

Name of work: Providing 250 Nos. Field Workers for working in various Depots of CMWSSB for removal of sewer obstructions in sewerage system, silt removal at manholes by using mechanical equipments and allied works for one year.

Contract No. : CNT/SEW/MWB/2392/2013-14.

**CHECK LIST FOR THE GUIDANCE OF THE CONTRACTOR**

I		The Tender schedule for the above work consists of 18 pages as detailed below:	
	(i)	Checklist for the guidance of the Contractors	Page – 1 to 3
	(ii)	Notice Inviting Tender	Page - 4
	(iii)	Letter of Tender 2 pages	Page - 5 & 6
	(iv)	Price Schedule	Page - 7&8
	(v)	General stipulations and conditions	Page – 9 to 15
	(vi)	Undertaking for ban on entry of Field Workers into the manholes	Page – 16 to 18
II	1	The total number of items in the work schedule - 1 No.	
	2.	Tenderers are requested to sign all pages in the tender schedule and must sign letter of tender. Tenders which do not have the Signature of the Tenderer in letter of tender will be rejected. Tenderers are requested to furnish notarized copy of certificates, if any, along with this tender.	
	3.	Technical specification of the equipment offered by the Bidders if any, and any other information related to the bid may be enclosed along with Tender Schedule after duly Signing in all the pages.	
	4.	Bidders are requested to verify the number of pages in the tender schedule and number of items in the work schedule. Any clarification and further information required may be obtained from the Office of the Contracts and Monitoring wing on any working day.	
	5.	The present tender document contains work schedule only. The tenderers are requested to quote the rate both in words and figures and fill up the amount column. If there is any discrepancy between words and figures, the lower among the words and figures will be taken into account.	
	6.	<p><b><u>Eligibility :</u></b></p> <ol style="list-style-type: none"> <li>1. Contractors registered in Metro water in Class – IA i.e. those who are eligible to take up the work costing more than Rs.75.00 lakh</li> <li>2. Contractors who have executed similar works of the same or higher magnitude and registered in other departments and undertakings of the Central or State Government in the corresponding class are also eligible to tender for this work.</li> </ol> <p><b><u>Note:</u></b></p> <p><b><u>I. Contractors registered in Board:</u></b> If the performance of the tenderer in the works awarded earlier is found to be poor subsequent to opening of this tender or during evaluation of this tender, his/their tenders will not be considered for evaluation and will be treated as non-responsive.</p>	

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	<p><b>II. <u>Contractors registered in State or Central Government Departments:</u></b></p> <p>1)The tenderer who comes under the Category-2 i.e. not Registered in the Board and who intend to participate in the tender, subject to their eligibility as above are requested</p> <p>(1) To read the Standard tender document from the Office of the Contracts wing. The contents of Standard Tender document is binding along with the conditions in this tender schedule on the tenderer.</p> <p>(2) To furnish Proof for their registration in other State or Central Government departments in the appropriate class and its current validity and should also furnish performance certificate from an officer not less than the rank of Executive Engineer for having executed works of similar nature of the same or higher magnitude.</p> <p>2) The tender of tenderers who does not fulfill the above will be treated as non-responsive. The tender received from ineligible contractors will be treated as non-responsive.</p> <p>3) However the successful tenderer will have to get himself registered in the Board in the appropriate class.</p> <p>4) If at any circumstances, prior to finalization of the tender, if it is brought to the knowledge of the Board, that the contractor is banned / black listed their tender will be treated as non-responsive.</p>
7.	<p>EMD in the form of Demand Draft or Banker's Cheque or Pay Order drawn from Nationalised / Scheduled Bank / TNSC Bank in favour of CMWSS Board.</p> <p>Cash and Cheque will not be accepted towards Earnest Money Deposit.</p>
8.	<p><b><u>SECURITY DEPOSIT</u></b></p> <p>Security deposit will be collected from the successful Tenderer in the following form and manner within 14 days from the date of receipt of work order: Form in which S.D. collected. Certified cheque /Bank Draft in favour of Managing Director, CMWSS Board payable at Chennai.</p>
b)	<p>The value of S.D will be as follows:</p>
i)	<p>for tenders with any plus percentage and upto (-)5% over departmental value – 2% of the contract value.</p>
ii)	<p>for tenders between (-)5% to (-)15% over departmental value --- 4% of the contract value.</p>
iii)	<p>for tenders, above (-)15% over departmental value --- 5% of the contract value.</p>
9.	<p>Recovery made to default and details of penalty are furnished in the Schedule at <b>Page No.15</b>. Tenderers are requested to take note of the details. The above details will be incorporated in the contract documents while executing agreement.</p>

