles and all works and services executed by them under the relevant Subcontract unless the Subcontractors are covered by the policies taken out by the Contractor.

*Add the following texts at the end of clause 19.2.under point no (f)*

- i) Professional Indemnity Insurance: The Contractor shall affect Professional Indemnity Insurance, which shall cover the risk of professional negligence in design of works. The insurance shall be for a value not less than the amount indicated in the Contract data and shall be in full force and effect Five (5) years after the issue of Final Payment



	<p>Certificate. The Employer's Representative will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the professional indemnity insurance has been provided for the aforesaid period.</p> <p>ii) Automobile Third Part Insurance: Contractor to procure and maintain during the life of the contract comprehensive automobile liability insurance, including all owned, non-owned and hired automobiles. Covering personal injury, accidental death to the maximum limited as per current law and regulations.</p> <p>iii) With respect to the marine cargo insurance, the transportation of certain items shall be subject to a customary Critical Items survey warranty or condition and a Critical Items separation warranty or condition. The Contractor shall appoint, on behalf of the insurers, a recognized surveying body for such pre-shipment inspection at the latest ninety (90) Days prior to the first delivery of any material and equipment destined for transportation to the Desalination Plant Site and destined for incorporation in the Desalination Plant Project.</p> <ul style="list-style-type: none"><li>• The Contractor shall comply with all reasonable recommendations of the surveying body and shall immediately notify Employer' Representative of any unreasonable recommendation or any failure by the surveyor to issue the relevant certification. For purposes of this Agreement, the term Critical Item shall mean an item that (i) in the event of a total loss during its transportation to the Desalination Plant Site could not be replaced, reshipped, installed, tested and commissioned within three (3) months of the applicable milestone date or (ii) is otherwise on the critical path for achievement of the Project Commercial Operation Date.</li><li>• At the latest sixty (60) Days prior to the first Critical Items shipment destined for transportation to the Desalination Plant Site and destined for incorporation in the Works, the Contractor, the insurers, and the appointed surveying body shall agree a list of Critical Items to be surveyed.</li><li>• The Contractor agrees and acknowledges that the marine cargo insurance cover to be procured and maintained by them pursuant to this Sub-Clause and any marine cargo delay in start-up cover procured by them at its sole discretion and benefit could be invalidated by a failure to adhere to each of the Critical Items survey warranty or condition and the Critical Items separation warranty and shall ensure that the transportation of the relevant Critical Items shall not commence, or in case of transit continue, until the surveying body has issued an inspection certificate approving the packaging, load plans, stowage, conveyances and routing of such Critical Items. The</li></ul>
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	<p>Contractor's compliance with the recommendations of the surveying body or the issuance of an inspection certificate shall not relieve the Contractor of its responsibility for risk of loss or damage pursuant to this Agreement.</p> <ul style="list-style-type: none"><li>• The Contractor shall provide reasonable advance notice to Employer's Representative, or the surveying body assigned thereto by the Employer's Representative, of the dates of packing and commencement of transportation of the relevant Critical Items.</li></ul> <p>iv) Terrorism Asset Protection Insurance: This insurance shall cover loss or damage caused by an act of terrorism to the Plant and pipeline. It shall cover plant, equipment, machinery, contractor's personal, Employer's Representative and sub-contractors personal and shall be in effect till the issue of Commissioning Certificate with amount indicated in the contract data in any one occurrence in respect of Physical Damage at any time during the contract period with the number of occurrences unlimited.</p> <p>v) War and Riots Protection Insurance: This insurance shall cover loss or damage caused by an act of war and/or riots to the Plant and pipeline. It shall cover plant, equipment, machinery, contractor's personal, Employer's Representative and sub-contractors personal and shall be in effect till the issue of Commissioning Certificate with amount indicated in the contract data any one occurrence in respect of Physical Damage at any time during the contract period with the number of occurrences unlimited. This insurance shall cover workmen's compensation for affected employees of Contractor and/or its sub-contractor (if any) as required under the appropriate Indian Laws and regulations. The amount required shall be as under the relevant Legal Requirements of the India. The Contractor shall take Workmen's Compensation Insurance for this project work. This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India) as amended from time to time. This policy shall also cover the Contractor against all claims for injury, disability, disease or death of his or his Sub Contractor's employees which for any reason are not covered under the Workman's Compensation Act, 1948. The liabilities shall not be less than:</p> <p>Workmen's compensation: As per statutory provisions.</p> <p>Towards Employees Liability: As per statutory provisions.</p> <p>The Contractor shall provide the Employer with a copy of Workmen Compensation insurance policies taken out by him in pursuance of the 'Contract'.</p>
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	<p>The Contractor taking Insurance policies for the total contract price indicated in the contract but only for part period or part liabilities which shall result in non fulfillment of contractual conditions for the whole period of the contract or failure to cover all liabilities shall attract penalty recovery from the Contractor as deemed fit as decided by the Employer.</p> <p><i>Add the following texts at the end of clause 19.3.under point no (e)</i></p> <ul style="list-style-type: none"><li>i) Automobile Third Part Insurance: Contractor to procure and maintain during the life of the contract comprehensive automobile liability insurance, including all owned, non-owned and hired automobiles. Covering personal injury, accidental death to the maximum limited as per current law and regulations.</li><li>ii) Terrorism Asset Protection Insurance: This insurance shall cover loss or damage caused by an act of terrorism to the Plant and pipeline during the O&amp;M period starting after the issue of Commissioning Certificate. It shall cover plant, equipment, machinery, contractor's personal, Employer's Representative and sub-contractors personal and shall be effect till the issue of Handing Over Certificate with amount indicated in the contract data in any one occurrence in respect of Physical Damage at any time during the contract period with the number of occurrences unlimited.</li><li>iii) War and Riots Protection Insurance: This insurance shall cover loss or damage caused by an act of war and/or riots to the Plant and pipeline. It shall cover plant, equipment, machinery, contractor's personal, Employer's Representative and sub-contractors personal and shall be in effect till the issue of Commissioning Certificate with amount indicated in the contract data in any one occurrence in respect of Physical Damage at any time during the contract period with the number of occurrences unlimited.</li><li>iv) Workmen's Compensation Insurance: This insurance shall cover workmen's compensation for affected employees of Contractor, O&amp;M Personal, and/or its sub-contractor (if any) as required under the appropriate Indian Laws and regulations. The amount required shall be as under the relevant Legal Requirements of the India</li></ul>
<b>Sub-Clause 20.8 Arbitration</b>	<p><i>Delete Sub-Clause 20.6 and substitute with the following:</i></p> <p>“Any dispute not settled amicably and in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both parties, arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India and its latest amendments.</p> <ul style="list-style-type: none"><li>(i) The seat of arbitration shall be at Vellore, Tamilnadu.</li><li>(ii) The number of Arbitrators shall be three (3) and</li></ul>



