

TAMILNADU WATER SUPPLY & DRAINAGE BOARD**No.31, KAMARAJAR SALAI, CHEPAUK, CHENNAI.5****BID DOCUMENT**

Name of the work : Maintenance of data center with man power stationed at TWAD Board, Head office , Chennai (from 12.10.2020 to 11.10.2021) from Monday to Saturday from 9 am to 6 pm and with remote support from 6 PM to 9 AM and 24 hours remote support on Sundays, public holidays and holidays declared by TWAD Board

Last date of Submission

05.10.2020 at 3.00 pm.

Signature of Tenderer
With date and seal

**TENDER SCHEDULE FOR MAINTENANCE OF DATA CENTER WITH MAN
POWER STATIONED AT TWAD BOARD HEAD OFFICE ,31-KAMARAJAR
SALAI, CHEPAUK,CHENNAI-5**

TENDER SCHEDULE

1. Total Number of pages in the Tender Schedule
2. a) Cost of Tender Schedule (Rs.1000 + GST)
Rs.1120.00

b) The documents can be downloaded at free of cost from the designated web sites.
3. Details of remittance of cost of Tender schedule
Furnish whether by cash or Demand
Draft Receipt No. & Date
4. To whom issued
5. Date of issue

Xxxxxxxx dt:

**Deputy Chief Engineer (CM),
TWAD Board, HO, Chennai-5.**

Signature of Tenderer
With date and seal

CHECK SLIP

(To be filled in by the Tenderer)

1. Name of the Work :
2. Date of tender opening :
3. Have you enclosed E.M.D. in the form of :
D.D. (If so furnish the details)
4. Have you enclosed the following :

 - a. Valid NSIC Registration Certificate, if you : Yes/No
are registered under SSI.
 - b. Valid SSI Registration Certificate, if you : Yes/No
are registered under SSI.
 - c. Attested photo copy of latest Income Tax : Yes/No
Clearance Certificate.
 - d. Attested photo copy of GST Registration : Yes/No
Certificate.

5. Do you agree to abide by the : Yes/No
Departmental conditions and
specifications.
Note: Tenderer not accepting the
conditions is liable to be rejected
6. Have you quoted the rates only in the : Yes/No
Departmental Tender Schedule.
7. Do you accept the Departmental payment : Yes/No
conditions.
8. Have you enclosed the Tender Schedule : Yes/No
and terms and conditions duly signed.

Note: The tenderer is requested to answer to the above points without any omissions.

Important Note: Bidder must ensure that all the required documents indicated in the Tender documents are submitted without fail. Bids received without supporting documents for the various requirements mentioned in the tender documents will be treated as **Non responsive** and are liable to be rejected at the initial stage itself.

Applicability of Tamilnadu Transparency in Tender Act.1998

The tender will be governed by the Tamilnadu Transparency in Tender Act.1998 And the Tamilnadu Transparency in Tender Rules,2000 and as amended from time to time.

Signature of Tenderer
With date and seal

QUESTIONNAIRE TO BE ENCLOSED ALONG WITH THE TENDER FOR FIXING AGENCY FOR MAINTENANCE OF DATA CENTER WITH MAN POWER STATIONED AT TWAD BOARD HEAD OFFICE , 31-KAMARAJAR SALAI, CHEPAUK, CHENNAI-5

1.	Name and Address of Tenderer (with Telex/Fax and Telephone Nos.)	:	
2.	a.Ownership details i.Individual ii.Partnership iii.Company or Corporation b.Whether small scale industry or Medium industry or large industry	:	
3.	Experience in the field	:	
4.	Whether you agree for the departmental Clause	:	
5.	Whether departmental payment condition is accepted?	:	
6.	Furnish details of certificates, documents, etc. enclosed by you with the tender	:	

Signature of Tenderer
With date and seal

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
31, KAMARAJAR SALAI, CHEPAUK, CHENNAI-5
NOTICE INVITING TENDER

(Percentage Tender)Single cover system

IFB.No.03/ F.2006/Datacenter/AE/EDP/HO/2020/ Manpower /Dated :15.09.2020.

For and on behalf of Tamil Nadu Water Supply and Drainage Board, sealed tenders in the prescribed format for the following work will be received from the experienced contractor /Agencies / Firms by the Deputy Chief Engineer(CM), TWAD Board, Head Office, No.31, Kamarajar Salai, Chepauk,Chennai - 600 005 up to 3.00 PM on the date specified below and opened on the same day at 3.30 PM (as per office clock) in the presence of tenderers or their authorized representatives.