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10.	<u>Tender Validity</u> Tenders shall remain valid for a period of not less than ninety days (90 days) from the date of bid submission. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
11.	Tenders with conditions are liable for rejection.
12.	The tender of the contractor, whose previous performance is found to be poor / not satisfactory, will not be taken up for evaluation.
13.	<b><u>Special conditions - 2</u></b> <b><u>Mode of Payment:</u></b> <ol style="list-style-type: none"><li>1. The successful tenderer should make the payment through cheque only to the individual workers (Field Workers).</li><li>2. The rate to be paid to the workers (Field Workers) by the successful tenderer should not be less than the statutory minimum wages payable as fixed by Collector of Chennai under daily wages for Menials.</li></ol>

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CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD  
NO.1, PUMPING STATION ROAD, CHINTADRI PET, CHENNAI-600 002.

**NOTICE INVITING TENDER**  
**LOCAL COMPETITIVE BIDDING**

Sealed Bids are invited from the eligible bidders for the following works. Bidding will be conducted through Local Competitive Bidding procedures of CMWSSB under single cover system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.

Sl. No	Name of Work and Contract No.	Due Date and time of bid submission	Approximate value of Tender Rs/ Lakh	E.M.D. in Rs.	Tender schedule available From - To	Eligibility	Contract Period
1.	Providing 250 Nos. Field Workers for working in various Depots of CMWSSB for removal of sewer obstructions in sewerage system, silt removal at manholes by using mechanical equipments and allied works for one year. CNT/SEW/MWB/2392/2013-14	10.07.2013 up to 3.00 PM	*187.64	1,03,900/-	20.06.2013 to 09.07.2013	Class IA	1 year
2.	Date & time for opening of tenders	on 10.07.2013 after 3.00 PM. If the due date happens to be holiday, the tender will be received and opened on the next working day.					
3.	Availability of Tender Schedule in person	Information & Facilitation Officer, CMWSS Board, No. 1 Pumping Station Road, Chintadripet, Chennai-600002, (Telephone: 044-28451300, Extn. 227 )					
4.	Through Website	<a href="http://www.chennaietrowater.tn.nic.in">www.chennaietrowater.tn.nic.in</a> & <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> The downloaded document should be properly bounded and submitted for tendering along with necessary enclosures.					
5.	Cost of Tender Schedule	Free of cost The document will also be sent by surface mail on an advance payment of Rs.500/- per set.					
6.	Address for information and clarifications and for receipt of tenders	Office of Superintending Engineer, Contracts & Monitoring, 4 <sup>th</sup> Floor, CMWSS Board, Chennai – 600 002 Phone No. 044-2845 1300 Extn. 253 FAX : 044-2845 4336, Email: secm@chennaietrowater.com					

\*Note : The value is exclusive of the provision towards ESI, EPF & Service Tax.

SUPERINTENDING ENGINEER  
(CONTRACTS & MONITORING)

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### LETTER OF TENDER

To be delivered to the Superintending Engineer, C&M Chennai Metropolitan Water Supply and Sewerage Board at or before 3.00 P.M. on **10.07.2013**.

To  
The Managing Director  
Chennai Metropolitan Water Supply & Sewerage Board  
Chennai- 600 002

Sir,

I/We the undersigned do hereby tender and undertake to perform, provide and execute all the works, materials matters and things described or mentioned in the Schedule (Bill of quantities) hereto annexed and the specifications thereto and drawings therein referred to (which have been produced to and carefully examined by me/us) in strict accordance with and under and subject to the terms, provisions and conditions set forth or mentioned in the said Schedule (Bills of Quantities) specifications and the drawings therein referred to, at the rates given and as stated in the Bills of quantities.

I/We herewith enclose D.D/B.C./P.O No..... dated .....for having remitted Rs..... into the Board's Cash Section as a guarantee for the due fulfillment of my/our tender, and if successful, undertake and agree to forward to the Board within fourteen days after the notification of the acceptance by the Board of this tender has been received by me/us, the sum as demanded in the Form and manner required as security for the due fulfillment of my/our contract.

