



TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

Tender Notice NIT.No.TIDCO/Fintech City/STP/2025-26

e-TENDER

FOR

**CONSTRUCTION OF 4000 KLD CAPACITY SEWAGE TREATMENT PLANT
(STP) BASED ON MEMBRANE BIOREACTOR (MBR) TECHNOLOGY WITH
2 YEARS OF OPERATION AND MAINTENANCE ON TURNKEY BASIS AT
FINTECH CITY IN NANDAMBAKKAM VILLAGE, ALANDUR TALUK,
CHENNAI DISTRICT.**

TECHNICAL BID

COVER-I

APRIL 2025

**Managing Director,
Tamilnadu Industrial Development Corporation Limited,
No.19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai-600 008
Phone No:044-2855 4479/80**

TAMILNADU INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

TENDER NOTICE

NIT.No.TIDCO/Fintech City/STP/2025-26

Date: 26.04.2025

TIDCO Invites Online Tenders under "Two Cover System" from Class-I State Level Civil Contractors registered with PWD/TNHB/TNPHC/TNUHDB/Highways/Any Department of Government of Tamilnadu, Quasi-Government Departments, Central Government Departments undertaking having experience in similar nature of works.

Or

Government or Non-Government Organisation works of similar nature executed by the Tenderer externally for private parties, shall also be considered, provided that, the Tenderer should produce the Work completion certificate issued by the Competent Authority/Authorized signatory of the organisation, and shall be got authenticated by the NOTARY Public.

The Programme for the issue, receipt and opening of bids as detailed below.

1	Name of work	CONSTRUCTION OF 4000 KLD CAPACITY SEWAGE TREATMENT PLANT (STP) BASED ON MEMBRANE BIOREACTOR (MBR) TECHNOLOGY WITH 2 YEARS OF OPERATION AND MAINTENANCE ON TURNKEY BASIS AT FINTECH CITY IN NANDAMBAKKAM VILLAGE, ALANDUR TALUK, CHENNAI DISTRICT.
2	Form of Contract	Lumpsum Contract
3	Estimated Value of the Work	Rs. 12.53 Crores (Including GST)
4	Earnest Money Deposit (EMD)	Rs. 6,36,600/- i) An EMD shall be paid through the online payment mode via tntenders.gov.in ii) EMD shall also be submitted in the form of bank guarantee from a Scheduled Commercial Bank in India in favour of M/s TIDCO having validity for a period of 90 days from last date of receipt of bids. Tenderer shall upload scanned copy of EMD bank guarantee along with bid documents. Hardcopy of the original EMD bank guarantee shall be submitted to TIDCO office within 4 working days from opening of technical bid.
5	Validity of the tender	90 days from the last date of Submission of Tender
6	Period of Completion of Work	(i) Construction Phase is (9) months from the signing of the Agreement, including trial run and commissioning, unless extended by the Employer in accordance with the terms of this Contract, between the Start Date and the completion date of Commercial Operations Date (COD) including monsoon season. (ii) Operation Period (Operation and Maintenance) is Sixty (24) months from the commencement date of the operation and maintenance phase. The Employer

		reserves the right to extend the O&M Contract for which the Employer shall give a written notice of 180 days prior to expiry of initial period of 2 years.
7	Cost of Tender Documents (Non- Refundable)	Rs.15,000/- (including GST)in the form of DD in favour of Tamilnadu Industrial Development Corporation Limited, payable at Chennai. Tender Documents can be downloaded from www.tntenders.gov.in and https://tidco.com at free of cost.
8	Place of Sale of Tender Documents	Tamil Nadu Industrial Development Corporation Limited (TIDCO) No. 19-A, Rukmini Lakshmipathy Road, Egmore, Chennai – 600 008. Ph No:044-2855 4479/80
9	Period of Sale of Tender Document on payment of cost of tender document at TIDCO & Period of Availability of Bidding Documents on Website www.tntenders.gov.in & https://tidco.com	Between 26.04.2025 to 25.05.2025, up to 5.00 PM.
10	Time and date of Pre- Bid Meeting	On 06.05.2025 at 3.00 P.M. at TIDCO office
11	Last date of online submission of Tender	Proposals must be uploaded through www.tntenders.gov.in On or before 27.05.2025 3:00 PM
12	Time and Date and Venue of opening of Tender	On 27.05.2025 at 4.00 pm at TIDCO office
13	TENDERER barred from bidding for this work	The TENDERERS who have abandoned any contract executed during last 05 years, and/or whose contracts have been terminated, and/or TENDERERS who have been blacklisted and/or banned by TIDCO or Govt of Tamil Nadu, and currently of the ban is effective as on date of submission of the bid, are not eligible to participate in this tender.
14	Performance Security Deposit (SD)	3% of the accepted value of the contract (inclusive of GST) in the form of Demand Draft/Irrevocable Bank Guarantee in favour of Tamilnadu Industrial Development Corporation Limited valid for Contract Period + 24 months.
15	Additional Performance Security Deposit (ASD) (Will be released along with SD, after two years from the completion of the entire work and on production of indemnity bond until completion of defect liability period)	<u>a. 5% to 15 % less tender:</u> 2% of Department Value put to Tender. <u>b. More than 15% less Tenders:</u> 50% of Difference between quoted amount and Department Value. Shall be in the form of Demand Draft/Irrevocable Bank Guarantee valid for Contract Period + 24 months

16	Date of Commencement of work	The date of commencement will be reckoned from the signing of the Agreement.
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Managing Director

**E-TENDERING – INSTRUCTIONS TO TENDERER FOR ONLINE
SUBMISSION: -**

1. The tender document is available on the website <https://tidco.com>, and <https://tntenders.gov.in>.
2. The Bidding Document can be downloaded free of cost by logging on to the website <https://tntenders.gov.in>. The bids are to be submitted online through the same e-procurement portal only. Bids submitted manually will not be accepted.
3. The TENDERERS are requested to digitally sign the Bid Document and convert them to .pdf format.
4. TENDERERS are requested to use the Digital Signature (e-token) for Registration for e-submission through the website <https://tntenders.gov.in>.
5. The Scanned copies of the required list of documents are to be uploaded by the TENDERER at the time of submission of bids through the website by converting the documents to .pdf form
6. The Digital Signature Certificate / e-token may be obtained by the TENDERERS individually at the risk and cost of the TENDERER.

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FOR THE SPECIAL ATTENTION OF THE TENDERERS

FOR THE SPECIAL ATTENTION OF THE TENDERERS

1. Issuance of Tender Documents to the Tenderer based on the basic documents and information furnished along with the Requisition for the Tender Documents will not confer any right on the Tenderer for automatic Pre-Qualification.
2. Approval or otherwise of the Technical Bid of the tenderer will be strictly based on the detailed evaluation done on the basis of the Documents / Records / Evidences / Certificates produced by the Tenderer along with the Pre-Qualification Tender Application.
3. The tenderer should furnish all the relevant documents described in the checklist annexed with the Technical Bid without any omission.
4. The tenderer should also fill-up the checklist without fail.

CHECKLIST

CHECKLIST

TENDERER TO FILL IN THE CHECK LIST GIVEN BELOW

(State YES / NO for each item)

Sl. No.	Details	Relevant Schedule / Criteria	Indicate YES / NO
1	Copy of Certificate of Incorporation as Company issued by the Registrar of Companies under Company Act, Articles of Association / Memorandum of Association in respect of Private / Public Limited Company.	Schedule-A & Criteria I	
2	Copy of Certificate of Registration as Firm issued by the Registrar of Firms and copy of Registered Deed in Partnership.	Schedule-A & Criteria I	
3	Organisation chart showing the structure of the company/firm	Schedule-A	
4	<p>Copy of Registration letter issued by the Competent Authority registering the tenderer as Class-I State Level Civil/Electrical Contractors registered with PWD / TNHB / TNPSC / TNUHDB / Highways / Any Department of Government of Tamilnadu, Quasi-Government Departments, Central Government Departments undertaking with appropriate monetary limit above Rs.10 crores and upto Rs.25 crores and with proven track record in executing major projects are only eligible to participate in the Tender Invitation, undertakings along with the Live Certificate valid for the current period.</p> <p style="text-align: center;">Or</p> <p>Government or Non-Government Organisation works of similar nature executed by the Tenderer externally for private parties, shall also be considered, provided that, the Tenderer should produce the Work completion certificate issued by the Competent Authority/Authorized signatory of the organisation, and shall be got authenticated by the NOTARY Public</p>	Criteria-I	
5	Annual turnover details of the company with the evidence of statement of Accounts viz. Profit and Loss Account, Balance Sheet, etc., duly certified by the Chartered Accountant for the immediate past Five years as per Schedule B.	Criteria-III and Schedule-B	

Sl. No.	Details	Relevant Schedule / Criteria	Indicate YES / NO
6	Certificate clearly showing the Cash Credit Facilities / Overdraft Facilities extended by the Bank / Banks to the tenderer and the Cash Credit Facilities / Overdraft Facilities already availed by the tenderer and the Cash Credit Facilities / Overdraft Facilities remaining in the accounts of the tenderer issued by the Bank / Banks not earlier than 15 days from the date fixed for submission of tender as per Schedule-B and to satisfy Criteria-IV and for assessing the sustainability of cash outflow of the tenderer.	Criteria-IV and Schedule-B	
7	Certificate issued by the Chartered Accountant not earlier than 7 days from the date fixed for submission of tender, clearly showing the cash on hand and cash with banks as per Schedule-B and to satisfy Criteria-IV and for assessing the sustainability of cash outflow of the tenderer	Criteria-IV and Schedule-B	
8	Revenue / Banker Solvency certificate by tenderer -Schedule-E	Criteria-IV & Schedule-E	
9	Net worth certificates by tenderer as per Schedule-F	Criteria-IV & Schedule-F	
10	Bid capacity calculation shall be submitted by tenderer as per Schedule 'G'	Criteria-V & Schedule-G	
11	Copy of Income Tax Return filed in the last Five financial years (i.e.) 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024.	Criteria-I & Schedule-B	
12	Copy of GST Registration Number assigned to the tenderer	Criteria-I	
13	Copy of GST return certificate issued by Commercial Taxes Department.	Criteria-I	
14	Details of similar completed works in Schedule-C. Certificates in support of suitability, technical know-how and capability for having successfully completed the works.	Criteria-II and Schedule-C	
15	Details of ongoing projects and Letter or Award / Work Order issued by the Clients for on-going works of similar nature in Schedule-D	Criteria-V & Schedule-D	
16	Information regarding litigation/debarring	Criteria-VI and Schedule-J	

