



**SECTION- 1**  
**BANGALORE WATER SUPPLY AND SEWERAGE BOARD**

Office of the Executive Engineer  
WWM(C Valley) Division,  
OMBR GLR, 3<sup>rd</sup> main road,  
OMBR Layout, Banaswadi,  
Bangalore-560 043.

**SHORT TERM TENDER NOTIFICATION**  
**INVITATION FOR TENDER**  
**(ITEMWARE TENDER)**  
**(ONLY THROUGH E- PROCUREMENT PORTAL)**  
<http://www.eproc.karnataka.gov.in>

**IFT No.: BWSSB/EEWWM(C Valley)/PB/ 137 / 2020-21 DATED: 01 -06-2021**

For and on behalf of the Bangalore Water Supply and Sewerage Board is invited through e-procurement process with tender procedure in line with Rule 28 of the KTPP Act by the Executive Engineer, Waste Water Management Division (C Valley), BWSSB, OMBR GLR, 3<sup>rd</sup> main road, OMBR Layout, Banaswadi, Bangalore-560 043, for the following work from registered Agencies of appropriate class as indicated against each work of BWSSB/KUWSDB/KPWD, etc. who are having adequate financial resources, past experience in similar nature of work possessing valid VAT registration. The Board keeps the right of acceptance or rejection of any tender without assigning any reasons.

The Tenderers are required to pay the Earnest Money Deposit only through e-procurement portal only using any of the four modes.

1. (1) Credit Card (Online Payment) (2) Direct Debit using Internet Banking (Online Payment) (3) Remittance at the Bank Counter – Challan (offline Payment) 4) NEFT (National Electronic Fund Transfer) (Offline payment) The details regarding their capability to undertake the tender (as detailed in ITT Clause 4) and the price tender shall be uploaded in the website. Technical details will be opened on the date and time mentioned in ITT clause 5 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) website only. Interested tenderers may obtain further information at the same address.
3. Additional information related to e-procurement process can be obtained through the above mentioned website or contract e-procurement helpdesk No.080-2550 1216 / 2550 1227.
4. Bidders can access tender documents from [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) website only and upload the required details; those are mentioned in different sections in the bid document

in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e-procurement.

5. The Tender processing fee once paid will not be refunded.
6. The last date and time for Receipt of tenders will be on 19-06-2020 up to 16:00 Hrs and the date of opening of tender will be on 20-06-2020 after 16:05 Hrs.

**TABLE**

Sl. No	Name of work	Amount put to tender in Rs.	Earnest Money Deposit - 2.5%	Tender Processing fee	Period Completion of work
1	Work of annual maintenance of TATA ACE desilting machine No. KA-04 AA9020 pertaining to AEEWWM(CV)-1 Sub-division for the year 2020-21.	Rs.8,91,627/-	Rs.22,500/-	As per e-procurement portal	12 Months

The Eligibility criterion for the above work is as follows:

- The Tender is based on Single Cover System.
- Contractors should have registration in BWSSB or KPWD/KUBSDB etc., those who does not have BWSSB registration can also participate in the tender provided they should get registered in the Board in case the tender is awarded before the issue of Work Order.
- The Form of tender as per the pro-forma available and Bid Capacity in **KW-1** should be duly filled and uploaded in E-procurement. Tender bid capacity and work done certificate should be uploaded in the tender wizard as a part of tender document which is mandatory.
- Annual turnover certificate for any of the two years during the last five years for **Rs.8.92 lakhs** (2015-16 to 2020-21).
- The bidder, who has experience in operation and maintenance of desilting machines for a period not less than 6 month in the last five years in any Govt. /Semi Govt. Sectors, will be qualified. The bidder shall submit the order copy and certificate of satisfactory performance from the concerned department.
- The units shall be operated and maintained by the contractor with his personnel for a period of 12 months, six days a week for one shift and if required for two or three shifts. The tenderer has to quote for one shift per day on monthly basis. If the vehicle is operated for two or three shifts, additional payment will be made at the same rate, only in case of emergencies which could be claimed/adjusted during non working days. Contractor shall employ one driver cum operator and two helpers for desilting machines. The contractor shall arrange for lubricants, tools, spares and consumables and all

expenditures of these desilting machines during the period of operation. Change Diesel for the vehicles will be provided by BWSSB.