I/we undertake and agree that I/We will not withdraw this tender during the period that will be required for intimation, acceptance or non/acceptance as stipulated in clause 15 on the Notice Inviting Tender or during such extended period as agreed to by me/us, such period to date from the last date by which tenders are due to be submitted to the Board and if I/We do so withdraw, I/We shall forfeit the Earnest Money Deposit to the Board.

I/We further undertake to produce the Income-tax Clearance Certificate and the certificate and the Sales Tax Verification Certificate from the Commercial Tax Department of this State and agree to execute at my/our cost the agreement attached and to sign the plans therein referred to within 14 days after the notification of the acceptance of my/our tender has been received by me/us. In the event of my/our failing to make the Security Deposit or to execute the agreement in the said manner and sign the plans within the time specified for the purpose, the sum of **Rs.1,03,900/-** accompanying this tender shall be forfeited to the Board and this concluded contract shall in such case be considered, as having been cancelled or terminated and you may thereupon at such time or times, in such manner and on such terms as you may think fit, arrange either departmentally or by any other person or persons to carry out the works and provide, execute and do all works, materials, matters and things described or mentioned herein and I/We

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agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

I/We undertake to assume full responsibility for the stability and soundness of the Works/structures that will be executed by me/us as per this contract.

I/We also undertake to do all extra or varied works which may be ordered as part of this contract upon the terms provided for in the conditions and specifications. The tenders shall be valid for a period of 90 days from the last date fixed for receipt of tenders. In case my/our tender for the work of **“Providing 250 Nos. Field Workers for working in various Depots of CMWSSB for removal of sewer obstructions in sewerage system, silt removal at manholes by using mechanical equipments and allied works for one year”** is accepted, I/We agree and guarantee to commence the said works within a period of seven days from the date and complete the entire work within the stipulated period of **1 year** from the date on which the work order received by me/us. I/We also agree that time is the essence of contract. I/We have actually inspected the site of works and have tendered for the works after such inspection.

**UNDERTAKING**

I/We have gone through the copy of standard tender document received from the Office of the Contracts and Monitoring wing and abide by the same for this contract also.

As witness my/our hand this.....day of.....2013.

Signature.....

Name and  
address:

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### PRICE SCHEDULE

**Note:**

- 1) The rate shall be quoted both in figures and words
- 2) In case any discrepancy is found between the quoted rate and amount the rates will be taken up as correct. In case of discrepancies between the prices quoted in words and figures, lower of the two will be considered.
- 3) The amount column should be filled up in figures legibly.
- 4) Mandatory duties of the contractor specified in the tender schedule have to be carried out without fail.
- 5) The Contractor is to employ 250 Nos. of Field Workers
- 6) The Field Workers who have been employed by the contractor should also have ESI & EPF number in their names. The contractor has to pay ESI & EPF contributions towards the Field Workers every month and applicable service tax. The copies of the remittance challans of the ESI & EPF contributions and service tax should be submitted along with the bill for reimbursement and for claiming the subsequent monthly payment. **Further payments will not be made in case of failure in adhering the procedure.** Similarly, the contribution / premium / tax etc. payable to any other statutory authorities should be remitted by the contractor directly, after registering with the respective departments.
- 7) It is clearly understood by the Contractor and CMWSS Board that to the workmen employed by the contractor, only the contractor will be the sole employer and there will be no employer – employee relationship between CMWSS Board and the Contractor's workmen.
- 8) For the performance of the contractual work, CMWSS Board will hold only the Contractor liable and accountable and would not deal with the employees of the Contractor directly.
- 9) For the implementation of any law including labour laws like ESI Act, EPF Act etc only the Contractor is responsible.

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10) By chance, if the liability arising out of implementation of any such Law to the contract workmen devolves on CMWSS Board, the Contractor shall compensate the same fully to the CMWSS Board.

11) The Contractor should provide uniform, towels and soap to their employees. He should also provide gumboot, PVC hand glouse, safety belt etc to the Field Workers

12) It is the responsibility of the Contractor to make necessary provision towards the welfare measures as directed by statutory authorities for Contract Field Workers and as prescribed by the applicable acts and rules.