Sl. No.	Details	Relevant Schedule / Criteria	Indicate YES / NO
17	Affidavit	Criteria-VI and Schedule-K	
18	Declaration for Non-Blacklisting	Criteria-VI and Schedule-L	
19	Details of machineries, construction equipment, tools and plants that could be deployed by own or under lease exclusively for this project and Certificate issued by Chartered Accountant with regard to availability of sufficient construction machineries and equipment as per Schedule-H	Criteria-VII and Schedule-H	
20	Curriculum Vitae of each of the key personnel named in the Schedule-I together with the consent letters furnished by the key personnel, testimonials in support of their technical qualification and experience.	Criteria-VIII and Schedule-I	
21	Encumbrance Certificate issued by the Registration department	Criteria-VIII	
22	Undertaking	Schedule-M	
23	Declaration for Tender Document downloaded and studied	Schedule-N	
24	Process Guarantee	Schedule-O	
25	Copy of EMD payment details	--	
26	Joint Bidding Agreement	--	

Note:

- i. Minimum (Pre) Qualification Criteria for Technical experience (Criteria I & II) and Financial Eligibility (Criteria III) shall be satisfied by either by the Lead member or collectively by the JV members. Criteria (IV to VIII) shall be satisfied by the Lead member.

SECTION - I

PRE - QUALIFICATION TENDER APPLICATION

SECTION-I

PRE - QUALIFICATION TENDER APPLICATION

REF. No.

Date

From

To

The Managing Director,
TIDCO,
No.19-A, Rukmini Lakshmipathy Road,
Egmore, Chennai-600 008.

Sir,

Sub:	E -Tender for CONSTRUCTION OF 4000 KLD CAPACITY SEWAGE TREATMENT PLANT (STP) BASED ON MEMBRANE BIOREACTOR (MBR) TECHNOLOGY WITH 2 YEARS OF OPERATION AND MAINTENANCE ON TURNKEY BASIS AT FINTECH CITY IN NANDAMBAKKAM VILLAGE, ALANDUR TALUK, CHENNAI DISTRICT.
Ref:	Ref: NIT.No.TIDCO/Fintech City/STP/2024-25 Dt. 26.04.2025

1. Having examined the Tender Documents including scope of work, Time frame for STP WORKS and the criteria stipulated for Pre-Qualification, I / We hereby submit all necessary information and relevant documents for Pre - Qualifying me / us, to offer my / our tender for the above said work.
2. This Application is made by me / us on behalf of (Individual / Firm in Partnership / Joint Venture / Private Limited Company / Public Limited Company / State Government Tamilnadu/Central Government Department/State Government/ Any Department of Government of Tamil Nadu undertaking entering into a Agreement through an Agreement Deed dated..... duly registered with the Registration Department of Government of Tamil Nadu) as Doc. No. before SRO in the capacity of duly authorised to submit the Bid.
3. Necessary evidence admissible in law in respect of authority assigned to me /us on behalf of (Individual / Firm in Partnership / Joint venture / Private Limited Company /Public Limited Company / PWD/ Highways/Any Department of Government of Tamil Nadu/ Tamilnadu State Government undertaking) for offering the tender is appended herewith.
4. I / We, present my / our documents herewith, taking into consideration all the instructions in the Technical Bid (Pre-Qualification Tender Application) supplied to me / us / downloaded from the official website, including special instructions

to Tenderers, Criteria for Pre-Qualification, Information and Instructions in the Detailed Tender Notice, Price Tender Documents etc.,

5. I / We understand that the Price Bid offered by me / us will be opened only if my / our Technical Bid (Pre- Qualification Tender Application) (Technical Bid-Cover Marked "I") is approved by the competent authority.
6. I / We understand that TIDCO, Chennai-600 008 reserves the right to reject any or all the Technical Bid (Pre-Qualification Tender Application) or to drop the proposals altogether on valid grounds.

Date:

Signature of the Tenderer including the
Capacity in which the Tender is made

Name
(IN BLOCK LETTERS)

SECTION-II

PRE-QUALIFICATION TENDER NOTICE

SECTION-II

PRE-QUALIFICATION TENDER NOTICE FORM OF CONTRACT: LUMPSUM CONTRACT

1. **INVITATION: -**

Online Tenders under Two Cover System are invited from eligible contractors (eligibility criteria detailed in Para 3 below) for and on behalf of the Tamilnadu Industrial Development Corporation Limited, by the Managing Director, TIDCO, Chennai-600 008.

2. **PURPOSE OF PRE-QUALIFICATION: -**

The purpose of Pre-Qualification of tenderers for this work, is to ensure that the tenderer eventually selected for participating in the price bid, possess requisite organizational, financial and technical capability to carry out the project in a short duration of **"9" Months** (Including Monsoon Period).

3. **PURCHASE OF TENDER DOCUMENTS: -**

The Technical Bid (Pre-Qualification Tender Application) and Price Bid Documents will be available for sale at a cost of Rs.15,000/- (inclusive GST) in TIDCO Office, No.19A, Rukmini Lakshmipathi Road, Egmore, Chennai-600008 between 26.04.2025 to 25.05.2025, up to 5.00 PM (Or) Tender Documents can be downloaded from www.tntenders.gov.in and <https://tidco.com> at free of cost

4. **ELIGIBILITY CRITERIA FOR PARTICIPATION: -**

Criteria-1:

Experience in Specific construction

The Tenderer should have experience of design, engineering, construction & successful commissioning of Sewage Treatment Plant in last five years including all Civil, mechanical, electrical and instrumentation. The system consists of Preliminary/ Secondary including MBR system followed by disinfection system

i) For One project of **2000 KLD capacity** under a single agreement in the last 5 years ending as on date of issue of tender.

or

ii) For Two Project of **1000 KLD capacity (each work)** under two agreements in the last 5 years as on date of issue of tender.

Criteria-2:
Experience in O & M

The Tenderer should have operated and maintained a similar plant as stated above in Criteria-1 for a minimum period of one year for a capacity of not less than the minimum requirement given below (in KLD)

i) For One project of **2000 KLD capacity** under a single agreement in the last 5 years ending as on date of issue of tender.

or

ii) For Two Project of **1000 KLD capacity (each work)** under two agreements in the last 5 years as on date of issue of tender.

NOTE:

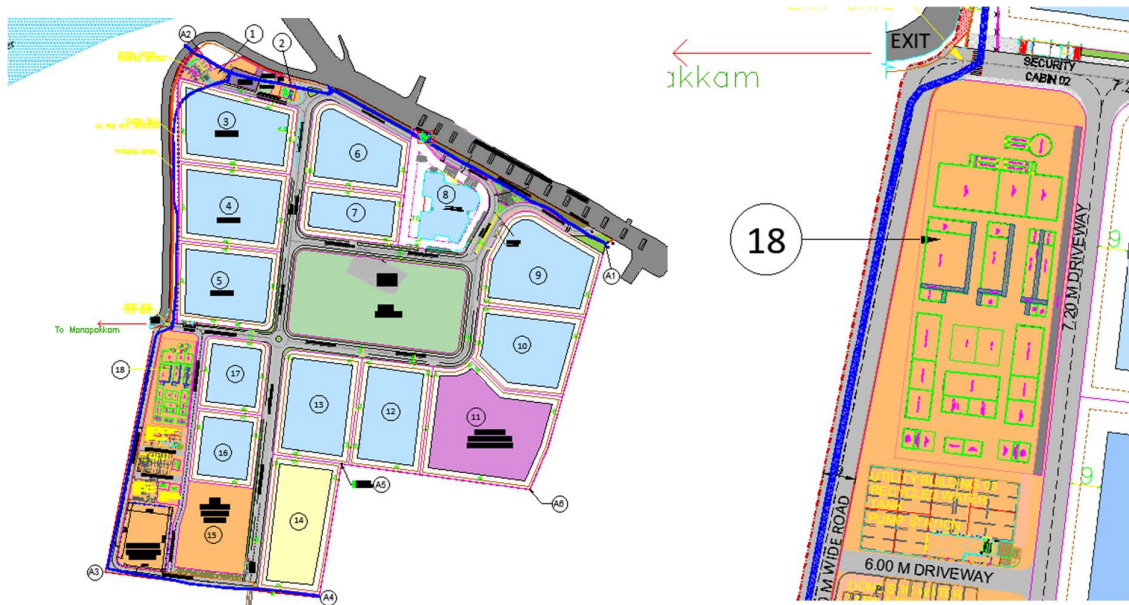
1) The Tenderer on his own or the Joint Venture members either by the Lead member or collectively by the JV members together should satisfy the criteria as stipulated in the bid document for which necessary documentary evidence should be produced to the satisfaction of TIDCO.

2) If the requirement of Criteria 2 is satisfied in Criteria 1 itself, then the same project can be mentioned in Criteria 2 as well.

3) Cumulative Weightage at 10% per annum will be allowed to bring the value of the work to the current money value.

5. **SCOPE OF WORK: -**

TIDCO is developing a Fintech City project in 56 acres of land at Nandambakkam. A STP has been proposed in Fintech City with the capacity of 4000 KLD MBR Type to be done in phase wise.



6. SCOPE AND VARIOUS COMPONENTS OF THE PROJECT

The proposed scope of work shall include construction of the following components in STP works.

- i. Civil works
- ii. Electromechanical Works
- iii. Piping
- iv. Instrumentation
- v. PLC Panels
- vi. Electrical works

6A DESCRIPTION OF SCOPE OF WORK

The scope of this tender is for

- a) The complete design and detailing of 4000 KLD civil, electromechanical & instrumentation work (Phase-I of 500 + 500 KLD, Phase II of 1000 KLD and Phase III of 2000 KLD)
- b) Construction of 4000 KLD Civil works including 1000 KLD capacity of 2 streams of 500 KLD each Electromechanical & instrumentation works.
- c) Construction of the 500 KLD plant, including all electromechanical works, shall commence immediately upon receipt of document approval from the Employer/PMC. The 500 KLD plant, including commissioning, shall be completed within SIX (6) months from the date of signing the Agreement.