Name of work	Bid Security in Rs.	Cost of bid document including Sales taxes and surcharge	Period of sale and contact person	Last date for submission of bids	Date and time of opening of Tender.
Maintenance of data center with man power stationed at TWAD Board, Head office from Monday to Saturday 9 AM to 6 PM and remote support from 6 PM to 9 AM and 24 Hours remote support on Sundays, public holidays and holidays declared by TWAD Board	Rs.10,000/-	Rs.1,120/- (Rs.1,000 +GST Rs.120/-)	18.09.2020 to 03.10.2020 up to 5.45 PM DCE(CM), H.O., TWAD Board, Chennai-5	05.10.2020 up to 3.00 PM	05.10.2020 at 3.30 PM

2. If the due date fixed for the receipt of tenders is declared to be a holiday for TWAD Board, the receipt of tenders shall be on the succeeding day at the time specified.

3. The Tender documents which are not transferable can be purchased on payment of Rs.1,120/- (Rupees one thousand one hundred and twenty only) including taxes by cash or demand draft on any Nationalized Bank in favour of the Deputy Chief Engineer(CM),TWAD Board,No.31, Kamarajar Salai, Chepauk, Chennai-5. If the tender documents are required by post Rs.500/- (Rupees five hundred only) extra has to be paid towards the postal charges. TWAD Board will not undertake any responsibility for the damage, loss or delay caused if any in transit of the tender documents through post. The cost of tender documents will not be refunded at any account.

Signature of Tenderer
With date and seal

4. Each tenderer must pay an Earnest Money Deposit Rs.10000/- (Rupees Ten thousand only) in the form of demand draft drawn in any Nationalised Bank payable at Chennai in favour of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5. The Earnest Money Deposit will not bear any interest. Bank guarantee and party cheque will not be accepted towards the earnest money deposit. The Board will not accept letters authorizing the Board to adjust amount towards the Earnest Money deposit either from pending bills of the tenderer or from their deposits held by the Board for any other works. Tenders not accompanied by EMD will be rejected. If the tenderer is exempted from payment of EMD/SD the tenderer shall enclose the authenticated proof of such exemption along with the tender.

5. Tenders together with the EMD should be submitted in a sealed cover, and the same should be addressed to the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 super scribing "Maintenance of data center at TWAD Board, Head office, Chennai.5."

5.1 Only the tenders received in the form as issued by the Board will be considered and tender schedule to be used only by the tenderer to whom it is officially issued. Each Tenderer shall submit only one bid for the work.

5.2 Tenders, if delivered in person should be deposited in the tender box kept in the room of the Joint Chief Engineer (COM), TWAD Board, Head Office, Chennai-5. The Tender Box will be closed at 3.00 PM as per this office clock on **05.10.2020** Tender received after the specified time on the due date will be summarily rejected. Belated receipt of sealed tenders either due to postal delay or any other reasons whatsoever will not be considered.

In the case of postal tenders and tender sent through courier service, the tenders should be addressed to Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 delivered only to the Superintendent, Office of the Joint Chief Engineer (COM), TWAD Board, Head Office, Chennai-5 and acknowledgement with office seal should be obtained. In the absence of Superintendent such postal tenders should be delivered to the Deputy Chief Engineer (CM) and acknowledgement should be obtained.

5.3 Telegraphic offer and tender not in the prescribed form issued by the TWAD Board will not be considered.

5.4 Tenders received by post after the specified time for receipt will not be considered on any account.

Signature of Tenderer
With date and seal

6. The tenders will be opened by the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 or an officer authorized by him, at 3.30 P.M. on **05.10.2020** in the presence of such tenderers or their authorized representatives, who choose to be present. The representative should produce proper identification/authorization to the satisfaction of the tender opening officer. Representative who do not produce such authorization will not be admitted to be present at the time of opening of the tenders. At the appointed date and time the officer opening the price bid will read out the rates quoted by the tenderer.

7. The Tender should be valid for a period of 60 days from the date of opening of the tenders. Validity of tenders will be considered only from the original date fixed for receipt of the tender and not counted from the date of submission of tender or covering letter date etc.

8. The legal address of the tenderers should be furnished both in the covering letter as well as in the tender forms and schedules attached thereto.

Signature of Tenderer
With date and seal

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
31, KAMARAJAR SALAI, CHEPAUK, CHENNAI 600 005.

