



CHENNAI METROPOLITAN WATER SUPPLY  
AND SEWERAGE BOARD

Letter No: CMWSSB/SE(Desal)/400 MLD Plant/PMC-042 /2021

Dt: 21.05.2021

To

M/s. SMEC International Pty Limited, Australia in consortium  
with M/s. NJS Engineers India Pvt Ltd., Pune,  
M/s. Tata Consulting Engineers Ltd., Mumbai,  
M/s. SMEC India Pvt. Ltd, Haryana  
1<sup>st</sup> Floor, Novus Tower, West Wing  
Plot Number – 18, Sector – 18  
Gurgaon – 122015  
Haryana.

Sir,

Sub: CMWSSB- SE (Desal) - Project for Construction of Chennai Sea Water Desalination Plant (I) - Consultancy for "Design, Preparation of Bid Documents & Evaluation of Bids for the Proposed Construction of 400 MLD Capacity Seawater Reverse Osmosis Desalination Plant at Perur along East Coast Road, South of Chennai, Tamil Nadu and Construction Management & Supervision for the Proposed Desalination Plant and its Product Water Conveyance Pipeline from the Plant and upto Porur and all allied works – Direct Payment to PMC towards Foreign Currency from JICA – Additional Payment Made - Reg.

Ref: 1. Contract No: CNT /CON /DESAL/ICB/GoI/016 /2018-19  
2. Letter No: CMWSSB/SE(Desal)/400 MLD Plant/PMC/2020, dt: 13.01.2020.  
3. Letter No. SSNT PMC 400 MLD/CMWSSB/5061185/341 dated 07.05.2021.

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The Project Management Consultancy for "Design, Preparation of Bid Documents & Evaluation of Bids for the Proposed Construction of 400 MLD Capacity Seawater Reverse Osmosis Desalination Plant at Perur along East Coast Road, South of Chennai, Tamil Nadu and Construction Management & Supervision for the Proposed Desalination Plant and its Product Water Conveyance Pipeline from the Plant and upto Porur and all allied works was commenced by PMC on 20.01.2020 and the work is in progress.

As per agreement condition, CMWSSB is making payment to PMC after scrutinizing the invoices submitted by the PMC on their claims in Local currency and foreign currency. Also as per agreement condition under **Special conditions of contract clause 6.5 Retention amount**

*"The payment amount of 5% of the contract value will be retained as Retention Money from each payment due to the contractor which will be paid to the consultants without interest on completion of the work including Defect Liability Period".*

In this regard, as per above contract condition, 5% of retention amount are to be retained from each payment due to the contractor and the retention amount will be paid to the PMC consultant after the completion of the work as a separate bill.

Further, while scrutinizing the payments already made in foreign currency payment, M/s.NJS Engineers India Pvt Ltd. has received payment more than the certified amount of CMWSSB. Hence it is requested to inform the concern Bank to pay the amount furnished in the statement of performance furnished by CMWSSB in the future payments. Also it is informed that the request of M/s.NJS Engineers India Pvt Ltd. to refund the excess amount to CMWSSB in the form of Bank Guarantee is not considered since there is no provision in the contract and excess amount will be recovered from the future bill, payable to M/s.NJS Engineers India Pvt Ltd.

Handwritten signature in blue ink, followed by the date 21/05/21.

**SUPERINTENDING ENGINEER  
DESALINATION**