

Tender Schedule for the maintenance of UPS (12Nos of MICROTEK) at Head office No.31, Kamarajar Salai, Chepauk, Chennai-05 for one year from 2022 - 2023

TENDER SCHEDULE

1. Total Number of pages in the Tender Schedule 20
2. Cost of Tender Schedule (Rs.1000 + GST)
Rs.1120.00
3. Details of remittance of cost of Tender schedule
Furnish whether by cash or Demand
Draft Receipt No. & Date
4. To whom issued
5. Date of issue

Sd/-20.07.2022

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

CHECK SLIP

(To be filled in by the Tenderer)

1. Name of the Work :
2. Date of tender opening :
3. Have you enclosed E.M.D. in the form of :
D.D. (If so furnish the details)
4. Have you enclosed the following :
- a. Valid NSIC Registration Certificate, if you : Yes/No
are registered under SSI.
- b. Valid SSI Registration Certificate, if you : Yes/No
are registered under SSI.
- c. Attested photo copy of latest Income Tax : Yes/No
Clearance Certificate.
- d. Attested photo copy of GST Registration : Yes/No
Certificate.
5. Do you agree to abide by the : Yes/No
Departmental conditions and
specifications.
Note: Tenderer not accepting the
conditions is liable to be rejected
6. Have you quoted the rates only in the : Yes/No
Departmental Tender Schedule.
7. Do you accept the Departmental payment : Yes/No
conditions.
8. Have you enclosed the Tender Schedule : Yes/No
and terms and conditions duly signed.

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

Important Note:

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

Applicability of Tamil Nadu Transparency in Tender Act.1998

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

CONTRACTOR**DEPUTY CHIEF ENGINEER (CM)**

QUESTIONNAIRE TO BE ENCLOSED ALONG WITH THE TENDER FOR THE MAINTENANCE OF UPS (12NOS OF MICROTEK) AT HEAD OFFICE FOR ONE YEAR FROM 2022 -2023.

1. Name and Address of the :
Organisation with Phone No,
Landline Nos., and Mobile No.
Email Address:
Website:
2. a.Ownership details :
i.Individual
ii.Partnership
iii.Company or Corporation
b.Whether small scale industry or
Medium industry or large industry
3. Experience certificate along with :
performance and value of work
order from the firm.
4. Whether you agree for the :
departmental Clause
5. Whether departmental payment :
condition is accepted?
6. Furnish details of certificates, :
documents, etc. enclosed by you
with the tender

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Bidder's Qualification Criteria

1. The company should have experience in UPS establishment/maintenance for Govt / PSU / Statutory Board.
2. Should have established/maintained UPS components with a work order worth more than 1 lakh in single order or aggregately two orders in the last three years.

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**TAMILNADU WATER SUPPLY AND DRAINAGE BOARD
31, KAMARAJAR SALAI, CHEPAUK, CHENNAI-5**

NOTICE INVITING TENDER

(Percentage Tender) Single cover system

IFB.No. 1 /F.19722 /UPS (12NOS OF MICROTEK) / EDP/ 2022/Dated:20.07.2022

For and on behalf of Tamil Nadu Water Supply and Drainage Board, sealed tenders in the prescribed format under "Single cover system" for the following work will be received from the experienced contractor /Agencies / Firms by the Deputy Chief Engineer(CM), TWAD Board, Head Office, No.31, Kamarajar Salai, Chepauk, Chennai-05 up to 3.00 PM on the date specified below and opened on the same day at 3.30 PM (as per office clock) in the presence of tenderers or their authorized representatives.

| Name of work | Bid Security (in Rs.) | Cost of bid document including GST (in Rs.) | Period of sale and contact person | Last date for submission of bids | Date and time of opening of Tender. |
|--|----------------------------------|--|--|---|--|
| Maintenance of UPS (12NOS OF MICROTEK) at Head office for one year from 2022 - 2023 | Rs.2,050/- | Rs.1,120/- (Rs.1,000 +GST Rs.120/-) | 20.07.2022 – 27.07.2023 up to 5.45 PM DCE(CM), H.O., TWAD Board, Chennai-5 | 28.07.2022 up to 3.00 PM | 28.07.2022 at 3.30 PM |

2. If the due date fixed for the receipt of tenders is declared to be a holiday for TWAD Board, the receipt of tenders shall be on the succeeding day at the time specified.
3. The Tender documents which are not transferable, can be purchased on payment of Rs.1,120/- (Rupees one thousand one hundred and twenty only) including taxes by cash or demand draft on any Nationalized Bank in favour of the Deputy Chief Engineer(CM), TWAD Board, No.31, Kamarajar Salai, Chepauk, Chennai-5. If the tender documents are required by post Rs.500/- (Rupees five hundred only) extra has to be paid towards the postal charges. The TWAD Board will not undertake any responsibility for the damage, loss or delay caused, if any in transit of the tender documents through post. The cost of tender documents will not be refundable on any account.
4. Each tenderer must pay an Earnest Money Deposit Rs.2,050/- (Rupees Two thousand and Fifty only) in the form of demand draft drawn in any Nationalised Bank payable at

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Chennai in favour of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-05.

