

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

CHECK LIST FOR THE GUIDANCE OF THE CONTRACTOR

I		The Tender schedule for the above work consists of 20 pages as detailed below:
	(i)	Checklist for the guidance of the Contractors Page – 1 to 3
	(ii)	Notice Inviting Tender Page - 4
	(iii)	Special Instructions to Bidders for E-Bid Submission Page – 5 to 7
	(iv)	Letter of Tender 2 pages Page - 8 & 9
	(v)	Price Schedule Page - 10 & 11
	(vi)	Work schedule Page – 12
	(vii)	Special Conditions Page – 13 to 19
	(viii)	List of Vehicles Page - 20
II	1	The total number of items in the work schedule- 1 No and the departmental value works out to Rs.92,98,800/-
	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.
	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 work 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.	<p>The present tender document contains priced work schedule and price schedule. The tenderers are requested to quote the percentage variation over the departmental value in words and figures in any one of the forms in price schedule. If there is any discrepancy between words and figures, the lower among the words and figures will be taken into account.</p> <p>All entries should be made legibly in ink. Writing the percentage variation first in pencil and later over writing in ink should be avoided and also over writing the corrections may be avoided.</p> <p>Corrections if any should be made by neatly scoring out the unwanted matter and rewriting legibly. Every such correction should be attested by the full signature of the tenderer.</p>
	6.	<p><u>Eligibility :</u></p> <p>1. Contractors registered in Metro water in Class-I A & IIIB and above (i.e. those who are eligible to take up the work costing more than Rs.75.00 lakh for Civil & pipelaying works and the work costing more than Rs.30.00 lakh for Electrical, Mechanical and Erection works) are eligible to tender for this work.</p> <p>(or)</p> <p>2. Contractors registered in other departments and undertakings of the Central or State Government in the corresponding class for taking up such work,</p>

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

	<p>who have executed similar works of the same or higher magnitude are also eligible to tender for this work. (or) 3. The Company / Firms having minimum Turn Over of Rs.100.00 Lakh & above and having experience of Operating & Maintaining minimum 5 Nos. of Desilting machine for a minimum period of 6 months. (Certificate to the above effect to be furnished from the Officers not below the rank of Executive Engineer). <u>Note:</u> Contractors not Registered in the Board and who intend to participate in the tender, subject to their eligibility as above are requested to obtain a copy of the Standard tender document from the Office of the Contracts wing before submitting their Tender. They should furnish Proof for their registration in the appropriate class and experience as indicated above while submitting their tenders, otherwise their tenders will be treated as non responsive. The tender received from ineligible contractors will be treated as non responsive. However the successful tenderer will have to get himself registered in the Board in the appropriate class.</p>
7.	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.
8.	<p><u>SECURITY DEPOSIT</u> 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:</p> <p>a).</p> <p>Form in which S.D. collected.</p> <p>In the shape of NSC/NSS/KVP/Post office Time Deposits valid for the required contract period and pledged in favour of Managing Director, CMWSS Board and shall have the necessary transfer endorsement of the Post Office. (OR) Fixed Deposit for the required period from nationalized/schedule Bank/TNSC Bank in favour of Managing Director, CMWSS Board. (OR) Certified cheque/Bank Draft in favour of Managing Director, CMWSS Board payable at Chennai.</p>
b)	The value of S.D will be as follows:
i)	for tenders with any plus percentage and upto (-)5% over departmental value – 2% of the contract value.
ii)	for tenders between (-)5% to (-)15% over departmental value --- 4% of the contract value.
iii)	for tenders, above (-)15% over departmental value --- 5% of the contract value.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

9.	Recovery made to default and details of penalty are furnished in Page No.19 . Tenderers are requested to take note of the details. The above details will be incorporated in the contract documents while executing agreement.
10	All duties, taxes and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total quoted rates submitted by the bidder. Any statutory variations in duties/taxes, which takes effect from a date subsequent to the due date for receipt of tender, shall be to CMWSS Board's Account.
11.	<u>Tender Validity</u> Tenders shall remain valid for a period of not less than ninety days (90 days) after the deadline date for bid submission. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
12.	No cheque will be accepted towards Earnest Money Deposit.
13.	Tenders with conditions are liable for rejection.
14.	The defects liability period in respect of original civil works and pipe laying works is 5 years and thirty six months in respect of all Electrical, Mechanical and allied works.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

