

**MUMBAI METRO RAIL CORPORATION
LIMITED**



**DETAILED TENDER
DOCUMENT**

Mechanized and Manual cleaning, Housekeeping, Landscaping
Maintenance and Pest Control Works for MMRCL New Office
Building at Bandra Kurla Complex, Bandra (E), Mumbai.

2018

NIT Ref. No.: MMRC/Planning/New Office/Housekeeping/NIT/18/04

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NOTICE INVITING TENDER

The Advisor (Coordination), MMRC, Mumbai on behalf of MD, MMRC invites online percentage rate bids from eligible bidders for the following work:-

NIT No.	:	MMRC/Planning/New Office/Housekeeping/NIT/18/04
Name of Work	:	Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRC New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai.
Estimated Cost	:	₹ 1,34,90,579.25 (Excluding GST)
Earnest money	:	₹1,35,000.00
Period of completion	:	24 Months (including monsoon)

Bid Form shall be available online from 26/07/2018.

Last date of submission of bid up to 03.00 Noon on 20/08/2018.

Pre- Bid Meeting will be held on 31/07/2018 at 12:00 PM in MMRC Office, BKC, Bandra (East), Mumbai

Corrigendum/Addendum if any will be issued only on following websites.

The bid forms and other details can be obtained from the website www.tenderwizard.com/MMRC

Press notice is also available on www.mmrc.com

प्रबंध निदेशक, मुंबई मेट्रो रेल कॉर्पोरेशन लिमिटेड की ओर से, सलाहकार (समन्वय), निम्नलिखित कार्य के लिए पात्र ठेकेदारों से ई-निविदा आमंत्रित की जाती है |

एनआईटी क्र.	:	MMRC/Planning/New Office/Housekeeping/NIT/18/04
कार्य का नाम	:	एमएमआरसीएल का बांद्रा कुर्ला कॉम्प्लेक्स स्थित नए कार्यालय भवन के लिए मेकेनाइज्ड एवं मैनुअल सफाई, हाउसकीपिंग, लैंडस्केपिंग रखरखाव और कीट नियंत्रण का कार्य।
अनुमानित लागत	:	₹ १,३४,९०,५७९.२५ (GST सम्मिलित नहीं)
बयाना राशी	:	₹ १,३५,०००/-
कार्य पूरे होने की अवधि	:	२४ महीने (वर्षा ऋतु सहित)

बोली प्रपत्र २६/०७/२०१८ से ऑनलाइन उपलब्ध होंगे।

निविदा जमा करने का अंतिम तिथि व समय २०/०८/२०१८ अपराहन ०३ बजे तक।

पूर्व बोली बैठक ३१/०७/२०१८ को अपराहन १२ बजे मुंबई मेट्रो रेल कॉर्पोरेशन लिमिटेड के बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू), स्थित कार्यालय में होगी।

शुद्धिपत्र तथा परिशिष्ट (यदि कोई) सिर्फ निम्नलिखित वेबसाइट पर प्रकाशित किया जायेगा।

बोली प्रपत्र और अन्य विवरण वेबसाइट www.tenderwizard.com/MMRC से प्राप्त किए जा सकते हैं।

प्रेस विज्ञप्ति www.mmrc.com पर भी उपलब्ध है

व्यवस्थापकीय संचालिका मुंबई मेट्रो रेल कॉर्पोरेशन लि. यांच्या वतीने, सल्लागार (समन्वय), खालील कामासाठी पात्र कंत्राटदारांकडून ऑनलाईन टक्केवारी दर निविदा आमंत्रित करीत आहेत:-

एनआईटी क्र.	:	MMRC/Planning/New Office/Housekeeping/NIT/18/04
कामाचे नाव	:	एमएमआरसीएलच्या बांद्रे कुर्ला कॉम्प्लेक्समधील नवीन ऑफिसच्या इमारतीसाठी मेकेनाइज्ड आणि मैनुअल स्वच्छता, हाउसकीपिंग, लैंडस्केपिंग देखभाल करार
अंदाजी किंमत	:	₹ १,३४,९०,५७९.२५ (GST वगळता)
बयाणा रक्कम	:	₹ १,३५,०००/-
कार्य पूर्ण करण्याची अवधि	:	२४ मास (पावसाळ्यासह)

निविदा २६/०७/२०१८ पासून ऑनलाईन उपलब्ध होईल.