13) The contractor has to make available the Safety equipments

Sl.No	Description	No of persons	Rate per person per day		Total Amount for 365 days (Rs.)
			Rupees in figures	Rupees in Words	
1	Providing 250 Nos. Field Workers for working in various Depots of CMWSSB for removal of sewer obstructions in sewerage system, silt removal at manholes by using mechanical equipments and allied works for one year	250 Nos.			
Total					

Note: The rate to be quoted as above is exclusive of ESI & EPF contributions and applicable service tax

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## **GENERAL STIPULATIONS AND CONDITIONS**

### **1. INTERPRETATION**

In this contract the following words shall be understood as having the meanings herein assigned to them.

- a) "The Board" means the Chennai Metropolitan Water Supply and Sewerage Board, a statutory body constituted under Chennai Metropolitan Water Supply and Sewerage Act 1978 having its office at No.1, Pumping Station Road, Chindatripet, Chennai-600 002 and any Officer duty authorized by the Board to act on its behalf.
- b) Contractor means the persons of firm or company contracting for the work specified including his or their executors or administrators or legal representatives or successors.
- c) Engineer means Superintending Engineer or any other Engineer appointed from time to time by the Board to such in connection with these works, whenever, the work is specified to be done to the satisfaction of the Engineer.
- d) Work means providing 250 Nos. of Field workers for working in the Depots of CMWSSB for removal of sewer obstructions in sewer system, silt removal from manholes by using mechanical equipments and allied works for 1 year.

### **2. WORKS COMPRISED IN THE CONTRACT**

This contract comprises of "Providing 250 Nos. of Field workers for removal of sewer obstructions in sewer system, silt removal from manholes by using mechanical equipments and allied works for 1 year" described or mentioned in these specifications and in the schedule hereto, annexed and all extra works which may be ordered under the powers herein contained. The specifications, schedules etc. are to be taken for any omission in any of these documents.

### **3. SELECTION OF FIELD WORKERS**

- 3.1. Field worker for sewer maintenance proposed to be engaged by the contractor shall have good health with physical fitness and age not less than 21 years.
- 3.2. The contractor has to provide field workers in sufficient numbers for sewer maintenance work without any shortage of man power. The contractor shall have sufficient standby field workers.
- 3.3. In case of failure of the contractor to provide the required number of field workers as per the contract, penalty of **Rs. 250/- per field worker** per day will be levied.

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#### **4. DUTIES OF FIELD WORKERS TO BE EMPLOYED FOR SEWER MAINTENANCE**

- 4.1. The field workers employed by the contractor shall report to the Engineer for duty well before starting of the day's work and also feedback after completion of the work. The duty time of the field workers shall be 8.30 A.M. to 4.30 P.M. The field workers are not entitled for any over time. If the field workers are not found during the inspection of the Board officers and observed from the site the contractor will not be paid for that day for the sewer workers.
- 4.2. The field workers provided by the contractor will be engaged for removal of sewer obstructions, silt from manhole and related work of any other works assigned by the Engineer in charge. The work will be carried out using the mechanical equipment observing the safety procedure.
- 4.3. The field workers shall test for the presence of carbon monoxide, hydrogen sulphide, methane and absence of oxygen with gas detector provided by the CMWSSB before commencing the work of removal of silt in the manhole and no naked flame shall be used to test the presence of poisonous gas in the sewer system.
- 4.4. As per the High Court Order in W.P. NO. 24403, dt. 20.11.2008 entry of human being into the sewer system under the guise of removing the blocks strictly prohibited except under the following exceptional circumstances. :-
  - (i) For removal of concrete / FRC manhole door which gets damaged due to the heavy vehicular traffic and often falls inside the manhole causing obstructions / blocks in the sewer and which results in the blockage of sewerage system and where mechanical equipments cannot be put into operation.
  - (ii) For the purpose of inter-linking the newly laid sewer main with the existing sewer main, where it will be wholly necessary to block the sewer main in the servicing manhole. Entry of field worker on such occasions has to be necessarily permitted, inasmuch as it is stated that large size sewer i.e. where the dia is more than 300 mm, blocking the sewer main from the top of the manhole is not possible and only the field worker has to enter the manhole and that too with necessary safety gadgets for blocking the sewer temporarily.
  - (iii) For the removal of submersible pump sets fixed at the bottom of the suction wells, which goes out of order, for which the sanitary worker has to enter the well again with necessary safety gadgets after emptying the sewage from the well in order to remove the pumpset. It is made clear that before allowing any sanitary worker to enter on such occasions, steps should be taken to see that the sewage is totally emptied and thereby further ensure that no poisonous gas remains in the sewage line.
  - (iv) For the construction of manhole or rectification of the sewer main due to any damage caused by sinking of manhole covers / sewer lines when the sewage pipeline gets blocked or gets obstructed, which results in the system getting surcharged. Here again, before allowing any field worker to enter the sewer line, it

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is essential that sewage line is emptied by blocking the manholes in the system on either side of the sinking manholes / damaged manholes.