**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 work

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	Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range. CNT/SEW/MWB/2033/2010-11	08.09.2010 up to 3.00 PM	92.99	56,500/-	16.08.2010 to 07.09.2010	Class IA & Class IIIB above	360 Days
2	Date & time for opening of tenders	08.09.2010 after 3.00 PM					
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	www.chennaietrowater.tn.nic.in & www.tenders.tn.gov.in					
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 th Floor, CMWSS Board, Chennai – 600 002 Phone No. 044-2845 1300 Extn. 253 FAX : 044-2845 4336 Email: secm@chennaietrowater.com					
7.	e-bid submission & portal	Permitted through portal www.tntenders.gov.in					

**SUPERINTENDING ENGINEER
(CONTRACTS & MONITORING)**

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-BID SUBMISSION

The above tender notice is also available on the web site www.tntenders.gov.in. This site permits downloading of the tender documents at free of cost. The intending tenderers may visit this site and download the tender document at free of cost and use it for tender submission.

The tenderer is also permitted to upload the tender on the web site using the e-token.

The following list of items is to be uploaded by the tenderer (or) bidder within the date & time of submission of bids.

1. Earnest Money Deposit

In case of offline payment, scanned copy of the Demand Draft/ Pay Order / Banker's Cheque in the acceptable manner as mentioned in the tender schedule.

Tenderers having Current Account with ICICI Bank may make payment online through ICICI Bank gateway.

2. Letter of Tender: Should be signed & the scanned copy of the Letter of Tender, along with the relevant documents in PDF format as one file.

The originals for the above (Item No. 1&2) should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.

3. Schedule of Works / Bill of Quantities: The Bidder has to fill only the rates in figures in the columns provided in Bill of Quantities in excel form and uploaded as boq.xls file. The same file may also be converted into pdf and uploaded.

All documents should be digitally signed using bidder's digital signature certificate prior to uploading through the Govt. Tenders portal

The Digital Signature Certificate/ e- token may be obtained from one of the authorised Digital Certifying Authorities such as SIFY & nCode, at the risk and cost of the bidder.

During e-submission of tenders, the following special cares are to be taken:

- 1) Bidder should do the registration in the tender site using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site.
- 2) Bidder then login to the site thro' the secured log in by giving the password of the e-token & then the user id/ password chosen during registration.
- 3) The e-token that is registered should be used by the bidder and should not be misused by others.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

- 4) After getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 5) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 6) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF format. If there are more than one document, they can be clubbed together.
- 7) Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
- 8) The bidder read the terms & conditions and accepts the same to proceed further to submit the bids.
- 9) The bidder has to select the payment option as online/offline to pay the fee & EMD as applicable.
- 10) Bidders having current account with ICICI may make the pay the EMD online thro' the ICICI payment gateway during the e-submission of the tender.
- 11) In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 12) The rates offered details have to be entered separately against the specified place in the downloaded spread sheet file (xls) and should be submitted as boq.xls file during the e-bid submission.
- 13) The bidders are requested to enter the individual rates offered in the boq.xls file considering all aspects inclusive of any rebates, etc. No separate rebate or discount should be entered at the end of BOQ. The uploaded boq.xls will not be available for subsequent modification.
- 14) The bidders can submit the bids only once and thereafter, it is not possible to make changes in the bids submitted.
- 15) The tendering system will give a successful bid updation message after uploading all the bid documents submitted & then a bid summary will be shown with the bid number & the date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

- 16) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 17) The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 18) For any clarifications with the TIA, the bid number can be used as a reference.
- 19) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 20) Each document to be uploaded thro' online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced thro' zip and the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 21) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 22) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

For any other queries, the bidders are asked to contact thro'

Mail: secm@chennaietrowater.com

Phone no.: 044-28451300-320, Extn. 209 or 253 well in advance

This Department will not be held responsible for any sort of delay or the difficulty faced in the e-bid submission of tenders online by the bidders.

SUPERINTENDING ENGINEER(C&M)

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

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 **08.09.2010**.

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..... datedfor 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.56,500/-** 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 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.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

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 “**Annual Operation and Maintenance Contract for 21 Nos. of Desilting machines under S.E. (North) range**” is accepted, I/We agree and guarantee to commence the said works within a period of seven days from the date of receipt of work order and complete the entire work as stipulated for a period of **360 Days** from the date of commencement of the work 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.....2010.

