

TAMILNADU WATER SUPPLY AND DRAINAGE BOARD

(Modified Bid document as per Board's directions
B.P.Ms. 06 / Dt. 22.02.2018)

TENDER DOCUMENT



Name of work: Outsourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20

TENDER DOCUMENT (37 pages)

**EXECUTIVE ENGINEER, TWAD BOARD, MAINTENANCE DIVISION,
DINDIGUL**

Last date of submission: Up to 3.00 pm on 29.07.2019

INDEX

Sl. No.	Description	Page No.
I	Check List	3
II	Tender Call	6
III	Letter of Application	8
IV	Work Schedule	10
V	Price Schedule	11
VI	Submission of Tender	12
VII	Opening of Tender and Award of Contract	13
VIII	List of Certificates	15
IX	Mandatory Duties of Contractor	16
X	Duties and Responsibilities of the Contract Labour	18
LIST OF ANNEXURES		
ANNEXURE – I	Model Estimate	19
ANNEXURE – II	Schedule of Maintenance	20
ANNEXURE – III	List of Equipments & Tools	25
ANNEXURE – IV	List of Minor repairs to be attended	26
ANNEXURE – V	Safety Measures	27
ANNEXURE – VI	Contract labour Welfare	28
ANNEXURE – VII	Non-compliance to Schedule of work / Mandatory Duties	29
ANNEXURE – VIII	Role of TWAD Board	30
ANNEXURE – IX	Payment	31
ANNEXURE – X	Special Conditions	32
ANNEXURE – XI	Evidence of Access to or Availability of credit Facility	36
ANNEXURE – XII	Performance Bank Guarantee (Un conditional)	37

I. CHECKLIST FOR THE GUIDANCE OF THE BIDDERS

The Bidder (Contractor / Contract Firm) shall go through the 'Check List for the Guidance of the Bidders below thoroughly before participating in the Tender:

- 1) The total number of items in the work schedule is 1 No. and the Departmental value works out to **Rs. 2247903.00 for a period from 01.08.2019 to 31.03.2020**
- 2) Tenderers are requested to sign all pages in the tender schedule and must sign letter of application. Tenders which do not have the signature of the Tenderer in letter of application will be rejected.
- 3) Tenderers 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 Executive Engineer, TWAD Board, Maintenance Division, Dindigul on any working day.
- 4) The present tender document contains work schedule and price schedule. The tenderers are requested to quote the percentage variation over the Departmental value in words and figures in price schedule. If there is any discrepancy between words and figures, the lower among the words and figures will be taken into account.

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.

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.

- 5) **Eligibility:**
 - a) **Physical Criteria:**
 - i. The contractor who has executed the CWSS for which, the Tender is now called for Operation & Maintenance, is NOT eligible during its defect liability period.
 - ii. As per the provisions of contract labour (Regulations and Abolitions) Act 1970 (herein after referred to as the said Act) section 7, the tenderer should secure a license under the above said act and furnish along with the tender bid document.

b) Financial:

The Bidders should have a cash flow of 3 months of the O & M cost of Tender now called for. Evidence of access line of credit and availability of other financial resources, credit line certificates from the Financial Institutions should be enclosed in the prescribed format Annexed as Annexure – XI.

Bidders registered in TWAD under **Class – III and above & well experienced for O & M works in CWSS** (i.e.) those who are eligible to take up the work costing up to **Rs. 30.00 lakhs** are eligible to tender for this work.

Bidders registered in other Departments and Undertakings of the Central or State Government in the corresponding class for taking up such work, who have carried out similar works of the same or higher magnitude are also eligible to tender for this work.

Bidders 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 tender document from the office referred before submitting their Tender. They should furnish proof of 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 Bidders will be treated as non-responsive. However, the successful tenderer will have to get himself registered in the Board in the appropriate class.

- 6) EMD should be paid for an amount **Rs. 22500/-** in any one of the form given below:

Demand Draft drawn on a Nationalized Bank / Schedule Bank in favour of the Executive Engineer, TWAD Board, Maintenance Division, Dindigul Deposits at Call receipt of Scheduled banks pledged in favour of the Executive Engineer, TWAD Board, Maintenance Division, Dindigul.

Government Security and National Savings Certificate pledged in favour of the Executive Engineer, TWAD Board, Maintenance Division, Dindigul (Purchased within Tamilnadu)

Post office Savings Bank deposits pledged in favour of the Executive Engineer, TWAD Board, Maintenance Division, Dindigul

Fixed deposit receipts from Scheduled banks pledged in favour of the Executive Engineer, TWAD Board, Maintenance Division, Dindigul

Irrevocable Bank Guarantee as per Annexure – XII

Fixed Deposit Receipt should contain lien certificate issued by the Bank for encashment by department. The FDR furnished by the firm should also bear the signature of the authorized signatory on a revenue stamp at the back of the FDR.

No cheque will be accepted towards Earnest Money Deposit.

7) **SECURITY DEPOSIT**

- a) Security deposit equivalent to **2% of the value of the contract** will be collected from the successful Tenderer in the following form and manner within 15 days from the date of receipt of work order:

Form in which SD collected

In the shape of NSC / Post office savings Deposits valid for the required contract period and pledged in favour of Executive Engineer, TWAD Board, Maintenance Division, Dindigul and shall have the necessary transfer endorsement of the Post Office.

(OR)

Fixed Deposit for the required period from Nationalized Bank/ in favour of Executive Engineer, TWAD Board, Maintenance Division, Dindigul.