The Earnest Money Deposit will not bear any interest. Bank guarantee and party cheque will not be accepted towards the earnest money deposit. The Board will not accept letters authorizing the Board to adjust amount towards the Earnest Money deposit either from pending bills of the tenderer or from their deposits held by the Board for any other works. Tenders not accompanied by EMD will be rejected. If the tenderer is exempted from payment of EMD/SD the tenderer shall enclose the authenticated proof of such exemption along with the tender.

5. Tenders together with the EMD should be submitted in a sealed cover, and the same should be addressed to the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-super scribing "Maintenance of UPS (12Nos of MICROTEK) at Head office, Chennai-05".

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

- 5.2 Tenders, if delivered in person should be deposited in the tender box kept in the room of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-05. The Tender Box will be closed at 3.00 PM as per this office clock on **28.07.2022**. Tender received after the specified time on the due date will be summarily rejected. Belated receipt of sealed tenders either due to postal delay or any other reasons whatsoever will not be considered.

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

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

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

6. The tenders will be opened by the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-05 at 3.30 P.M. on **28.07.2022** in the presence of such tenderers or their authorized representatives, who choose to be present. The representative should produce proper identification/authorization to the satisfaction of the tender opening officer. Representatives who do not produce such authorization will not be admitted to be present at the time of opening of the tenders. At the appointed date and time the officer opening the price bid will read out the rates quoted by the tenderer.
7. The Tender should be valid for a period of 90 days from the date of opening of the tenders. Validity of tenders will be considered only from the original date of opening of the tender and not counted from the date of submission of tender or covering letter date etc.
8. The legal address of the tenderers should be furnished both in the covering letter as well as in the tender forms and schedules attached thereto.

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

LETTER OF TENDER

To

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

Sir,

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

- 1) Maintenance of UPS (12Nos of MICROTEK) at TWAD Board, Head office, Chennai-05 for one year. The commencement of the contract is from the date of signing of the agreement.
- 2) I/We have also quoted the price list of items of Schedule – A annexure (in words and figures).
- 3) I/ We hereby distinctly and expressly declare and acknowledge that before the submission of my/ our tender I/ We carefully followed the instructions in the tender notice and have read the general terms and conditions and specifications therein and do hereby agree to abide by the said terms and conditions.
- 4) I/We enclose herewith Rs.2,050/- (Rupees Two thousand and Fifty only) towards Earnest Money Deposit. If my/ our tender is not accepted, this shall be returned to me/ us on my/ our application when intimation is sent to me/ us on rejection of this tender or at the expiration of 90 days from the date of opening of this tender whichever is earlier. If my/ our tender is accepted, the Earnest Money Deposit shall be returned to me/ us after remitting 2% of the value of the order as security for the fulfillment of the contract in the form of NSC/Post Office Savings Deposit A/c purchased within Tamil Nadu and pledged in favour of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-05.

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- 5) If upon intimation being given to me/ us by the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-05 for acceptance of my/ our tender, I /We fail to enter into the required agreement within 15 days duly furnishing security deposit as defined, then I/ we agree for the forfeiture of the Earnest Money deposit. Any notice required to be served on me/ us hereunder shall be sufficiently served on me/us, if delivered to me/ us personally or forwarded by post to me/ us (Registered) or left at my/ our address given herein. Such notice, shall if sent by post be deemed to have been served on me/ us at the time when in due course of post, it would be delivered at the address to which it is sent.

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

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LETTER OF CONSENT

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

CONTRACTOR**CONTRACTOR****DEPUTY CHIEF ENGINEER (CM)**

INSTRUCTIONS TO BIDDERS

1) Description of works

Maintenance of UPS (12NOS OF MICROTEK) at TWAD Board, Head office, Chennai (for one year). The commencement of the contract is from the date of signing of the agreement.

2) Scope of the work

The following roles and responsibilities for maintenance of UPS (12Nos of MICROTEK) equipment at HO.

1. The AMC is comprehensive and covers all the spares except the conditions of Missing/Stolen parts in the UPS and DC backup source.
2. If any call for repair and services was not attended within the specified time, a penalty of Rs.250/- (Rupees two hundred and fifty only) per day per Unit delay will be enforced and recovered from the bill while making payment. Such penalty in total in the first half year if exceeds 5% of the total value of the contract, the contract is liable for termination.
3. If the failure to attend the call for repair and service occurs frequently affecting the normal functioning of the UPS, TWAD Board reserves the right to terminate the contract at any time without prior notice.
4. Within the AMC period, service calls should be attended with in 24hours. If the defect is not rectified with in a day necessary stand by should be provided, If not the defect will be rectified departmentally and the cost will be recovered from the bill.