निविदा सादर करण्याची अंतिम दिनांक २०/०८/२०१८ दुपारी ०३ वाजे पर्यंत

पूर्व-निविदा बैठक दिनांक ३१/०७/२०१८ रोजी १२:०० वाजता एमएमआरसी ऑफिस, बीकेसी, बांद्रा (पूर्व), मुंबई येथे आयोजित केली जाईल.

शुद्धिपत्रक / परिशिष्ट (जर असल्यास) फक्त खालील वेबसाइटवर प्रकाशित होणार.

निविदा फॉर्म आणि इतर तपशील वेबसाइट www.tenderwizard.com/MMRC वरून प्राप्त होईल

प्रेस नोटिस www.mmrc.com या वेबसाइटवर उपलब्ध आहे

PART A

**INFORMATION AND INSTRUCTIONS TO BIDDERS FOR e-TENDERING FORMING
PART OF BID DOCUMENT**

1. The Advisor (Coordination) on behalf of the Managing Director, MMRC invites online the bids from contractors of repute in three-bid system for the following work:

a.	Name of Work	Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRC New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai.
b.	Approximate Cost of work	₹ 1,34,90,579.25 (Excluding GST)
c.	Bid Security Amount* (Earnest Money Deposit)	₹1,35,000.00 (Rupees One Lakh Thirty-Five Thousand)
d.	Cost of Tender Documents* (Non-Refundable)	₹ 5,900/- (Rupees Five Thousand and Nine Hundred Only) (Inclusive of GST i.e. ₹ 5,000 + 18% GST)
e.	Tender Document available for sale on website	From <u>26/07/2018</u> to 20/08/2018 (upto 03.00 PM) on e-tendering website https://tenderwizard.com/MMRC Tender document can only be obtained after registration of tenderer on the website https://tenderwizard.com/MMRC
f.	Pre-bid Meeting	31/07/2018 at 12.00 Hrs at NaMTTRI Building, MMRC, BKC, Bandra East, Mumbai
g.	Last date of Seeking Clarification	02/08/2018 (Upto 12.00 Hrs) (Queries from bidders after due date shall not be acknowledged)
h.	Last date of issuing amendment, if any	-Nil-
i.	Date & time of Submission of Tender	20/08/2018 (upto 03.00 PM)
j.	Date & Time of opening of Tender (Technical Bid)	20/08/2018 at 05.00 PM
k.	Date & Time of opening Of Financial Bid	Will be informed later on after the evaluation of Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation)
l.	Validity of Tender	90 days from the last date of submission of tender.
m.	Stipulated date of Commencement of work	Within 21 days from the date of issue of "Letter of Acceptance" or as per the instructions of Engineer-in-charge.
n.	Time Period	2 Years from the stipulated date of commencement (Including Monsoon)
o.	Authority and place for submission of tender cost & Tender Security (EMD), required documents (if any) and seeking clarifications on tender documents	DGM (Civil) Ground Floor, MMRC, NaMTTRI Building, Plot R 13, E Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

2. The tenders for this contract will be considered only from those tenderers {partnership firms, companies, corporations,} who meet requisite eligibility criteria prescribed below. Joint ventures are not accepted.

- a. Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or Limited Liability Partnership Firm / Partner Firm under LLP Act, 2008 or Indian Partnership Act, 1932. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be scanned and uploaded with the bid documents.
- b. Should have satisfactorily completed the similar works as mentioned below or received payment against ongoing similar work during the **last Seven years** ending previous day of last date of submission of bids.
- i. Three similar works each costing not less than **₹ 54,00,000/-**

Or

two similar works each costing not less than **₹ 67,50,000/-**

Or

one similar work costing not less than **₹ 1,08,00,000/-**

Similar work means “Mechanized and manual cleaning of office and commercial buildings of Government or big corporate houses/ Multi-National Companies including landscaping maintenance and pest control”.