Irrevocable Bank Guarantee as per Annexure - XII

- b) The value of S.D will be as follows:
- i. for tenders with any plus percentage and up to minus 5% over departmental value 2% of the contract value.
 - ii. for tenders with minus 5% and up to (-) 15% over departmental value 4% of contract value
 - iii. For tenders received with 15 to 20% less than the departmental value, the successful tenderer should remit 50% of the difference between the departmental value and the value of tenders as additional Security Deposit
- 8) Recovery to be made for Non-compliance to Schedule of work / Mandatory Duties are furnished in the **Annexure VII**. Tenderers are requested to take note of the details. The above details will be incorporated in the contract documents while executing agreement.
- 9) All Taxes such as GST, etc. 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 tenderer Any statutory variations in taxes, which take effect from a date subsequent to the due date for receipt of tender, shall be to TWAD Board's Account.
- 10) The rate quoted by the contractor shall include payment for labour welfare measures like ESI, EPF, Workers' Insurance and any other item essential. The model estimate annexed as Annexure I shall be referred before quoting for the tender. Initially ESI @ 3.25 % and EPF @ 13.00 % will be with hold and the same will be released against the proof of evidence, having paid the above amount for all the Maintenance personals engaged as per agreement
- 11) **Tender Validity**
Tenders shall remain valid for a period of not less than **ninety days (90 days)** after the deadline date for Tender submission. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12) Tenders with conditions are liable for rejection.
- 13) **Site Visit:**
The Bidders should visit the entire sites / areas of work involved in operation and maintenance of the CWSS at his own cost and obtain his own information regarding the scheme and also collect details of Habitations served before quoting for the tender. The role of TWAD Board is given in the **Annexure - VIII**.
- 14) The Date of commencement of this programme will be the date of acceptance of tender by the competent authority. However, the date of commencement of operation and maintenance work is contingent upon the handing over of the CWSS for maintenance by the concerned Executive Engineer of TWAD Board maintaining the CWSS to the contractor .The period of contract maintenance will be reckoned from the date of handing over and taking over of the scheme for maintenance by the concerned Executive Engineer of TWAD Board and the contractor respectively.

Date of commencement of operation & maintenance contract	Period of contract
01.08.2019 to 31.03.2020	8 Months

- 15) The revised minimized pattern of maintenance personnel proposed for the O&M of CWSS by TWAD Board may be arrived as per revised BP Ms.No:5 dated: 22.02.2018. However, for estimate purpose the working days for one month may be adopted as 30 days for arriving at the cost of Labour charges per month, so as to ensure continuous operation and maintenance of CWSS and daily supply without any break by the outsourcing agency.

TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD

FORM OF CONTRACT: PERCENTAGE TENDER SYSTEM

TENDER CALL NO: 05 / F. O & M / JDO / 2019 – 20 / dt. 15.07.2019

For and on behalf of Tamil Nadu Water supply and Drainage Board sealed bids are invited by the Executive Engineer, TWAD Board, Maintenance Division, Dindigul for the **Out Sourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20** as detailed below:

Tenders will be opened in the presence of the tenderers or their authorized representative who choose at the time of opening of tender.

Sl. No.	Details of Work	Value of Tender	Eligible Class with executed value of work	Period of sale & contact person	Bid Security
3	Out Sourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20	Rs. 2247903/-	Registered contractor in TWAD Board, Class – III and above & well experienced for O & M works in CWSS	From 17.07.2019 to 26.07.2019 Executive Engineer, TWAD Board, Maintenance Division No. 43, Anna Nagar, Dindigul	Rs.22500 (Rupees Twenty two thousand five hundred only)

General details:

1. Tender inviting Authority: Executive Engineer, TWAD Board, Maintenance Division, No. 43, Anna Nagar, Dindigul
2. Period of contract is **from 01.08.2019 to 31.03.2020**
3. Cost of tender document is **Rs. 1120 /-** (Rs. 1000 + 12% GST)
4. Last date for submission of Tender is before 3.00 P.M on **29.07.2019**
5. The tender will be opened at 3.30 PM on **29.07.2019**
6. The Amount of EMD should be in the approved form in favour of the Executive Engineer Concerned as per above column.
7. Contractors registered under the **appropriate class** and those who had executed the work for the value **mentioned against each work** are eligible to tender for this work. Contractors registered in other Departments and Undertakings of the Central or State

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

Government in the corresponding class for taking up such work, who have executed similar works of the same or higher magnitude are also eligible to tender for this work.

8. Tender documents in English may be purchased by interested tenderers on submission of written application accompanied with a separate Demand Draft for the said work from any Nationalized / Scheduled bank drawn in favour of the concerned Executive Engineer for each work

9. If bid documents are required by post an amount of Rs. 250 /- (Rupees two hundred and fifty only) has to be paid additionally and in such cases, the Board will not be responsible for the delay or loss during transit.

10. The bid documents can also be downloaded free of cost from www.tenders.tn.gov.in and www.twadboard.gov.in

11. The eligibility criteria and other terms and conditions as per bid document will be followed strictly. The undersigned reserves the right to reject any or all the bids without assigning any reasons there for.

12. Further details about the work can be had from the office of the concerned Executive Engineers for each work.

III. LETTER OF APPLICATION

To be delivered to the Executive Engineer, TWAD Board, Maintenance Division, Dindigul at or **before 3.00 P.M. on 29.07.2019**

To
The Executive Engineer,
TWAD Board,
Maintenance Division,
Dindigul.

I / We the undersigned do hereby tender and undertake to perform, provide and execute and maintain the all works, materials matters and things described or mentioned in the **Work Schedule** (item IV) of Tender Document and the specifications thereto (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 specifications therein referred to, at the rates given in the **Price Schedule**.

I / We herewith enclose DD / NSC / PO No. _____ / dated _____ for having remitted Rs. _____ in favour of Executive Engineer, TWAD Board, Maintenance Division, Dindigul as a guarantee for the due fulfillment of my / our tender, and if successful, undertake and agree to forward to the Board within fifteen days after the issue of work order 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 by the authority inviting Tender Notice 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 or any other certificate found required by TWAD Board and agree to execute at my / our cost the agreement attached and to sign the documents therein referred to within 15 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 documents within the time specified for the purpose, the sum of **Rs. _____** accompanying this tender as EMD 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 maintain 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.

I / we undertake to assume full responsibility for the works I / we carry out during the contract period.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

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 **“Outsourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20”** 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 carry out the agreed work as stipulated for a period from **01.08.2019 to 31.03.2020** from the date of commencement of work by me / us. I / we also agree that the performance is the essence of contract. If my / our performance is not to the best satisfaction of the TWAD officials, my / our contract shall be terminated at any point of time.

I / we have actually inspected the sites/areas of operation and maintenance, assessed the nature of the work 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 Executive Engineer, TWAD Board, Maintenance Division, Dindigul or down loaded from the website and abide by the same for this contract also.

As witness my / our hand this _____ day of _____ 20____.