Signature.....

Name and
address:

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

PRICE SCHEDULE

1. This tender has been called for in the percentage tender system. In the work schedule, detailed items of works involved in the work with specifications along with the quantity, the departmental rates and amount for individual items are furnished. The total value of the work is also furnished.

2. The tenderers are requested to quote the percentage variation over the total departmental value, which will be applicable for all items of works, individually and uniformly at which they are willing to execute the works, in the following format. In case any discrepancy / correction are found between figures and words furnished for the percentage, then the LOWER percentage among them ALONE will be taken as correct.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

FILL UP ANYONE OF THE FORM - A, B or C
STRIKE OUT THE FORM WHICH IS NOT APPLICABLE.

FORM - A

I / We agree to execute the work of “**Annual Operation and Maintenance Contract for 21 Nos. of Desilting machines under S.E. (North) range** ” with a tender percentage of (-) Minus-----
----- (in words) ----- (in figures) over departmental value of Rs.92,98,800 as furnished in the work schedule which is also applicable for all items of works, individually and uniformly over the departmental rates, furnished in the work schedule.

FORM - B

I / We agree to execute the work of “**Annual Operation and Maintenance Contract for 21 Nos. of Desilting machines under S.E. (North) range**” at the department value of Rs.92,98,800 for all items of work furnished in the schedule.

FORM - C

I / We agree to execute the work of “**Annual Operation and Maintenance Contract for 21 Nos. of Desilting machines under S.E. (North) range**” with a tender percentage of (+) Plus -----
(in words) ----- (in figures) over departmental value of Rs.92,98,800 as furnished in the work schedule which is also applicable for all items of works, individually and uniformly over the departmental rates, furnished in the work schedule.

NOTE:

1. The tenderers are requested to strike out the forms which are not applicable
2. If any two or three forms are filled by the tenderers the LOWEST percentage quoted by the tenderer will be considered.
3. If there is any discrepancy in percentage quoted in words and in figures the lowest percentage quoted will be considered.
4. If the tenderer failed to fill the form A/B/C and strike out forms other than the quoted one then, the department value will be taken as quoted rate

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

WORK SCHEDULE

Sl. No	Description of work	No. or Qty.	Rate Rs. P.	Per	Amount Rs. P.
1.	Operation and maintenance of 21 Nos. of D'silt man machine and Desilting the manhole chambers of various depth at different location in S.E.(North) range of CMWSSB, Chennai City for 360 days as directed by the CMWSS Board authorized Officials. The Operation and Maintenance cost includes provision of 1 driver cum operator & 1 men mazdoor per vehicle and consumable like disel, engine oil including 2 sets of uniform with stitching charges & photo identity card to the Driver cum Operator & men mazdoor, two pairs of gum boot, 12 pairs of PVC hand gloves to Mazdoor etc., complete. The Desilt machine will be supplied by CMWSS Board. The rate inclusive of maintaining the machinery/ equipment in good working condition without any extra cost.	7,560 days (360 days *21 Nos.)	1230.00	Day	92,98,800.00
	Total				92,98,800.00

Note: All Taxes such as Service Tax, ESI & EPF etc., are payable by the Contractor

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

SPECIAL CONDITIONS

The Hon'ble High Court has banned entry of human being into the manholes of sewerage system. Consequently mechanized desilting of the sewer system has to be done continuously in order to avoid surcharge of sewage. Hence, contractor has to make suitable arrangements so that these machines are working continuously during this contract including on Sunday & Govt. Holidays.

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, Chintadripet, Chennai – 600 002 and any Officer duly authorized by this Board to act on its behalf.
- b) Contractor means the persons or firm or company contracting for the work specified including his or their executors or administrators of legal representatives or successors:
- c) Engineer means Superintending Engineer or any other Engineer appointed from time to time by the Board to act as such in connection with these works. Whenever, any work is specified to be done or material supplied to the satisfaction of the Engineer, shall be taken as including his properly authorized Assistants and duly authorized Representatives.
- d) Work means as per work schedule for the work of “Annual Operational contract for 21 Nos. of desilt man-machine for 360 days in various Depots of Superintending Engineer (North) range of CMWSS Board”.