Design, detailed engineering, construction, manufacture, procurement and supply of all materials and equipment, receipt, storage, conservation & preservation of all materials including all civil, structural steel works (sheds, platforms, ladders, etc.), interconnecting piping, electrical, instrumentation,

fabrication, painting, inspection & testing at bidder's works, packing, forwarding, transportation, transit insurance, delivery at site, erection/installation, testing, commissioning at site and carrying out performance / acceptance guarantee test runs, operating and maintenance of the STP and handing over as described hereunder and in various other referred documents including the Specifications and Data Sheets attached herein.

Scope broadly covers the following but not limited to:

- The design of the plant under this project will be based on the design criteria recommended in "Manual on Sewerage and Sewage Treatment Systems" - 2013 of Central Public Health and Environmental Engineering Organization (CPHEEO), Ministry of Housing & Urban Affairs (MoUHA), Government of India (GOI), New Delhi and internationally recognized references. In case of difference or discrepancies between CPHEEO Manual and Internationally recognized guidelines / books, the process design shall be carried out considering stringent design parameters.
- The treatment process is based on Membrane Bio Reactor (MBR) technology for treatment of sewage.
- This Process and Facilities description is intended to provide a general indication of the various unit processes and type of facilities that the Contractor shall be required to design, construct, and operate, and applies to all Plants in this contract unless specifically indicated otherwise. The Contractor shall use this description together with other specific information for each Plant provided elsewhere in these bid documents, including but not limited to Process Unit Design Criteria given under, Process Flow Diagram (PFD), Piping and Instrumentation Diagram (P&ID) and Plant Location, all of which are integral to this Process and Facilities Description and are incorporated herein for reference.
- The extra treated effluent from the plant is to be suitably disposed off in the existing sewer network. A gravity main pipeline of required size to carry design peak flow equipped with flow meter and quality online analysers for BOD, COD, TSS, pH, Ammoniacal Nitrogen (NH₄-N), Total Nitrogen (N-Total) & Residual Chlorine shall be laid up to the plot boundary limit and beyond as per site condition to nearest receiving existing sewer network (up to disposal point).
- Contractor should note that the 'Major Process Units and Facilities' described are for Tenderer guidance purpose only. Any other process units or facilities required for successful completion and commissioning of this plant will be a part and parcel of the contract.
- The final treated sewage is to be disinfected through chlorination before its disposal.
- Where necessary, equipment shall be provided with acoustic, sound-dampening enclosures to limit ambient noise during normal operation to the limits detailed in the General Requirements.

- All equipment shall be arranged, and buildings and structures designed to permit safe and easy access to and removal of all equipment.
- Fixed runways, lifting eyes, cranes, hoists, or other appropriate devices and means shall be provided to permit safe and easy removal of all equipment for maintenance or any other purpose.
- Platforms, handrails/guardrails, ladders, and stairs shall be provided where necessary for proper, safe, and easy access to and/or operation of valves, gates, instruments, control panels, and other devices, equipment, or structures.
- All units shall be interconnected by RCC overhead walkways, minimum 1.2 m wide with handrail and RCC staircase.
- The influent flow meter and influent sampling location shall be selected such that the true influent flow and characteristics will be measured without inclusion of in-plant recycles or other extraneous streams. Separate flow measurement and sampling shall be provided for the recycle streams.
- Appropriate sampling ports and/or sampling valves shall be provided to allow easy, safe sampling of all process streams without spillage or contamination and without the need to interrupt normal operation.
- Prepare and submit GA and structural drawings (GFC) as per documents and drawing submission & distribution schedule.
- The equipment to be supplied and erected as detailed in BOQ and these shall be in accordance with Specification and the relevant data sheets section.
- Piping inside and around STP including suction and delivery piping, delivery header, recirculation piping including all the valves.
- Supporting arrangements needed (indoor & outdoor) for the piping, valves and instrumentation.
- Proper ventilation and entry / exit staircases shall be provided to access the underground units of STP. Cut-outs, vents have to be provided in the roof slab.
- Any item which may not have been specifically mentioned herein but are needed to complete the equipment / system shall also be treated as included and the same shall also be furnished and erected, unless otherwise specifically excluded as indicated.
- Coarse Screen and Pumping station of STP shall be constructed below ground. From Pumping station, sewage shall be pumped and transfer to equalization tank for further treatment and rest of the civil units shall be preferably below ground as per the best suited design aspects and cost effective.
- All civil tanks except process tanks (Anoxic tanks, Aeration tanks and MBR tanks) will be closed from the top with require manholes of size 600mm x 600mm to be planned for maintenance work.

- Anoxic tanks, Aeration tanks and MBR tanks will be open from the Top and will be covered with PVC sheet at the height of 2.5m to 3.0 m height from top of the of the tank. Covered sheet to be properly design and selection to be based on the aesthetic look as the STP plant location is in the middle of the development.
- Emergency power backup is to be provided for Sewage Transfer Pump, Air blowers of Aeration and tanks and Return Sludge Pumps and other require process units.
- A discharge pipe of the Equalised sewage transfer pumps shall be provided from the Equalisation tank along with blind flange to the nearest drain manhole leading to external sewer network. (To be used exceptionally in case of major breakdown only)
- The Location of outfall and High Flood Level (HFL is to be obtained by the Tenderer/Contractor for the planning and designing of the treatment plant. The HFL the plant site will be approved by client/consultant during review of vendor drawings.
- The Tenderer shall be fully responsible for including in his bid the whole of the Works, including each individual component, designed, and constructed in accordance with bid specifications and good engineering practice. The offered plant should function, a fully integrated system which can achieve the required treated sewage parameters in an efficient and economical manner and eliminate the odours and pest nuisance assignable to improper design and/or poor Operation & Maintenance. The offer shall include all buildings, plant, equipment, and accessories required for the efficient, safe and satisfactory operation of the facilities. Any accessories which are not specifically mentioned in the specifications/requirement, but which are usual or necessary for completion of the Works and successful performance of the plant and facilities, shall be provided by the Tenderer without extra cost to the Employer. The Tenderer shall, to the maximum extent practical and feasible, endeavour to offer standardized designs and Plant and equipment keeping in view minimization of operation and maintenance requirements.
- All components (including but not limited to equipment such as pumps, blowers, screens, diffusers, inline devices; instruments such as flow meters; and distribution and collection channels or pipes) shall be provided with appropriate isolation devices such as valves, gates, or other devices in order to allow isolation, drainage, cleaning, calibration, servicing, and maintenance of such components. Bypasses shall be provided around all flow meters and other in-line instrumentation such that the instrument can be isolated and removed for calibration and maintenance without interrupting the flow.
- Fixed runways, lifting eyes, cranes, hoists, or other appropriate devices and means shall be provided to permit safe and easy removal of all equipment for maintenance or any other purpose.
- For liquids and sludge, the maximum pipe flow velocity shall not be more than 1.5 m/s for pumped suction and not more than 2.0 m/s for pumped discharge. For gravity flow, the minimum pipe flow velocity shall not be less than 0.6 m/s

and not more than 1.2 m/s. The normal pipeline flow velocity for air shall not be more than 15.0 m/s.

- Odour control system to be considered in design and provided for Pumping station, Screen chamber followed by O & G trap and Equalization tank including Sludge tank also.
- Appropriate sampling ports and/or sampling valves shall be provided to allow easy, safe sampling of all process streams without spillage or contamination and without the need to interrupt normal operation.
- Plant Layout: Tentative layout is given with tender document, TENDERER to finalize STP plant layout in the given area, no additional area to be given from Client.

7. PERIOD OF COMPLETION: -

The period of completion of the project shall be 9 Months (Nine Months) from the signing of the Agreement. The completion period is inclusive of the monsoon period also.

8. EARNEST MONEY DEPOSIT (EMD): -

Earnest Money Deposit of Rs.6,36,600 /- through online/bank guarantee payment mode. The EMD amount should be the exact amount and no excess or less amount should be transferred. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.

- i Bid Security shall be paid via The Tamil Nadu Government e-procurement system (tntenders.gov.in).
- ii EMD shall also be submitted in the form of bank guarantee from a Scheduled Commercial Bank in India in favour of M/s TIDCO having validity for a period of 90 days from last date of receipt of bids. Tenderer shall upload scanned copy of EMD bank guarantee along with bid documents. Hardcopy of the original EMD bank guarantee shall be submitted to TIDCO office within 4 working days from opening of technical bid.
- iii The EMD details shall be submitted along with the technical proposal. Bids which are not accompanied with the scanned copy of bank transaction details / scanned copy of EMD BG will be rejected as Non- Responsive Tender. Also, if the hardcopy of original EMD Bank guarantee is not submitted to TIDCO office within 4 working days from opening of technical bid, the bid will be rejected as non-responsive tender.
- iv Bid Security of the unsuccessful TENDERERS shall be refunded after completion of selection process or at the expiration of bid validity period of 90 days from the last date of Submission of Tender, whichever is earlier.
- v The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required performance security deposit and signed the agreement.

- vi If the tenderer withdraws their bid after issue of work order or after acceptance of Letter of Award or failure to execute the contract agreement or fails to pay the required Performance Security Deposit amount within the time specified in the work order, the EMD submitted with the Technical Bid will be forfeited.
- vii The Authority shall not be liable to pay any interest on the EMD and the same shall be interest free.
- viii TIDCO is entitled to cause forfeiture of the EMD if the Tenderer revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.
- ix Bank details of TIDCO:
 - 1. Beneficiary Name: Tamilnadu Industrial Development Corporation Ltd.
 - 2. Name of the Bank: Indian Bank
 - 3. Address of the Bank: No.26, Eithiraj Salai, Egmore, Chennai -105
 - 4. Branch: Eithiraj Salai
 - 5. Account No.: 422162951
 - 6. Type of Account: Current Account
 - 7. IFSC/RTGS Code No: IDIB000C032

9. PERFORMANCE SECURITY DEPOSIT (SD): -

- a) The successful tenderer should furnish Performance Security Deposit for an amount equivalent to 3% (Three Percent) of the contract value, within 15 days (Fifteen days) from the date of receipt of Work Order or Letter of Award
- b) The Performance Security Deposit shall be produced in the shape of in the form of Demand Draft/Irrevocable Bank Guarantee valid for Contract Period + 24 Months issued by Nationalized / Scheduled Banks drawn in favour of TIDCO, Chennai-600 008.
- c) The Performance Security Deposit Amount will not carry any interest and shall be refunded only after 24 months from the completion of the entire work and on production of indemnity bond until completion of defect liability period.