Signature _____
Name and
address:

IV. WORK SCHEDULE

Name of work: Outsourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20

Sl. No.	Description of work	Rate per month (Departmental)	Amount for an annum
1	Outsourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20 under TWAD Board, Maintenance Division, Dindigul by providing required skilled and un skilled personal to perform the mandatory duties specified in the schedule inclusive of ESI & EPF etc, complete and as directed by TWAD Board Officers.	Rs. 280987.88	Rs. 2247903.00
Total			Rs. 2247903.00

Note:

1.The rate is inclusive of ESI & EPF etc.

2. The rate is for operation and maintenance of CWSS by providing minimum number of skilled and unskilled personnel with required qualification and condition as detailed below:

MINIMUM MAINTENANCE PERSONNEL TO BE EMPLOYED

The following minimum personnel are to be engaged by the contractor to maintain the CWSS

Sl. No.	Description of personnel	No.
1	Electrical Superintendent	-
2	Electrician Grade – II	-
3	Fitter Grade – II	1
4	Maintenance Assistant / Watch and Ward	14
5	Turn Cock	3

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

V. PRICE SCHEDULE

I / we agree to carry out the work of **Outsourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20** as per the work schedule at a percentage over the departmental value furnished below:

Sl. No.	Period	Departmental value for annum	Percentage over the Departmental value in figures & words
1	01.08.2019 to 31.03.2020	Rs.2247903.00	

NOTE:

1. If there is any discrepancy in percentage quoted in words and in figures, the lowest of the two will be considered.
2. The rate quoted by the tenderer is inclusive of ESI & EPF, etc.

VI - SUBMISSION OF TENDER

1. The Tender should be submitted in the original tender documents as issued by the Executive Engineer.
2. Under no circumstances, the tender documents are transferable.
3. The tender documents should be placed in an envelope, pasted, sealed and superscribed properly as **“Outsourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20”**
4. All the envelopes shall be addressed to the Executive Engineer, TWAD Board, Maintenance Division, Dindigul.
5. The envelope shall bear the name and address of contractor to enable the tender to be returned in case it is declared late.
6. If the envelope is not sealed and marked as above, the Executive Engineer will assume no responsibility for the misplacement or premature opening of the tender
7. The tender documents must be received by the Executive Engineer mentioned above not later than 3.00 PM on 29.07.2019. In the event of the specified date for submission of tender is declared a holiday for the Executive Engineer, the tender will be received upto to the specified time on the next working day.
8. The Executive Engineer may extend the dead line for submission of tender by issuing amendment, in which case all the rights and obligations of the Executive Engineer and the tenderer previously subject to the original dead line then be subject to the new dead line.
9. All tenders received by the Executive Engineer after the deadline prescribed for submission of tender will be returned unopened to the tenderer.
10. **Instructions of Bidder:** This is a “Turnkey Contract” under Percentage tender system and the Bidder is responsible for completing the entire maintenance works in all respects satisfactorily as per the conditions stipulated in the Work Schedule.

The bidder shall submit the tender to the tender inviting authority i.e. Executive Engineer, TWAD Board, Maintenance Division, Dindigul.

VII. TENDER OPENING AND AWARD OF CONTRACT

Tender opening

1. The cover I contains Work Schedule / Bid Document with requisite documents of the Bidder will be opened on **29.07.2019 at 3.30 PM** by the Executive Engineer in the presence of tenderer or their representatives choose to be present/available on the date at the time in the address specified.

2. The tenderers' names, the tendered percentage over the departmental value and the presence or absence of EMD will be announced by the Executive Engineer at the time of opening.

3. Information relating to the comparison of tenders and recommendation for the award of contract shall not be disclosed to tenderers until the award of contract has been announced.

Award of Contract

1. The Executive Engineer will award the contract to the tenderer who has quoted the lowest percentage over the departmental value provided that the tenderer is eligible in accordance with the item No. 5 in the check list for the contractors of this tender document.

2. The Executive Engineer reserves the right to accept or reject any tender.

3. The tenderer whose tender has been accepted will be notified of the award of the contract by the Executive Engineer by registered letter.

4. The successful tenderer, if not registered with TWAD Board, shall get registered in TWAD Board within 15 days on the receipt of the award of the contract.

5. The contractor shall pay the security deposit as specified in the item 7 in the check list for the contractors of this tender document

6. The successful tenderer along with the SD, shall deliver a non judicial stamp paper of Rs. 100 /- (Rupees one hundred only) at his cost for executing the agreement.

7. The Executive Engineer will issue the work order only on production of ESI / EPF registration numbers of the Employees / workers proposed to be engaged by the contractor for operation and maintenance.

Signing of agreement

1. The Executive Engineer on receipt of the SD and non judicial stamp paper, will furnish to the tenderer the Agreement incorporating all terms and conditions between the Executive Engineer and the successful Tenderer.

2. Upon furnishing the SD by the successful tenderer, the Executive Engineer will notify the other tenderers that their tenders have been unsuccessful.

3. Failure of the successful tenderer to comply with the requirements of item 4, 5, 6 & 7 of the Award of Contract para, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD and any such other remedy the Executive Engineer may take under the contract.

Amendment to the Agreement

Any amendment shall be issued by mutual consent between the Executive Engineer and the contractor only without any contrary to the tender conditions.

Forfeiture of SD

The SD is liable to be forfeited in cases where the contractor fails to carry out the work in accordance with the terms and conditions of the contract leading to termination of the contract.

VIII. LIST OF CETRTIFICATES

1. Certificate of Registration as contractor in TWAD Board / Govt. organization
2. Signature of all partners / power of attorney
3. Income Tax clearance certificate.
4. License as a Principle Employer under the Contract Labour Act.
5. Experience certificate.
6. GST – Registration Certificate
7. Aadhar card – Photo copy
8. PAN card - Photo copy