4.5. The contractor shall arrange for the provision of safety gadgets to all the field workers whose services are availed by the contractor.

## **5. RESPONSIBILITIES OF THE CONTRACTOR**

5.1. The contractor shall provide and maintain a separate attendance register for recording the attendance of the field workers and based on the attendance register payment will be made to the contractor.

5.2. The contractor shall get prior approval of the Board before deploying any field worker on duty at a later date shall do so with prior permission of the Engineer in charge.

5.3. The contractor shall be solely responsible for maintenance of discipline among the labours on duty. Any lapse in his, the contractor shall remove the field worker identified by the Engineering in charge and substitute with suitable field worker without any break in duty.

5.4. The contractor shall also provide necessary soap, PVC Hand glove, safety belt, gumboot and uniform, towel as approved by the Board to the field workers.

5.5. The contractor shall also be responsible for medical and regular clinical test for Field Workers.

## **6. FOLLOWING LAWS SHALL BE ADHERED TO BY THE CONTRACTOR WHEREVER APPLICABLE**

- a. Workmen Compensation Act 1923
- b. Payment of Wages Act 1936
- c. Industrial Disputes Act 1947
- d. Minimum Wages Act 1948
- e. Factories Act 1948
- f. Employees PF and Miscellaneous Act 1952
- g. Payment of Bonus Act 1965
- h. Payment of Gratuity Act 1972
- i. Equal Remuneration Act 1979
- j. Maternity Benefit Act 1951
- k. Contract Labour (Regulation & Abolition Act 1970)
- l. Industrial Employment (Standing Orders) Act 1946

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- m. Trade Unions Act 1926
- n. Child Labour (Prohibition & Regulation) Act 1986
- o. Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979
- p. The Building and Other Construction workers (Regulation of Employment and Conditions of Service ) Act 1996 and the Cess Act of 1996
- q. Employee State Insurance Act 1946
- r. The Tamil Nadu Manual Workers (Regulation of Employment and Conditions of Work ) Act 1982
- s. The Bonded Labour System (Abolition) Act 1976
- t. The Employer's Liability Act 1938

## **7. ELIMINATION OF CHILD LABOUR**

- 7.1. Attention of all contractor are invited to the Child Labour (Prohibition and Regulations) Act 1956, which prohibits employment of children below 14 years of age in certain occupation and process and provides for regulations of employment of children in all other occupations and progress. Employment of child labour is prohibited in building and construction industry.
- 7.2. All the contractors are requested to adhere to the provisions in the above Act and see that engagement of child labour in the operational activities of the Board are completely eliminated. Any violation of the provisions will lead to penal action apart from cancellation of registration as contractors from the list of registered contractors in the Board.

## **8. SPECIAL CONDITIONS**

### **Mode of payment**

- 8.1. The successful tenderer should open a designated account in the name of contractor in a bank so that the monthly payments payable by Metrowater for the above contract will be sent to this account directly.
- 8.2. The successful tenderer should also furnish the list of field workers every month to whom monthly payments to be paid along with bank account details of these individuals to the concerned official.
- 8.3. The successful tenderer should undertake to make the payment to the individuals through bank accounts by authorizing the bank accordingly.
- 8.4. The rate to be paid to the workers (Field workers) by the successful tenderer should not be less than the statutory minimum wages payable as fixed by collector of Chennai under daily wages of Menials.

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## 9. CONTRACT LABOUR WELFARE

- 9.1. The rights and benefits conferred on the workmen employed by the contractor under the provisions of various Labour Laws are the responsibility of the contractor. The contractor has to indemnify the CMWSS Board in case of loss or any damages. It is the responsibility of the contractor to take insurance policy under Workmen's Compensation Act, 1923 for each labour engaged by the contractor. The contractor will be responsible for any deficiency of safety measures to be adhered. A photocopy of the insurance under workmen's compensation policy should be furnished to the Board. The policies should be kept alive till completion of the contract.
- 9.2. The contractor shall produce fitness certificate from any Authorised Medical Attendant (AMA) of Government Hospital for all the Labour staff to be employed.