9A ADDITIONAL PERFORMANCE SECURITY DEPOSIT (ASD): -

- a) The successful tenderer should furnish Additional Performance Security Deposit as follows within 15 days (Fifteen days) from the date of receipt of Letter of Award
 - i. 5% to 15 % less tender: 2% of Department value put to tender
 - ii. More than 15% less Tenders: 50% of difference between quoted amount and Department value
- b) The Additional Performance Security Deposit shall be produced in the shape of Demand Draft/Irrevocable Bank Guarantee valid for Contract Period + 24 Months issued by Nationalized or Scheduled Banks drawn in favour of TIDCO, Chennai-600 008.
- c) The Additional Performance Security Deposit will not carry any interest and shall be refunded only after 24 months from the completion of the entire work and on production of indemnity bond until completion of defect liability period.

10. **RETENTION MONEY: -**

- a) In addition to the Performance Security Deposits, TIDCO shall deduct from the Running Account Bills equivalent to 5% (Five Percent) of the total value of each bill as retention money.
- b) 50% of retention money deposit (with GST) amount recovered from the bills would be paid to the contractor along with final bill.
- c) Balance 50% of Retention Money deposit (with GST) will be released after expiry of two year from the date of completion of work.
- d) The retention money deducted in cash from the running account bills will not bear any interest.

11. **LANGUAGE OF TENDER: -**

The Technical Bid (Pre-Qualification Tender) and all Supporting Documents, Certificates, Evidences and the Price Bid should be submitted in **"ENGLISH"** only. The Supporting Documents if attached in any other language should be translated in English with the certificate of the "Notary Public" duly certifying that the English translation of the documents is true and accurate translation of the original documents.

12. **PRE-BID MEETING: -**

- a) The tenderers or their authorised representative may attend the Pre-Bid Meeting, which will take place at **3.00 PM on 06.05.2025 at** TIDCO Office, Chennai 600008.
- b) The purpose of the Pre-Bid Meeting is to clarify issues and answer queries on any matter in connection with the conditions, specifications, etc., furnished in the Technical / Price Bid Documents that may be raised on or before **05.05.2025 before 3.00 PM**. The queries can be sent to the email id cmd@tidco.com bhuvaneswari@tidco.com or through postal to the Managing Director, TIDCO.
- c) Clarifications/responses for the questions / queries raised (without identifying the source of the question / query) will be transmitted to all the intending tenderers who have attended the Pre-Bid meeting. Any modification of the contents in the bid documents, consequent on the decision taken during the Pre-Bid Meeting shall be made by the Tender Inviting Authority, exclusively through the issue of an ADDENDUM and not through the Minutes of the Pre-Bid Meeting.

13. **VALIDITY OF BID (TENDER):-**

The Bid (Tender) shall be valid for a period of 90 days from the last date of Submission of Tender

14. **NOT USED**

15. SUBMISSION OF TENDERS: -

- a) The Bid should submit through <https://tntenders.gov.in> only
- b) Tenders should be submitted in two parts:
 - (i) Technical bid and
 - (ii) Price bid
- c) Tenderers should ensure submission of all documents along technical and Price bid as per the Check list.
- d) The Technical Bid (i.e.) Pre-Qualification Tender together with the bank transaction details for payment of Earnest Money Deposit shall be submitted.
- e) The price bid should be prepared as per the Price bid Format.
- f) Proposals must be submitted on or before 27.05.2025 at 3.00 P.M.
- g) The Price should be quoted in the Price bid only, in case found in technical bid the tender will be rejected.
- h) Evaluators of Technical bids shall have no access to the Price bid until the technical evaluation, including its approval by Competent Authority is obtained.
- i) Prior to evaluation of Proposals, TIDCO will determine whether each proposal is responsive to the requirements of the tender document at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive here under.
- j) As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the TENDERER meets the prescribed Eligibility Criteria.
- k) TIDCO reserves all rights to accept or reject any proposal without assigning any reason

16. OPENING OF BIDS: -

- a) Technical Parts of all Bids received online by the due date and time will be opened online by the Employer, in the office of TIDCO in the presence of Tenderer's designated representatives and anyone who chooses to attend, and this can also be viewed by Tenderers online.
- b) The Financial Parts of the Bids shall remain unopened in the e- Procurement System, until the subsequent public opening, following the evaluation of the Technical Bids.
- c) In all cases, the technical bid without EMD payment details will be declared non-responsive and will not be opened.

- d) Thereafter, the Tenderers' names, the presence of Bid security, and such other details as the Employer may consider appropriate, will be recorded as Technical Part Bid opening summary.
- e) The Technical Part Bid opening summary will be uploaded on the e-Procurement Portal and a copy of the same will be handed over to the Tenderers' representatives present at the time of Bid opening.
- f) Only Technical Bids that are opened at Bid opening shall be considered further for evaluation.
- g) In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
- h) Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to Tenderers or any other persons not officially concerned with the process until the award to the successful Tenderer is announced

17. EVALUATION OF TECHNICAL PARTS OF BIDS AND OPENING OF FINANCIAL PARTS OF BIDS

- a) Evaluation of Technical Bid with respect to Pre- qualification criteria shall be taken up.
- b) The Employer will determine whether each Bid (a) has been properly signed; (b) meets the qualification criteria defined and (c) is substantially responsive to the requirements of the bidding documents.
- c) After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified Tenderers whose Price bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on The Tamil Nadu Government e-procurement system
- d) Following the results of evaluation of the Technical Bid being made public, the Employer shall notify in writing those Tenderers whose Technical Bids have been evaluated as substantially responsive as under: (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) their Price bid will be opened online; and (c) notify them of the date and time of the online/public opening of the Price bids.
- e) The opening date should allow Tenderers sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Tenderers' designated representatives and anyone who chooses to attend, and this could also be viewed by Tenderers online.
- f) The Tenderers' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online

by the Employer at the time of bid opening. Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.

18. EVALUATION OF PRICE BIDS

- a) The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) unit rates entered by the Tenderer in the BOQ Schedule online and (ii) quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.
- b) During the detailed evaluation of Price Bid, the substantial responsiveness of the Bids will be further determined with respect to the those bid conditions that were not examined in evaluation of technical Bids, i.e., Financial Part, and Priced Bill of Quantities.
- c) If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- d) The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with tender conditions to determine the Bid that has the lowest evaluated price.

19. AWARD OF CONTRACT

- a) The tenderer whose Bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria will be declared as L1 and called for price negotiations.
- b) Upon finalization of price, Employer will issue the Letter of Award.
- c) Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bid process and reject all bids any time prior to the award of contract.
- d) After notification of award, the Employer will publish on the eProcurement Portal, following details of the Contract: (i) Name of each Tenderer who submitted the Bid; (ii) Bid prices; (iii) Name and evaluated price of each Bid that was evaluated; (iv) Names of Tenderers whose Bids were rejected (v) Name of the selected Tenderer, the price it offered, and the duration & summary scope of the contract awarded

20. NEGOTIATION: -

Negotiation of rates will be entered into, only with the substantially responsive lowest tenderer for reducing the quoted rates.

21. RATES AND PRICES: -

Price adjustment clause is not applicable for this work.

SECTION-III
SPECIAL CONDITIONS

SECTION-III
SPECIAL CONDITIONS

1. If any of the information furnished by the Tenderers is found to be concealed or false at a later date, the contract will be terminated forthwith without prejudice to the rights thereon consequent on the termination and the contractor will be banned from business dealings.
2. The tenderers are cautioned that the Technical Bid (Pre-Qualification Tender) containing any deviation from the terms and conditions and other requirements will be rejected as Non-Responsive or Low-Performance Reliability.
3. The evaluation of the Technical Bid (Pre-Qualification Tender) will be done only based on the Information, Evidence, Documents, Records, Particulars furnished by the tenderers. Hence, the tenderers are advised to furnish adequate and relevant information along with requisite documentary evidence without omission.
4. If additional particulars / documents are sought by the Tender Inviting Authority, the same should be furnished within the date fixed for the submission of such particulars / documents.
5. Attested true copies of the documentary evidences should be furnished along with the Technical Bid (Pre-Qualification Tender). However, all the originals of the Documentary Evidences should be produced for verification at the time of opening of Technical Bid (Pre-Qualification Tender) or whenever asked for by the Tender Inviting Authority. Unattested Xerox copy of the Documents / Evidence / Records will not be considered for the purpose of evaluation.
6. The Tenderer declares that all tender documents have been downloaded and studied in accordance with Schedule – “N”
7. All the pages in the Technical Bid (Pre-Qualification Tender) documents shall be signed without omission by the tenderers.
8. All the signatures in the Tender Documents shall be dated.
9. The Technical Bid (Pre-Qualification Tender) evaluation will be done on a “PASS” or “FAIL” basis against each items of Criteria stipulated for Pre-Qualification.
10. Details of the Documents / Records produced, with page numbers shall be furnished in the Index, which shall be appended as First Page / Sheet of the Technical Bid (Pre-Qualification Tender).