(iii) Language of communication will be English.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Employer's Representative, and any decision of the DAB, relevant to the dispute. Nothing shall disqualify the Employer's Representative from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be not limited in the proceedings before the arbitrator to the evidence nor in arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the works. The obligations of the Parties, the Employer's Representative and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works."



## SECTION IX - CONTRACT FORMS

### Table of Forms

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## LETTER OF ACCEPTANCE

*[on letterhead paper of the Employer]*

*[insert date]*

To: *[insert name and address of the Contractor]*

Subject: Notification of Award Contract No.\_\_\_\_

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number]* for the Contract Price in the aggregate of *[insert amount in words and figures]**[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within twenty eight (28) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Contract Forms, of the Bidding Documents.

Authorized Signature:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Agency:

\_\_\_\_\_  
Attachment: Contract Agreement



## CONTRACT AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
BETWEEN

(1) \_\_\_\_\_[insert name of Employer], a corporation incorporated under the laws of \_\_\_\_\_[insert country of Employer]and having its principal place of business at \_\_\_\_\_[insert address of Employer](hereinafter called “the Employer”), and (2) \_\_\_\_\_[insert name of Contractor], a corporation incorporated under the laws of \_\_\_\_\_[insert country of Contractor]and having its principal place of business at \_\_\_\_\_[insert address of Contractor](hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. \_\_\_\_\_[insert list of Facilities] (hereinafter called “the Facilities”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### **Article 1.Contract Documents**

#### **1.1 Contract Documents (Reference General Conditions (“GC”) Clause 1 (of FIDIC Gold Book taken as reference for GC))**

The documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract as per the priority given in Clause 1.5 of GC in FIDIC Gold Book:

(i) [Any other documents shall be added here]

#### **1.2 Order of Precedence (Reference GC Clause 1.5)**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 1.5 of GC (Priority of Documents).

#### **1.3 Definitions (Reference GC Clause 1.1 & 1.2)**

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

#### **2.1 Contract Price (Reference GC Clause 14.1)**

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: \_\_\_\_\_[insert amount(s) in INR in words and figures] as specified in Price Schedule (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.





2.2 Terms of Payment (Reference GC Clause 14.4)

The Contract Price shall be paid by the Employer to the Contractor at the times, in the manner, and in accordance with the provisions of PCC Clause 14.4. Payment for Design Build, System Expansion and operation services are as detailed in Appendix 1.

**Article 3.  
Commencement Date**

3.1 Commencement Date (Reference GC Clause 8.1)

The Commencement Date from which the Time for Completion of the Facilities shall be counted is the date when this Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor or the completion of 42 days from the date of receipt of Letter of Acceptance by the Contractor whichever is lower. The Employer undertakes to ensure that the conditions listed below in this Article 3 (Commencement Date) shall all have been fulfilled within *[insert number of months, normally two (2) months]* after such Commencement Date:

**Conditions:**

*List any applicable conditions.*

*If no conditions are required to be fulfilled, delete all of Article 3, except for the first sentence.]*

**Article 4.  
Communications**

4.1 The address of the Employer for notice purposes, pursuant to GC Clause 1.3 is: \_\_\_\_\_*[insert Employer's address]*.

4.2 The address of the Contractor for notice purposes, pursuant to GC Clause 1.3 is: \_\_\_\_\_*[insert Contractor's address]*.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

**Signed by, for and on behalf of the Employer**

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Title]*

in the presence of \_\_\_\_\_

**Signed by, for and on behalf of the Contractor**

\_\_\_\_\_  
*[Signature]*



\_\_\_\_\_  
[Title]

in the presence of \_\_\_\_\_

### **APPENDIXES**

- Appendix 1 - Terms and Procedures of Payment*
- Appendix 2 - Price Adjustment*
- Appendix 3 - Time Schedule*
- Appendix 5 - Scope of Works and Supply by the Employer*
- Appendix 6 - List of Documents for Approval or Review*
- Appendix 7 - Functional Guarantee*



## **Appendix 1 • Terms and Procedures of Payment**

### **(A) Terms of Payment**

The Terms of Payment to be followed and in applying for certification and making payments shall be as follows, subject to other terms in the Conditions of Contract:

#### **Advance Payment:**

The Employer, if claimed by the contractor, shall make an Advance payment, as per GCC 14.2, towards mobilization at the interest rate indicated in the Contract data. The advance payment shall be paid on submission of requisite advance bank guarantee in the form of as prescribed in the Appendix for equal value. The first instalment claim shall be made within two months from the date of agreement.

The advance amount shall be paid in two instalments, on submission of unconditional bank guarantee for equal value the amount as stated in the Contract Data will be paid initially. The Contractor shall use the advance amount towards mobilizing equipment, plant and other mobilization expenses specifically for the execution of works. The contractor shall demonstrate that advance payment has been used for the said purpose by furnishing copies of invoices to the Employer's representative.

On satisfactory completion of mobilization of materials, equipment etc, the Employer's representative shall approve the payment of the balance advance payment on receipt of unconditional bank guarantee for equal value.