## 10. COMPLIANCE WITH LABOUR REGULATIONS

- 10.1. During the continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Governments or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State Government or Central Government or the local authority. The contractor shall keep the Board indemnified in case any action is taken against the Board by the competent authority on account of contravention of any of the provisions of any Act of or rules made there under, regulations or notifications including amendments. If the Board is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / Regulations including amendments, if any, on the part of the contractor, the Engineer / Board shall have the right deduct any money due to the contractor including his amount or performance security. The Board / Engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Board.
- 10.2. The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Board at any point of time.
11. The Field Workers who have been employed by the contractor should also have ESI & EPF number in their names. The contractor has to pay ESI & EPF contributions towards the Field Workers every month and applicable service tax. The copies of the remittance challans of the ESI & EPF contributions and service tax should be submitted along with the bill for reimbursement and for claiming the subsequent monthly payment. **Further payments will not be made in case of failure in adhering the procedure.** Similarly, the contribution / premium / tax etc. payable to any other statutory authorities should be remitted by the contractor directly, after registering with the respective departments.

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**12. SKILLED WORKMEN TO BE EMPLOYED**

The contractor shall employ only competent and skilled persons to do the work. Whatever the Engineer shall inform in writing that any person on the works is in the opinion unsatisfactory of incompetent or unfaithful or dishonest, untruthful or disorderly or otherwise unsuitable such person shall be discharged from the work and shall not be employed again on it.

**13. NON-COMPLIANCE TO SCHEDULE OF WORK / MANDATORY DUTIES**

The contractor shall provide all the Field workers with photo identify cards and field workers without the identify card during duty hours shall be levied a penalty of Rs. 25/- in each case.

**14. CONTRACTOR'S LIABILITY**

The contractor shall be absolutely and solely responsible for injury or damage to person and property of any description whatever may be caused by or result from the execution of the works, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specification or not.

**15. CONTRIBUTION TO FUND FOR BENEFIT FOR MANUAL WORKERS IN THE EMPLOYMENT IN WORK**

Notwithstanding anything contained in any law for the time being enforce or in any agreement every persons / contractor who undertake any work shall be liable to pay a sum at such percent, not exceeding 1% of the total cost for the benefit of manual workers in the employment in civil works under a scheme framed under Section 3 of Tamil Nadu Manual Workers (Regulation of Employment and Conditions of work) Act, 1962. The percentage of total estimated cost of work, as may be fixed by the Government notification from time to time shall be recovered from the contractor, deductible at source and remit it to the Tamil Nadu Construction Workers Welfare Board within such period as may be prescribed.

**15. RECOVERY OF SALEX TAX**

The Tamil Nadu General Sales Tax as per 7 F of Act 15 of 1999 empowered the Board to deduct applicable Sales Tax amount calculated at time of payment of any sum to the contractor.

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#### 16. INSURANCE OF CONTRACTORS EMPLOYEES

All the field workers and other employees of the contractor should be covered by a suitable Accident Insurance policy to cover liabilities under the workman's Compensation Act.

#### 17. TERMS OF PAYMENT

The contractor shall raise monthly bills based on the attendance register which shall be duly certified by the Engineer in charge and the payment shall be effected after making the following deductions.

95% of the certified bill value shall be released within 15 days from the date of receipt of bills.

5% shall be released towards during final bill on confirmation of all dues to the field workers employed by the contractor.

Irrespective of the payment made by the Board the payment to the field workers shall be paid on 5<sup>th</sup> of every month by the contractor.

The contract shall be for a period of one year from the date of commencement of work. The rate offered shall be firm and fixed during the tenure of contract.

#### 18. RECOVERY TO BE MADE FOR DEFAULT

Sl. No.	Description	Amount
1	Non-possession of photo identity by the field worker	Rs. 25/- per field worker per day
2	Disobedience of any person	to be replaced immediately
3	In case of failure of the contractor to provide the required number of workers as per the contract	<b>Rs.250/- per field worker per day will be levied.</b>

Name of work: Providing 250 Nos. Field Workers for working in various Depots of CMWSSB for removal of sewer obstructions in sewerage system, silt removal at manholes by using mechanical equipments and allied works for one year.

Contract No. : CNT/SEW/MWB/2392/2013-14.

