



**CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD**  
**CHENNAI- 600 002**

***CONTRACT NO: CNT/WSS/MWB/3668A/2025-26***

**REQUEST FOR PROPOSAL**

**FOR**

**Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli**

**VOLUME I**

**SUPERINTENDING ENGINEER (CONTRACTS & MONITORING)**  
**CHENNAI METROPOLITAN WATER SUPPLY & SEWERAGE BOARD**

**No.1, Pumping Station Road, Chintadripet, Chennai 600 002.**

**Telephone: 044 – 28451300; Fax: 044 – 28458181**

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<b><u>SECTION - 1</u></b>	
<b>NOTICE INVITING TENDER (NIT) THROUGH E-TENDER</b>	
Name of work	Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli
Tender No	CNT/WSS/MWB/3668A/2025-26
Place of Execution	Kattupalli, Minjur
Cost of Tender Schedule	Free of Cost to be downloaded in the e-procurement website <a href="https://tntenders.gov.in/">https://tntenders.gov.in/</a>
Period of Contract	45 days
Method of Tender	<b>Open Tender / Single cover - e-Tender System</b> (Online submission of EMD, Pre-Qualification Bid, Technical & Financial Bid)
Earnest Money Deposit (EMD)	Rs.24,800/- (Remitted through online only) <a href="https://tntenders.gov.in/">https://tntenders.gov.in/</a>
URL for Online Bid Submission for E-Tender	<a href="https://tntenders.gov.in/">https://tntenders.gov.in/</a>
Period of Bidding Availability of Documents on Website	FROM <b>11.09.2025 TO 25.09.2025</b>
Last Date & Time for Submission of EMD and submission of Bids Electronically	<b>25-09-2025 upto 15.00 Hrs</b>
Date & Time for opening of bids Electronically	<b>DATE: 26-09-2025      TIME: after 15:00 HOURS</b>
Contact Details	<b>secandm@gmail.com</b>
Tender Inviting Authority	Superintending Engineer, C&M, CMWSSB

## **SECTION 2 - LETTER OF INVITATION**

Dear Sir/Madam,

**Subject:** Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli

1. You are hereby invited to submit Pre-qualification, Technical and Financial proposals for appointment of Bidder for “Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli” in Tamil Nadu, which could form the basis for future negotiations and ultimately a contract between your firm and CMWSS Board.
2. The purpose of this assignment is for Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli for all works stipulated in the RFP document, as mentioned in the Terms of Reference (ToR).
  - 2.1 Client means CMWSS Board.
3. A firm will be selected under Least Cost Selection (LCS) procedures described in this RFP and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and RULES 2000 as amended from time to time.
4. The following documents are enclosed to enable you to submit your proposal:
  - a. Terms of reference (TOR) (Section 3)
  - b. Pre-qualification Criteria (Section 4)
  - c. A sample draft agreement of Contract for this assignment to be carried out by the Firm (Section 8) and Bank Guarantee
  - d. Details of Treatment Units in the 100 MLD SWRO Desalination Plant, Minjur

The clarifications and queries are to be sent to the following email-id [secandm@gmail.com](mailto:secandm@gmail.com). The Employer will respond to any request for clarification which he received earlier than 48 hours prior to the deadline for submission of bids. Employer's response will be published in e-tender portal including a description of the enquiry but without identifying its source.

5. The Submission of Proposals:
  - 6.1 The proposals should be submitted online through <https://tntenders.gov.in/> and the proposals should include EMD, Pre-qualification, Technical and financial and the forms given in the “Supplementary Information for Firms.”

6.2 The “Pre-qualification”, “Technical” and “Financial” proposals must be submitted online following the formats/schedules given in the Pre-qualification for firms (Annexure-2), supplementary information for firms (Annexure-3). The tenderer should pay the Earnest Money Deposit (EMD) of **Rs.24,800/-**electronically in <https://tntenders.gov.in/>. The EMD of unsuccessful firms will be returned as per the procedures of e-procurement system.

6.3 You will provide detailed breakdown of costs and fees in the format prescribed in Form 6.

Tender not accompanied by the required EMD in the requisite form as mentioned in the RFP / tender document shall be summarily rejected.

6.4 **Opening of proposal.**

The proposal will be opened electronically by the Superintending Engineer (C&M), CMWSS Board or his authorized representative in its office on 26-09-2025 after **15.00 hrs.**

6. **Evaluation**

7.1 A single-cover procedure would be adopted in evaluating the proposals:  
i) a pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Section 4)  
ii) a technical evaluation of the pre-qualified firms  
iii) a Financial evaluation

7.2 **Pre-qualification**

Firms who have the following qualifications may submit the proposal along with necessary proof. (*Assignment along with client certificate only be considered for evaluation*)

- The valuer shall engage individual IBBI registered Valuer for each of the asset classes of Land & Building, Plant & Machinery and Securities or Financial Assets. The valuer must be in the payroll of the bidder for the duration of the assignment under this tender.
- The valuation should be carried out by professionally qualified independent valuers on the role of bidder.
- The bidder should have valid PAN No. and GST No.
- The bidder should have themselves valued property/assets of at least one of Government / State Government / Public Sector Undertaking/ Govt Autonomous bodies / Banks / Ports in the last five years **in the water/wastewater treatment/desalination sector/power plants for a value of assets not less than Rs.10 Crore.** Those works in which the valuer has carried out the valuation as a sub-contractor are not eligible for qualification.