11. As far as possible, details shall be furnished in the schedules appended to this Technical Bid Documents. If the space left is found insufficient, additional sheets may be attached to the schedules.
12. Brochures, pamphlets, etc., shall be enclosed within the Documents Volume
13. The tenderers should include with the Technical Bid (Pre-Qualification Tender), details about them in the prescribed Proforma vide Schedules

14. METHODS OF TENDERING: -

- (a) The Tenderer may be a single entity or a group of entities (a "Joint Venture" where the number of members in a Joint Venture shall not exceed 2 (two)), coming together to execute the work.
- (b) If the tender is made by an individual, it should be signed by the individual, with his full name and current address.
- (c) If the tender is made by a Sole-Proprietary "FIRM", it shall be signed by the Proprietor along with his full name and full name of the "FIRM" with it's current address. Documents with regard to Registration of the Firm by the Registrar of Firms should be produced, without fail.
- (d) If the tender is made by a "Firm" in partnership, it shall be signed by all the members of the Firm with their full name and current address or by a Partner authorised by the Firm (Either as per articles of the Deed of Partnership or by Registered Power of Attorney) for signing in Tenders, Agreements, etc., in which case, certified True Copy of the Deed of partnership along with the current address of all the members and the certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.
- (e) If the tender is made by a Public / Private Limited Company or Corporation, it shall be signed by a duly authorised person holding the Power of Attorney for signing in tender, in which case, the certified copy of the Power of Attorney should accompany the Technical Bid. Such Public / Private Limited Company / Corporation should also furnish satisfactory evidence of its existence along with the Pre-Qualification Tender (Technical Bid).
- (f) In case of JV, it shall comply with the following additional requirements:
 - i. The bid should contain the information required for each member of the JV;
 - ii. The bid should include a brief description of the roles and responsibilities of individual members.
 - iii. The contractors who form part of the JV shall not be allowed to bid for the work individually. Further, one party cannot be a part of more

than one JV. It is explicitly declared that such bids will be treated as non responsive, and shall not be considered for the tender; and the bid security (EMD) of both the JV shall be forfeited.

- iv. Members of the JV shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this tender, signed by all members of the JV.
- v. Members of the JV shall enter into a binding "Joint Bidding Agreement", for the purpose of submitting a bid. The Joint Bidding Agreement is to be submitted along with the bid. The duties, responsibilities and powers of Lead firm and other firm shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Firm would be authorised to incur liabilities and to receive instructions and payments on behalf of the JV.
- vi. Minimum (Pre) Qualification Criteria for Technical experience (Criteria I & II) and Financial Eligibility (Criteria III) shall be satisfied by either by the Lead member or collectively by the JV members. Criteria (IV to VIII) shall be satisfied by the Lead member.
- vii. No change in the composition of the JV will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful bidder is a JV).

SECTION-IV
MINIMUM CRITERIA FOR PRE-QUALIFICATION:

SECTION-IV

MINIMUM CRITERIA FOR PRE-QUALIFICATION: -

Minimum (Pre) Qualification Criteria for Technical experience (Criteria I & II) and Financial Eligibility (Criteria III) shall be satisfied by either by the Lead member or collectively by the JV members Criteria (IV to VIII) shall be satisfied by the Lead member.

Clause	Qualification Criteria	Evidence to be produced:
CRITERIA I		
1(a)	The Tenderer in the same "NAME" and "STYLE" should have been in the Civil Engineering Construction field at least for the preceding "TEN" years ending 31 st March 2024	<ul style="list-style-type: none"> i. Registered Partnership Deed in the case of Partnership Firms. ii. Articles of Agreement and Memorandum of Association registered with Registrar of Companies as per 'Company Act' in the case of Public / Private Limited Companies.
1(b)	<p>The Tenderer should be Registered as Class-I State Level Civil/Electrical Contractors registered with PWD/TNHB/TNPHC/TNUHDB/ Highways/Any Department of Government of Tamilnadu, Quasi-Government Departments, Central Government Departments undertaking with appropriate monetary limit above Rs.10 crores and upto Rs.25 crores and with proven track record in executing major projects are only eligible to participate in the Tender Invitation.</p> <p style="text-align: center;">Or</p> <p>Government or Non-Government Organisation works of similar nature executed by the Tenderer externally for private parties, shall also be considered, provided that, the Tenderer should produce the Work completion certificate issued by the Competent Authority/Authorized signatory of the organisation, and shall be got authenticated by the NOTARY Public.</p>	<ul style="list-style-type: none"> i. Attested true copy of the communication issued by the Registering Authority, Registering the name of the Tenderer as Class-IA Contractor. ii. Copy of "LIVE CERTIFICATE" issued by the Registering Authority shall be enclosed. iii. Audited Balance sheet with Chartered Accountant's Certificate for the past "FIVE" years in the case of individual Contractors, Partnership firms, Public / Private Limited Companies. iv. the Work completion certificate issued by the Competent Authority/Authorized signatory of the organisation and shall be

Clause	Qualification Criteria	Evidence to be produced:
		got authenticated by the NOTARY Public with regard to the private works completed by Him/Her/Them other than Government / Quasi government organisation.
1(c)	The Tenderer should produce Income Tax return filed in last five financial years. (i.e) 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, GST Registration Certificate and GST Return Certificate valid for the current period.	i. Attested True copy of the Income Tax Assessment Order issued by the Income Tax Department, or the Income Tax Returns filed with the Income Tax Department for 5 financial years. ii. Attested true copy of the Registration Certificate showing the GST Number assigned by the Commercial Tax Department issued by the Competent State / Central Commercial Tax Department Officials, valid for the current period. (i.e.,2023-2024) ii. Attested true copy of the GST Return Certificate issued by the Competent State / Central Government Commercial Tax Department Officials for the year 2023-2024
CRITERIA II		
2(a)	Criteria-1: Experience in Specific construction The Tenderer should have experience of design, engineering, construction & successful commissioning of Sewage Treatment Plant in last five years including all Civil, mechanical, electrical and instrumentation. The system consists of Preliminary/ Secondary including MBR system followed by disinfection system	i. Certificate issued by the Engineer-in-Charge (Not below the rank of Executive Engineer / Project Engineer) of the project clearly showing the following details. a) Name of the Project

Clause	Qualification Criteria	Evidence to be produced:
	<p>i) For One project of 2000 KLD capacity under a single agreement in the last 5 years ending as on date of issue of tender. or ii) For Two Project of 1000 KLD capacity (each work) under two agreements in the last 5 years as on date of issue of tender.</p> <p>Criteria-2: Experience in O & M</p> <p>The Tenderer should have operated and maintained a similar plant as stated above in Criteria-1 for a minimum period of one year for a capacity of not less than the minimum requirement given below (in KLD)</p> <p>i) For One project of 2000 KLD capacity under a single agreement in the last 5 years ending as on date of issue of tender. or ii) For Two Project of 1000 KLD capacity (each work) under two agreements in the last 5 years as on date of issue of tender.</p> <p>NOTE:</p> <p>1) The Tenderer on his own or the Joint Venture members either by the Lead member or collectively by the JV members together should satisfy the criteria as stipulated in the bid document for which necessary documentary evidence should be produced to the satisfaction of TIDCO.</p> <p>2) If the requirement of Criteria 2 is satisfied in Criteria 1 itself, then the same project can be mentioned in Criteria 2 as well.</p> <p>3) Cumulative Weightage at 10% per annum will be allowed to bring the value of the work to the current money value.</p>	<p>b) Location of the Project (Village / Town / Taluk / District / State)</p> <p>c) Name / Designation of the Employer</p> <p>d) Value of work (As per Agreement)</p> <p>e) Agreement Number</p> <p>f) Period of contract as stipulated in the Agreement</p> <p>g) Date of commencement of the Project</p> <p>h) Date of actual completion of the Project</p> <p>i) Reasons for the delay in completion of the project, if any</p> <p>j) Actual value of work done as per Final Bill</p> <p>k) Quality of work executed.</p> <p>l) Quantities of individual items of work actually executed.</p> <p>ii. The Work completion certificate issued by the Competent Authority/Authorized signatory of the organisation, and shall be got authenticated by the NOTARY Public with regard to the private works completed by Him/Her/Them other than Government / Quasi government organisation. (Tenderer shall submit the details in Schedule-C)</p>

Clause	Qualification Criteria	Evidence to be produced:
CRITERIA III		
3(a)	Annual turnover shall not be less than Rs.25.06 Crores in any One of the last Five Years ending 31st March 2024.	<p>i. Audited Balance Sheet, Profit and Loss Account etc., duly certified by the Chartered Accountant for the preceding "FIVE" years.</p> <p>ii. Income Tax Return filed (clearly showing the total contract amount received) for the preceding 'FIVE' years.</p> <p>iii. The total contract amount received, as shown in the Profit and Loss Account should have been reflected in the Income Tax Returns filed. In case, if there is difference in the Total Contract Amount received as depicted in the Profit and Loss Account and as furnished in the Income Tax Return, lesser among the two figures alone will be considered for the purpose of evaluation against this criteria.</p>
CRITERIA IV		
4(a)	The TENDERER should produce Revenue/Banker Solvency Certificate equivalent to at least Rs. 5.01 Crores obtained not earlier than 90 days from the last date of submission of bid.	Solvency certificate from Revenue/Banker authorities as per Schedule-E
4(b)	The TENDERER should have a Net worth of not less than Rs. 3.13 Crores as on last date of submission of the bid.	Net worth certificates as per Schedule-F
4(c)	The Liquid Assets or Cash Credit Facilities or Overdraft Facilities available with the Tenderer should be at least Rs.2.51 Crores	i. Certificate issued by the Chartered Accountant, not earlier than Seven Days from the date fixed for submission of tender, clearly showing the Cash

Clause	Qualification Criteria	Evidence to be produced:
		<p>on Hand and Cash with Banks.</p> <p>ii. Certificates issued by the Bank / Banks, not earlier than Fifteen Days from the date fixed for submission of tender, clearly showing the Cash Credit / Overdraft Facilities extended to the Tenderer, the Cash Credit / Overdraft Facilities availed as on the date of certificate by the Tenderer and the balance Cash Credit / Overdraft Facilities remaining in the Accounts of the Tenderer as on the date of certificate.</p>
CRITERIA V		
5(a)	<p>The Tenderer should possess Bid Capacity at least equivalent to the value of this Project (i.e.) Rs.12.53 Crores</p> <p>The bid capacity of the Tenderer will be computed in the following manner.</p> <p>Assessed Available Bid Capacity: (A X N X 2 – B) ≥ Rs. 12.53 Crores</p> <p>Where 'A': Maximum annual turnover in any one year of the immediate past "FIVE" years.</p> <p>Where 'N': Number of years prescribed for completion of the work for which Tenders are called for (9 Months).</p> <p>Where 'B': Value of existing commitments and ongoing works to be completed during the Contract period of the work for which Tenders are called for.</p> <p>The statement showing the value of existing commitments and on-going works as well as the</p>	<p>ii. Total value of the existing commitments and ongoing works to be completed during the contract period of the works. For this purpose, the certificate issued by the Engineer-in-Charge not below the rank of Executive Engineer for each of the committed and ongoing works should be furnished in the format prescribed in Schedule 'D'.</p> <p>iv. private parties, the Tenderer should produce the true copy of the certificate issued by the Competent Authority/Authorized signatory of the organisation and shall be got authenticated by the</p>