The advance payment, along with interest shall be recovered by the Employer by way of deduction of 15% value in each Interim payment certificates. Repayment of advance payment shall commence when payment to the contractor reaches 20% of the Design-build price.

#### **Schedule No. 1 • Plant and Mandatory Spare Parts Supplied from Abroad**

CIP Koonimedu INCOTERMS 2020 for all items for the Intake & Sea outfall System and Treatment plant and allied works.

In respect of plant and equipment supplied from abroad, the following payments shall be made by the Employer:

Forty percent (40%) of the total or pro rata CIP amount after receipt of invoice and shipping documents on receipt of irrevocable payment security in the form of BG for the equivalent amount made out in favour of the Employer. In the event that shipping is delayed upon the written instruction of the Employer for more than twenty-eight (28) days beyond the date shown in the Program of Performance provided in accordance with GCC Sub-Clause 8.3, the Contractor may make application for this part of the payment against warehouse receipts, provided that the plant and equipment were ready for shipment on the date shown in the said Program.

Eighty percent (80%) of the total or pro rata CIP amount less previous payments made in respect of Schedule 1, upon delivery at site and inspection and satisfied by the Employer.



50% of the Bank Guarantee obtained above can be released proportionately.

Hundred percent (100%) of the total CIP amount less previous payments made in respect of Schedule 1, upon issue of the Commissioning Certificate and receipt of invoice. The Balance Bank Guarantee obtained towards supply and delivery can be released.

All payments (excluding advance payment) shall be made accordance with the GCC Sub Clause 14.3.

### **Schedule No. 2 • Plant and Mandatory Spare Parts Supplied from within the Employer's country**

CIP Koonimedu INCOTERMS 2020 for all items for the Intake & Sea outfall System and Treatment plant and allied works.

In respect of plant and equipment supplied from within the Employer's country, the following payments shall be made by the Employer:

Sixty percent (60%) of the total or pro rata CIP amount, upon delivery at site and inspection and satisfied by the Employer on receipt of irrevocable payment security in the form of BG for the equivalent amount made out in favour of the Employer.

Eighty percent (80%) of the total or pro rata CIP amount less previous payments made in respect of schedule 2, upon erection at site and inspection and satisfied by the Employer. 50% of the Bank Guarantee obtained towards supply and delivery can be released proportionately

Hundred percent (100%) of the total CIP amount, less previous payments made in respect of Schedule 2, upon issue of the Commissioning Certificate and after receipt of invoice. The Balance Bank Guarantee obtained towards supply and delivery can be released.

All payments (excluding advance payment) shall be made accordance with the GCC Sub Clause 14.3.

### **Schedule No. 3 Design Services**

In respect of design services, the following payments shall be made by the Employer:

Forty five percent (45%) of the total design services amount upon completion of initial design and drawings within three months of commencement of the contract and after receipt of invoice certified by the Employer's Representative.

Sixty percent (60%) of the total design services amount less previous payments made on completion of all Design and Drawings after incorporating the suggestions and corrections made by the Employer / Employer's Representatives and after receipt of invoice certified by the Employer's Representative.

Seventy five percent (75%) of the total design services amount less previous payments made in respect of Schedule 3, upon confirmation that the design will meet the operational requirements for the SWRO Plant including performance warranty, reliability and operability. At this stage the Employer may also sign-off the drawings and authorize pre-commissioning and



commissioning to take place. This would continue throughout the Construction, Pre-commissioning and Commissioning period; and after receipt of invoice certified by the Employer's Representative.

Hundred percent (100%) of the total design services amount less previous payments made in respect of Schedule 3, when drawings are A/CAD back-drafted for construction purpose and after receipt of invoice certified by the Employer's Representative.

All payments (excluding advance payment) shall be made accordance with the GCC Sub Clause 14.3.

#### **Schedule No. 4 • Build, Installation and other Services**

In respect of Build, Installation and other Services, the following payments shall be made:

Ninety five percent (95%) of the total amount at pro rata based on measured/assessed value of work performed by the Contractor during the preceding month, as evidenced by the Employer's Representative's authorization of the Contractor's application, will be made monthly, after receipt of invoice.

Hundred percent (100%) of the total value of Build, Installation and other Services performed by the Contractor as evidenced by the Employer's Representative's authorization of the Contractor's final application for design build period, less previous payments made in respect of Schedule 4, upon issue of the Commissioning Certificate.

All payments (excluding advance payment) shall be made accordance with the GCC Sub Clause 14.3

#### **Schedule No. 5 • Grand Summary**

Schedule 1 to 4 are summarized here.

#### **Schedule No. 6 – Operation Services**

No Advance payment would be made in respect of Operation Services.

The price specified in the price schedule shall be released subject to deduction/adjustment of prices accordance with GCC Sub Clauses 10.6, 10.7, 14.13, 14.14, 14.15 and 14.19.

#### **Schedule No. 6.1 — Power consumption charges**

The power charges paid by the contractor shall be reimbursed subject to the Specific power consumption indicated in the Price Schedule. For excess power consumption over and above the necessary damages will be deducted as per GCC Sub Clauses 10.6 and 10.7.



### **Schedule No. 7 – Asset Replacement Fund and Schedule**

No Advance payment would be made in respect of Asset Replacement Fund and Schedule. Up to Hundred percent (100%) of the total value of Asset Replacement Fund and Schedule performed by the Contractor as evidenced by the Employer's Representative's in respect of Schedule 7 and accordance with the GCC Sub Clause 14.18.

### **B) Payment Procedures**

The procedures to be followed and in applying for certification and making payments shall be as follows, subject to other terms in the Conditions of Contract:

#### **Schedule No. 1 • Plant and Mandatory Spare Parts Supplied from Abroad**

The Contractor shall submit an invoice for payments (the number of copies as stated in GCC 14.3) when so due, to the Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled as per Terms of Payment given above, or under any other Conditions of Contract, together with supporting documents.