- Annual turnover of the Applicant should not be less than Rs.50 Lakh including G.S.T (Rupees Fifty Lakhs) in any one year of the 5 years preceding the FY 2024-25.
- The Bidder should have KYC Compliance.
- JV/Consortium Bids are not allowed.

Note: 1. The bidder should submit necessary documents as proof of eligibility for qualification as applicable.

2. The bidders are instructed to compulsorily visit the site before quoting the price bid. The certificate of permission for visiting the site can be obtained from the office of Executive Engineer, Minjur Desalination, CMWSSB. The certificate must be enclosed in the final tender document, failing which the bidder will be disqualified. The last date for obtaining the above certificate is **48 hours** before the date of tender opening.

Assignments done in India only will be considered either with Central Government / State Governments / Department / Urban Local Bodies / Government entities/ Public Sector Undertakings (Wholly / Partly owned by either State or Central Government or combine) in India. Private sector experience will not be considered.

### 7.3 Financial Proposal

The evaluation committee will determine if the Financial Proposals are complete and without computational errors. The Bidders are ranked as L1, L2, L3 and so on in an ascending order of evaluated value. The evaluation committee will determine if the financial proposals are complete and without computational errors.

The Client will select the lowest proposal ['evaluated' price] among those that have passed in the technical qualification criteria and invite them for negotiations. The lowest will be invited for negotiations.

## 8. Negotiations

- 8.1 Prior to the expiration period of proposal validity, the Client will notify the successful Bidder whose evaluated price is ranked as L1, in writing by registered letter, and invite them to negotiate the Contract value. Negotiations normally take a day. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 8.2 Negotiations will commence with a discussion of your technical, financial proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 8.3 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates **(after negotiation of the unit rates)**.

- 8.4 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Firms will finalize the contract to conclude negotiations.
- 8.5 The Contract will be awarded after successful negotiations, with the selected Firm as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 and amended there upon.
9. Fraud and Corrupt Practices
- 9.1 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, the time, cost and effort of the Client, without prejudice to the Client’s any other rights or remedy hereunder or in law.
10. Please note that the CMWSS Board is not bound to select any of the firm submitting proposals. Further, as quality is the principal selection criterion, the CMWSS Board does not bind itself in any way to select the firm offering the lowest price.
11. The selected firm shall not disclose any information / data to others without the written permission of the CMWSS Board.
12. You are requested to hold your proposal valid for 120 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. The CMWSS Board will make its best efforts to select a firm within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Chennai/project sites, if any is not reimbursable as a direct cost of the assignment.
14. The successful Consultancy Firm/ bidder will be invited for signing agreement. The Consultancy Firm/ bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of “Managing Director, CMWSS Board” payable at Chennai, valid for a period of 6 months. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended

according to the extension of contract period as per the agreement executed. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of breach of the work assigned in the ToR or the finalized Agreement.

16. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
17. The Earnest Money Deposit may be forfeited
  - (i) If the Consultancy Firm withdraws the tender after Tender opening during the period of validity of the tender.
  - (ii) If the Consultancy Firm withdraws the Tender after the issue of letter of acceptance of his Tender.
  - (iii) In the case of a successful Consultancy Firm, if the Consultancy Firm fails within the specified time limit to:
    - furnish the required performance security or
    - sign the Agreement
    - accept the Letter of Award
  - (iv) If the Consultancy Firm has furnished incorrect information on qualification and experience.
18. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
19. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).
20. Please note that mobilization advance is not allowed in this contract.
21. Joint Venture, Consortium, Association is not allowed.
22. All documents relating to the Bid and all communications in connection with the Bid shall be in English language. All the pages should be serially numbered, sealed and signed by the Firms.
23. CMWSS Board reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
24. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the



Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language for communication shall be English. The Jurisdiction will be courts of Chennai.

25. Please note that conditional bids are liable for rejection.

26. SETTLEMENT OF DISPUTES

27.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

27.2 Miscellaneous. In any arbitration proceeding hereunder:

- a. proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- b. the English and Tamil language shall be the official languages for all purposes; and
- c. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

27. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (30) calendar days' written notice in case of the event referred to in (e):

- (a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension.
- (b) If the Bidder becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- (d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

Furthermore, if the Client determines that the Bidder has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Bidder, terminate the Bidder's employment under the Contract.

b. By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Client of the Bidder's notice specifying such breach.

c. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Bidder: for Services satisfactorily performed prior to the effective date of termination.