- Bidder/Tenderer shall get registration certificate from labour department ESI, and PF departments and abide by all the rules and regulations in respect of labour Laws prescribed by the Government/Board.
- 7. The successful bidder would be required to give performance bank guarantee of 5% of the contract amount plus additional security for unbalanced bid amount from a nationalized/scheduled Indian bank with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period.
- 8. Applications / requisitions from joint venture firms are not acceptable.
- 9. Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
- 10. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).
- 11. List of documents to support qualification of bidder is to be uploaded to the e-procurement website [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in).
- 12. Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 23 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.
- 13. Other details can be seen in the tender documents.
- 14. The bidder should quote the rates including GST.

**Conditions for Operation and Maintenance of TATA ACE desilting auto machine for period of 10months.**

**1. Scope of work:**

1.1 The scope of work shall consist of full comprehensive Operation and Maintenance of above equipment including supply of all consumables and spares and engine oil and shall include the following services.

- A) Provide services of one driver cum operator and two helpers for TATA ACE desilting auto machine including technical backup as and when required.
- B) Routine maintenance and servicing of machines including replacement of filters for hydraulic oil, engine oil etc as and when required.
- C) Providing consumables such as lubricants, hydraulic oil, oil for gear box and filters etc.
- D) Diesel will be supplied by the Board.
- E) All minor repairs of machines including spares as per requirement has to be carried out by the firm.
- F) Contractor has to maintain all records regarding operation and number of trips indicating the time, all spares/repairs carried out.

- G) Records to be submitted on day to day basis/weekly/monthly/quarterly as demanded and as suggested in the format of BWSSB.
- H) The contractor has to submit individual bills/invoices for all materials/spears procured and used for the vehicles while submitting the monthly bills.
- D) The contractor shall have to maintain log books, shift register and attendance register of the staff.
- J) The contractor has to get work done certificate from the concerned Dept/Officer of BWSSB where/under whom machine is put into use. The machine log dairy must be enclosed along with monthly bills to the concerned Divisional Engineer, BWSSB for payment procedure.

1.2 The equipments shall be operated on single shift basis of 8-hours for six days a week which shall include the time taken for moving the machines from parking place to place of work and back and moving the machine from one work area to another work area except for Sundays & National Holidays.

### **3. Prices:**

The quoted prices are on per shift basis valid for the whole contract period and are inclusive of all consumables, minor repairs, operation cost etc.

### **4. Payment Terms:**

Monthly bills will be paid after submission of the same by contractor & also the contractor has to submit all invoices/bills concerned with procurement and usage of the same for the vehicles duly certified by the concerned Engineer.

### **5. Taxes:**

- 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 tender price submitted by the Tender.

**Note:** All the prevailing taxes and duties on the date of submission of the tender are presumed to be considered as per the terms and conditions of the contract. Any variation in the existing rate of taxes will not be considered. However any new additional taxes or duties imposed subsequently due to legislation will be reimbursed as per actual after submitting the necessary documents.

- TDS/GST and other applicable taxes will be deducted from the bills as prevailing rules followed by BWSSB Board.

### **6. Contract:**

The contract period will be for a period of 10 months. However, the same may be renewed as per mutual agreement for further agreed period.

### **General Terms and Conditions:**

- The O and M charges should include all electrical and mechanical parts repairing and replacing with minor spares.
- The Contractor should have to attend the breakdown if any at the earliest and should have to complete the work without any unavoidable delays.
- Contractor shall have to provide experienced Driver cum operator and helpers.
- Operators/Workers shall have to perform their duties for 8 hours/day as directed by BWSSB, within the jurisdiction of BWSSB area. The timings can be changed by the In-charge Engineer as per site requirements. If the machines are operated for

additional hours, the payment will be given on pro-rata basis and if the working staff reports late on duty or goes, early, then deduction shall be made on pro-rata basis.