2. WORKS COMPRISED IN THE CONTRACT:

This contract comprises of “Annual Operational contract for 21 Nos. of desilt man-machine for 360 days in various depots of Superintending Engineer (North) range of CMWSS Board” 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 DRIVER-CUM-OPERATOR AND FIELD WORKER:

3.1 The Driver-cum-Operator for the machine should have a valid light vehicle license with five years experience and not below the age of 21 years. He should possess good health and physical fitness. Similarly, the Field Worker engaged under contract also should have good health and physical fitness and his age should be not less than 21 years.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

3.2 The contractor should engage alternate driver and Field Worker to substitute the regular driver and Field worker in the absence of a regular driver & Field worker so that the work is not hampered at any stage, due to their absence.

3.3 If the Field Worker alone has absented from duty, 40% of the quoted value under item 1 of WORK SCHEDULE and a fine of Rs.50/- per worker per day will be deducted from the bills to be paid.

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

4.1 The Driver-cum-Operator and Field Worker 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.

4.2 The staff provided by the contractor will be engaged for removal of silt from manhole. The work will be carried out using the mechanical equipment observing the safety procedure.

4.3 The staff 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 blockages 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 main sewer in the servicing manhole. Entry of field worker on such occasion has to be necessarily permitted, inasmuch as it is stated that large size sewer i.e. where the dia is more than 300mm, 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) The reconstruction of manhole or rectification of the sewer main due to any damage caused by sinking of manhole covers / sewer line 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 is essential that sewage line is emptied by blocking the man holes in the system on either side of the sinking manholes / damaged manholes.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

- (iv) The contractor shall arrange for the provision of safety gadgets to all the field worker 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 worker 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 personnel identified by the Engineer in charge and substitute with suitable field worker without any break in duty.

5.4 The field worker while on duty should wear the safety gum boots and PVC hand gloves failing which he will not be permitted for duty on that day. On no account, the staff should be allowed to enter into the manhole.

5.5 The contractor should provide 2 sets of uniform (colour should be approved by C.E.(O&M) two pairs of Gumboot and 12 pairs of PVC hand glouse to driver cum operator and field worker and photo identify card to the driver and Field worker engaged in the work. If this is not adhered to, a fine of Rs.50/- per person per day will be levied for each violation. No separate payment will be paid for these items and the rate quoted is inclusive of it.

5.6 The contractor shall also be responsible for medical and regular clinical test for his staff.

5.7 If situation warrants, the contractor may be asked to continue the work beyond the normal working hours of 8 hrs./day for which additional payment will be made on proportionate basis. Illustration : If the approved rate is 'x' per day, the charges payable for extra time beyond the normal working hours will be 'x / 8' per hour and in case of night hours it will be '1.5 x / 8' per hour. If the work is continued during the night hours or when the work is carried out during night hours as directed by the Engineer incharge, payment there for will be made @ 1.5 times of the admissible rates under this contract calculated proportionally on hourly basis for the actual number of hours worked during night hours. Here Night hour means 8.00 PM to 6.00 AM.

5.8 Minor repairs to the vehicle costing upto Rs.5,000/- at a time should be carried out by the contractor with the prior approval of the Area Engineer. The expenditure incurred on this account may be claimed along with the monthly payment due to him under this contract. The vouchers for the actual expenditure incurred have to be produced along with the monthly bill. For major repairs costing above Rs.5,000/- the Depot Engineer will take suitable action to repair the vehicle as early as possible.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

5.9 Payment will not be made if the vehicle is not operated due to repairs of the vehicle. Such contingencies should however be reported in advance to the Engineer in charge failing which, a fine of Rs.100/- per day will be levied. Likewise, penalty will also be levied at Rs.100/- for the absence of the driver when the vehicle is in good working condition.

5.10. If the work cannot be preceded due to any minor repair or under other circumstances in the mid way during a particular day, the payment for the hours worked on that day will be made on pro-rata basis on the written approval of the Area Engineer concerned.

5.11. The working hours for the machine will be reckoned from the time of reporting by the driver with vehicle at the allocated DAE / Depot Office before commencement of the work to reporting back to the DAE / Depot Office after finishing the work.

5.12. The vehicle has to be parked at the location designated for the parking by the concerned Engineer-in-charge.

5.13. Irrespective of the payment made by the Board the payment to the staff employed shall be paid on 5th of every month by the contractor.