#### **Prior to shipment**

Tests and Inspections to confirm the technical specifications specified in Section VI - Employer's Requirements, and as provided for in the Contract, shall be carried out at the following times or milestones, and places:

(a) The Contractor shall be responsible to conduct pre-shipment inspections and tests, as may be necessary and as provided for in the Contract, to ensure that the items of Plant have been fabricated/manufactured and assembled as per the best international practices, in accordance with the specifications, and that they satisfactorily perform the functions for which they are intended. The Contractor shall furnish an inspection and testing certificate to the Employer certifying that such inspections and tests have been satisfactorily conducted prior to shipment.

(b) An independent inspection authority named in the relevant Price Schedules or as appointed by the Employer (the payment for these inspections will be as per GCC 4.9), shall conduct independent tests/ inspections at the factory/warehouse of the manufacturer/Contractor /supplier, prior to shipment of the items forming Plant, which items had been so stipulated in the Employer's Requirements or as decided by the Employer's Representative for such inspection by an independent inspection authority. Such inspection certificate shall be submitted to the Employer for claiming payments under the Terms of Payment given above.

(c) The Employer through authorized representative(s) of the Employer (the payment for these inspections will be as per GCC 4.9), may conduct independent tests/ inspections at the factory/warehouse of the Manufacturer/Contractor /supplier, prior to shipment of the items forming Plant, which items had been so stipulated in the Employer's Requirements or as decided by the Employer's Representative. Such inspection certificate shall be submitted



to the Employer for claiming payments under the Terms of Payment given above.

### **Upon shipment**

Upon shipment, the Contractor shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of items of Plant, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc.

The Contractor shall send the following documents to the Employer, with a copy to the Insurance Company:

- (a) 3 copies of the Contractor's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) Original and 2 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 2 copies of non-negotiable bill of lading;
- (c) 3 copies of the packing list identifying contents of each package;
- (d) Insurance certificate;
- (e) Manufacturer's factory inspection report;
- (f) Manufacturer's warranty certificate;
- (g) Third party and/or Employer's representative inspection report certifying that the Goods are in conformity to the specifications and terms of Contract, if so stipulated in the Contract.
- (h) Manufacturer's/Supplier's pre-shipment inspection report and certificate certifying that the Goods are conforming in all respects to the specifications and other terms of the Contract; and
- (i) Certificate of origin.

The Contractor must ensure that the Employer receives the above documents at least 10 working days before arrival of the items of Plant at the port or place of arrival and, if not received, the Contractor shall be responsible for any consequential expenses arising from such delay.

### **Schedule No. 2 • Plant and Mandatory Spare Parts Supplied from within the Employer's country**

The Contractor shall submit an invoice for payments ( the number of copies as stated in GCC 14.3) when so due, to the Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled as per Terms of Payment given above, or under any other Conditions of Contract, together with supporting documents.

The Employer's Representative on receipt of Invoice submitted as above shall certify the amount payable by the Employer as per terms of the Contract, based on the statement



submitted by the Contractor, and submit same to the Employer, within twenty one (21) days of receipt of invoice.

The Employer on receipt of the invoice and statement certified by the Employer's Representative shall make payment to the Contractor, the amount so certified.

### **Schedule No. 3 • Design Services**

The Contractor shall submit an Invoice for payments ( the number of copies as stated in GCC 14.3) when so due, to the Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled as per Terms of Payment given above, or under any other Conditions of Contract, together with supporting documents.

The Employer's Representative on receipt of Invoice submitted as above shall certify the amount payable by the Employer as per terms of the Contract, based on the statement submitted by the Contractor, and submit same to the Employer within twenty one (21) days of receipt of Invoice.

The Employer on receipt of the invoice and statement certified by the Employer's Representative shall make payment to the Contractor, the amount so certified, after receipt by the Employer.

### **Schedule No. 4 • Build, Installation and other Services**

The Contractor shall submit an invoice for payments ( the number of copies as stated in GCC 14.3) when so due, to the Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled as per Terms of Payment given above, or under any other Conditions of Contract, together with supporting documents.

The Employer's Representative on receipt of Invoice submitted as above shall certify within 21 days, the amount payable by the Employer as per terms of the Contract, based on the statement submitted by the Contractor, and submit same to the Employer.

The Employer's Representative shall be entitled to withhold any of the Interim Payment Certificates in total or in part, if the Contractor fails to comply within a reasonable time as determined by the Employer's Representative, with any of the obligations, conditions / requirements of this Contract for which the Employer's Representative has given non-compliance notice to the Contractor in writing. The amount to be withheld for such non-compliance shall be as determined by the Employer's Representative.

The Employer on receipt of the invoice and statement certified by the Employer's Representative shall make payment to the Contractor, the amount so certified, after receipt by the Employer.

### **Schedule No. 5 • Grand Summary**

Schedule 1 to 4 are summarized here.

### **Schedule No. 6 – Operation Services**

The Contractor shall submit an invoice for payments ( the number of copies as stated in





GCC 14.3) when so due, to the Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled as per Terms of Payment given above, or under any other Conditions of Contract, together with supporting documents.

The Employer's Representative on receipt of Invoice submitted as above shall certify within 21 days, the amount payable by the Employer as per terms of the Contract, based on the statement submitted by the Contractor, and submit same to the Employer.

The Employer's Representative shall be entitled to withhold any of the Interim Payment Certificates in total or in part, if the Contractor fails to comply within a reasonable time as determined by the Employer's Representative, with any of the obligations, conditions / requirements of this Contract for which the Employer's Representative has given non-compliance notice to the Contractor in writing. The amount to be withheld for such non-compliance shall be as determined by the Employer's Representative.

The Employer on receipt of the invoice and statement certified by the Employer's Representative shall make payment to the Contractor, the amount so certified, after receipt by the Employer.

#### **Procedures for Calculation of the Operation Service payments**

Payments for the Operation Service comprise the Contractor's Fixed Fee, and the Contractor's Variable Rate (CVR) under Price Schedule 6. and the Contractor's Electricity Payment in Price Schedule 6.1.