IX. MANDATORY DUTIES OF THE CONTRACTOR

1. To ensure that the water is supplied to each beneficiary as per the designed quantity on normal condition.
2. Must keep a copy of the relevant portions of the CPHEEO manual on Operation and Maintenance of Water Supply Systems at work site and carry out the O&M works in accordance to the guidelines prescribed in the Manual.
3. Ensuring that adequate manpower is available round the clock to carry out the above tasks and to prevent entry of unauthorized persons.
4. Operation on specified shifts / day and ensuring that back up teams would be available to take over during Sundays, Holidays and in the event of regular Operator including watch and ward.
5. Attendance should be maintained by the contractor and the employees to sign it in every shift. It must be produced for verification as and when called for by the TWAD Engineers.
6. Operate and maintain equipment with skilled staff so as to safeguard the equipments against low voltage, single phasing, earth fault, phase reverse etc. in power supply.
7. To maintain plants and machineries, pump room and it's premises, Pumping main and valves and Treatment Units as per the Schedule of Maintenance annexed as **Annexure II**.
8. The contractor shall carry out minor repairs as listed **Annexure - IV**
9. Operate and maintain capacitor and allied switch gear so as to maintain a power factor of not less than 0.90 prescribed by TNEB.
10. The power factor will not decrease or increase suddenly and hence the contractor should monitor daily. If any decrease in the power factor is noticed, it should be informed to the Departmental Engineers (concerned Assistant Engineer / Assistant Executive Engineer).
11. If Genset is in the scope of contract, Test run of Genset should be carried out for a minimum of 30 minutes per week while in idle condition or as recommended by the manufacturer / directed by TWAD Engineer. The required Diesel / Lube oil will be supplied by Board. However, in case of emergency, the contractor may arrange to purchase the required Diesel / Lube oil as directed by the Engineer in charge and the related cost will be paid as per actual on production of bills.
12. Make sure that the levels in the sumps are maintained in a safe required level and to ensure that overflowing of sump does not occur.
13. Care should be taken to prevent overflow of OHT.
14. The contractor shall maintain all registers under law towards attendance, salary of the workers, log book, etc. in the name of the contractor and the same shall be maintained and signed by the contractor and the same shall be periodically checked by the field engineers or officials of the Board above the rank of the field engineer.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

15. Mandatory Regulations prescribed by CEIG and Inspector of Factories shall be followed without any lapse.
16. Each station should be provided with complete set of tools and equipments required for maintenance as listed in the **Annexure III**.
17. To adhere to safety measures as stipulated in **Annexure V**.
18. To adhere to the Contract welfare Laws as applicable to this scope of contract **Annexure VI**.
19. The bidder should furnish his local office and residential address along with Telephone Nos, email id and mobile Nos.

X - DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- 1) He shall hold full responsibility of maintaining pump room, pumpsets, electrical motors and valves etc. as prescribed by the Board
- 2) To inform minor / major repairs immediately and should be present at site until completion works of repair
- 3) He shall have full responsibility for maintaining the maintenance schedule such as daily, weekly and monthly programmes.
- 4) He shall keep safety belt, gas mask, gas monitor and First Aid box to his custody and utilize whenever requires.
- 5) He shall be responsible for over all cleaning and keeping the station neat and tidy
- 6) To approach TNEB authority when power fails in TNEB structure / Board structure and ensure early supply resumption.
- 7) He shall check up Power Factor everyday and to maintain at minimum 0.90 as prescribed by TNEB.
- 8) In charge shall be responsible to carryout mandatory duties of contractor in the individual pumping station
- 9) Up keeping the equipments and installations in pumping station such as air blowing motors, control panels, gland packing, changing Engine Oil and maintenance of battery.
- 10) Recording Log Book for every hours and including starting / stopping time of the pump sets
- 11) Check the temperature / Noise of Running units and control panel
- 12) Record daily shift activity in Log Book
- 13) General cleaning of all equipments, buildings and the yard and keeping the premises clean and tidy
- 14) Ensuring that staff is available round the clock to carryout out the above task and to prevent entry of unauthorized persons.
- 15) Provide gland packing for the pumps, sluice valve etc. whenever required to avoid leakage of water.
- 16) Watering of plant and tree
- 17) Operating of sluice valves and non-return valves
- 18) To go along pipe line system and check for any leak, burst and damage to the pipe to inform TWAD Engineers immediately for rectification.
- 19) Follow the instruction if any by the Engineers of TWAD Board

ANNEXURE – I
ESTIMATE FOR AN ANNUM

Name of Work: Outsourcing in Operation and Maintenance of 96 rural habitations in Vadamadurai Union under CWSS to 254 rural habitations in Vedasanthur & Vadamadurai unions of Dindigul District for a period from 01.08.2019 to 31.03.2020 for the year 2019 – 20

Sl. No.	Description of work	Quantity (No.)	Month	Rate Rs. P	Per	Amount Rs. P
1	Electrical Superintendent		1	23400.00	Month	0.00
2	Electrician Grade – II		1	16110.00	Month	0.00
3	Fitter Grade – II	1	1	16470.00	Month	16470.00
4	Maintenance Assistant / Watch and ward	14	1	13350.00	Month	186900.00
5	Turn cock	3	1	12780.00	Month	38340.00
6	Filter Bed Operator		1		Month	0.00
	Sub - Total - I per month	18				241710.00
7	ESI @ 3.25 % % as per Labour act of Sub Total - I					7855.58
8	EPF @ 13.00 % as per Labour act of Sub Total - I					31422.30
	Sub Total II a per month					280987.88
	Total for a period from 01.08.2019 to 31.03.2020					2247903.00

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

ANNEXURE - II
SCHEDULE OF MAINTENANCE

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
1	Pump House:				
1.1	Cleaning of site	<input type="checkbox"/>			
1.2	Cleaning of Pump House including Doors and Windows	<input type="checkbox"/>			
1.3	Cleaning of Panel Room, D.G. room etc.	<input type="checkbox"/>			
1.4	Check pump is operational	<input type="checkbox"/>			
1.5	Change over to stand by pumps	<input type="checkbox"/>			
1.6	Record hours run	<input type="checkbox"/>			
1.7	Check operation of air release pipe	<input type="checkbox"/>			
1.8	Lubricating of Rolling Shutters			<input type="checkbox"/>	
1.9	De-weeding of Pump Room premises and removal of cob webs etc in the Pump Room.				<input type="checkbox"/>
1.10	Check all the Internal / External lightings are in fact.	<input type="checkbox"/>			
2	H.T.Structure, Transformer yard and Transformers:				
2.1	Cleaning of transformer yard, removal of grass and plants	<input type="checkbox"/>			
2.2	Check up and water the earth pits		<input type="checkbox"/>		
2.3	Meggar - earth resistance check in the earth pits				<input type="checkbox"/>
2.4	Check and operate the AB switch in the structure for its smooth operation and replace contacts if necessary		<input type="checkbox"/>		
2.5	Check up dropout fuses and H.G. fuses and replace if necessary	<input type="checkbox"/>			
2.6	Check up insulators and lightning arrester in the structure and replace if necessary			<input type="checkbox"/>	
2.7	Check the transformer for any leakage of oil and top up if necessary		<input type="checkbox"/>		
2.8	Check the temperature of transformer oil from dial thermometer and record		<input type="checkbox"/>		