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3) Qualification Criteria

- i. The company should have experience in UPS establishment/maintenance for Govt / PSU / Statutory Board.
- ii. Should have established /maintained UPS components with a work order worth more than 1 lakh in single order or aggregately two orders in the last three years.

4) Method of Tendering

- If the tender is made by an individual, the tender documents shall be signed by the individual with his name and address.
 - If the tender is made by registered firm, it shall be signed by the Managing Partner with full name of the firm and address.
 - If the tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 5)** The bids from the contractors / firms shall be accompanied by an attested copy of the valid Income Tax Clearance Certificate and latest GST Tax verification Certificate. If the firm / Contractor is not liable to the Sales Tax Department, the firm / Contractor should produce a valid certificate issued by the competent authority to this effect.
- 6)** The Bidder is expected to examine carefully all instructions, conditions, forms, Terms and specifications in the bidding documents. Failure to comply with the requirements of bid submission will be at bidder's own risk. Bids which are not substantively responsive to the requirements of the bidding documents are liable to be rejected.

7) Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, the Board may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by the issuance of an Addendum/Corrigendum.
- The Addendum / Corrigendum will be sent in writing or by email to all prospective bidders who have purchased the bidding documents and will be binding upon them. Prospective bidders shall promptly acknowledge the receipt of the communication thereof to the Board.
- In order to afford prospective bidders reasonable time in which to take an

addendum/corrigendum into account in preparing their bids, the Board may at his discretion, extend the deadline for the submission of the bids.

8) Language of Bid

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

9) Prices

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

10) Bid Validity

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

11) Bid Security (Earnest Money Deposit)

- The bidder shall furnish as part of his bid, the Bid Security (Earnest Money Deposit) of Rs.2,050/- (Rupees Two thousand and Fifty only) in the form of Demand draft drawn in a Nationalized Bank payable at Chennai in favour of the Deputy Chief Engineer(CM), TWAD Board, Head Office, Chennai -05.
- Any bid not accompanied by an acceptable form of Bid Security will be rejected by the Engineers as non responsive.
- The Bid Security of unsuccessful bidders will be returned without any interest within 15 days after a decision is taken on the tender.

12) Deadline for submission of Bids

The tender shall be received by the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai at his office not later than **3.00 p.m. on 27.07.2022**. The Engineer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with clause 7 above, in which case all rights and obligations of the Engineer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

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13) Mode of submission of Bid Documents

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

Deputy Chief Engineer
TWAD Board, Head Office
No. 31. Kamarajar Salai,
Chepauk, Chennai-5.

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

14) Late Bids

Any bids received after the dead line for submission of bids prescribed in accordance with Clause 12 above will not be considered and the same will be returned to the Bidder unopened.

15) Bid Opening

The tender will be opened by the Deputy Chief Engineer (CM), at **3.30 P.M.** on **28.07.2022** . in the premises of the office of the Deputy Chief Engineer,(CM), TWAD Board, Head Office, No. 31. Kamarajar Salai, Chepauk, Chennai. The bidders or their authorized representative desirous of attending opening of the bids may do so with proper authorization to represent. (In the event of specified date of bid opening being declared a holiday for the TWAD Board, the bids will be opened at the appointed time and location on the next working day)

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

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

16) Responsiveness of the Bids

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

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

If a bid in the opinion of the Deputy Chief Engineer (CM), is found to be substantially not

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

17) Evaluation and Comparison of Bids

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

- i. The Bid will be evaluated based on the compliances filled up in the Bid and also all the terms and conditions of the tender. The tenders that do not conform to the tender conditions and tenders from firms without adequate capabilities for execution of the work as per tender requirements shall be liable for rejection.
- ii. Tenders with incomplete information are liable for rejection.
- iii. The value based on the excess / less percentage quoted in the bid will only be taken into account for deciding the successful bidder as per acceptable negotiable value of tender in the case of excess percentage of lowest quoted tender.
- iv. If the bid of a successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate in the internal consistency of those prices with the construction methods and schedule proposed.
- v. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 19 of "Notification of Award" be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- vi. For tenders with any plus percentage and up to minus 5% over departmental value - 2% of the contract value.
- vii. for tenders with minus 5% and up to minus 15% over departmental value - 4% of contract value.
- viii. for tenders with more than minus 15% of departmental value - 5% of contract value.
- ix. TWAD Board reserves the right to negotiate with the successful Bidders.