- c. Should have had average annual financial turnover of **amount not less than 100% of amount put to tender** during the last three years ending 31st March 2018. (Scanned copy of Certificate from CA to be uploaded)
- d. Should not have incurred any loss in more than two years during the last five years ending 31st March 2018 (Scanned copy of Profit and Loss Statement of last 5 Financial Years to be uploaded)
- e. Should have a solvency of **₹ 54,00,000/-** (Scanned copy of original solvency to be uploaded as per Form B)
- f. The bidder should own equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire.
- g. The bidder’s performance for each work completed in the last Seven years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent.
- h. The bidder must have valid ISO 9001, ISO 14001 and OHSAS 18001: 2007 or the bidder must have IMS certification. This certificate(s) must be valid on the date of opening of tender. As proof of validity, the bidder must attach a copy of the certificate issued by the certifying agency and also the last surveillance audit report, if applicable. Surveillance Audit and Re-certification, if due during the currency of the contract, will have to be ensured by the contractor.

3. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
4. Information and Instructions for bidders posted on website shall form of bid document.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/MMRC or www.mmrc.com.
6. Work shall be executed according to General Conditions of Contract for Central P.W.D.
7. But the bid can only be submitted after depositing Processing Fee and EMD online at tender wizard through Payment Gateway.
8. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website. Bidders can contact the tender wizard help desk at 7666563870, 7980042472, 8013426317.
9. The intending bidder must have valid class-III digital signature to submit the bid.
10. Contractor can upload documents in the form of JPG format and PDF format.
11. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.
12. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
14. MMRC reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
15. Evaluation Criteria: The details submitted by the bidders will be evaluated in the following manner:
 - a. The initial criteria prescribed above in 2 (a) to 2 (h) in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinized and the bidder's eligibility for the work be determined.
 - b. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
 - i. made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,

- ii. record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

16. The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- a. amend the scope and value of contract to the bidder.
- b. Reject any or all the applications without assigning any reason.

Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

17. List of Documents to be scanned and uploaded within the period of bid submission:

- a. Online Deposit Receipt for EMD and tender fee.
- b. Proof for supporting the legal validity of the Bidder/Bidding Firm.
- c. Certificates of Work Experience (For completed works completion certificate issued by competent authority).
- d. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
- e. Bank Solvency Certificate.
- f. Affidavit as per provisions of clause 1.2.1 of CPWD-6.
- g. Certificate of Registration for Goods & Services Tax, PAN.
- h. Labour licenses, registration with EPFO, ESIC.
- i. Following Forms:
 - i. **FORM A: FINANCIAL INFORMATION**
 - ii. **FORM B: FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**
 - iii. **FORM C: DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF JULY 2018**
 - iv. **FORM D: PROJECTS UNDER EXECUTION OR AWARDED**
 - v. **FORM F: STRUCTURE & ORGANISATION**
 - vi. **FORM G: DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**
 - vii. **FORM H: DETAILS OF MACHINERY AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK**

Note: The above-mentioned documents shall be part of technical bid. Any document mentioning the financial bid of the bidder for the cited work uploaded in technical bid shall be liable for rejection.

CPWD-6 - NOTICE INVITING TENDER

1		<p>Percentage rate tenders are invited on behalf MD, MMRC from approved and eligible bidders for the work of <u>Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRCCL New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai.</u> The enlistment of the bidders should be valid on the last date of submission of tenders.</p> <p>In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.</p>
1.1		The work is estimated to cost ₹ 1,34,90,579.25/- excluding GST. This estimate, however, is given merely as a rough guide.
1.2		Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below or received payment against ongoing similar work: -
1.2.1		<p>Three similar works each costing not less than <u>₹ 54,00,000/-</u> Or Two similar works each costing not less than <u>₹ 67,50,000/-</u> Or One similar work costing not less than <u>₹ 1,08,00,000/-</u></p> <p>in last 7 years ending last day of the month previous to the one in which the tenders are invited.</p>
		<p>To become eligible, the tenderer shall have to furnish an affidavit as under: - I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in MMRCCL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid).</p>
2		Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3		The time allowed for carrying out the work will be <u>24 Months (Including Monsoon)</u> from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4		i. The site for work is available.
5		The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website www.tenderwizard.com/MMRC or www.mmrccl.com free of cost. However, a non-refundable tender fee of ₹5,900/- (₹5,000/- Fee plus ₹900/- (GST

		@ 18%)) shall be payable.
6		After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7		While submitting the revised bid, contractor can revise the percentage any number of times (he need not reenter rate of all the items) but before last time and date of submission of bid as notified.
8		Earnest Money shall be paid online on the e-tender portal and the receipt generated through payment gateway shall be scanned and uploaded to the e-tendering website within the period of tender submission. Copy of Legal Entity Proof and certificate of work experience and other documents as specified in the tender document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD receipt and other documents scanned and uploaded are found in order.
9		The bid submitted shall become invalid if: (i) The bidder is found ineligible. (ii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority. (iii) If a tenderer does not quote any percentage above/below on total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer. (iv) If the tenderer uploads any document related to financial bid in technical bid.
10		The contractor whose bid is accepted will be required to furnish performance guarantee within the period specified in Schedule F. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The Contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Board including provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.