- Contractor must be registered with Labour Laws Act. They shall have to act and obey as per Govt. rules and regulations.
- In case of any accidents or death of any working staff due to negligence of contractor during operation, BWSSB will not be responsible in any manner.
- In any case, laborers of the Contractor are not allowed to work inside the manholes and the sewers.
- The operators and workers shall be contractor's Employees.
- The validity of the offered price should be at least 90 days from the date of submission the tender.
- Successful contractor shall have to pay 5% of order value as performance bond in the form of cash or DD or Bank Guarantee of Nationalized bank.
- Payment will be made after getting satisfactory working report from the concerned Sub-Divisional Engineer of the Board.
- Any dispute arises about the contract or any terms of contract, BWSSB shall be the Sole Arbitrator and its decision would be the final and binding on both the parties.
- BWSSB reserves the right to accept any or reject all bids without assigning any reasons thereof I have read above terms and conditions, and they are acceptable to me.
- The operation and maintenance agency will have to carry out routine check up and servicing for preventive/periodical/breakdown maintenance of all equipments and vehicle chassis (including engine and rotating parts). All the repairs and replacements (Minor) shall be from manufacturers approved agencies and skilled personnel with prior information to BWSSB and as directed by engineer in-charge.
- Cleaning of the manholes shall consist of the removal of all grease, sand, silt, solids, rags, roots, and other debris. Method for cleaning shall be based on the condition and /or of the manhole at the time work commences, and shall comply with this specification. The term 'clean' as used in these specifications, shall be defined as the removal of sufficient materials to render the manhole to 95% of its original capacity.
- De-silting machines equipment shall be used to ensure that all sand, grease and other fine materials are removed. Satisfactory precautions shall be taken to protect manhole from damage that might be inflicted by the improper use of cleaning equipment.
- Disposal of silt taken out from the sewer manhole shall be transported to a suitable location as per the decision of the department engineers and as specified.
- The Bidder/Tenderer shall maintain log books and shift registers, where in the total record of running of vehicles/equipments and man hours of working staff recorded and the same shall be got check initialed on weekly basis from the Engineer-in-charge.
- The Bidder/Tenderer shall engage the required staff for operation and maintenance of each machine. The driver cum operator desilting machines should be well trained and shall possess valid light motor vehicle driving license and well trained. Other workers shall be above 18 years of age, physically fit aware of the possible hazards, capable of reacting to emergency situations and able to take right decisions and should be well

trained for all the activities in the manhole and sewer line cleaning, like opening and cleaning of manhole, desilting of manhole.

- The Bidder/Tenderer shall employ personnel for the Operation and Maintenance of each desilting machine as below;

01. Driver cum operator	1 Nos
02. Labour/Sanitary Helpers	2 Nos

- The driver and labours shall remain in touch with the Engineer in-charge of BWSSB and work is to be carried out as per his guidance and directions for running the vehicles and usage of equipments.
- Once the contract is awarded, all the labour cost will be to the Bidder/Tenderer account.
- The bidder/Tenderer shall get registration certificates from labour department, ESI and PF departments and abide by all the rules and regulations in respect of labour laws prescribed by the Government/Board.
- Diesel, lubricants will be provided as per actual by BWSSB as and when required and the records for the same shall be maintained by the Bidder/Tenderer.

The normal working hours of the machine will be from 8.30am to 5.30pm with 1 hour lunch break. The timings can be changed by the in-charge Engineer as per site requirements. If machine is operated for addition hours, the payment will be given on pro-rata basis and if operator reports late on duty or goes early, then deduction shall be made on pro-rata basis.

- The bidder/Tenderer has to quote for 1 shift per day on monthly basis
- Bills for operation & maintenance contract shall be raised proportionately on monthly basis and should be submitted to the board for payment by enclosing the periodical report obtaining from the respective division, with log books and shift registers.
- The necessary certificate obtaining from the concerned inspecting officers to respective division should be submitted before making the payment.
- TDS/GST and other applicable taxes will be deducted from the bills as prevailing rules followed by BWSSB.