28. Force Majeure:

- a. **Définition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-

Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Client, shall either:

- (a) demobilize, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Bidder shall continue to be paid under the terms of this Contract

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 26.

**Suspension**

The Client may, by written notice of suspension to the Bidder, suspend part or all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such

failure within a period not exceeding thirty (30) calendar days after receipt by the Bidder of such notice of suspension.

29. Any entity which has been barred by the Central Government, any State Government, a statutory Independent or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Consultancy Firm).
30. Consultancy Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, and availability of data with the CMWSS Board, Applicable Laws and regulations or any other matter considered relevant by them.
31. The Consultancy Firms shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to CMWSS Board, Project site etc. CMWSS Board will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
32. Misrepresentation/ improper response by the Consultancy Firm may lead to the disqualification of the Consultancy Firm. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Consultancy Firm gets disqualified / rejected, then CMWSS Board reserves the right to consider the next best Consultancy Firm or take any other measure as may be deemed fit in the sole discretion of CMWSS Board, including annulment of the Selection Process.
33. CMWSS Board reserves the right to make inquiries with any of the clients listed by the Consultancy Firms in their previous experience record.
34. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.
35. Test of responsiveness:
  - i. Pre-qualification Proposal along with EMD  
(Signed and sealed copy of the RFP, Pre-proposal Minutes of the Meeting, Addendums issued, etc., shall be submitted)
  - ii. Technical Proposal
  - iii. Financial Proposal
  - iv. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the Consultancy Firms authorized representative as part of the pre-qualification proposal

**Note: The proposals shall be submitted electronically through online in e-tender website <https://tntenders.gov.in/>. Physical tenders will be summarily rejected.**

Superintending Engineer (C&M)  
CMWSSB

### **Section 3 – Terms of Reference**

#### **Terms of reference for Preparation of Feasibility Report for Extending the Services of CMWSS Board to the entire Chennai Metropolitan Area (CMA) beyond Greater Chennai Corporation (GCC) Area**

##### **A. Background**

The 100 MLD SWRO Desalination Plant at Minjur, near Kattupalli was established in the year 2010 by the Government of Tamil Nadu on DBOOT basis to meet the water requirement of the North Chennai City. The water was purchased from the plant by the Chennai Metropolitan Water Supply & Sewerage Board (CMWSSB) through a Bulk Water Purchase Agreement signed between CMWSSB and the Contractor M/s Chennai Water Desalination Limited. The plant began its commercial operation on 31.07.2010.

The DBOOT Contract was terminated in September 2024, owing to the poor performance of the Contractor. The Hon'ble High Court of Madras accorded permission in March 2025 to CMWSSB to operate the plant and to proceed with arbitration. Based on the Arbitration proceedings, the outcomes of the valuation will be presented before the Arbitration to enable the parties to reach a solution on the final settlements.

The land on which the plant was constructed, belongs to CMWSSB and it was leased to M/s. CWDL at a minimal cost. The cost of construction of the plant was Rs.500 Crore in the year 2010.

##### **B. Scope of Work**

1. The scope of work includes the carrying out the complete asset valuation of “100 MLD SWRO Desalination Plant” located at Kattupalli, Minjur.
2. The valuation must be carried out on a comprehensive basis for the Plant, Building & Machinery, inventory, financial assets and other assets in “as is where is” condition.
3. The valuation of the assets (Building, Plant & Machinery) shall preferably be carried out using “**Depreciated Replacement Method**” and to follow the standards and norms of the Institute of Chartered Accountants of India (ICAI) Valuation Standards, 2018, to arrive at the fair value of the Asset.

If any other method is used, the Bidder must provide clear information on the methodology to be used in their proposal. The method adopted must be in

compliance with the ICAI Valuation Standards, 2018, and it must be approved by CMWSSB prior to the start of the work.

4. The scope of work includes the following:

**i. Building Component:**

- To carry out the clear identification of the assets, and to describe the assets to be valued.
- To collect information and conduct due diligence on matters such as market information, quotations and any information regarding similar assets
- To conduct detailed study of the records available at the plant such as layout, drawings, and statutory clearances

**ii. Plant and Machinery Component:**

- To inspect the machinery and carry out a techno – economic assessment of the same on ‘as is where is’ basis
- To review the information on gross book value, date of acquisition, technical specifications and other relevant information as provided by the Client.
- To review the market information, quotations, exchange rates, import duties, inflation, technological obsolescence, depreciation for past usage and present maintenance practices
- To inspect the records available at site with regards to the machinery and equipment such as Manuals, Asset Registers, invoice copies of the purchases made, technical specifications of the equipment, Maintenance Registers, insurances, and any other relevant information etc.
- To analyze and compare the information available in the public domain with respect to the transaction of similar assets, that may be relevant.
- To arrive at the fair value of the plant and machinery

**iii. Financial Component:**

- To conduct valuation of the financial liabilities of the M/s. CWDL based on the audited balance sheets and financials, ownership details and pending dues payable by M/s. CWDL, and to arrive at the fair value of the company.
5. To identify any limiting factors during the valuation and to bring to the notice of the client, any information which may have potential impact on the future arbitration procedure.
6. To carry out the valuation procedure without any prejudice or bias to the parties involved.
7. **Valuation Report**
- To prepare and furnish a detailed valuation report (in both hard and soft copies) outlining the following aspects of the valuation (as per the ICAI Valuation Standards, 2018)
    1. Objective of the study
    2. Approach & Methodology followed.