Clause	Qualification Criteria	Evidence to be produced:												
	<p>stipulated period of completion remaining for each of the works listed should be furnished.</p> <p>The following enhancement factors shall be used for the costs of works executed and the financial figures to a common base value for works completed in India.</p> <table><tr><th colspan="2">Multiplying Factor</th></tr><tr><td>Current Year 1 (2023-24)</td><td>1.00</td></tr><tr><td>Year 2 (2022-23)</td><td>1.10</td></tr><tr><td>Year 3 (2021-22)</td><td>1.21</td></tr><tr><td>Year 4 (2020-21)</td><td>1.33</td></tr><tr><td>Year 5 (2019-20)</td><td>1.46</td></tr></table>	Multiplying Factor		Current Year 1 (2023-24)	1.00	Year 2 (2022-23)	1.10	Year 3 (2021-22)	1.21	Year 4 (2020-21)	1.33	Year 5 (2019-20)	1.46	<p>NOTARY Public with regard to the private works furnished by Him/Her/Them other than Government / Quasi government organisation. for each of the committed and ongoing works should be furnished in the format prescribed in Schedule 'D'.</p> <p>v. Bidding capacity calculation shall be submitted as per Schedule 'G' and same shall be certified by a Chartered Accountant</p>
Multiplying Factor														
Current Year 1 (2023-24)	1.00													
Year 2 (2022-23)	1.10													
Year 3 (2021-22)	1.21													
Year 4 (2020-21)	1.33													
Year 5 (2019-20)	1.46													
CRITERIA VI														
6(a)	The Tenderer should not have any of his / their contract terminated / rescinded due to breach of contract attributable to the Tenderer during the immediate past "FIVE" years.	Sworn-In-Affidavit in Hundred Rupees Non-Judicial Stamp Paper duly certified by the Notary Public should be produced. (Specimen appended vide Schedule 'K').												
6(b)	The Tenderer should not have been blacklisted by TIDCO or any other Government agency / Central and State Public Sector Organizations.	<p>i. Duly notarized affidavit for not having black listed either by TIDCO or by any other Govt. agencies as per Schedule 'L' shall be submitted</p> <p>ii. Further, if the TENDERER is found to be blacklisted in India before award of contract by any Government Agency, the bid will be rejected.</p>												
6(c)	Tenderer shall submit information regarding current litigation / debarring	Tenderer shall submit the details in format prescribed in Schedule 'J'												
CRITERIA VII														
7(a)	The Tenderer shall have the following Construction Equipment, Tools and Plants exclusively available with him own or under lease to be deployed for this work.	i. Attested Xerox copy of the RC Books for the Machineries mounted on												

Clause	Qualification Criteria			Evidence to be produced:
	Sl.No	Name of the Equipment	Requirement	Trucks, Lorries, Tippers, etc. ii. Certificate issued by the Chartered Accountant clearly stating the details of Machineries, Tools and Plants owned by the Tenderer with year of purchase, capacity, present working condition, etc. ii. If the Tools and Plants or Machineries are proposed to be taken on leasehold or already on leasehold with the Tenderer, the source from which the same have been taken on lease / proposed to be taken on lease along with attested true copy of the Lease Agreement, entered into, lease period, etc. should be furnished. Tenderer shall furnish the details as prescribed in Schedule-H
	1	Ready Mix Plant (Concrete CP30)	1No.	
	2	Transit Mixer	2Nos	
	3	Backhoe Loader	1No.	
	4	Frontend loader (JCB)	2Nos	
	5	Excavator	1No.	
	6	Loading Tippers	5 Nos	
	7	Tractor	1No.	
	8	Pneumatic Tyre roller	1No.	
	9	Water Tanker	1No.	
	10	Motor Grader	1No.	
	11	36m Concrete Boom Placer	1No.	
	12	concrete Static Pump	1No.	

CRITERIA VIII

8(a)	The Tenderer shall have key technical personnel under regular employment with minimum Field Experience noted against each, available as detailed below exclusively for this work. In addition to following key personnel non-key personnel required are also to be employed according to the requirement. Construction Phase:			i. Educational certificates/Degree Certificates are required for the key technical personnel, a) Name b) Qualification c) Total Experience d) Under Regular Employment with the Tenderer since e) Emoluments being paid ii. List of Technical Personnel proposed to be
	S.No	Position	Qualification	Years of experience
	1	Project Manager	BE(Civil/Mech/Elec)	10
	2	Project Engineer-Civil	BE(Civil)	8

Clause	Qualification Criteria				Evidence to be produced:
	3	Project Engineer-Electromechanical	BE(Mech/Elec)	8	employed for this project along with their willingness letters, Attested Xerox copy of the Testimonials in support of the Technical Qualification of the Personnel proposed to be deployed. iii. If required numbers of Technical Personnel are not under permanent / regular employment of the Tenderer, the details such as Name, Qualification, Span of Experience, etc., of the Personnel proposed to be employed exclusively for this work along with their willingness letters, attested xerox copy of the testimonials in support of their Technical Qualifications should be produced. Even though the applicants meet the above criteria, they are subject to disqualify if they have: <ul style="list-style-type: none">• Made misleading or false representation in the form, statements and attachment submitted. and/or• Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributed to the non-performance of the contractor, consistent history of
	4	Project Engineer-Process	BE(Environmental)	8	
	5	QA/QC	BE(Civil/Mech/Elec)	8	
	6	Billing Engineer	BE(Civil/Mech/Elec)	8	
	7	HSE officer	BE(Mech/Elec)	8	
	Operation & Maintenance Phase				
	S.No	Position	Qualification	Number of Persons required	
	1	Plant Operators (3 Shifts)	ITI / Diploma	3 Nos	
	2	Helpers Cum Reliever	ITI / Diploma	1 No	
	3	Supervisor	ITI / Diploma	1 No	
	4	Fitter	ITI / Diploma	1 No	
	Note: The manpower requirement for Operation & Maintenance is indicative and only for evaluation purpose. The persons mentioned in S. No. 1 to 4 should also have “ Similar Work Experience ” of Sewage Treatment Plant (STP) Plant Operation & Maintenance works.				

Clause	Qualification Criteria	Evidence to be produced:
		<p>litigation awarded against the applicant or financial failure due to bankruptcy.</p> <p>Tenderer shall furnish the details as prescribed in Schedule-I</p>
8(b)	Encumbrance Certificate	<p>The Tenderer should produce Encumbrance Certificate issued by the Registration department on the properties listed out in the solvency Certificate in the name of applicant for the period from the date of issue of solvency up to the date of publication of tender notice</p> <p>Note: "The Tenderer may submit either a Banker's Solvency Certificate or a Revenue Solvency Certificate. However, if a Banker's Solvency Certificate is submitted, an Encumbrance Certificate is not required. In case a Revenue Solvency Certificate is submitted, the Tenderer must also provide an Encumbrance Certificate."</p>

Note: -

1. Copies of the documentary evidence in support of the pre-qualification requirements should be submitted with due attestation by the competent authority.
2. The tenderers should furnish the original documents if called for at the time of tender evaluation to verify the copies of documentary evidence furnished along with the pre-qualification documents.
3. The audited balance sheet/profit and loss account etc., to be furnished by the tenderers should be properly endorsed by the auditors as "verified with reference to the particulars furnished by the individual and found to be correct".

SECTION – V
TECHNICAL DOCUMENTS TO BE SUBMITTED
ALONG WITH BID

SECTION-V

TECHNICAL DOCUMENTS TO BE SUBMITTED ALONG WITH BID: -

Tenderer must provide all information necessary for complete **4000 KLD CAPACITY SEWAGE TREATMENT PLANT (STP) BASED ON MEMBRANE BIOREACTOR (MBR) TECHNOLOGY** for evaluation by the Employer, including drawings, design calculations, technical specifications, datasheets proposed construction/installation methodology and other relevant details as specified below. Any bid without the below information will be considered as non-responsive. Bid must satisfy the Employer's performance requirements as set out in the Bid documents.

The Tenderers must submit the following technical details along with his bid.