11		<p>Description of Work: This contract is for the work Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRCL New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai.</p> <p>The objective of work is: -</p> <p>(i) To upkeep building and services, in good operating and habitable condition. (ii) To ensure safety of the occupants or the public at large (iii) Where so required to plant, garden and maintain the landscape available in office premises. (iv) Regular pest control to keep the office free from pest, insect, rodents etc.</p> <p>The work also aims at effective and economic means of keeping the building and services fully utilizable.</p> <p>Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.</p>
12		<p>Advisor (Coordination) on behalf MD, MMRC does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.</p>
13		<p>Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.</p>
14		<p>The Advisor (Coordination) on behalf of MD, MMRC reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.</p>
15		<p>The contractor shall not be permitted to tender for works in the MMRCL responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in</p>

		the MMRCL or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
16		No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
17		The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
18		This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto. b) Standard C.P.W.D. Form 7
19		In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

MUMBAI METRO RAIL CORPORATION LIMITED
(A JV-SPV of GoI & GoM)

Percentage Rate Tender & Contract for Works

Tender for the work of **Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRC New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai**

(To be uploaded by **03:00 PM** on **20/08/2018** at www.tenderwizard.com/MMRC)

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the MD, MMRC within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the date of opening of technical bid and not to make any modification in its terms and conditions.

Receipt of Earnest Money for a sum of ₹ 1,35,000/- is uploaded on tender wizard.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the MD, MMRC or the successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that MD, MMRC or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those more than that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to

the notice of Department, then I/We shall be debarred for tendering in MMRCL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Witness

Postal Address

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the MD, MMRC for a sum of Rs. (Rupees

The letters referred to below shall form part of this contract agreement: -

- (a)
- (b)
- (c)

For & on behalf of the MD, MMRC.

Signatures.....

Designation.....

Dated:

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. for the work

Dear Sir,

It is here by declared that MMRCL is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the MMRCL.

Yours faithfully

Advisor (Coordination)

INTEGRITY PACT

To,
Advisor (Coordination),
.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that MMRCL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MMRCL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, MMRCL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of MMRCL.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

MD, MMRC represented through Advisor (Coordination)

MMRCL, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through _____ (Details of duly authorized signatory)

(Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. MMRC/Planning/New Office/Housekeeping/NIT/18/04) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRCL New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, MMRCL.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties about the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to

be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated:

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Estimate (See Pg. No. 131)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S. No.	Description of Item	Quantity	Rate	Place of issue
1	2	3	4	5
-----NIL-----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S. No.	Description	Hire Charges per day	Place of issue
1	2	3	4
-----NIL-----			

SCHEDULE 'D'

-----NIL-----

SCHEDULE 'E'

Reference to General Conditions of contract: GCC 2014, CPWD form-7 as modified and corrected upto 31.03.2018

Name of work: Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRCL New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai.

Estimated cost of work : ₹ 1,34,90,579.25/-

- (i) Earnest money : ₹ 1,35,000/- (to be returned after receiving performance guarantee)
- (ii) Performance Guarantee : 5% of tendered value
- (iii) Security Deposit : 2.5% of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS: Officer inviting tender: Advisor (Coordination)

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.

Definitions:

2(5)	Engineer-in-Charge	<u>Advisor (Coordination)</u>
2(8)	Accepting Authority	<u>Advisor (Coordination)</u>
2(10)	Percentage on cost of materials and labour to cover all overheads and profits.	_____15%_____
2(12)	Department	Planning Department, MMRCL

Clause 1

- (i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance 15 days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (I) above 15 days

Clause 2

Authority for fixing compensation under clause 2 Advisor (Coordination)

Clause 2A

Whether Clause 2A shall be applicable No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start: 7 days
 Time allowed for execution of work 24 Months

Authority to decide:

- (i) Extension of time Advisor (Coordination)
 (ii) Rescheduling of mile stones Advisor (Coordination)
 (iii) Shifting of date of start in case of delay in handing over of site Advisor (Coordination)

Schedule of Handing over of site:

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	Nil	There is no hindrance.
Part B	Portions with encumbrances	Nil	There are no encumbrances.
Part C	Portions dependent on work of other agencies	Nil	Nil

Clause 5.2

Nature of Hindrance Register: Physical

Clause 6A

Clause applicable –

- i. For this work Clause 6A (Computerized Measurement Book) is applicable. Clause 6 is not applicable to this work.