3. Background information of the asset
  4. History of the Valuer (profile and manpower employed)
  5. Site inspections carried out
  6. Nature and source of information used or relied upon
  7. Procedure adopted and standards followed
  8. Fair Value of the Assets
    - **Building**- Specifications, condition, computation of fair value (such as details) regarding current costs, depreciation for past usage), additional cost required for rehabilitation
    - **Plant and machinery**- Specifications, condition, computation of fair value (Such as details regarding current costs, depreciation for past usage), additional cost required for repairs
    - Replacement Value and Realizable Value for the above assets must be shown separately. If in the opinion of the valuer, certain assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.
    - Advise on the Reserve Price of the asset
  9. Limitations and disclaimers if any
- The valuation report must be in accordance with the **ICAI Valuation Standards, 2018 and the International Valuation Standards 2025**, as applicable to the purpose and terms of engagement for this assignment.
  - To prepare and submit the valuation report in a clear and concise manner, which may be understandable even by a professional having no connection with the valuation.

### **Confidentiality**

Unless and otherwise specified, the contents of the valuation report should not be used, reproduced, distributed or circulated whether in whole or part, other than for the purpose agreed in the scope of work/terms of engagement, without the prior written consent of the client or valuer as the case may be unless there is a statutory or a regulatory requirement to do so.

The present work of valuation of the 100 MLD SWRO Desalination Plant is being carried out for determining the fair value of assets of the plant, and it will be presented before the Arbitrator for the final settlement of dues between CMWSSB and M/s. CWDL. This work has to be carried out with the utmost confidence

### **C. Data inputs by Client**



The following documents will be made available to the bidder for carrying out the work:

1. Fixed Asset Register (FAR) with asset description, asset category, quantity, capitalization dates, capitalization values, total useful life etc.
2. List of high value assets with technical specifications such as make, model, capacity etc
3. Desalination process and process flow diagram
4. Details of capacity utilization for the last three years
5. Details of any major refurbishment carried out (in any unit) in the last three years
6. Repairs and maintenance carried out for the plant. (Activities done, frequency, plant team/ AMC etc)
7. Maintenance records of high value assets
8. Copies of Annual Maintenance Contracts, if any
9. Copy of insurance policy for each unit
10. Balance sheet & Financials
11. Floor wise Built up area details , Age of building approved building plans

#### **D. Output and related Payments**

##### Timeline for Submission of Report

- Submission of Draft Report – within 30 days from the award of LoA
- Submission of Final Report – within 15 days from the submission of draft report

Three copies of the hard copy report must be submitted after the completion of the valuation in a neatly bound format, along with an editable soft copy.

The payment will be made as lump sum after the submission of the final report. No advance payment will be made.

Review of the Draft Report will be carried out by the Review Committee and remarks will be communicated at the earliest. However, the Firm/Bidder has to continue the assignment as per the above schedule and the final report shall be prepared incorporating the comments of the Review Committee.

### **E. Review Committee**

A Technical Review Committee will be formed with the following officials as members to review the Draft report:

- a) Engineering Director, CMWSSB – Chairman
- b) Chief Engineer (P) – III, CMWSSB – Member
- c) Superintending Engineer (Desal), CMWSSB – Member
- d) Executive Engineer (Minjur), CMWSSB – Member
- e) One Representative from M/s. CWDL

### **(I) Others**

- i. The Bidder has to arrange his own office space / other logistics etc., at their own cost.
- ii. The Bidder has to collect the secondary data with the assistance of CMWSSB and CWDL.

## **Section 4 – Pre Qualification Bid**

### **PRE - QUALIFICATION**

#### **COVER LETTER**

(On the letter head of Consultancy Firm)

Date:

To

The Superintending Engineer(C&M)  
CMWSS Board  
No.1, Pumping Station Road,  
Chintadripet, Chennai- 600002

**Subject:** Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli

Dear Sir / Madam,

With reference to your RFP document dated ....., I/we, having examined the RFP and understood its contents, hereby submit our proposal

1. The pre-qualification, financial proposals are unconditional.
2. All information provided in the proposal and in the Appendices / Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Bidder for the aforesaid Project.
4. I/ We shall make available to CMWSS Board Trust any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of CMWSS Board to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Firm, nor been

expelled from any project or contract by any public Independent nor have had any contract terminated for breach on our part.