- a) Treatment methodology
- b) Technical Data Sheet
- c) List of Equipment and unit sizing calculation.
- d) Process flow diagram, P&ID, GA Layout.
- e) Power consumption statement
- f) Statement of Chemical consumption.
- g) Proposed construction & installation methodology

The Tenderer shall declare and submit the Process Guarantee in accordance with **Schedule 'O'** at the time of bid submission

SECTION – VI
SCHEDULES

SCHEDULE-A

STRUCTURE AND ORGANISATION OF TENDERER

1	Name of the Tenderer	:	
2	Status	:	
a	Individual contractor	:	
b	Sole proprietary Firm	:	
c	Firm in Partnership	:	
d	Private Limited company	:	
e	Public Limited Company	:	
f	Joint Venture	:	
3	Head / Registered Office address of the Tenderer with Phone / Telex / Fax Number	:	
4	Local Office (if any) Address with Phone / Telex / Fax Number	:	
5	Field of Activity of the Tenderer as per Deed of Partnership / Articles of Association (Civil Engineering Contractor / General Engineering Contractor, etc., shall be specified)	:	
6	Country and year of Incorporation	:	
7	Main line of business	:	
8	Names, Position, Status, Capacity etc., of the Personnel / Directors of the company (Attach Organisation Chart showing the structure of the Company / Firm)	:	
9	Name, Capacity and Address of the signatory who has signed the Tender Documents [Attested copy of Authorisation issued (either by Registered Power of Attorney or as per Articles of Association) in favour of the Signatory to sign the Price Tender / Agreements should be appended].	:	

Dated Signature of the Tenderer with Seal

SCHEDULE-B

FINANCIAL CAPABILITY

1	Name and Address of the Tenderer	:		
2	Income Tax PAN Number	:		
3	GST Registration Number	:		
4	Annual Turnover as per Income Tax returns filed for the past "FIVE" years	:	Tax Year	Rs in lakhs
	A	:	2019-2020	
	B	:	2020-2021	
	C	:	2021-2022	
	D	:	2022-2023	
	E	:	2023-2024	
5	Annual Turnover as per audited statement of Accounts duly certified by the Chartered Accountant during the preceding "FIVE" years (Attach Balance Sheets, Profit and Loss A/c)	:	Financial Year	Rs in lakhs
	A	:	2019-2020	
	B	:	2020-2021	
	C	:	2021-2022	
	D	:	2022-2023	
	E	:	2023-2024	
6	Financial Position			
	a. Cash in hand	:		
	b. Cash in Bank / Banks	:		
	c. Current Assets	:		
	d. Current Liabilities	:		
	e. Working capital	:		
	f. Net worth	:		
7	Outstanding value of works already committed and ongoing Projects and	:		

	Time available for completing the Committed / ongoing Projects. (Details for each Project should be furnished in Schedule "D")		
8	Amount available in Capital Account	:	Rs. in lakhs
	(a) Paid up share capital (of Partners or Share Holders)	:	
	(b) Called up and subscribed share capital	:	
	(c) Reserves under Capital Account	:	
	(d) Surplus under Capital Account	:	
	Total	:	
	Net Profit before Tax during the preceding "FIVE" Years		Rs. in lakhs
	A	:	2019-2020
	B	:	2020-2021
	C	:	2021-2022
	D	:	2022-2023
	E	:	2023-2024
9	Tenderers financial arrangements	:	Rs. in lakhs
	(a) Own resources	:	
	(b) Cash Credit / Over Draft facilities extended by Banks	:	
	(c) Other source (Specify the source)	:	
	Total	:	

Dated Signature of the Tenderer with Seal

SCHEDULE-C
DETAILS OF SIMILAR COMPLETED PROJECTS

Name of Tenderer: -

Criteria-I

Specific Construction Experience							
Year	Name of Work	Name of Employer	Quality of work performed			Capacity in KLD	Remarks (Indicate Contract Ref)
			Sewage Treatment Plant				
			Preliminary	Secondary including MBR system	Disinfection system		

Criteria-II

Experience in O&M					
Year	Name of Work	Name of Employer	Capacity of Sewage Treatment Plant	Value of Contract (Rs.)	Remarks (Indicate Contract Ref)

Dated Signature of the Tenderer with Seal

Note: -

1. Letter of award/ agreement/ work order of the project shall be submitted
2. Work completion certificate/handing over certificate from the Employer of the project should be furnished.
3. For private parties, the Tenderer should produce the Work completion certificate issued by the Competent Authority/Authorized signatory of the organisation/ Employer of the project and shall be got authenticated by the NOTARY Public

SCHEDULE-D

DETAILS OF ONGOING WORKS

Name of Tenderer: -

Sl. No	Name of project with location	Name / designation of the employer or owner	Agreement No	Total value of the project as per agreement	Period of completion stipulated in the agreement	Date of commencement of the project	Balance period available for completing the remaining portion of the project	Value of work so far completed (In Rs.)	Value of remaining portions of the project to be completed (In Rs.)	Physical progress or Present stage of project	Remarks

Dated Signature of the Tenderer with Seal

Note: -

1. Letter of award/ agreement/ work order of the project shall be submitted

SCHEDULE-E

REVENUE/BANKER SOLVENCY CERTIFICATE

To

The Managing Director,
TIDCO,
No.19-A, Rukmini Lakshmipathy Road, Egmore, Chennai-600 008.

Dear Sir,

This is to certify that to the best of our knowledge and information,
M/s....., (address), a customer of our Bank is
respectable and be treated as good for an engagement up to a sum of Rs.
(Solvency amount) only as on (Date of certificate)

This certificate has been issued without any risk and responsibility on the part of the
Bank or any of its officers.

This certificate is issued at the specific request of the customer.

Yours faithfully,

forBank

Bank Officer with designation

SCHEDULE-F

NETWORTH CERTIFICATE

(on the Letterhead of Registered/ Practicing Chartered Accountant)

This is to certify that the Net worth of M/s. is Rupees

Only as on _____. It is further certified that the computation of Net worth, based on my/our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

Place:

Date:

For (Name of Accounting Firm)

Name of Partner Chartered Accountant Membership Number

(Rubber Stamp)

SIGNATURE OF THE TENDERER
(With seal and Address)

SCHEDULE-G

CALCULATION OF BID CAPACITY

(Tenderer to calculate bid capacity in line with Criteria V & Certified by a Chartered Accountant)

SCHEDULE – H

CONSTRUCTION EQUIPMENT

Details of machineries, construction equipment, tools and plants that could be deployed by own or under lease exclusively for this project

Name of Applicant: -

Sl. No	Name of machineries / equipment / Vehicles / Tools and plants	Total requirement for this project	Owned by the tenderer		
			Nos	Year of purchase, make and capacity	Present working condition
Construction Phase					
1	Ready Mix Plant (Concrete CP30)	1No.			
2	Transit Mixer	2 Nos			
3	Backhoe Loader	1 No.			
4	Frontend loader (JCB)	2 Nos			
5	Excavator	1 Nos			
6	Loading Tippers	5 Nos			
7	Tractor	1 No.			
8	Pneumatic Tyre roller	1 No.			
9	Water Tanker	1 No.			
10	Motor Grader	1 No.			
11	36m Concrete Boom Placer	1 No.			
12	concrete Static Pump	1 No.			

Dated Signature of the Tenderer with Seal

Note:

For the equipment currently under lease with the tenderer, date of expiry of lease period shall be furnished.

SCHEDULE-I
KEY TECHNICAL PERSONNEL

Details of key technical personnel under regular employment of the tenderer who can be made available exclusively for this project

Name of tenderer: -

Sl. No	Designation	Minimum requirement for the project	Name	Technical qualification	Under regular employment with applicant since	Total span of experience	Salary being paid	Remarks
Construction Phase								
1	Project Manager (Exp 10 years)	BE(Civil/Mech/Elec)						
2	Project Engineer-Civil (Exp 8years)	BE(Civil)						
3	Project Engineer - Electromechanical (Exp 8years)	BE(Mech/Elec)						
4	Project Engineer - Process (Exp 8years)	BE(Environmental)						
5	QA/QC (Exp 8 years)	BE(Civil/Mech/Elec)						
6	Billing Engineer (Exp 8 years)	BE(Civil/Mech/Elec)						
7	HSE Officer (Exp 8 years)	BE(Mech/Elec)						
Operation and Maintenance Phase								
1	Plant Operators (3 Shifts)- 3 Nos	ITI / Diploma						
2	Helpers Cum Reliever- 1 No	ITI / Diploma						
3	Supervisor- 1 No	ITI / Diploma						
4	Fitter- 1 No	ITI / Diploma						

Enclosures: Curriculum Vitae, attested Xerox copy of the Testimonials in support of the Technical Qualification of the Personnel proposed to be deployed along with their willingness letters.

Dated Signature of the Tenderer with Seal

SCHEDULE-J

Information regarding current litigation / debarring/ Expelling of the tenderer or abandonment of work by the tenderer

1 (a)	Is the Tenderer or Any of it's Constituent Partners currently involved in any Arbitration / Litigation relating to the contract works	:	Yes / No
(b)	If "Yes", furnish details thereon	:	
2 (a)	Has the Tenderer or any of it's Constituent Partners been Debarred / Expelled by any Agency in the preceding "Five" years	:	Yes / No
(b)	If "Yes", furnish details thereon	:	
3 (a)	Has the Tenderer or any of it's Constituent Partners failed to complete and Abandoned any contract work in the preceding "Five" years	:	Yes / No
(b)	If "Yes", furnish details thereon	:	

Dated signature of the Tenderer with seal

Note:-

1. If any information in this schedule is found to be incorrect or concealed the tender will be summarily rejected.

SCHEDULE-K

AFFIDAVIT

**(To be furnished in a Hundred Rupees Non - Judicial Stamp Paper duly
certified by Notary Public)**

1. I / WE the undersigned do hereby solemnly declare that all the statements made in the Documents, Records etc., attached with this Tender are True and Correct.
2. I / WE the undersigned do hereby declare that neither my / our firm / company nor any of its Constituent Partners have abandoned any work / works of similar nature and magnitude in the past "Five" years.
3. I / WE the undersigned do hereby declare that any of the Contracts awarded to me/us has not been Terminated / Rescinded, due to breach of contract on my/our part, during the past "Five" years.
4. I / WE the undersigned authorize(s) and request(s) any Bank / Person / Firm / Corporation / Government Departments to furnish pertinent information deemed necessary and requested by The Managing Director, TIDCO, No.19-A, Rukmini Lakshmipathy Road, Egmore, Chennai-600 008 to verify the statements made by me / us or to assess my / our Competence and Reputation.
5. I / We the undersigned, understand(s) that further qualifying information / clarifications on the statements made by me / us may be requested by The Managing Director, TIDCO, No.19-A, Rukmini Lakshmipathy Road, Egmore, Chennai-600 008 and agree(s) to furnish such information / clarification within "SEVEN" Days from the date of such request from The Managing Director, TIDCO, No.19-A, Rukmini Lakshmipathy Road, Egmore, Chennai-600 008.

Dated Signature of the Tenderer with seal

SCHEDULE-L

AFFIDAVIT - NON -BLACKLISTING

(Undertaking should be furnished in a Hundred Rupees Non - Judicial Stamp Paper
with the Tender and certified by the Notary Public)

Date.....

We, -----(name of the applicant) hereby undertake & confirm that our
firm/company or partners / share holder had not been blacklisted by TIDCO or by any
Government Agencies.