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment Not Applicable

CLAUSE 7A

Whether Clause 7A shall be applicable Yes

Clause 10B(ii) & (iii)

Whether Clause 10 B (ii) shall be applicable No

Whether Clause 10 B (iii) shall be applicable No

Clause 10C

Component of labour expressed as percent of value of work N. A.

Clause 11

Specifications to be followed for execution of work

For items of work : Specification mentioned elsewhere in the tender.

Clause 12

Type of work : Project and Original Work

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work N.A.

12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items) N.A.

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items N.A.

Clause 16

Competent Authority for deciding reduced rates Advisor (Coordination)

Clause 18

List of preferred machinery, tools & plants to be deployed by the contractor at site: -

S. No.	Type of Machinery/Equipment required for the work	Make/ model	Minimum number of Machinery to be deployed
1	Cold Water High Pressure Jet	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
2	Battery operated Walk Behind Automatic scrubber dryer	Karcher, Taski- Diversey, , Eureka Forbes, Fasa, RootsComac	
3	Electrically operated Walk Behind automatic scrubber drier	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
4	Single disc floor scrubbing machine	Karcher, Taski- Diversey, , Eureka Forbes, Fasa, RootsComac	
5	Wet & Dry vacuum cleaner	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
6	Hand held scrubbing machine for vertical surfaces.	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
7	Backpack Dry vacuum Cleaner	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
8	Escalator Cleaner (Wizard)	Karcher, Taski- Diversey, Eureka Forbes, Fasa, Roots Comac	
9	Manual Sweeper with inbuilt manual vacuum system	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
10	Steam Cleaner	Karcher, Taski- Diversey, Eureka Forbes, Fasa, Root Comac	
11	Window glass cleaning kit with 20 ft extendable non - metallic telescopic pole	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
12	Twin Bucket wet mopping trolley with wringer for Large Areas	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
13	Complete Dry mopping system with swivel frame & nonmetallic rod with microfiber base	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
14	Complete wet mopping system with Kentucky mop head and nonmetallic rod	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
15	Complete Damp Mopping system with swivel frame and nonmetallic rod and microfiber base	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
16	Microfiber Cloth	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
17	Floor Signage	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
18	Carry Basket for carrying Housekeeping utility/Chemicals	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
19	Covered Dustpan with Broom	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	

20	Floor Squeegee	Karcher, Taski- Diversey, Eureka Forbes, Fasa, RootsComac	
21	Folding Ladder/Hydraulic ladder To enable a person to reach areas above normally reachable height, for example roof, cable tray, false ceiling, lighting, billboards etc	General Item	
22	Biodegradable garbage bags To dispose off the garbage accumulated at the	General Item	
23	General Items as required for cleaning Parking Lots like Broom, Pan, trolley.	General Item	
24	Spatula	General Item	
25	Biometric Attendance Device	Biotime5 Bio-4	

List of Chemical/Consumables to be used during contract period:

S. No	Items to be cleaned	Chemicals
1	Bathroom items	Taski R-1 or other equal and approved brand.
2	Rooms, Office items, Laminated furniture, PC, Marbles, Granite Floor.	Taski R-2 or other equal and approved brand.
3	Glass Surface	Taski R-3 or other equal and approved brand.
4	Wood surface furniture	Taski R-4 Shine up or "Johnson Lemon Pledge" or "Gibson Mrs.Beeton's Real wax and Lemon Oil" or other equal and approved brand
5	Room Air Freshener (Water Based)	Good Sense or OC Air Fresh or other equal and approved brand.
6	WC, Urinals	Taski R-6 or "Bowl shine" or other equal and approved brand.
7	Bathroom Cleaner (Hard Water)	Taski R-9 or other equal and approved brand.
8	Carpet Shampoo	Taski TR-101 or "Arid Dry foam" or "3M soil retarding shampooing" or other equal and approved brand.
9	Carpet deep cleaning	Taski TR-103 or "3M carpet extraction cleaner" or other equal and approved brand.
10	Floor Strippers	Taski R-20 or "3M" floor stripper or "Johnson Step Off" or other equal and approved brand.
11	Kota , Vinyl Mosaic Tiles- Polish	Complete or other equal and approved brand.
12	Marble Floors polishing	Taski Nobile Plus or other equal and approved brand.
13	Kota and Hard floor	Taski Spiral or other equal and approved brand.