18) Right to Accept or Reject the Bids

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

19) Notification of Award

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

20) Performance Security (Security Deposit) and Agreement

The successful bidder on getting the work order from the Engineer shall remit the Performance Security at 2% of the value of contract in the form of NSC/Post Office Savings Deposit A/c purchased within Tamil Nadu and pledged in favour of the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai 05 within 7 days from the date of work order and promptly enter into an Agreement with the Deputy Chief Engineer (CM), in the form specified for this purpose. The agreement should be executed within 15 days from the date of work order in the non judicial stamp paper of value not less than Rs.100/- purchased in the name of the contractor at his cost. The remittance of the required Security Deposit in the proper form and the conclusion of Agreement shall constitute the formal fulfillment of the contract.

21) Forfeiture of Bid Security (Earnest Money Deposit)

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

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22) Payment terms & schedule

- The payment shall be made at the end of the each quarter throughout the contract period, on the negotiated rates agreed upon and no advance payment will be made.
- Payment may be released up to :-
 - 95% of the quarterly bill.
 - 5% on successful completion of the contract period.
- The Payment is inclusive of GST. Any other Charges/Taxes like transportations cost, service charges or any tax levied by Govt. etc. will not be allowed. No increase in price will be entertained on any account.
- In the event of foreclosure of the contract, payment will be made in Prorate basis.
- The TDS amount, Penalty if any, will be deducted in the payment due to the Contractor.

The Contractor shall have full and exclusive liability for payment of all Taxes and other statutory payment payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed to the respective statutory authorities. TWAD Board will not be responsible or liable for default on payment of taxes to the statutory authorities.

23) Penalty

- On failure to provide minimum of 90% of resource availability at office, on every 2 occasions, a penalty of 0.5% on the quarterly bill will be levied.
- On failure to meet the conditions as per table in Clause 2 of "Scope of work", a penalty of 0.1% will be levied in the quarterly bill for every failure.
- Failures more than 5 occasions will be liable for contract termination

GENERAL CONDITION OF CONTRACT.

In the contract (as herein defined) the following words and expression shall have its meaning hereby assigned to them, except where the context otherwise require.

"Board" means the Tamil Nadu Water Supply and Drainage Board, a statutory body constituted under the Tamil Nadu Water Supply and Drainage Board Act 1971 having its office at No 31, Kamarajar Salai, Chepauk, Chennai -05 and any officer authorized to act on its behalf.

"Employer" means the Tamil Nadu Water Supply and Drainage Board and shall include the officers duly authorized to act on its behalf.

"Contract " means the person or persons, firm or company whose tender has to be accepted by the Employer and includes the authorized representatives, successors, heirs, executors, administrators.

SCHEDULE – B

TERMS AND CONDITIONS

1. The contract will be valid for one year from the date of signing the contract.
2. The rate quoted should be firm during the contract period.
3. No advance payment will be made at any cost.
4. The undersigned has empowered to withdraw the entire/part of the contract if necessary, without any prior notice.

SECURITY DEPOSIT AND AGREEMENT

- i) The security Deposit should be obtained only from Tamil Nadu State. The security deposit along with interest is liable to be forfeited either in full or in part for any breach of condition of contract or by default on the part of the contractor. The decision of the Joint Chief Engineer (COM), TWAD Board, Head Office, Chennai-5 shall be final.
- ii) The Security Deposit will be refunded upon satisfaction fulfillment of contract (i.e) after completion of the work and also after adjusting the amount due to TWAD Board. The Security deposit is liable to be forfeited in full or in part for any breach of the conditions of contract or any default on the part of Contractor.
- iii) The Security deposit remitted by the contractor will not carry any interest and the TWAD Board is not liable to pay interest on the above amount on any account. In Case of non observance or non fulfillment of any conditions stipulated in the contract, the contractor shall pay penalty amount equivalent to security deposit or an amount equal the actual incurred by the TWAD Board consequent on such breach of contract whichever is more in addition to forfeiture of Security deposit.

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iv) The non judicial stamp paper for a value of Rs.100/- and security deposit should be sent to the Deputy Chief Engineer (CM), TWAD Board, Head Office, Chennai-5 within 7 days from the date of receipt of order of the Board. If the contractor fails to furnish the stamp paper within the time specified in the order and fails to conclude the agreement within 7 days, the orders placed with the contractor will be cancelled at the risk and cost of the contractor and the EMD remitted by them will be forfeited.

5. Responsibility:

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

- i) Should not damage any TWAD Board properties.
- ii) Should not disturb normal official activities of TWAD Board officers / employees.

6. Reservation of Rights:

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

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

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

Sd/- 20.07.2022
Deputy Chief Engineer(CM),
TWAD Board, Chennai-5.