7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum / pre-bid minutes issued by CMWSS Board.
  - b. I/ We do not have any conflict of interest in accordance with Clauses as per the RFP document.
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender issued by or any agreement entered into with CMWSS Board or any other public-sector enterprise or any government, Central or State.
  - d. I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I /We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Consultancy Firms in accordance with the RFP document.
9. I /We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
10. I /We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Independent which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I /We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I /We further certify that no investigation by a regulatory Independent is pending either against us or against our MD / CEO or any of our Directors/ Managers/employees.
13. I /We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate CMWSS Board of the same immediately.

14. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMWSS Board in connection with the selection of Bidder or in connection with the Selection Process itself, in respect of the above-mentioned Project.
15. The EMD (Bid Security) of Rs.24,800/- (Rupees Twenty Four Thousand Eight Hundred only) in the form of demand draft, in accordance with the RFP document.
16. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
17. I/We agree to keep this offer valid for 120 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
19. I/We certify that we shall have no claim, right or title arising out of any documents or information provided to us by CMWSS Board or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. I/We, \_\_\_\_\_ (Firm's name) herewith enclose the Financial Proposal as per Annexure for selection of my/our firm as Bidder.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)

(Name and stamp of Consultancy Firm)

**Annexure – 4 A**

**STATEMENT OF LEGAL CAPACITY**  
*(on the letter head of the Consultancy Firm)*

Ref.

Date:

To

The Superintending Engineer(C&M),  
CMWSS Board,  
No.1, Pumping Station Road,  
Chintadripet,  
Chennai- 600002

**Sub:** Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli

Dear Sir,

We hereby confirm that we, the Consultancy Firm, satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the Authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of.....

## **Annexure – 4 B**

### **POWER OF ATTORNEY**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli in response to the RFP floated by CMWSS Board including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the CMWSS Board, representing us in all matters before the CMWSS Board, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the CMWSS Board in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the CMWSS Board, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....2025

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

*Notes:*

- 1) The mode of execution of the Power of Attorney 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 stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
- 2) Also, wherever required, the Consultancy Firm should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultancy Firm.



## **Annexure – 4 C**

### **Details of Bidder/Firm**

**(To be submitted on Letterhead of Bidder/Firm)**

**1 a) Name:**

**b) Date of Commencement:**

**2. Brief Description of Company including details of its main line of Business**

**3. Shareholding of the Consultancy Firm**

**4. List of Directors:**

**5. Details of Individual who will serve as the point of contact/communication to Client:**

**a) Name:**

**b) Designation:**

**c) Company:**

**d) Address:**

**e) Telephone No:**

**f) Email Address:**

**g) Fax Number:**

**h) Mob No:**

**i) PAN No: Attach Proof**

**j) GST No: Attach Proof**

**6. Particular of Authorised Signatory of Consultancy Firm:**

**a) Name:**

**b) Designation:**

**c) Address:**

**d) Telephone No.:**

**e) Mob. No:**

**f) Email Address:**

**g) Fax No:**

**(Bidder/Firm should submit Current Annual Report & attested copy of Certificate by Authorised Signatory)**

**Annexure – 4 D**

**Financial Qualification of Consultancy Firm**

<b>S. No</b>	<b>Financial Year</b>	<b>Annual Turnover Rs. in lakhs</b>	<b>Net worth Rs.in lakhs</b>
1	2020-2021		
2	2021-2022		
3	2022-2023		
4	2023-2024		
5	2024 -2025		

**Statutory Auditor (Seal & Signature)**

**Name of Audit Firm:**

**Name of Partner:**

**Membership No.:**

**Firm Registration No.:**

**Contact No:**

**Address:**

**Note:**

The Consultancy Firm shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The Consultancy Firm will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year. In case of Consortium, each Consortium Member shall furnish in separate sheet.

**Annexure – 4 E (PQ Proposal)**

**Eligible Project Experience of Bidder/Firm for Pre-qualification as defined in  
Clause 7.2.(a)  
(Following Tables shall be filled in by Consultancy Firm)**

<u>S.No.</u>	<u>Name of Project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of consultancy assignment in Rs. Lakhs</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assignment satisfactorily completed</u>	<u>Type of study - Valuation</u>	<u>Client Certificate enclosed (yes or no)</u>
1	2	4	5	6	7	8	9	11
2								
..								
n								

Please attach relevant documents as proof (such as completion certificate, etc.)

Ongoing assignments of similar nature:

Please attach relevant documents as proof (such as award letter, agreement copy, minutes of the review meeting, etc.)

**Seal / Name & Signature of Authorised Signatory**

\_\_\_\_\_

## **Section 5**

### **SUPPLEMENTARY INFORMATION FOR FIRMS**

#### **Proposals**

(1) Proposals should include the following information:

(a) **Technical Proposal**

- (i) Approach or methodology proposed for carrying out the required work.
- (ii) A description of the manner in which Bidders would plan to execute the work. Work plan time schedule in Form F-3

(b) **Financial Proposals**

The financial proposals should include the Schedule of Price Bid in Form No. F-5 with cost break-up in Form 5A-1. for the work program indicated in Form F-3.