- 1) Schedule 6.: The Employer shall pay the Annual Fixed Fee monthly in 12 equal monthly instalments provided the water supplied is more than or equal to 95% of the Contracted capacity. In the event that the contractor has supplied less than 95% of the Contracted capacity, due to default of the Contractor the fixed charges shall be reduced proportionately.
- 2) Schedule 6.: The Employer shall pay the Contractors Variable Payment in accordance with the following formula:

$$\mathbf{CVP = CVR \times V_p}$$

*Where:*

**CVP** is the Contractor's Variable Payment (pre-indexation), and

**CVR** is the Contractor's Variable Rate in Price Schedule 6, and

**V<sub>p</sub>** is the measured volume of production as measured at the inlet of the Potable water storage tank in accordance with methodologies and equipment to be agreed with the Employer during the Works design stage.

- 3) Schedule 6.1: The Employer will reimburse the Contractor's SWRO plant electricity costs at cost, less any amounts payable in performance damages for non-achievement of the guaranteed minimum plant efficiency requirement as stated in the Contract conditions.



#### **Schedule No. 7 – Asset Replacement Fund and Schedule**

The Contractor shall submit an invoice for payments ( the number of copies as stated in GCC 14.3) when so due, to the Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled as per Terms of Payment given above, or under any other Conditions of Contract, together with supporting documents.

The Employer's Representative on receipt of Invoice submitted as above shall certify within 21 days, the amount payable by the Employer as per terms of the Contract, based on the statement submitted by the Contractor, and submit same to the Employer.

The Employer's Representative shall be entitled to withhold any of the Interim Payment Certificates in total or in part, if the Contractor fails to comply within a reasonable time as determined by the Employer's Representative, with any of the obligations, conditions / requirements of this Contract for which the Employer's Representative has given non-compliance notice to the Contractor in writing. The amount to be withheld for such non-compliance shall be as determined by the Employer's Representative.

The Employer on receipt of the invoice and statement certified by the Employer's Representative shall make payment to the Contractor, the amount so certified, after receipt by the Employer.

#### **Schedule No. 9 — System Expansion - Plant and Mandatory Spare Parts Supplied from Abroad for 12 MLD Expansion**

The execution of Expansion Works from 60 MLD to 72 MLD will be requested by the Employer when the demand reaches and, in such case, they have to be ordered by the Employer/Employer's representative, who will issue orders defining the requested works to be carried out by the contractor, based on the activities priced in the Bill of Quantities. The order shall specify the activities to be carried out and the corresponding price shall be paid as per Schedule 1 Appendix 1 and 2

#### **Schedule No. 10 — System Expansion - Plant and Mandatory Spare Parts Supplied from within India for 12 MLD Expansion**

The execution of Expansion Works from 60 MLD to 72 MLD will be requested by the Employer when the demand reaches and, in such case, they have to be ordered by the Employer/Employer's representative, who will issue orders defining the requested works to be carried out by the contractor, based on the activities priced in the Bill of Quantities. The order shall specify the activities to be carried out and the corresponding price shall be paid as per Schedule 2 Appendix 1 and 2

#### **Schedule No. 13: Additional Operation Services due to Expansion from 60 MLD to 72 MLD**

As per Schedule 6. • Operation Service - Fixed Fee and Variable Fee



## Schedule No. 14: Power consumption charges

As per Schedule 6.1 • Power Consumption charges and the penal provisions as per the Functional Guarantee

### Appendix 2 • Price Adjustment

Prices payable to the Contractor for the Design-Build of the Works shall not be adjusted for inflation. Prices payable to the Contractor for the Operation Service and Asset Replacement Fund, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formulas:

#### 1) For Price Schedule 6. • Operation Service - Fixed Fee

##### A. Foreign currencies:

The foreign currency component (to be decided and agreed with the Employer during the detailed engineering stage) of the Contractor's Fixed Fees in Schedule 6 shall be adjusted to take account of inflation effects in accordance with the following formula ( However, the payment will be made in Indian Rupees):

In which,

$$FF1 = 0.85 \times FFO \times CPI1 / CPIO$$

FF1 = Inflation adjusted amount payable to the Contractor

FFO = Fixed fee Contract price (Base Price) specified in the Schedule 6

CPI1,CPIO = Consumer price indexes applicable in the country of origin on the base date and the date for adjustment, respectively.

##### B. Local currency:

The local currency component (to be decided and agreed with the Employer during the detailed engineering stage) of the Contractor's Fixed Fees in Schedule 6 shall be adjusted to take account of inflation effects in accordance with the following formula;

$$FF1 = 0.85 \times FFO \times CPI1 / CPIO$$

FF1 = Inflation adjusted amount payable to the Contractor

FFO = Fixed fee Contract price (Base Price) specified in the



## Schedule 6

CPI1,CPIo = The All India Average wholesale price index as per RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi on the base date and the date for adjustment, respectively.

### 2) For Price Schedule 6. • Operation Service - Contractor's Variable Rate

#### A. Foreign currencies:

The foreign currency component (to be decided and agreed with the Employer during the detailed engineering stage) of the Contractor's Variable Rate in Schedule 6 shall be adjusted to take account of inflation effects in accordance with the following formula ( However, the payment will be made in Indian Rupees):

in which:

$$\text{CVR1} = 0.85 \times \text{CVRO} \times \text{MPI1} / \text{MPIO}$$

CVR1 = Inflation adjusted amount payable to the Contractor

CVRO = Contractor's Variable Rate (base price) specified in the Schedule 6

MPIO,MPI1 = Consumer price indexes applicable in the country of origin on the base date and the date for adjustment, respectively

#### B. Local currency:

The local currency component (to be decided and agreed with the Employer during the detailed engineering stage) of the Contractor's Variable Rate in Schedule 6 shall be adjusted to take account of inflation effects in accordance with the following formula:

$$\text{CVR1} = 0.85 \times \text{CVRO} \times \text{MPI1} / \text{MPIO}$$

in which:

CVR1 = Inflation adjusted amount payable to the Contractor

CVRO = Contractor's Variable Rate (base price) specified in the Schedule 6

MPIO,MPI1 = The All India Average wholesale price index as per RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi on the base date and date of adjustment respectively.