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
3	H.T. Panel:				
3.1	Clean the panel externally and internally using blower	<input type="checkbox"/>			
3.2	Carryout visual check of observe over all condition of the breakers and clean the breakers thoroughly	<input type="checkbox"/>			
3.3	Grease / Oil joints and sliding surfaces			<input type="checkbox"/>	
3.4	Check the internal connections			<input type="checkbox"/>	
3.5	Check the operations of doors and conditions of door gasket			<input type="checkbox"/>	
3.6	Check Volt Meter, Ammeter etc. in the panel for its working and replace if necessary	<input type="checkbox"/>			
3.7	Check all the indicator lamp and control fuses and replace if necessary	<input type="checkbox"/>			
3.8	Check the operation of relays			<input type="checkbox"/>	
4	LT Panel :				
4.1	Clean the panel externally and internally using blower	<input type="checkbox"/>			
4.2	Check all the connections for tightness			<input type="checkbox"/>	
4.3	Check the contacts switches for tightness and apply petroleum jelly if necessary			<input type="checkbox"/>	
4.4	Check Volt Meter Ammeter and respective P.T. and CTS for its working and connection	<input type="checkbox"/>			
4.5	Check all the indicator lamp bulbs and fuses and replace if necessary		<input type="checkbox"/>		
4.6	Check operation of all switches and bush buttons		<input type="checkbox"/>		
5	CAPACITORS:				
5.1	Check all the capacitors for oil leakage if any	<input type="checkbox"/>			
5.2	Clean the insulator with dry cloth and check the connections for tightness			<input type="checkbox"/>	
5.3	Check the fuses and meg gar the units.	<input type="checkbox"/>			
6	MOTORS:				
6.1	Clean the motor terminal box, check the cable connection to tightness	<input type="checkbox"/>			
6.2	Check body of the motor for firm connection			<input type="checkbox"/>	

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
6.3	Check the foundation bolt and nut for tightness	<input type="checkbox"/>			
6.4	Check normal sound and vibration	<input type="checkbox"/>			
6.5	Check the bearing grease and replace if necessary				<input type="checkbox"/>
6.6	Check air cooling fan for vibration and noise				<input type="checkbox"/>
6.7	Check meggar test for windings and earth				<input type="checkbox"/>
6.8	Cleaning of motor slipring, carbon brush, contacts and replace if necessary		<input type="checkbox"/>		
7.0	STARTERS AND OCB				
7.1	Clean the starter and check up the cable connection	<input type="checkbox"/>			
7.2	Check contacts and replace if necessary		<input type="checkbox"/>		
7.3	Check for cable connection		<input type="checkbox"/>		
7.4	Check for OLR and No volt coil		<input type="checkbox"/>		
7.5	Check the level of transformer oil in the OCB and top up if necessary			<input type="checkbox"/>	
8.0	MAIN PUMPS				
8.1	Outside Cleaning	<input type="checkbox"/>			
8.2	Check Bearing Temperature	<input type="checkbox"/>			
8.3	Check & Top up Bearing grease or replace grease				
8.4	Check gland for leak and add gland layer if required	<input type="checkbox"/>			
8.5	Replace gland packing completely				<input type="checkbox"/>
8.6	Check foundation nuts and bolts for tightness and rusting		<input type="checkbox"/>		
8.7	Check inspection covers and check condition of impeller				<input type="checkbox"/>
8.8	Check the pressure and pressure gauges on suction and delivery side	<input type="checkbox"/>			
8.9	Clean the pump pit and pump floor	<input type="checkbox"/>			
8.10	Check for coupling Bolts and nuts, coupling tyre and replace the tyre if required		<input type="checkbox"/>		
8.11	Check for vibration and noise of the pump	<input type="checkbox"/>			
8.12	Pump out leaked water from the pump pit	<input type="checkbox"/>			

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
8.13	Check the condition of bearing oil and replace if required			<input type="checkbox"/>	
9	SUMP PUMP				
9.1	Check the pump for operation	<input type="checkbox"/>			
9.2	Check the coupling and replace if necessary			<input type="checkbox"/>	
9.3	Clean the starter panel externally and internally	<input type="checkbox"/>			
9.4	Check the fuses and contacts, apply petroleum jelly if necessary		<input type="checkbox"/>		
9.5	Check the foot valve and replace if necessary	<input type="checkbox"/>			
10	Diesel Generator Set, Battery and Emergency light:				
10.1	Clean the Battery, top up, distilled water in the battery if necessary	<input type="checkbox"/>			
10.2	Remove the connection of battery terminals, clean thoroughly and reconnect after applying petroleum jelly		<input type="checkbox"/>		
10.3	Clean the emergency lights internally and externally	<input type="checkbox"/>			
10.4	Check the light, indicator lamp for its proper working and attend if necessary		<input type="checkbox"/>		
10.5	Check fuel level in the diesel tank of DG set and top up if necessary		<input type="checkbox"/>		
10.6	Check engine oil level in the D.G. set and add if necessary			<input type="checkbox"/>	<input type="checkbox"/>
11	OHT CRANES:				
11.1	Carry out thorough cleaning of crane including girders, trolley, platform other equipments and control panels			<input type="checkbox"/>	
11.2	Check all the cable connections for tightness		<input type="checkbox"/>		
11.3	Check contacts and fuses and replace if necessary		<input type="checkbox"/>		
11.4	Inspect gearbox for any leakage of oil				<input type="checkbox"/>
11.5	Check the connection of limit switch				<input type="checkbox"/>
11.6	Check panels internally and externally and apply petroleum jelly if required				<input type="checkbox"/>
11.7	Check the rope and apply grease if required				<input type="checkbox"/>