(2) DELETED

(3) **Contract Negotiations:** The aim of the negotiation is to reach an agreement on all points with the firm and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Firm's proposal, costing, the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing plan and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on these, adjustments necessary will be discussed and agreed. The Contract will be awarded after successful negotiations, with the selected Firm. If negotiations fail, the Client will invite the Firms having obtained the second highest score to Contract negotiations and so on.

(4) **Terms of Payment:** The payment will be made to the bidder as lump sum after the submission of the final valuation report.

(5) **Review:** The Review Committee indicated in the ToR will review the report submitted by the Bidder.

**FORM F-3**

**WORK PROGRAM AND TIME SCHEDULE**

**I. WORK PROGRAM FOR THE OUTPUTS / ACTIVITIES**

**Reports Due/Activities and Duration**

- 1.
- 2.
- 3.
- 4.
- 5.

Reports Due \_\_\_\_\_

Activities Duration \_\_\_\_\_

- C. A short note on the line of approach and methodology outlining various steps for performing the study.

**Seal / Name & Signature of Authorised Signatory**

**Section 7**  
**FINANCIAL PROPOSAL**  
**FORMF-5**  
**SCHEDULE OF PRICE BID**

**(On the letter head of Consultancy Firm)**

Sub: Appointment of Valuer for the Complete Asset Valuation (Building, Plant & Machinery & Financial Assets) of the 100 MLD SWRO Desalination Plant, Minjur, Kattupalli

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

Service Description	Quoted Fee in INR*
All-inclusive Lump sum fee (including all expenses, etc.) for the entire scope of work covered under the Terms of Reference valid till the complete execution of the assignment	
GST (@18%)	
Total	

(Rupees in Words .....)

Note:

1. The Financial Proposal is inclusive of all out-pocket expenses which may be incurred towards travel, accommodation, documentation and communication, etc., during the period of assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by Consultancy Firm as given in Form No. F5-A.
4. The Financial Proposal is inclusive of all taxes i.e., income tax, professional tax and education cess and GST (as applicable).

**We understand you are not bound to accept any proposal you receive.**

Signature  
Seal of Firm  
(Authorized representative)

**FORM F5-A - 1**

**Details of Key Personnel to be engaged**

S. No.	Key Professionals	Name	Duties and Responsibilities
1			
2			
..			
	Total – A		

S. No.	Support Staffs	Name	Duties and Responsibilities
1			
2			
..			
	Total– B		

**Section - 8**

**Consulting Services**

**Draft agreement of Contract for this Assignments to be Carried out by Firm**

**Draft Agreement (between CMWSS Board and Selected Consultancy Firm)**

To be executed in Rs. 200/- Stamp Paper
---

Subject: (Name of Assignment)  
(Name of Bidder) .....  
PAN:  
GST No:

This AGREEMENT ("Agreement") is executed at Chennai on this \_\_\_ day of .....2025 by and between The Superintending Engineer, CMWSS Board ('Client') (hereinafter will be referred as Client) having their office at -----, Chennai-- ----- and M/s....., ('Bidder') (hereinafter will be referred as Bidder) having their office located at .....

1. Set out below are the terms and conditions under which Bidder has agreed to carry out for Client the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide Bidder with all relevant information needed to carry out the assignment. The services will be required in (Name of Assignment) for 45 days, during the period from \_\_\_\_\_ to \_\_\_\_\_ or till the date of completion of the assignment.
3. The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the Bidder shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Bidder will provide the Client with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India



6. The contract will become effective upon execution of this agreement between CMWSS Board and the Bidder and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the Client and the Bidder.

7. Payments for the services will not exceed a total amount of Rs. \_\_\_\_\_.

The CMWSS Board will pay to Bidder, within 30 days of receipt of invoice as per ToR.

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on Bidder.

8. The Bidder will be responsible for appropriate insurance coverage. In this regard, the Bidder shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Bidder shall also maintain comprehensive general liability insurance, including Agreement liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Bidder or its staff. The Bidder shall provide the Client with certification thereof upon request. The risks and the coverage shall be as follows:

- (a) Third Party liability insurance with a minimum coverage of Value of assignment [Award cost];
- (b) Professional liability insurance, with a minimum coverage of Value of assignment [Award cost];
- (c) Client's liability and workers' compensation insurance in respect of the Personnel of the Bidder and of any Sub-Bidders, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

9. The Bidder shall indemnify and hold harmless the Client against any and all claims, demands, and/or judgments of any nature brought against the Client arising out of the services by the Bidder under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

10. The Bidder agrees that, during the term of this Agreement and after its termination, the Bidder and any entity affiliated with the Bidder, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

11. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of breach of the work assigned in the ToR or the finalized Agreement.
12. All reports, plans, drawings, specifications, designs, reports, bid documents and other documents, design calculations, etc., submitted by the Bidders in the performance of the Services shall become and remain the property of the CMWSS Board. The Bidders may retain a copy of such documents but shall not use them for any purposes without the prior written approval of the CMWSS Board. The various reports and documents prepared as part of this assignment is not a public document and the reports / documents will always be the property of the CMWSS Board.
13. The Bidder undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
14. The Bidder will not assign this Agreement or sub-Agreement or any portion of it without the Client's prior written Consent.
15. The Bidder shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
16. The Bidder also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client written permission.