LETTER OF TENDER

To

The Deputy Chief Engineer (CM),
TWAD Board,
No.31,Kamarajar Salai, Chepauk
Chennai 600 005.

Sir,

I/We hereby tender and if this tender be accepted undertake to execute the following work.

- 1) Maintenance of data center with man power stationed at TWAD Board, Head office from Monday to Saturday 9 AM to 6 PM and remote support from 6 PM to 9 AM and 24 Hours remote support on Sundays, public holidays and holidays declared by TWAD Board.
- 2) I/We have also quoted the price list of items of Schedule – A annexure (in words and figures).
- 3) I/ We hereby distinctly and expressly declare and acknowledge that before the submission of my/ our tender I/ We carefully followed the instructions in the tender notice and have read the general terms and conditions and specifications therein and do hereby agree to abide by the said terms and conditions.
- 4) I/We enclose herewith Rs.10,000/- (Rupees Ten thousand only) towards Earnest Money Deposit. If my/ our tender is not accepted, this shall be returned to me/ us on my/ our application when intimation is sent to me/ us on rejection of this tender or at the expiration of 90 days from the date of opening of this tender whichever is earlier. If my/ our tender is accepted, the Earnest Money Deposit shall be returned to me/ us after remitting 2% of the value of the order as security for the fulfillment of the contract in the form of postal savings deposit account / NSC drawn in Chennai District only duly pledged in the name of the Deputy Chief Engineer(CM), TWAD Board, Head Office, Chennai-5.

Signature of Tenderer
With date and seal

- 5) If upon intimation being given to me/ us by the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 for acceptance of my/ our tender, I /We fail to enter into the required agreement within 15 days duly furnishing security deposit as defined, then I/ we agree for the forfeiture of the Earnest Money deposit. Any notice required to be served on me/ us hereunder shall be sufficiently served on me/us, if delivered to me/ us personally or forwarded by post to me/ us (Registered) or left at my/ our address given herein. Such notice, shall if sent by post be deemed to have been served on me/ us at the time when in due course of post, it would be delivered at the address to which it is sent.

I/We fully understand that on receipt of communication of acceptance of tender from the accepting authority there emerges a valid contract between me/ us and from the TWAD Board, represented by the Officer accepting agreement and the tender documents i.e. tender notice, tender with schedules, general conditions to the contract and special conditions of the tender, negotiation, letters, communication of acceptance of tenders, shall constitute the contract for this purpose and be the foundation of rights of both the parties as defined in clause of the General Terms and Conditions of Contract, provided that, it shall be open to the acceptance authority to insist in execution of any written agreement by the tenderer, if administratively considered necessary by expedient.

Signature of Tenderer
With date and seal

LETTER OF CONSENT

I agree to abide by all the detailed specifications, terms and conditions stipulated by the TWAD Board which I have read and understood.

Signature of Tenderer
With date and seal

INSTRUCTIONS TO BIDDERS

1. Description of works

Maintain the Linux and Oracle DB Server with Manpower stationed at TWAD Board Head office, Chennai from Monday to Saturday from 9 am to 6 pm and with remote support from 6 PM to 9 AM and 24 hours remote support on Sundays, Public holidays and holidays declared by TWAD Board. The following are the existing server infrastructure at TWAD Board

- Server – 4 nos
 - Web server – 2 Nos (Tomcat with JAVA based application)
 - DB – 1 No (Oracle 10gR2)
 - DB Backup – 1 No (Passive)
- OS – RHEL 5.5 for DB (32 bit)
 - RHEL latest version for application server
 - One time task – Configure passive database in DB backup server and retain the backup
- Linux Server & DB Skill support
 - Administer Linux Server
 - Management of Web server – Tomcat, Deployment of WAR files
 - Management of Database – General Admin task & Backup Management
 - Update patches for RHEL and TOMCAT.
 - One site Engineer with Linux and DB skill (Additional Tomcat Web Admin)
 - Monitor the sudden surge in server hits and to act accordingly i.e., to prevent virus/ hacking etc.,

Whenever Engineer is going on planned or scheduled long leave a standby Engineer with required knowledge will be provided at site till such time the actual Engineer resume duty. In case of an unscheduled or unplanned leave the firm will facilitate by providing support through their field support Engineers.

Experience of Manpower to be deployed at Data Center , TWAD Board.