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
12	SUCTION & DELIVERY VALVES AND ACTUATOR:				
12.1	Check the condition of gland packing and tighten or replace if necessary	<input type="checkbox"/>			
12.2	Check actuator gear box for leakage		<input type="checkbox"/>		
12.3	Check the condition of limit switches			<input type="checkbox"/>	
12.4	Check the condition of oil and grease, replace if necessary			<input type="checkbox"/>	
12.5	Check the bolts and nuts for tightness			<input type="checkbox"/>	
12.6	Check cable terminals at motor terminal box of actuator			<input type="checkbox"/>	
12.7	Check clutch and gear arrangement for manual operation				<input type="checkbox"/>
12.8	Apply grease to the spindle if necessary			<input type="checkbox"/>	
12.9	Check for free movement			<input type="checkbox"/>	
13	PIPELINE:				
13.1	Check the pumping main, branch pumping main, feeder main for any leak / burst / damage	<input type="checkbox"/>			
13.2	Scouring off the pipeline periodically to remove possible silt deposits.				<input type="checkbox"/>
14.0	VALVES:				
14.1	Check the operation of non-return valve	<input type="checkbox"/>			
14.2	Check the disc for its smooth opening and closing operation		<input type="checkbox"/>		
14.3	Check the sluice valves	<input type="checkbox"/>			
14.4	Check the air valves	<input type="checkbox"/>			
14.5	Check the scour valves				<input type="checkbox"/>
15	SUMP:				
15.1	Check the cleaning				<input type="checkbox"/>

ANNEXURE - III
EQUIPMENTS AND TOOLS TO BE MADE AVAILABLE
AT EACH PUMPING STATION

Sl. No.	Description	Set / No.
1	Double end spanner (6 mm to 32 mm)	1 set
2	Screw driver (6", 8", 12")	1 set
3	Pipe wrench (14", 18", 24")	1 set
4	Cutting pliers	1 set
5	Long nose pliers	1 No.
6	Hammer (2 Kgs)	1 No.
7	Test lamp with 15m wire	1 No.
8	Megger (1000 V)	1 No.
9	Multimeter	1 No.
10	Tong tester	1 No.
11	Hacksaw frame with 3 nos. blade	1 No.
12	Spade (Manwetty)	2 Nos.
13	Crow bar	1 No.
14	Sickles	2 Nos.
15	Ring spanner (6mm to 32mm)	1 set
16	Caution Board (Men at work)	1 No.
17	Grass cutter	1 No.
18	Country knife	2 Nos.
19	Iron chutty	2 Nos.
20	Grease gun	1 No.
21	Wheel barrow	1 No.
22	Torch light with 3 cells	2 Nos.
23	Hand blower	1 No.
24	Iron Bucket with Mug	1 No.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

ANNEXURE - IV
LIST OF MINOR REPAIRS TO BE ATTENDED

Minor repairs noticed in the maintenance of scheme should be reported to the AE / AEE in charge of the CWSS without any time lapse. The rectification work has to be carried out immediately as per the direction of the AE / AEE. Necessary entry for the repairs carried out has to be made in the Log Book concerned.

Electrical Works

1. Replacement of H.G. Fuses
2. Replacement of jumpers
3. Replacement of insulator (porcelain) – one phase
4. Replacement of A-B switch – one phase
5. Replacement of no-volt coil for A.C.B. and O.C.B.
6. Replacement of jumper with socket inside the panel
7. Replacement of cable lugs including terminations
8. Replacement of burnt-out H.R.C. fuses
9. Replacement of moving and fixed contacts or contactors Repairs to isolators

Pumpsets

1. Replacement of coupling bolt & nuts including rubber bushes
2. Replacement of worn-out impeller nut
3. Replacement of spindle nut in the sluice valve
4. Replacement of terminal plate in the motor
5. Replacement of carbon brushes and brush holder

Valves

1. Replacement of spindle nut in sluice valves
2. Replacement of glands in valves
3. Replacement of ball in air valves

DG Set

1. Replacement of burnt-out spares in the battery charger of D.G.
2. Rewinding of self-starter in the case of D.G.
3. Replacement of repairing of cut-out of D.G.

General

Replacement of bulb, choke, starter, etc.

Note: The old parts which have been replaced should be returned to the Board wherever applicable.

ANNEXURE - V
SAFETY MEASURES TO BE ADHERED TO

- 1) All electrical safety equipments like hand gloves, testers and other electrical needs are to be provided by the contractor in the Pumping Stations as stated below:

Sl. No.	Name of Equipment	For	
		HT supply	LT supply
1	Safety belt with rope	2 Nos.	1 No.
2	Gas Mask	1 No.	1 No.
3	Shock proof hand gloves (11 KV grade gloves)	1 Pair	1 Pair
4	Disposable hand gloves	2 Pairs	2 Pairs
5	Gum boot	2 Pairs	1 Pair
6	Electrical line tester	1 No.	1 No.
7	Earth discharge rod	1 No.	1 No.
8	First Aid Box	1 No.	1 No.
9	Emergency light	1 No.	1 No.
10	Fire Extinguisher	2 Nos.	1 No.
11.	Rubber Mat of suitable size	as per requirement	

Note: The above is only an illustrative minimum list. The contractor must note that it is their responsibility to ensure the lives and safety of the workers employed by them. Towards this end, all the equipments of appropriate specifications should be procured and made available to the workers in usable conditions throughout the period of contract. Responsibility for any health problem or death will solely rest with contractor.

- 2) Only experienced, skilled people have to be employed by the contractor
- 3) Safety belts, ropes, Gas mask, Torch lights, are to be provided by the contractor for labours who get into wells.
- 4) All personnel engaged in maintenance works should be covered by insurance under workmen compensation act.
- 5) All labour act provisions has to be met with.
- 6) Exhibit labels of "SAFETY FIRST"
- 7) First Aid Box should made available within the reach of the staff in all Pump Rooms and Booster Stations.
- 8) All medicines should be kept in the first aid box.
- 9) First Aid Chart should be displayed in the Pump Rooms.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

ANNEXURE - VI
CONTRACT LABOUR WELFARE

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 TWAD 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 as stipulated in Annexure V. 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.

The contractor shall adhere to following Laws 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

ANNEXURE - VII
PENALTY FOR NON-COMPLIANCE TO SCHEDULE
OF WORK / MANDATORY DUTIES

If the contractor fails to carry out any work or part of work/mandatory duties, the Board shall have the power to carry out such parts of work departmentally and recover such amount including 10% as the supervision charges from the progressive bills.

If the absentees of total labour are less than 20% mandays, recovery to be made at 1.5 times of labour rate (as per TWAD SOR of the current year for respective category) for first week and at 2 times for the second to fourth week. If the absenteeism continued beyond fourth week and also absenteeism is more than 20% action to be initiated for termination of labour contract by giving prior notice.