### 3) For Price Schedule 6.1 • Operation Service: Contractor's Electricity Payment

Not applicable. No indexation adjustment shall be made and payment shall be made as per the actuals subject to Performance.

### 4) For Price Schedule 7 - Asset Replacement Fund

#### A. Foreign currencies:

The foreign currency component of the Asset Replacement Fund payment in Schedule 7 shall be adjusted to take account of inflation effects in accordance with the following formula:

$$AR1 = 0.85x ARO \times MPI1 / MPIO$$

in which:

AR1 = Inflation adjusted amount payable to the Contractor

ARO = Contractor's Variable Rate (base price) specified in the Price Form 7

MPIO, MPI1 = Material and equipment price indexes applicable in the country of origin on the base date and the date for adjustment, respectively

#### B. Local currency:

The local currency component of the Asset Replacement Fund payment in Schedule 7 shall be adjusted to take account of inflation effects in accordance with the following formula:

$$AR1 = 0.85x ARO \times CCPI1 / CCPIO$$

in which:

AR1 = Inflation adjusted amount payable to the Contractor

ARO = Asset Replacement bid price (base price) in local currency specified in the Price Schedule 7





CCPIO,CCPI1 = The All India Average wholesale price index as per RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi on the base date and date of adjustment respectively.

**For Price Schedule 9 – System Expansion Plant and Mandatory Spare Parts Supplied from Abroad for 12 MLD Expansion**

The foreign currency component of the System Expansion payment in Schedule 9 shall be adjusted to take account of inflation effects in accordance with the following formula:

$$\text{SEF1} = 0.85 \times \text{SEFO} \times \text{MPI1} / \text{MPIO}$$

in which:

SEF1 = Inflation adjusted amount payable to the Contractor

SEFO = Contractor's base price specified in the Price Schedule 9

MPIO,MPI1 = Material and equipment price indexes applicable in the country of origin on the base date and the date for adjustment, respectively

**For Price Schedule 10 – System Expansion - Plant and Mandatory Spare Parts Supplied from within India for 12 MLD Expansion**

The local currency component of the System Expansion payment in Schedule 10 shall be adjusted to take account of inflation effects in accordance with the following formula:

$$\text{SEI1} = 0.85 \times \text{SEIO} \times \text{CCPI1} / \text{CCPIO}$$

in which:

SEI1 = Inflation adjusted amount payable to the Contractor

SEIO = System Expansion bid price (base price) in local currency specified in the Price Schedule 10

CCPIO,CCPI1 = The All India Average wholesale price index as per RBI/ Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, New Delhi on the base date and date of adjustment respectively

**Conditions Applicable to Price Adjustment**





- a) The date of adjustment shall be the date 45 days before the last day of the Month to which the Interim Certificate refers.
- b) The base date shall be the date 28 days prior to the Bid closing date.
- c) Non-Adjustable factor is considered as 0.15.
- d) The names of the foreign currencies to be used, the applicable indices to be used, and the

Value of the indices as at the base date are as indicated in the Contractor's financial proposal.

**Table of Price Indices (from Contractor's Bid)**

Item	Name of index	Value at base date



### **Appendix 3 • Time Schedule**

Time for Completion for parts of the Works:

Part 1: Design of whole works up to Issue for Construction (IFC) as specified in Section VI shall be hundred and eighty days (180) from the Commencement Date.

Part 2: Design – Build Period including commissioning but excluding Operation Service of whole works specified in section VI shall be nine hundred and ten days (910) from the Commencement Date.

Part 3: Operation Services Period of whole works specified in Section VI shall be Seven thousand three hundred and five days (7305) starting from the date of commencement of the Operation Service stated in Commissioning Certificate.



## **Appendix 4 • List of Major Items of Plant and Services and List of Approved Subcontractors**

Prior to issuance of Letter of Acceptance, provide here following:

- the list of major items of plant and services; and,
- the list of approved manufacturers or subcontractors for each item concerned

Any subcontractors that are subsequently determined to be unacceptable, pursuant to ITB Sub Clause 32.4, shall not be included in this appendix. If all listed subcontractors relating to an item of plant and services are determined to be unacceptable pursuant to ITB Sub Clause 32.4, the Bid will not be rejected, but the Bidder will be required to substitute at least one acceptable manufacturer or subcontractor without any change to the bid price or the accepted technical specifications. If a Bidder does not provide an acceptable substitute manufacturer or subcontractor by the date and time set in the Employer's request for substitution of manufacturer or subcontractor, its Bid may then be rejected.

In the case the Contractor who offered to supply and install major items of plant under the contract, which they did not manufacture or otherwise produce, the Contractor shall provide the Manufacturer's authorization, using the form provided in Section V (Bidding Forms), showing that the Contractor has been duly authorized by the Manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. Failure to submit the Manufacturer's authorization at the first instance is considered a minor, nonmaterial omission and shall be subject to clarification. However, failure of the Bidder to submit the omitted authorization shall lead to rejection of the Subcontractor or Manufacturer of the item under evaluation in accordance with ITB 32.4.



## Appendix 5 • Scope of Works and Supply by the Employer

The following personnel, facilities, works, and supplies will be provided or supplied by the Employer, and the provisions of GCC Clauses 2.2 and 4.2 shall apply as appropriate.

All personnel, facilities, works, and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub clause 8.3

Available Raw Water Quality Reports, Environmental Study Report which consists of Bathymetric Survey Data, Sub bottom profile data and Effluent Dispersion Model, Topography Survey Maps of SWRO Plant site, Soil Investigation Reports for SWRO Plant Site will be provided to the Contractor free of charge.