SCHEDULE-M

UNDERTAKING

(Undertaking should be furnished in a Hundred Rupees Non - Judicial Stamp Paper with the Tender and certified by the Notary Public)

I / We _____ the Tenderer do hereby undertake that I / we will abide by the Terms and Conditions, if any modified by the Government, in the Contract Conditions Subsequent to submission of Tender or subsequent to execution of the Agreement.

Dated _____ Signature of the Tenderer with Seal

CERTIFICATE OF THE NOTARY PUBLIC

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence and signed before me....., on this day
.....

(SIGNATURE OF NOTARY PUBLIC WITH SEAL)

SCHEDULE-N

DECLARATION

Date:

To

Tamilnadu Industrial Development Corporation Limited

No.19-A, Rukmini Lakshmipathi Road,

Egmore, Chennai-600008.

Dear Sir,

Sub: Declaration from TENDERER for Tender for CONSTRUCTION OF 4000 KLD CAPACITY SEWAGE TREATMENT PLANT (STP) BASED ON MEMBRANE BIOREACTOR (MBR) TECHNOLOGY WITH 2 YEARS OF OPERATION AND MAINTENANCE ON TURNKEY BASIS AT FINTECH CITY IN NANDAMBAKKAM VILLAGE, ALANDUR TALUK, CHENNAI DISTRICT.

We hereby confirm that the tender documents such as Cover I, Cover II, List of Approved Makes, Technical Specification, Tender drawings, Bill of Quantities, Pre bid Clarifications, Corrigendum etc have been downloaded and studied by us.

Thanking you,

Yours Faithfully,

Authorised Signatory

Company Seal / Rubber Stamp

SCHEDULE-O

PROCESS GUARANTEE

The Tenderer shall achieve the Process Guarantee Outlet parameters value that are given in the table below.

Treated Sewage Quality for Flushing / Horticulture

Sr. No.	Parameters	Values
1.	pH	6.5– 8.3
2.	Oil & Grease, mg/lit	<10
3.	Total suspended solids, mg/lit	AA
4.	BOD, mg/lit	<6
5.	COD, mg/lit	<50
6.	Total nitrogen (N), mg/lit	<10
7.	Total phosphorous, mg/lit	<1
8.	Coli forms per 100mL, mg/lit	Nil
9.	Turbidity (NTU)	<2

- *Note: AA – as arising when other parameters are satisfying.*

Treated Sewage Quality for HVAC makeup water

Sr. No.	Parameters	After RO Treatment
1.	pH	6.5– 8.3
2.	Hardness mg/lit	<50
3.	Total Dissolved Solids mg/lit	<250

Dated Signature of the Tenderer with seal

ANNEXURE – 1

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

Date: _____

To,

M/s Tamilnadu Industrial Development Corporation Limited,
No.19-A, Rukmini Lakshmipathi Road,
Egmore, Chennai-600008

Bank Guarantee No.: _____

This Deed of Guarantee executed by the, _____ Bank, constituted under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 having its Registered Office at _____ and its Central Office at _____ (hereinafter referred to as "**the Bank**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, executors and/or assigns) in favour of Tamilnadu Industrial Development Corporation Limited, a company incorporated under the Companies Act, 2013 and having its Registered Office at No.19-A, Rukmini Lakshmipathi Road, Egmore, Chennai-600008 (hereinafter referred to as the "**TIDCO**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, and/or assigns).

WHEREAS 'M/s _____, a company incorporated under the Companies Act, 1956/ Companies Act, 2013 having its Head Office at _____, hereinafter called "Tenderer" (which expression shall include its successors, administrators, executors and/or permitted assigns) has represented to us that it intends to participate in the Bid for **CONSTRUCTION OF 4000 KLD CAPACITY SEWAGE TREATMENT PLANT (STP) BASED ON MEMBRANE BIOREACTOR (MBR) TECHNOLOGY WITH 2 YEARS OF OPERATION AND MAINTENANCE ON TURNKEY BASIS AT FINTECH CITY IN NANDAMBAKKAM VILLAGE, ALANDUR TALUK, CHENNAI DISTRICT.**

AND WHEREAS under the terms thereof, as represented by the Tenderer and as verified by us, an irrevocable Bank Guarantee in lieu of Earnest Money Deposit for an amount of **Rs** _____ and operative till _____ days is required to be submitted by the Tenderer as a condition precedent for participation in the said Bid, which amount is liable to be forfeited on the happening of any of the events, contingencies mentioned in the Bid Document, of which we are aware.

Now, therefore, we the _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1969 and branch office at _____ (hereinafter referred to as the "**Bank**") do hereby undertake and agree as follows:

- Irrevocably guarantee and undertake to pay TIDCO immediately on demand any or, all monies payable by the Tenderer under the said contract to the extent of Rs _____ /- (Rupees _____ only) as aforesaid at any time up to _____ without any demur, reservation, contest, recourse to TIDCO or protest and/or without any reference to the Tenderer.
- Guarantee that the guarantee hereby contained shall be irrevocable and shall continue to be enforceable till TIDCO discharges this guarantee. We undertake to pay TIDCO, merely upon its first written demand declaring the Tenderer to be in default under the Contract, without demur, reservation, contest, recourse to TIDCO, protest, cavil or argument and without referring to any other sources (including the Tenderer), any sum or sums within the limits of Rs _____ /- (Rupees _____ only) as aforesaid, without TIDCO needing to prove or to show grounds or reasons for its demand or the sum specified therein.
- Agree that the guarantee herein contained shall continue to be enforceable till the sum due to the TIDCO is fully paid and claim satisfied or till _____, whichever is earlier.
- Agree that Bank's liability being absolute and unequivocal, any such demand made by TIDCO shall be conclusive and binding on the Bank as regards the amount due and payable by the Bank under this Guarantee, notwithstanding any difference between TIDCO and Tenderer or any dispute or disputes raised/ pending before any court, tribunal, arbitrator or any other authority.
- Further agree that TIDCO shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or extend time of performance by the Tenderer from time to time or to postpone for any time or time to time any of the powers exercisable by TIDCO against the Tenderer and to enforce or to forbear to enforce any of the covenants contained or employed in the said Contract or any other course of remedy or security available with TIDCO and we shall not be relieved from our obligation, liabilities or any of them by reasons of such variations, or extension being granted to the Tenderer or for any forbearance, act or omission on the part of TIDCO or any indulgence by TIDCO to the Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us
- Undertake not to revoke this guarantee during its duration without the previous written consent of TIDCO
- The liability of the Bank to make payment to TIDCO as stated hereinabove shall not be discharged, released, affected or impaired in any way by reason of any one or more of the following:
 - a) any dispute between TIDCO and the Tenderer;
 - b) any suit or proceeding regarding the subject matter of the Contract;
 - c) insolvency, liquidation, winding up, dissolution or cessation of business by the Tenderer;
 - d) any negligence, omission or failure on the part of TIDCO to commence any proceedings against the Tenderer under the Contract; or
 - e) any concession, failure, time or leniency granted to the Tenderer by TIDCO.
- Further agree that the decision of TIDCO as to the amounts payable by the Bank to

TIDCO hereunder shall be final, conclusive, and binding on the Bank.

- Also agree that TIDCO at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Tenderer and notwithstanding any security or other guarantee TIDCO may have in relation to the Tenderer's liabilities
- This guarantee will not be discharged due to the change in the constitution of the Bank or of the Tenderer or of TIDCO.
- Reiterate that any demand for payment under the guarantee must be received by us at the issuing bank on or before _____. Should we receive no claim from TIDCO by the expiry date, this guarantee shall become null and void, without need for any other advice and even if this document is not returned to us
- Declares that it has power to issue this Guarantee and the undersigned has full power to approve execution, delivery and the performance of the Guarantee

Provided that the liability of the Bank under this Guarantee shall not exceed the said amount of Rs _____ /- (Rupees _____ only). Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in Bangalore and shall be governed by and construed in accordance with the Laws of India.

This security is valid until the _____ day of _____ month of _____.

This Bank Guarantee shall be extended from time to time for such period (not exceeding one year), as may be desired by the Tenderer on whose behalf this Guarantee has been given.

Notwithstanding anything contained herein above:

- Our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only)
- This guarantee shall remain in force until _____
- Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be released and discharged from all liability thereunder whether or not the original guarantee is returned to us.

Date _____

Place _____

Signature _____

Printed Name _____

Designation _____

Bank's common seal _____

Witness With full name & Address

(1) _____

(2) _____

DEPONENT ATTESTED BY (NOTARY PUBLIC)

ANNEXURE – 2

FORMAT FOR JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
..... --

AMONGST

1., {a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company} incorporated under the Companies Act, 2013^y and having its registered office at (hereinafter referred to as the “**First Party (Lead member)**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2., {sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company} incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the “**Second Party (JV Member)**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) Tamil Nadu Industrial Development Corporation (TIDCO), represented by its Chairman & Managing Director and having its principal offices at 19-A, Rukmini Lakshmipathi Salai, Egmore, Chennai - 600 008, India(hereinafter referred to as the “TIDCO” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

A Tenderer who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

has invited Bids (the "Bids") by its Request for Proposal No. dated
(the "RFP") for **"CONSTRUCTION OF 4000 KLD CAPACITY SEWAGE TREATMENT PLANT (STP) BASED ON MEMBRANE BIOREACTOR (MBR) TECHNOLOGY WITH 2 YEARS OF OPERATION AND MAINTENANCE ON TURNKEY BASIS AT FINTECH CITY IN NANDAMBAKKAM VILLAGE, ALANDUR TALUK, CHENNAI DISTRICT."**

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment and in accordance with the terms of the RFP, and the Consultancy Services Agreement, in case one such Agreement is entered into.

4. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its

properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Assignment is achieved under and in accordance with the Agreement, in case the Assignment is awarded to the Consortium. However, in case the Consortium is either not qualified for undertaking the Assignment or does not get selected for award of the Assignment, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by TIDCO to the Bidder, as the case may be.

6. Miscellaneous

6.1 This Joint Bidding Agreement shall be governed by laws of India.

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

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

**SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND
DELIVERED**

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

***SIGNED, SEALED AND DELIVERED
DELIVERED***

For and on behalf of

THIRD PARTY

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND

For and on behalf of

FOURTH PARTY

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same

should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and TIDCO to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.