The Manpower/Engineer being deployed to the work should have either B.E degree with minimum 3 years of relevant experience or Diploma with minimum 5 years of relevant experience.

2. The tenderer is required to examine carefully all instructions, conditions, forms, terms, specifications in the tender documents and in the Detailed Standard Specifications and General Conditions of Contract. Failure to comply with the requirements of bid will be at tenderers own risk. Tenders which are not responsive to the requirements of the tender documents are liable to be rejected.

3. Qualification Criteria

The Bidder should have minimum 10 years experience in similar nature of works. The bidder should have executed similar nature of works in Government department, Boards and reputed organizations and also furnish the performance certificate for the works

Signature of Tenderer
With date and seal

completed. Bidder should have a valid Oracle Field delivery partnership Agreement and the same to be enclosed in the Tender document. Bidder should have RIM support center at Chennai.

4. Method of Tendering

If the tender is made by an individual, the tender documents shall be signed by the individual with his name and address.

If the tender is made by registered firm, it shall be signed by the Managing Partner with full name of the firm and address.

If the tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

- 5.** The bids from the contractors / firms shall be accompanied by an attested copy of the valid Income Tax Clearance Certificate and latest Sales Tax verification Certificate. If the firm / Contractor is not liable to the Sales Tax Department, the firm / Contractor should produce a valid certificate issued by the competent authority to this effect.
- 6.** The Bidder is expected to examine carefully all instructions, conditions, forms, Terms and specifications in the bidding documents. Failure to comply with the requirements of bid submission will be at bidder's own risk. Bids which are not substantively responsive to the requirements of the bidding documents are liable to be rejected.

7. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by the issuance of an Addendum/Corrigendum.

The Addendum / Corrigendum will be sent in writing or by cable to all prospective bidders who have purchased the bidding documents and will be binding upon them. Prospective bidders shall promptly acknowledge the receipt of the communication thereof to the Employer.

In order to afford prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Employer may at his discretion, extend the deadline for the submission of the bids.

8. Language of Bid

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the employer shall be written in English Language.

9. Prices

The prices offered by the contractor shall remain firm for the entire contract period and no variation in price shall be allowed on any account.

Signature of Tenderer
With date and seal

10. Bid Validity

The bids shall remain valid and open for acceptance for a period of **90 days** after the date of opening of the bids. In exceptional circumstances prior to expiry of the original validity period, the employer request the bidder for a specified extension of the period of validity. The request & responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. The bidder agreeing to the request will not be required nor permitted to modify his bid, but will be required to extend the Validity of his bid security accordingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

11. Bid Security (Earnest Money Deposit)

The bidder shall furnish as part of his bid, the Bid Security (Earnest Money Deposit) of Rs.10,000/- (Rupees Ten thousand only) in the form of Demand draft drawn in a Nationalized Bank in favour of the Deputy Chief Engineer(CM), TWAD Board, Head Office, Chennai.5.

Any bid not accompanied by an acceptable form of Bid Security will be rejected by the Engineers as non responsive.

The Bid Security of unsuccessful bidders will be returned without any interest within 15 days after a decision is taken on the tender.

12. Deadline for submission of Bids

The tender shall be received by the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai at his office not later than **3.00 p.m. on 05.10.2020**. The Engineer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with clause 7 above, in which case all rights and obligations of the Engineer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

13. Mode of submission of Bid Documents

The Bid Documents are to be dropped in the Tender Box or sent by registered mail in the following address before the expiry of the deadline fixed for submission of bid documents.

The Joint Chief Engineer,(COM)
TWAD Board, Head Office
No. 31. Kamarajar Salai,
Chepauk, Chennai-5.

TWAD Board, under no circumstances shall be responsible for the delay or loss or damage to the Bid Documents in transit.

14. Late Bids

Any bids received after the dead line for submission of bids prescribed in accordance with class 14 above will not be considered and the same will be returned to the Bidder unopened.

Signature of Tenderer
With date and seal

15. Bid Opening

The tender will be opened by the Deputy Chief Engineer (CM), **at 3.30 P.M. on 05.10.2020.** in the premises of the office of the Joint Chief Engineer,(COM), TWAD Board, Head Office, No. 31. Kamarajar Salai, Chepauk, Chennai. The bidders or their authorized representative desirous of attending opening of the bids may do so with proper authorization to represent. (In the event of specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day)

The Engineer will examine the bids to determine whether the documents are complete, whether the requisite Bid Security has been remitted to the required value and in the manner prescribed whether the documents have been properly signed / attested and ascertained whether the bids are generally in order.