## 17. SETTLEMENT OF DISPUTES

- 17.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof through Standing Greivance Redressal Committee.

### 17.2 STANDING GREIVANCE REDRESSAL COMMITTEE

If a dispute (of any kind whatsoever) arises between the Parties in connection with or arising out of the contract or execution of the works, including any dispute as to any opinion, instruction, representative, either party shall initially refer the same in writing to Employer. The Employer will constitute a Standing

Grievance Redressal Committee with members of officers of the Board to resolve the disputes.

Accordingly, it is proposed that the following officials of CMWSSB may be formed as SGRC to resolve the disputes between CMWSSB and the Contractor.

Committee members for specified project:

- i. Chief Engineer
- ii. Superintending Engineer

General Committee Members:

- iii. Controller Of Finance
- iv. Internal Audit

The Committee should be formed by the concerned execution wing for each projects separately after getting approval from the Competent Authority. The Chief Engineer and Superintending Engineer should be other than the Chief Engineer / Superintending Engineer entrusted with the execution of the project.

If any dispute is referred to the SGRC, it will within a week of receipt of such request acknowledge and convene a meeting with both the parties. The committee will go through the submitted documents, hear the parties and attempt at finding an amicable solution within 28 days of receipt of such reference by the SGRC. If any settlement is arrived at SGRC the same shall be recorded in writing as a settlement agreement and signed by the Contractor, Employer and all committee members. Such settlement shall be final and binding on the parties with regards to all disputes so resolved.

If the SGRC fails to settle all or part of the dispute within 28 days, the same shall be notified to the contractor. Thereafter it is left to the parties to refer the unresolved disputes to Adjudication / Arbitration. In such case, the party may give notice in writing its intention to refer such dispute to Adjudication / Arbitration.

17.3. Miscellaneous. In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

18. This Agreement may be terminated by either Party as per provisions set up below:

a. By the Client

The Client may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (30) calendar days' written notice in case of the event referred to in (e):

(a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension.

(b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings.

(d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (30) calendar days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

b. By the Bidder

The Bidder may terminate this Agreement, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Bidder pursuant to this Agreement and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

(b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration.

(d) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Client of the Bidder's notice specifying such breach.

Cessation of Services:

Upon termination of this Contract by notice of either Party to the other, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make

every reasonable effort to keep expenditures for this purpose to a minimum. Upon termination of this Contract, the Client shall make the payments to the Bidder: for Services satisfactorily performed prior to the effective date of termination.

19. Force Majeure:

- a. Définition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

- b. No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- c. Measures to be Taken** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a

result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Client, shall either:

- (c) demobilize, and, if required by the Client, in reactivating the Services; or
- (d) continue with the Services to the extent reasonably possible, in which case the Bidder shall continue to be paid under the terms of this Contract

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 17.

### **Suspension**

The Client may, by written notice of suspension to the Bidder, suspend part or all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Bidder of such notice of suspension.

20. Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to

Adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai and the language for communication shall be English.

21. The jurisdiction of court will be at Chennai.

22. Conflict of Interests: The Bidder shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Bidder Not to Benefit from Commissions, Discounts, etc.: The payment of the Bidder shall constitute the Bidder's only payment in connection with this Agreement, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such additional payment.

23. Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Bidder

shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client.

24. Bidder and Affiliates Not to Engage in Certain Activities: The Bidder agrees that, during the term of this Agreement and after its termination, the Bidder and any entity affiliated with the Bidder and any entity affiliated, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.
25. Prohibition of Conflicting Activities: The Bidder shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.
26. Strict Duty to Disclose Conflicting Activities: The Bidder has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Agreement.
27. Confidentiality: Except with the prior written consent of the Client, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
28. Accounting, Inspection and Auditing: The Bidder shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Bidder shall permit, the Client / GoTN and/or persons appointed by the Client / GoTN to inspect the Site and/or all accounts and records relating to the performance of the Agreement and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client / GoTN if requested by the Client / GoTN.

29. The assignment may be deferred or foreclosed / terminated at any stage either in full or in part due to unavoidable circumstances / administrative reasons.

Place: Chennai – 02

Date: .....

(Signature of Authorized Representative  
on behalf of the Bidder)

(Signature of Authorized Representative  
on behalf of the Client)

.....

.....