ANNEXURE - VIII
ROLE OF TWAD BOARD

1. A joint inspection will be had by TWAD Board with the contractor or his representative before handing over of the CWSS for maintenance.
2. The Executive Engineer to furnish the salient details and flow diagram of the CWSS to the contractor along with the list of habitations covered under the scope of this CWSS and the earmarked supply to them
3. To check the number of employees engaged by the contractor as per agreement.
4. The Executive Engineers shall inspect/check the salary register maintained by the contractor on or before 10th day of every succeeding month for which the salary is paid, to verify whether the workmen of the contractor are paid statutory wages due to the labour.
5. If the contractor fails to make any payments that may be due to their workmen/ labour and as a consequence, the principal employer, the Board is called upon as required to pay the same the said payment shall be recovered from the contractor from his dues, monthly running bills or otherwise or from his assets as may be decided by the Executive Engineer.
6. The breach of any of the terms of the agreement shall entitle the Board to terminate the contract immediately without any notice, as also withholding of the dues payable to the contractor and the security deposit by the contractor till the amounts due to the Board are recovered. In addition to this, the field officers/Assistant Accounts Officers/Executive Engineers should ensure that all the statutory requirements as per the licence issued by the competent authority and all the requirements of the Contract Labour (Regulation & Abolition) Act have been complied with by the contractor and a certificate to that effect maybe directed to be incorporated by the concerned officer along with the running bills of the contractor when the bill is sent for passing/sanction before the competent authority. This is the only way to secure compliance of the terms of the contract labour (Regulation & Abolition) Act and the licence issued thereunder by the competent authority, by fixing responsibility for the verification thereof on the concerned officers of the Board.
7. TWAD Engineers shall closely monitor the Power Factor. If variation is noticed, suitable direction has to be given to the contractor to improve the Power Factor.
8. Power consumption charges will be paid by TWAD Board.
9. TWAD Board will arrange to provide the Telephone connection in the premises wherever found necessary and the entire telephone charges including the rent shall be paid by TWAD Board.
10. To conduct regular inspection to ascertain the effective functioning of system through Engineers of TWAD Board.
11. Payment will be processed on monthly basis on receipt of bills from the contractor by following Board's procedures.
12. The spares, grease, waste, glands for valves and fuse wires will be provided by the department.
13. If Diesel Generator (DG) set is maintained, supply of Diesel and Engine Oil etc. for DG set will be made available by TWAD Board.

ANNEXURE - IX
PAYMENT

Payment will be processed and paid to the contractor on monthly basis by following Board's procedures.

The Executive Engineer on behalf of the Board shall recover any amount due from the contractor to the Board from monthly running bills of the contractor before effecting payment of his dues.

Any losses or damages to the properties of TWAD Board caused either due to slackness on the part of the contractor or his employees or due to improper operation of the system will be recovered from the contractor's bill of the subsequent month.

If the contractor fails to effect supply of the designed quantity to the habitations under the scope of this contract, unless and otherwise the cause is due to insufficient yield in sources, Power Supply, any natural calamity or any other reasons genuinely acceptable to the Executive Engineer, recovery will be made from the bill proportionate to the short supply against the earmarked supply.

Payment for the value of work completed in a satisfactory manner as per agreement will be paid. However, 5% (Five percent) of the value of work completed as per agreement will be withheld in every part payment. The 5% (five) of bill amount already withheld in the part bills will be released in the final bill and 2.5% (two and half) of the amount towards additional Security will be recovered in the final bill.

The above 2.5% amount towards additional Security deposit recovered in the final bill will be released after completing Six (6) months from the date of completion of work.

Income tax recovery:

During the course of the contract period, deduction of income tax shall be made at the prevailing rates from every payment as may be specified by the Income Tax Department

**ANNEXURE – X
SPECIAL CONDITIONS**

- 1) Ensuring that adequate manpower is available round the clock to carry out the agreed tasks and to prevent entry of unauthorized persons.
- 2) The contractor should furnish the list of employees, with their names, proposed to be employed by him Unauthorized persons other than reported should not enter in the scheme's premises in the capacity as agent etc., But the substitute of an employee could be permitted with specific orders.
- 3) No employee of the contractor shall stake claim for employment in TWAD Board at any point of time because of having worked as labourer in this CWSS. The contractor shall get an undertaking from his employee to this effect and furnish it to the Executive Engineer
- 4) The contractor should employ only skilled and qualified persons to ensure proper operation and maintenance of the CWSS
- 5) Any problem in the motor and pumps, electrical main boards and fixtures, leaks and burst if any occurred in the pipe line, leaks and repairs in valves and any other damages caused to the water supply system should be brought to the notice of the Assistant Engineer / Assistant Executive Engineer immediately and initiate action for the restoration of water supply. Necessary entry should be made in the register.
- 6) Log sheet of pumping should be sent to the Assistant Executive Engineer, TWAD Board on the 26th day of every month (from 26th of the previous month to 25th of current month) without fail along with bill claims.
- 7) Any alternation / additions if needed to the existing arrangements, both in electrical and mechanical installations should be attended only after proper approval from the Executive Engineer.
- 8) Any public representatives (Panchayat President, Union Chairman, District Chairman, M.L.A., M.P. or any other socially responsible approaches in connection with water supply problems they should be treated courteously and proper reply should be given.
- 9) No advance payment will be made.
- 10) Employment of child labour is forbidden
- 11) If the employees sustain any injury while on duty due to accidents, no compensation will be paid by the TWAD Board.
- 12) The contractors shall be fully responsible for operating and maintaining the scheme in a safe & secure manner.
- 13) The consumables required for this scheme will be supplied by the Department every month free of cost and acknowledgement to be given to TWAD Board Officers by the Contractor.
- 14) In respect of leaks in DI / MS / CI / PVC and GI pipes earth work excavation will be carried out departmentally. The Contractor has to extend all the required co-operation for the leak rectification works.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

- 15) The contractor should ensure designed quantity of supply to all the beneficiaries. Contractor should maintain register showing the quantity of water delivered to each panchayat, duly signed by a responsible person of the local body concerned.
- 16) Subletting of contract:

Transfer of the contract is not permissible on any ground. However, the supplier / contractor shall sublet any portion of the contract only with the written consent of the Engineer in charge. It should be clearly understood that any subletting shall in no way absolve the contractor of its/ his responsibilities and obligations under this contract.
- 17) Recovery of money payable to the TWAD Board:

All losses, costs, damages and expenses and other money payable to the Board by the contractor under any stipulation in the contract, may be retained out of any money due or which may subsequently become due from the Board to the contractor under any contract or otherwise howsoever and in case such money then due or to become due to the contractor by the Board shall be insufficient to pay such losses, costs, damages, and other money payable to the Board by the contractor, it shall be lawful for the Engineer in charge without any further consent on the part of the contractor, to sell or dispose of any or all the government promissory notes for the securities deposited in the Board by the contractor as aforesaid and with and out of the proceeds of such sale, after payment of all expenses connected therewith or reimburse and pay to the Board all such losses, cost, damages and expenses and other money payable to the contractor. And in case such proceeds of sale of the said government promissory notes or securities shall be insufficient for such purpose then and in that case it shall be lawful for the Board to recover the residue thereof if necessary by legal proceedings and or by resorting to revenue recovery act against the contractor.
- 18) As per provision of the Contract Labour (Regulation and Abolition) Act 1970, (hereinafter referred to as the said act) Section 7 provides that the principal employer employing 20 or more contract labour as well as any contractor employing 20 or more workman shall mandatorily register themselves as principal employer and the contractor shall secure a licence under the said Act.
- 19) The Executive Engineer concerned or any other official who is in charge of maintenance of Water Supply Schemes, as the case may be, be directed to ensure that both the Board and the contractor are registered under the Act aforesaid.

The following clauses need to be added to the Tender / Agreement.

- 20) The agreement between the parties shall be for a period of 3 months, provided the contractor has in his possession a valid license under the Contract Labour (Regulation and Abolition) Act.
- 21) If the contractor does not have a valid license under the Act as aforesaid, then the agreement between the parties shall be terminated by the Board without any intimation or notice.
- 22) At the time of signing of the agreement between the parties, the contractor shall possess a valid license under the Provisions of the Contract Labour (Regulation and Abolition) Act 1970 giving details of the work for which the contract labour is allowed to be supplied, details of the period of license and the number of labours allowed to be supplied by the contractor.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

- 23) If, at the time of signing of the agreement, the contractor is unable to produce a valid license under the Contract Labour Act as aforesaid, he shall be deemed to be not eligible for the award of the contract and the contract shall be awarded to the next eligible tenderer.
- 24) **It is expressly understood between the parties that the labour supplied by the contractor are the workman of the contractor and the Board has neither any privity of contract nor any employer-employee relation with them.**
- 25) The contractor shall obey all the provisions of various laws including Labour Laws as applicable to them. If the Board suffer any consequences of whatsoever nature, monetary or otherwise, as a result of direct or indirect action or inaction of the contractor in failing to comply with or not properly complying with any law, rules, regulations, notifications, instructions, circulars, G.Os, Board Proceedings, etc. issued by the Government or Board or any other authority as applicable to them as mandated by the law or otherwise, the said laws shall be computed in terms of money and recovered from the contractor.
- 26) The contractor shall pay statutory minimum wages to the workmen deployed to the Board.
- 27) The Principle Employer and the contractor will follow all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Tamilnadu Contract Labour (Regulation and Abolition) Rules 1975.

- i. The periodical collection of water samples and sending to District water testing laboratories by the contractor as instructed by the filed engineers at free of cost.
- ii. In order to ensure, water supply to all the beneficiaries, the following payment schedule will be adopted for making payment to the contractor.
 - 20 % of the BOQ/Agt value on pumping of the Earmarked Quantity + Transmission loss at Head works / Treatment Plant.
 - 20 % of the BOQ/Agt value of production of the evidence for having engaged the required number of labourers. Failing which the payment will be made only for the labours engaged actually.
 - 20% of the payment on ensuring supply of Earmarked Quantity for the initial reach beneficiaries fixed by the concerned Executive Engineer for the particular scheme.
 - 20 % of the payment on ensuring supply of Earmarked Quantity for the intermediate reach beneficiaries fixed by the concerned Executive Engineer for the particular scheme.
 - 20 % of the payment on ensuring supply of Earmarked Quantity for the tail end beneficiaries fixed by the concerned Executive Engineer for the particular scheme.
 - In case of ascertaining any short supply by the filed Engineers in quantity of supply to be made to the Beneficiaries, then 90 % of the payment only will be made proportionately, (Initial, Intermediate & Tail end reaches as finalized by the Executive Engineers of the concerned scheme / package) as follows.

<u>" Bill Claim amount for supply based portion of BOQ / Agt</u>	<u>90% x (BOQ/Agt.value for the reaches concerned) x (Served qty in KL / Earmarked qty in KL)</u>
---	--

- iii. The contractor should attend the leaks & bursts and other Pumpsets / Electrical faults immediately in order to pump the Earmarked / Designed quantity to all the habitations as per the DPR.

**ANNEXURE - XI
FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT
FACILITIES – CLAUSE 7.1.9**

BANK CERTIFICATE

This is to certify that M/s. _____ is
a reputed company with a good financial standing.

If the contract for the work, namely, _____ is
awarded to the above firm, we shall be able to provide over draft / credit facilities to the
extent of Rs. _____ to meet their working capital requirements for executing
the above contract.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board

ANNEXURE XII

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To
The Executive Engineer, TWAD Board, Maintenance Division, Dindigul

_____ (Name of Employer)

_____ (Address of employer)

WHEREAS _____ (Name and address of contractor) (hereinafter called "The Contractor" has undertaken, in pursuance of contract No. _____ dated _____ to execute _____ (Name of contract and brief description of work) hereinafter called "the contract"

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with his obligations in accordance with the contract.

AND WHEREAS the contractor has requested us to give the Bank Guarantee.

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee unconditionally and irrevocably to guarantee as primary obligator and not as mere surety, all the payments to the _____

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, upto a total of _____ (amount of guarantee) _____ (amount in words such being payable in the types and proportion of currencies in which the contract price is payable, and we are undertake to pay you unconditionally and irrevocably upon your first written demand and without cavil or argument, any sum or sums within the limit of _____ (amount of guarantee) as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor.

Contractor

Sd/- xxx Dt.17.07.2019
Executive Engineer, TWAD Board