During the opening of bids, the Engineer will announce the names of the bidders, written notification of bid modifications if any, the compliance with reference to the remittance of Bid Security and such other details as the Employer may consider appropriate.

16. Clarification of Bids

For any clarifications in the bid and for negotiations the bidder shall attend the office of the Joint Chief Engineer,(COM) TWAD Board, Head Office,No.31. Kamarajar Salai, Chepauk, Chennai. whenever he is called upon to do so.

17. Responsiveness of the Bids

The bids shall be treated as substantively responsive based on the satisfaction of the required capacity, capability and financial resources. For this purpose, the bid should conform to all terms, conditions and specification of the bidding documents without material deviation or reservation.

The Deputy Chief Engineer (CM), reserves the right to determine and evaluate the bids with regard to their response substantively.

If a bid in the opinion of the Deputy Chief Engineer (CM), is found to be substantially not responsive, the Deputy Chief Engineer (CM), reserves the right to reject that bid and may not subsequently be made responsive by the bidder by carrying out corrections or withdrawal of the non-conforming deviation or reservation. However, the decision of the employer shall be final and binding in all these matters.

18. Evaluation and Comparison of Bids

The Deputy Chief Engineer (CM), will evaluate and compare only the bids, which are determined to be substantively responsive with reference to the requirements and parameters fixed for qualification.

(i)The value based on the excess / less percentage quoted in the bid will only be taken into account for deciding the successful bidder as per acceptable negotiable value of tender in the case of excess percentage of lowest quoted tender.

Signature of Tenderer
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(ii) For tenders received with 15 to 20% less than departmental value, the successful tenderer should remit 50% of the difference between the departmental value and the value of tender as additional security.

(iii) For tenders received with 5 to 15% less than the departmental value, the successful tenderer should remit additionally 2% towards security deposit on departmental value.

19. Right to Accept or Reject the Bids

The Deputy Chief Engineer (CM), reserves the right to accept or reject any or all the bids without assigning any reasons there for. Under such circumstances, the Engineer will neither be under any obligation to inform the bidder or the bidders of the grounds for the action of the Engineer nor will be responsible for any liability incurred by the bidder on this account.

20. Notification of Award

The Engineer will promptly inform the successful bidder of the award of the contract before the expiry of the validity period and in the case of extended periods, before the expiry of the extended periods. The award of contract will be in writing and in the event of award of contract being informed through cable, the same shall be confirmed through a written communication by the Engineer. The award of contract shall be in the form of work order and shall notify the total value at which the Engineer has accepted the works to be executed. The notification of the award will constitute the formation of the contract.

21. Performance Security (Security Deposit) and Agreement

The successful bidder on getting the work order from the Engineer shall remit the Performance Security at 2% of the value of contract in the form of NSC/Post Office Savings Deposit A/C. pledged in favour of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai.5 within 7 days from the date of work order and promptly enter into an Agreement with the Deputy Chief Engineer (COM), in the form specified for this purpose. The agreement should be executed within 15 days from the date of work order in the non judicial stamp paper of value not less than Rs.100/- purchased in the name of the contractor at his cost. The remittance of the required Security Deposit in the proper form and the conclusion of Agreement shall constitute the formal fulfillment of the contract

22. Forfeiture of Bid Security (Earnest Money Deposit)

In the event of the successful bidder, upon receipt of work order should respond with the remittance of Performance Security within 7 days and execution of the Agreement within a maximum of 15 days from the date of work order, failure of which will be liable for the forfeiture of the Bid Security remitted by the bidder along with the bid documents.

Signature of Tenderer
With date and seal

SCHEDULE – A

NAME OF WORK: Maintenance of data center with man power stationed at TWAD Board, Head office [from 12.10.2020 to 11.10.2021]