Unless otherwise indicated, all personnel, facilities, works, and supplies will be provided free of charge to the Contractor.

Personnel	Charge to Contractor (if any)
Nil : during Design & Build Period Employer's Requirement	
Nil : during O&M Period Employer's Requirement	

Facilities	Charge to Contractor (if any)
Nil	

Works	Charge to Contractor (if any)
Nil	

Supplies	Charge to Contractor (if any)
Nil	



## **Appendix 6 • List of Documents for Approval or Review**

Pursuant to GCC Sub clause 2.2, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Employer's Representative in accordance with the requirements of GCC Sub clause 8.3 (Program of Performance), the following documents for;

### **(A) Approval**

Final Designs, final layout plans, and drawings subject to the requirements given in Section VI – Employer's Requirement

All material, electrical and mechanical components used in the Plant requiring Employer Representative's approval as required by Section VI – Employer's Requirement

All changes proposed by the Contractors as submitted through Change Order requests

Reports of performance tests

The performance tests indicated in the Section VI under the following categorization shall be reported as specified.

- Pre-Commissioning Trials
- Tests on Completion
- Test after Completion (water quality):
- Test after Completion (water losses, power consumption and chemical consumption)

All other documents & materials & equipment requested in Section VI – Employer's Requirement

### **(B) Review**

1. Reports including data, results and analysis of all investigations, surveys and studies require as per the Section VI Employer's Requirements to:
  - (a) Obtain the necessary data for design work, and
  - (b) Verify the details and data provided by the Employer.
2. All approvals, consents and permits received from other agencies such as Road Development Authority as specified in Section VI Employer's Requirement
3. Preliminary design proposals and reports, all conceptual proposals, preliminary proposals and layout plans requiring the Employer Representative's approval review and comments as specified in the Section VI Employer's Requirements
4. All other documents requested in Section VI – Employer's Requirement



## Appendix 7 • Functional Guarantee

### 1. General

This Appendix sets out

- (a) the functional guarantee referred to in PCC : Part B Special Provisions Sub Clause 10.7.
- (b) the preconditions to the validity of the functional guarantees for facilities.
- (c) the minimum level of the functional guarantees
- (d) the formula for calculating performance damages for failure to attain the functional guarantees.

### 2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

### 3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

No.	Functional Guarantee <i>[as required in the Specification, e.g., performance, efficiency, consumption, etc.]</i>	Requirements <i>[as required in the Specification]</i>
1	Water Production Quantity	95% of 60 MLD water prior to expansion and 72 MLD after expansion for the balance period of Operation and Maintenance
2	Water Production Quality	As specified Section VI: ERQ
3	Energy – SWRO Plant	..... kWh / m <sup>3</sup> of Product water [as proposed by bidder] (Furnish for 20 year without indicating the Price)
4	Maximum Demand - Power	.....KVA [as proposed by bidder] (Furnish for 20 year without indicating the Price)
5	Chemical usage	[As proposed by bidder]
6	Replacement of Ultra Filter (if used)	[As proposed by bidder]
7	Replacement of Cartridge filter	[As proposed by bidder]
8	Replacement of RO membranes	[As proposed by bidder]



#### 4. Failure in Guarantees and Performance Damages

If, during the Operation Service Period, the Contractor fails to meet the standards specified in the Schedule of Guarantees, and the cause of the failure lies with the Contractor, and the failure was not caused by an Exceptional Event as defined in GCC 1.1.37, then the Contractor shall pay to the Employer performance damages in the following amounts.

No.	Item	Amount of performance damage	Evaluation Period	Allowable exclusions
1.	Failure to supply the guaranteed minimum plant output specified in the Schedule of Guarantees, when requested by the Employer.	Rs. 150 per KL of shortfall for the first year O&M and will be increased @ 3% every year	Monthly	<p>Up to 1.25 days per Month of plant downtime to accommodate planned maintenance activities.</p> <p>Plant downtime caused by interruptions in electricity supply unless the cause of such downtime lies with the Contractor.</p> <p>Amount of shortfall attributable to unplanned interruptions for which damages have been paid separately under item 2 below.</p>
2.	Unplanned interruptions to production > 18 hours	Rs.150 per KL of Shortfall for the first year O&M and will be increased @ 3% every year	Daily	Plant downtime caused by interruptions in electricity supply unless the cause of such downtime lies with the Contractor.



No.	Item	Amount of performance damage	Evaluation Period	Allowable exclusions
3.	Non-compliance with Potable Water Quality Requirements specified in Employer's Requirements (Section VI)	Rs.25000/daily. Or 50% of the Contractor's Daily Fixed Fee Amount whichever is higher, if the product water is accepted by the Employer. 100% of all Contractor payments for the Operation Service for each day of non-compliance if the product water is not accepted by the Employer (Where the Contractor's Daily Fixed Fee Amount = Contractor's Yearly Fixed Fee following indexation adjustment / 365.25)	Daily	The employer may accept for 2 hours or less period of time water that meets the health requirements but does not meet the aesthetic requirements. However consistent or regular transgressions of the aesthetic requirements would not be accepted.
4.	Failure to undertake water quality testing in accordance with the frequencies specified in Employer's Requirements	Rs.25,000 per day of non-compliance with the frequency requirements.	Daily	None
5.	Failure to meet the requirements of the environmental production license and local environmental law as monitored by statutory authorities.	Rs.25,000 per day of failure.	Daily	None
6.	Annual average power consumption above the threshold specified in the Schedule of Guarantees - SWRO Plant	Total excess power used (kWh) x average <b>TANGEDCO Ltd</b> tariff <sup>1</sup> x 1.25  <sup>1</sup> Calculated as total <b>TANGEDCO LTD</b> energy charges in the year including taxes (if any) / Total power consumed (kWh)	Annually evaluated and Monthly recorded	Raw water parameters outside the range for source water quality specified in Employer's Requirements (Section VI).