14	Kota, Vinyl Mosaic Tiles	Taski Snap back or "Johnson wax" or other equal and approved brand.
15	Disinfectant before / after going to critical areas	Lever Star or "Gibson Both Barrels" or "Fresh" or other equal and approved brand.
16	Restorative product for fixtures	Emeral or other equal and approved brand.
17	Wooden Polish	Taski lineo or other equal and approved brand.
18	Multi purpose cleaning agent	Taski Multi or other equal and approved brand.
19	Floor disinfectant	Stride or other equal and approved brand.
20	Liquid Soap for Common Toilet	Taski hand wash or other equal and approved brand.
21	Liquid Soap for Cabin Toilet	Dettol or Fem Hand wash bottle (225ml)
22	Stainless Steel Cleaner	"3M Sharp shooter" or Helios of ECOLAB or "3M stainless polisher" or other equal and approved brand.
23	Hardened Concrete Cleaner	"Performance Car park Degreaser" or "Car park Cleaner" or other equal and approved brand.
24	Metal Ceiling Cleaner	"3M Sharp shooter" or "Gibson Tiger Red" or other equal and approved brand.
25	Spot Remover (Coffee, chewing gum, stains etc.)	"3M Heavy duty carpet spot removal" or other equal and approved brand.
26	Fabric Cleaner	"3M Upholstery Cleaner" or other equal and approved brand.
	Consumables	
27	Air Freshener Cake	Odonil or other equal and approved brand.
28	Disposable Garbage bag Small (19X21) , Disposable Garbage bag Big (29X39), Disposable Garbage bag Jumbo (Wet &	MCGM approved
29	Toilet Roll	Paseo Superior 3 ply Toilet Roll Paper Tissue or other equal and approved brand.
30	Duster Glass (Blue, Red),	Approved brand.
31	Naphthalene Balls White for common area and fragranced, colored for urinals.	Approved brand.

NOTE: The list of Chemicals/Reagents is indicative. In the unlikely event of non-availability of these chemicals/ reagents Alternative or equivalent chemicals may be used with prior approval of MMRCL. Tenderers have to submit detailed list of alternative or equivalent chemical/reagents with material safety data sheets for approval by MMRCL duly indicating the application of such chemical/reagents and their price implications. All Chemicals should be procured from authorized dealer/ distributor of the company.

Clause 25

Above Clause not applicable to this tender. However, in case of any dispute decision of Executive Director (Planning), MMRCL shall be final and binding.

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

S. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience (In Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Fig.	Words
1	Graduate	Any (Preferably in hospitality)	Manager	5	1	₹ 20000 pm (each)	Rupees Twenty Thousand Only
2	8 th	-	Janitor	1	20	₹ 15000 pm (each)	Rupees Fifteen Thousand Only
3	8 th	-	Gardener	1	2	₹ 15000 pm (each)	Rupees Fifteen Thousand Only
Total					23		

General Rules & Directions

Name of Work		Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRCL New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai.
	1	The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
	2	Time allowed for the execution of work is 24 months (Including Monsoon).
	3	Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions and guidelines given in the relevant paras.
	4	The contractor (s) shall make his own arrangements for electricity and water required for the execution of work.
	5	Contractor has to deploy required equipment and machinery on the project. Minimum number of equipment and machinery to be deployed by him is indicated in Schedule F. In case the contractor fails to deploy the equipment and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
	6	The contractor shall submit the running bills in the shape of the computerized MB in pages of A-4 size as per the standard format of department and shall act as per modified clause 6 A of CPWD-7
	7	The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time.
	8	In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
	9	Receipts for payment made because work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
	10	In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if: - <ol style="list-style-type: none"> 1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender. 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender. 3. The percentage quoted above/below is different in figures & words on