**UNDERTAKING**

**ADDITIONAL CONDITIONS FOR THE CLEANING AND MAINTENANCE OF SEWERAGE SYSTEM (INCLUDING SEPTIC TANKS)**

I / We ..... aged about ..... years, S/o ..... residing at ..... am / are aware of the direction of the Hon'ble High Court of Madras in its order dated 20.11.2008 in W.P. NO. 24403/2008 and the orders of the Government of Tamil Nadu in G.O.(Ms) No.293, M.A & W.S (MW) Department, dated 26.11.2010, regarding the ban on manual scavenging and on the entry of sanitary workers into the sewerage system of septic tank. I undertake to abide by the said directions of the High Court and Government Order in this regard. All cleaning and maintenance operations shall be done only through mechanical devices.

I / We shall not allow sanitary workers to enter into the sewerage system / septic tank for cleaning or maintenance operations except in the 4 circumstances permitted in the orders of the High Court in W.P. No. 24403, dated 20.11.2008. I am aware that even in these 4 circumstances, I should allow the workers to enter only with adequate safety gadgets and under the supervision of a qualified staff, and only after duly observing all safety precautions including testing for the presence of toxic gases.

I / We am/are aware that violation of the said directions of the Hon'ble High Court and the G.O. will attract punishment under section 14 of the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act, 1993.

I / We shall not allow sanitary workers to enter into the sewerage system / septic tank for cleaning or maintenance operations except in the 4 circumstances permitted in the orders of the High Court in W.P. NO. 24403/2008, dated 20.11.2008 as follows:

Name of work: Providing 250 Nos. Field Workers for working in various Depots of CMWSSB for removal of sewer obstructions in sewerage system, silt removal at manholes by using mechanical equipments and allied works for one year.

Contract No. : CNT/SEW/MWB/2392/2013-14.

- 1) For the removal of concrete / FRP manhole door which gets damaged due to the heavy vehicular traffic and often falls inside the manhole causing obstructions / blocks in the sewer and which results in the blockage of sewerage system, and where mechanical equipments cannot be put into operation.
- 2) For the purpose of inter-linking the newly laid sewer main with the existing sewer main, where it will be wholly necessary to block the sewer main in the servicing manhole. Entry of sanitary workers on such occasions has to be necessarily permitted, in as much as it is stated that large size sewer i.e. where the diameter is more than 300 mm, blocking the sewer main from the top of the manhole is not possible and only the sanitary worker has to enter the manhole and that too with necessary safety gadgets for blocking the sewer temporarily.
- 3) For the removal of submersible pump sets fixed at the bottom of the suction wells, which goes out of order, for which the sanitary worker has to enter the well again with necessary safety gadgets after emptying the sewage from the well in order to remove the pumpset. It is made clear that before allowing any sanitary worker to enter on such occasions, steps should be taken to see that the sewage is totally emptied and thereby further ensure that no poisonous gas remains in the sewage line.
- 4) For the reconstruction of the manhole or rectification of the sewer main due to any damage caused by sinking of man hole covers / sewer line when the sewage pipe line gets blocked or gets obstructed, which results in the system getting surcharged. Here again, before allowing any sanitary worker to enter the sewer line, it is essential that sewage line is emptied by blocking the manholes in the system on either side of the sinking manholes / damaged manholes.

Even in the above four instances, I / We will allow the workers to enter only with adequate safety gadgets and under the supervision of a qualified staff, and only after duly observing all safety precautions including testing for the presence of toxic gases with a gas detector. Naked flame method of testing the presence of poisonous gases is hazardous and should be strictly avoided.

Name of work: Providing 250 Nos. Field Workers for working in various Depots of CMWSSB for removal of sewer obstructions in sewerage system, silt removal at manholes by using mechanical equipments and allied works for one year.

Contract No. : CNT/SEW/MWB/2392/2013-14.

- a. Even in the non-exceptional circumstances, consideration of safety of the workers shall be paramount and the contractor shall ensure the same.
- b. I / We will indemnify the employer for any loss or damage caused by his negligence or by his non-observance / violations of any labour laws.
- c. I / We will take out insurance policies under the Workmen's Compensation Act, 1923 for all the workers engaged by him and a photocopy of the insurance policy should be furnished to the employer. The policy should be kept alive till completion of the contract.
- d. I / We will impart safety education to all his workers and train them in the use of safety gadgets.

Signature of the Contractor  
with seal