## **LIST OF ANNEXES TO AGREEMENT**

Annex 1: Terms of Reference and Scope of Services

Annex 2: Bidder Personnel and their tasks

Annex 3: Bidder's Reporting Obligations

Annex 4: Work Schedule

Annex 5: Key-person Schedule

Annex 6: Performance Guarantee

## Bank Guarantee for Performance Security

To

The Superintending Engineer  
CMWSS Board  
No.1, Pumping Station Road,  
Chintadripet, Chennai- 600002

1. In consideration of CMWSS Board(hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the “Bidder” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Award no. .... dated ..... and the agreement to be executed for Rs. .... (Rupees .....), (hereinafter referred to as the “Agreement”) Consulting Services for.....  
.....  
. and the Bidder having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Client for performance of the said Agreement. We, ..... (hereinafter referred to as the “Bank”) at the request of the Bidder do hereby undertake to pay to the Client an amount not exceeding Rs. .... (Rupees ..... )against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Agreement. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Bidder of any of the terms or conditions contained in the said Agreement or by reason of the Bidder’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).
2. We, ..... (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by

us under this bond shall be a valid discharge of our liability for payment thereunder and the Bidder shall have no claim against us for making such payment.

3. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Bidder and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
4. We, ..... (indicate the name of Bank) further agree with the Client that the Client shall have the 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 Agreement or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Bidder or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s). We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.
6. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* \* (Rupees \*\*\*\*\*) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 90 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 2025

## Section – 9 – Salient Features of 100 MLD SWRO Desalination Plant, Minjur

SL. No.	Units	100 MLD at Minjur
1	<b>Contract Type</b>	Design, Build, Operate, Own & Transfer (DBOOT)
2	<b>Name of the DBOOT Contractor</b>	M/s. Chennai Water Desalination Limited (CWDL)
3	<b>Plant Area in Acres</b>	75.44
4	<b>Process Scheme</b>	
	Treatment Process	Lamella Settler - Dual Media Gravity Filter - Pressure Sand Filter - SWRO - Remineralisation
5	<b>Seawater Intake</b>	
	Size of intake pipe	1600mm dia, 750m long HDPE pipe
	Intake Quantity (MLD)	237 MLD
6	<b>Raw water Quality</b>	
7	<b>Onshore Intake Screen</b>	Travelling Band Screen - 5 mm (2 Nos.)
8	<b>Coagulation tank</b>	Yes
9	<b>Pre-Treatment</b>	
	Lamella Clarifier	4 Nos
	Dual Media Gravity Filters	20 Nos
	Dissolved Air Floatation	-
	Intermediate Storage tank	Provided
	Pre Filters	NA
	Polishing Unit	Pressure Sand Filters - 16 Nos (Horizontal type)
10	<b>Cartridge Filters</b>	
	Filter size in microns	15
11	<b>SWRO System</b>	
	RO Recovery	45%
	Production/Train	20 MLD
	No of Trains	5W
	Size of Membrane	8 inches
	Make	Hydranautics/LG
	No of Pressure vessels/Train	248
	No of membrane per Pressure Vessel	7
	Total No.of Membranes	8680
	Membranes life	5 yrs
	Average Flux in LMH	13.6
12	<b>Energy Recovery System</b>	
	Type	ERI - PX220
13	<b>RO Flushing System</b>	
	Type	RO Flushing Tank & Pump
14	<b>Post Treatment</b>	
	<b>Remineralisation</b>	Dosing by CO <sub>2</sub> & Lime Saturator

SL. No.	Units	100 MLD at Minjur
<b>15</b>	<b>Brine discharge (Outfall)</b>	
	Oufall Distance	1600mmdia, 700m long HDPE pipe with diffuser @ tail end
	QTY in MLD	137
<b>16</b>	<b>Sludge Treatment</b>	
	Disposal System	Sludge mixed with RO Reject and disposed to Sea through Outfall
<b>17</b>	<b>Neutralisation System</b>	
	Neutralisation	-
<b>18</b>	<b>Backwash waste recycle</b>	
	Treatment system	NA
<b>20</b>	<b>Chemicals Used</b>	
	Pre-Treatment	Ferric Chloride, Sodium Hypochlorite, Sulphuric Acid, Polyelectrolye
	SWRO Inlet	Sodium Meta Bi Sulphate (SMBS), Anti Scalant
	Post Treatment	Sodium Hypo Chlorite, Lime and CO2
<b>21</b>	<b>Year of Commissioning</b>	2010
<b>22</b>	<b>Commencement of O&amp;M</b>	25.07.2010
<b>23</b>	<b>Specific Energy</b>	3.51 kwh/cum
<b>24</b>	<b>O&amp;M Cost Per KL</b>	Rs.36.91
<b>25</b>	<b>Power Cost/unit</b>	Rs.7.15
<b>26</b>	<b>Total Cost Per KL</b>	Rs.52.33
<b>27</b>	<b>Power Consumption/month</b>	1 crore units