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
- 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, 1948
- 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. ELEMINATION OF CHILD LABOUR

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

7.1 Attention of all contractor are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 14 years of age in certain occupations 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 leads to penal action apart from cancellation of registration as contractors from the list of registered contractors in the Board.

8. MODE OF PAYMENT:

8.1 The contractor 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 contractor will be paid as monthly basis on receipt of claim received from the contractor.

8.3 If situation warrants, the contractor may be asked to continue the work beyond the normal working hours of 8 hrs. / day for which additional payment will be made on proportionate basis. Illustration: If the approved rate is 'x' per day, the charges payable for extra time beyond the normal working hours will be 'x' / 8' per hour and in case of night hours it will be '1.5 x / 8' per hour. If the work is continued during the night hours or when the work is carried out during night hours as directed by the Engineer incharge, payment there for will be made @ 1.5 times of the admissible rates under this contract calculated proportionally on hourly basis for the actual number of hours worked during night hours. Here Night hour means 8.00 PM to 6.00 AM.

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 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,

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

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 the 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 or rules made thereunder, 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 to deduct any money due to the contractor including his amount of 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.

10.3.1 The contractor having ESI, EPF code No. should remit the contribution directly towards the payment for ESI & EPF for the Employees and the Employers contributions in his / their code numbers and copy of the remittance challans should be produced. In case, the contractor fails to remit, he should inform wage rates of employees to the Principal employer and authorize the Board to make the deductions from the payment of bills. The contribution / premium / tax etc. to any other statutory authorities, the contractor has to remit amount directly after registering with the respective departments.

10.3.2 If there is any changes in the prevailing tax rate, statutory levies, increase in such taxes / levies will be borne by the Board and if any decrease in the tax component the same will be deducted from the contractor's payment.

11. SKILLED WORKMEN TO BE EMPLOYED

The contractor shall employ only competent and skilled persons to do the work. Whenever the Engineer shall inform him in writing that any person on the works is in his 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.

12. NON-COMPLIANCE TO SCHEDULE OF WORK / MANDATORY DUTIES

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

13. 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.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

14. 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 one percent 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, 1982. 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, deduct able at source and remit it to the Tamil Nadu Construction Workers Welfare Board within such period as may be prescribed.

15 RECOVERY OF SALES TAX

The Tamil Nadu General sales Tax as per 7 F of Act 15 of 1999 empowered the. Board to deduct 4% of VAT amount calculated at time of payment of any sum to the contractor

16. INSURANCE OF CONTRACTORS EMPLOYEES

The field workers and other employees of the contractor should be covered by a suitable Accident Insurance Policy to cover liabilities under the Workmen'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 and 5% will be retained in each bill as retention amount.

Retention amount of 5% shall be released at the time of final bill.

The contract shall be for a period of 360 days 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-possessing of photo identify by the staff	Rs.25/- per staff per day
2.	Disobedience of any person	to be replaced immediately
3.	In case of man power not deployed and the desilting work is not carried out	Liquidated damage of Rs.222/- per day/ vehicle will be levied.

Signature of Tenderer

Name of work : Annual Operation & Maintenance Contract for 21 Nos. of Desilting Machines under S.E.(North) range.

Contract No : CNT/SEW/MWB/2033/2010-11

List of Vehicles

Sl.No.	Area	Vehicle No.
1	Area - I	TN 01 AF 0942
2	Area - I	TN 01 AJ 0063
3	Area - I	TN 01 AJ 4768
4	Area - I	TN 01 AJ 4790
5	Area - I	TN 01 AJ 7160
6	Area - I	TN 01 AJ 7247
7	Area - II	TN 01 AH 9922
8	Area - II	TN 01 AJ 4564
9	Area - II	TN 01 AJ 7790
10	Area - II	TN 01 AK 0217
11	Area - III	TN 01 AH 6949
12	Area - III	TN 01 AJ 0204
13	Area - III	TN 01 AJ 4547
14	Area - III	TN 01 AJ 7771
15	Area - III	TN 01 AK 0236
16	Area - III	TN 01 AK 0218
17	Area - IV	TN 01 AH 9865
18	Area - IV	TN 01 AJ 4503
19	Area - IV	TN 01 AJ 7245
20	Area - IV	TN 01 AK 0207
21	Area - IV	TN 01 AH 9796

Signature of Tenderer