#### **(A) COMPREHENSIVE OPERATION AND MAINTENANCE (INCLUDING MAINTENANCE OF TRUCK CHASSIS)**

##### **PENALTY:**

- 1) (a) for comprehensive maintenance contract penalty will be imposed on the contract for the delayed work and off road period of the machine if it is delayed beyond reasonable time as mentioned below:

**-All minor repairing and preventive maintenance shall be carried out within 24 hours otherwise Rs.1000/- penalty per vehicle per day will be imposed which will be deducted from the monthly bill of the contractors.**

**Minor work:** Routine service, electrical work, external leakages oil/water/diesel), mechanical/hydraulic settings, vehicle and unit transmission related jobs, brake job etc. These shall be carried out at site or at BWSSB's parking place / at STP sites/authorized service centers only.

If contractor fails to provide the Driver cum Operator, required staff as per the requirement of BWSSB, 50% penalty will be imposed over and above the operating charges

for those days/shifts for which it is not provided and which will be deducted from the monthly bills of the contractor. Further in such circumstances BWSSB is at liberty to use the machines with alternate arrangement and if any damages occurs to the machines same also must be set right by the contractor for which no extra payment/claim will be reimbursed to the contractor by BWSSB and this shall be binding on the contractor.

7) (b) If any irregularities are found the work frequently, BWSSB may terminate the contract after giving notice.

7) (c) If the vehicle reaches at site late by more than one hour, Rs.300/- per hour penalty will be imposed and will be deducted from the monthly bills of the contractor.

8) Insurance, FC and road and tax charges for the vehicles will be borne by BWSSB. But Insurance, EPF etc as per Labour Act for the operational staff shall be paid by the contractor and proofs submitted to the concerned engineer without fail regarding the same.

9) The work force provided by the contractor shall have to be properly dressed in uniform and shoes all the time. Each person provided by the contractor shall have to display the Identity Card with photo on the uniform. All safety gadgets should be provided to the O&M staff engaged by the Contractor.

10) Contractor has to arrange the salaries, wages, etc. All the liabilities and the responsibilities of driver cum operators and helpers lies with the contractor.

11) The contractor shall ensure that his personnel report to works everyday at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower during national holidays and festivals if required. Claims in this regard shall be paid/compensated with non working days.

12) The contractor shall be solely responsible for any consequences under law, arising out of any accident caused by his vehicles, equipments or his employees to the property or personnel of the BWSSB.

13) BWSSB shall not be responsible for any claim/compensation that may arise due to damages/injury/death pilferage to the contractor's vehicle, equipments property, staff and any third party or the property under any circumstance while providing services under the contract. **As per the orders of the Hon'ble High Court of Karnataka in any case, the working staff of contractor are not allowed to enter/work inside the manholes or sewers.**

14) Force Majeure shall mean such an Event or Circumstances or combination of Events and circumstances which are beyond the reasonable control of the affected party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the contract. The force majeure will tend to have material adverse effect on the performance of such affected party.

15) The contract shall stand terminated at the end of the contract period unless extended by the board in writing. In case if BWSSB finds continuous short comings in the services of the contractor, which will be treated as "Deficiency of Service" and terminate the contract with prior notice of 30days.

16) The contractor shall obtain all necessary approvals, permits and licenses to operate the said service, the board shall in no way be responsible for the loss occurring to the contractor on this account.

17) The board reserves the right to impose financial penalty not exceeding 5% of the monthly bill in a month in case the work is not found up to the mark, during the routine inspection carried out by the Board's staff. The decision on amount of penalty within the above limit is sole discretion of the Board and shall be binding on the contractor.

18) The contractor shall indemnify the board and its employees against any penalties as principal employer, for any failure of the contractor to honors various state laws/Enactments/contract Labour (R and A) Act1970 (C)/ Minimum wages act/Bonus Act/EPF and MP Act etc.