No.	Item	Amount of performance damage	Evaluation Period	Allowable exclusions
7.	Demand charges above the threshold specified in the Schedule of Guarantees - Administration Building, Roads and internal lighting	Excess/Less Demand Charges used (KVA) x average TANGEDCO Ltd tariff <sup>1</sup> x 1.25  <sup>1</sup> Calculated as total additional/ penalty levied by TANGEDCO Ltd towards Demand charges in the year including taxes (if any)	Annually evaluated and Monthly recorded	None
8.	Chemical usage	No payment for usage in excess of chemical as proposed by bidder	Monthly	Raw water parameters outside the range for source water quality specified in Employer's Requirements
9.	Guaranteed Life of Membrane	If the lifetime is less than the guaranteed value, the contractor not eligible to claim for replacement cost from the Employer.	As required	Raw water parameters outside the range for source water quality specified in Employer's Requirements

#### Rules for the evaluation and imposition of damages:

- Where the evaluation period in the above table is shown as "annual" the evaluation shall be based on years of the Operation Service Period, with the first year of evaluation starting on the first day of the Operation Service Period.
- Where the evaluation period in the above table is shown as "monthly" the evaluation period shall start on the 1<sup>st</sup> day of the calendar month and shall end on the last day of the calendar month.
- Where the evaluation period is shown as "daily", the evaluation shall be based on a 24 hour period from 08.00 a.m. previous day to 07.59 a.m. Next day
- The "period of non-compliance" with water quality standards shall be calculated as follows.



- a. The 1<sup>st</sup> day of non-compliance shall be determined as the day in which monitoring systems, inspections or tests, carried out and validated in accordance with the Employer's Requirements, reveal that the Works is failing to meet the applicable standard in the Schedule of Guarantees.
  - b. The last day of non-compliance shall be determined as the day before the day that the test results demonstrate, to the satisfaction of the Employer's Representative that the Works has returned to full compliance with the applicable standards in the Schedule of Guarantees.
  - c. The Contractor shall be regarded as having been non-compliant for a full day, notwithstanding that it may have been out of compliance for only part of that day.
5. The performance damages above shall be in addition to any fines that may be imposed on the Contractor by the courts or statutory authorities.

#### **Payment of Performance Damages**

Unless otherwise stated, the performance damages herein shall be payable in the proportions and in the currencies of the Operation Service element of the Accepted Contract Amount.



**PERFORMANCE BANK GUARANTEE**  
**(UNCONDITIONAL)**

**To**

.....

----- (Name of Employer)

----- (Address of Employer)

WHEREAS----- (name and address of contractor) (hereinafter called" the contractor" has undertaken, in pursuance of contract No.-----

----- Dated ----- to execute-----

----- (name of contract and brief description of works) hereinafter called " the contract\*\*"

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein, as security for compliance with his obligations in accordance with the contract.

AND WHEREAS the contractor has requested us to give the Bank Guarantee

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee unconditionally and irrevocably to guarantee as primary obligator and not as mere surety, all the payments to the -----

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, upto a total of ----- (amount of Guarantee) —  
----- (amount in words such sum being payable in the types and proportion of currencies in which the contract price is payable, and we undertake to pay you unconditionally and irrevocably upon your first written demand and without cavil or argument, any sum or Sums within the limit of ----- (amount of Guarantee) as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.



We further agree that no change or addition to or other modification of the terms of the contractor or of the Works to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release as from the liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank Guarantee is drawn at \_\_\_\_\_branch of\_\_\_\_\_ bank in \_\_\_\_\_Town in Tamil Nadu only.

This guarantee shall be valid until 28 days from the date of expiry of the defects liability period. '

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_



## BANK GUARANTEE FOR ADVANCE PAYMENT

.....[Name and Address of issuing Branch or Office]

Beneficiary:

Date .....

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, subclause 14.2 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of guarantee]  
<sup>1</sup> \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]<sup>1</sup>  
\_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: \_\_\_\_\_  
Name of Bank/Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

<sup>1</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.



## ANNEXURE I : CLEARANCES REQUIRED

An indicative list of the permits and statutory approval that shall be required to be obtained or caused to be obtained by the Contractor under this Agreement is as following:-

1. Ministry of Finance / RBI
  - i) Approval for foreign Investment and foreign loans, if required
  - ii) Approval for import of equipment and machinery for construction and operation, if required
2. GOI/ GOTN / Local Authorities
  - i) Approval from Ministry for Environment and Forests if any structures are located in Coastal Regulation Zone\*
  - ii) Navy, if any
  - iii) Explosive license for storing Diesel / fuel.
  - iv) Permission from Chief Electrical Inspector of Government (CEIG) and TANGEDCO for electrical connection
  - vi) Permission required from CEIG for installation of DG sets, if any
  - vii) Permission from Maritime Department, GOTN for sea water drawl
  - vii) Clearance from the Tamil Nadu Pollution Control Board
  - viii) Permission for cutting of trees, if any
  - ix) License from Inspector of Factories
  - x) Permit for plan and construction of buildings, structures, in accordance with applicable building bylaws, if any
  - xi) License from Labour Commissioner for meeting Principal Employer's Obligations under the Contract Labour (Regulation & Abolition) Act 1970 xii) Approval for shifting/ protection of utilities such as water supply, telecommunication, power etc, if any.

The above list is indicative and not exhaustive and has been produced only for information. The Contractor shall be required to obtain all the permits and approvals necessary for construction and operations of the Facility.

\* **\*The Employer is processing for CRZ clearance from the authorities for the indicated locations of Intake and Outfall points. The Employer does not intend to change the location of the Intake and Outfall points as it would result in delays. However, during execution, if the Contractor desires to change the locations of intake and Outfall systems or path way, the Employer is not responsible for any cost and time overruns as well as for obtaining any environment clearances. The contractor is fully responsible in such a case and alteration of locations is at the risk and cost of the Contractor.**

**Further, in case if the process of getting clearance is delayed beyond the date of award of contract, then it becomes the responsibility of the contractor to proceed further and obtain the clearances.**