Sl. No	Existing Infrastructure	Description of work	Specification	Rate (Departmental value)		Amount in (Rs.)
				In Figure	In Words	
1.	Server – 4 nos • Web server – 2 Nos (Tomcat with JAVA based application) • DB – 1 No (Oracle 10gR2) • DB Backup – 1 No (Passive) OS – RHEL 5.5 for DB (32 bit) • RHEL latest version for application server	Maintain the Linux and Oracle DB Server with Manpower stationed at TWAD Board Head office, Chennai from Monday to Saturday from 9 am to 6 pm and with remote support from 6 PM to 9 AM and 24 hours remote support on Sundays, Public holidays and holidays declared by TWAD Board	<ul style="list-style-type: none"> Administer Linux Server Management of Web server – Tomcat, Deployment of WAR files Management of Database – General Admin task & Backup Management Update patches for RHEL and TOMCAT. Configure Passive database in DB/ Backup server and retain the Backup One site Engineer with Linux and DB skill (Additional Tomcat Web Admin) To monitor sudden increase in server hits and to act accordingly in order to protect virus attack/ hacking etc., Manpower stationed at TWAD Board Head office, Chennai from Monday to Saturday from 9 am to 6 pm and with remote support from 6 PM to 9 AM and 24 hours remote support on Sundays, Public holidays and holidays declared by TWAD Board. 	Rs.14,00,000/-	Rupees fourteen lakhs only	Rs.14,00,000/-

I/ We agree to execute the above items of works at% Excess over / Less than the departmental value of Rs _____
 (Rupees _____ only)

Note: The percentage shall be mentioned both in words and figures.

The percentage quoted in the bid shall be up to two decimal only.

Signature of Tenderer
 With date and seal

SCHEDULE – B

TERMS AND CONDITIONS

1. The contract will be valid from 12.10.2020 to 11.10.2021.
2. The rate quoted should be firm during the contract period of one year.
3. Payment will be made by TWAD Board every quarter during the contract period of one year. The payment shall be made at the end of the each quarter throughout the contract period.
4. If TWAD requires additional Manpower, during the contract period, either on temporary or on long term basis at an extra cost, the commercials shall be arrived at on mutual discussions whenever the requirement arises.
5. No advance payment will be made at any cost.
6. The undersigned has empowered to withdraw the entire/part of the contract if necessary, without any prior notice.
7. The contractor should take insurance for the staff to be deployed.

8. SECURITY DEPOSIT AND AGREEMENT

i) The successful tenderer will have to remit the security deposit at 2% of the accepted value of work in the form of Post Office Savings Bank Account/ NSC/Demand Draft/ Bank guarantee pledged in favour of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5. The security should be obtained only from Tamil Nadu State. The security deposit along with interest is liable to be forfeited either in full or in part for any breach of condition of contract or by default on the part of the contractor. The decision of the Joint Chief Engineer (COM), TWAD Board, Head Office, Chennai-5 shall be final.

ii) The successful tenderer should enter into an agreement for the above work with the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 in a non judicial stamp paper for a face value of Rs.100/- (Rupees one hundred only) for the fulfillment of the contract. The stamp paper should be provided by the contractor. The non judicial stamp paper and security deposit should be sent to the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 within 7 days from the date of receipt of order of the Board. If the contractor fails to furnish the stamp paper within the time specified in the order and fails to

Signature of Tenderer
With date and seal

conclude the agreement within 7 days, the orders placed with the contractor will be cancelled at the risk and cost of the contractor and the EMD remitted by them will be forfeited.

9. The Security Deposit will be refunded upon satisfaction fulfillment of contract (i.e) after completion of the work and also after adjusting the amount due to TWAD Board. The Security deposit is liable to be forfeited in full or in part for any breach of the conditions of contract or any default on the part of Contractor.

The Security deposit remitted by the contractor will not carry any interest and the TWAD Board is not liable to pay interest on the above amount on any account. In Case of non Observance or non fulfillment of any conditions stipulated in the contract, the contractor shall pay penalty amount equivalent to security deposit or an amount equal the actual incurred by the TWAD Board consequent on such breach of contract whichever is more in addition to forfeiture of Security deposit.

10. RESPONSIBILITY:

The tenderer shall alone be responsible to the Board in all matter connected with and arising out of contract. The contract is not transferable .The following shall be adhered to

- i) To provide adequate man power
- ii) To take up additional work in case of meetings / functions etc.
- iii) Should not damage any TWAD Board properties.
- iv) Should not disturb normal official activities of TWAD Board officers / employees.

11.RESERVATION OF RIGHTS:

The Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 reserves the rights.

- a).To relax or waive or modify at his discretion any condition/ modification in this tender in the interest of the Board and
- b).To cancel the tender without assigning any reasons therefor.

The decision of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 in this regard shall be final, conclusive and binding on the contractor.

CONTRACTOR

**DEPUTY CHIEF ENGINEER (CM)
TWAD BOARD, CHENNAI - 5,**

Signature of Tenderer
With date and seal