19) It is not compulsory for BWSSB to enter in to the comprehensive operation and maintenance contract. The board reserves all rights in this regard and which will bound to all tenderers and whose decision will be final and legally binding on all the tenderers.

20) The successful contractor should have to enter in to an Agreement with BWSSB.

21) The operation and maintenance contract rate quoted by tenderer will be fixed for entire 10months of contract period.

22) During the contract period necessary infrastructure like parking potable water, drainage, electricity will be provided by BWSSB. However if any temporary storage/ repairing facility required, same will be carried out by contractor at their own cost with prior approval of concerned BWSSB authority. At the end of/ as per the direction of BWSSB even during the contract period, contractor has to vacate the place allotted to him and remove the facilities if any created by him without any delay.

23) At the end of O&M contract period, Contractor has to hand over the machines in satisfactory working condition acceptable to BWSSB and/or his authorized representative, otherwise penalty will be imposed by BWSSB and shall be binding to the contractor.

24) BWSSB Officers shall only show location of manholes and direction of flow in the sewers. It is in the scope of the contractor to barricade the site with safety triangular and ribbons if necessary for avoiding any accident.

**Safety:**

Contractor shall be solely responsible for safety of men, materials and equipments during the performance of all operation and maintenance works. The contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon a sewer segment or other public or private property as a result of the Contractor's cleaning operations, regardless of the cleaning method used and regardless of any other circumstances which may contribute to the damage, shall be repaired by the contractor at his own expenses.

The workers of the contractor shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated. Contractor shall perform all works in accordance with the latest confined space entry regulations. Contractor shall coordinate his work with local fire, police and emergency rescue units. All precautions shall be taken by contractor to ensure that the water pressure utilized does not result in any damages or flooding to public or private property being served by the sewer segment(s) involved.

Bidder/Tenderer shall be solely responsible for safety of men, materials and equipments during the performance of all operation and maintenance works. Bidder/Tenderer shall take satisfactory precautions' to protect the sewer manhole and appurtenance from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon a sewer manhole or other public or private property as a result of the Bidder/Tenderer's cleaning

operations, regardless of the cleaning method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by the Bidder/Tenderer at his sole expense.

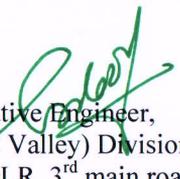
Bidder/Tenderer's deployed workers shall not enter into any sewer manhole where hazardous condition exists. Bidder/Tenderer shall coordinate his accordance with the latest confined space entry regulations.

**DEBRIS REMOVAL AND DISPOSAL:**

The contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid materials and debris resulting from the cleaning operations from the downstream manhole of the sewer segment being cleaned. Passing material from one sewer segment to another sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material or debris resulting from the cleaning operations are observed and/or detected by as passing to downstream sewer segments, contractor shall be responsible for cleaning such downstream sewer segment(s) at no additional cost to the board.

The Contractor shall be responsible for handling, hauling and disposal of all debris, silt, and accumulated solids removed from the sewers. All debris, silt and solids removed by contractor shall be disposed of at a facility licensed for the handling and disposal of such materials in accordance with all appropriate codes, rules and regulations for the handling and disposal of such materials. Under no circumstances the removed sewage or solids shall be dumped onto streets or into ditches, catch basins, storm drains, sanitary or combined sewer manholes, or otherwise improperly disposed. If sewage is unintentionally spilled, discharged, leaked or otherwise deposited in the open environment, contractor shall be responsible for any clean up and disinfection of the affected area. Contractor shall comply with all local, state regulatory requirements regarding spills. Improper disposal of sewage or solids removed from the sewers may subject contractor to fines imposed by Board or other regulatory entities. In addition, contractor may be subject to civil and/or criminal penalties for improper disposal of removed materials under the law.

Further details may be had from this office during the office hours on all working days. Corrigendum / Addendum /Modification/corrections, if any, will be published in the Website only.

  
Executive Engineer,  
WWM(C Valley) Division,  
OMBR GLR, 3<sup>rd</sup> main road,  
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