		<p>the total amount of tender or any section/sub head of the tender.</p> <p>Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each.</p>
	11	<p>In case the lowest tendered amount (estimated cost \pm amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided based on revised offers.</p> <p>In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of DGM (Civil), Engineer-in-charge of major & minor component(s) & the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.</p> <p>Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p>
	12	<p>The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.</p>
	13	<p>The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.</p>
	14	<p>Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.</p>
	15	<p>In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.</p>
	16	<p>In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work.</p>
	17	<p>i. The Contractor whose tender is accepted, will be required to furnish performance guarantee within the period specified in Schedule F.</p> <p>ii. The contractor whose tender is accepted will also be required to</p>

		furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rate mentioned above.
	18	On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
	19	GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of services (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
	20	The contractor shall give a list of both Gazetted and non-Gazetted MMRCL employees related to him.
	21	The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
	22	The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Advisor (Coordination)/Deputy General Manager (Civil) may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising because any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions	1.	The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the MD, MMRC and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -</p> <ol style="list-style-type: none"> 1. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional 2. The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract. 3. The contractor shall mean the individual, firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. 4. The MD, MMRC means the Managing Director, Mumbai Metro Rail Corporation Limited and its successors. 5. The Engineer-in-charge means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the MD, MMRC as mentioned in Schedule 'F' hereunder. 6. Government or Government of India shall mean the State Government or Central Government. 7. The term Director includes Managing Director, MMRCL and Executive Director (Planning) of MMRCL. 8. Accepting Authority shall mean the authority mentioned in Schedule 'F'. 9. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

		<p>10. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.</p> <p>Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.</p> <p>11. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.</p> <p>12. Department means Planning Department of MMRCL which invites tenders on behalf of MD, MMRC as specified in schedule 'F'.</p> <p>13. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.</p> <p>14. Tendered value means the value of the entire work as stipulated in the letter of award.</p> <p>15. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p> <p>16. GST shall mean Goods and Service Tax – Central, State and Inter State.</p> <p>17. MMRC or MMRCL shall mean Mumbai Metro Rail Corporation Limited, A 50:50 Joint Venture, Special Purpose Vehicle of Government of India and Government of Maharashtra.</p>
Scope and Performance	3	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	6	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all Labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
Sufficiency of Tender	7	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and

		prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
Discrepancies and Adjustment of Errors	8	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
	8.1	In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: - (i) Description of Schedule of Quantities. (ii) Specification and Special Condition, if any. (iii) Drawings. (iv) Indian Standard Specifications of B.I.S. (v) Additional Specifications given by MMRC.
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority about the intention of the document and his decision shall be final and binding on the contractor.
	8.3	Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
Signing of Contract	9	The successful tenderer/Contractor on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: - (i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of: a. Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto. b. Safety Code provided in the tender. c. Model Rules for the protection of health, sanitary arrangements for workers employed by MMRCCL or its contractors. d. CPWD Contractor's Labour Regulations provided in the tender. e. List of Acts and omissions for which fines can be imposed. (iii) No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

<p>CLAUSE 1 Performance Guarantee</p>	<p>(I)</p>	<p>The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Bank Guarantee of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</p>
	<p>(ii)</p>	<p>The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.</p>
	<p>(iii)</p>	<p>The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the MD, MMRC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <ul style="list-style-type: none"> (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay MD, MMRC any amount due, either as agreed by the contractor or

		determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
	(iv)	In the event of the contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the MD, MMRC.
	(v)	<p>On substantial completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.</p> <p>This provisional completion certificate shall be recorded by the concerned Engineer-in-Charge with the approval of Project Manager/ Chief Project Manager/ Advisor (Coordination). After recording of the provisional completion certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.</p> <p>However, in case of contracts involving Maintenance of buildings and services/any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional completion certificate.</p>
CLAUSE 1A Recovery of Security Deposit		<p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</p> <p>All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted</p>

		<p>from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.</p> <p>The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subjects to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.</p> <p>In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.</p> <p>Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.</p> <p>Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A</p>
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CLAUSE 2
 Compensation for
 Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of tendered value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work	@ 1 % per month of for delay of delay to be computed work on per day basis
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Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

If compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause. In case action under clause 2

		<p>has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>
<p>CLAUSE 2A Incentive for early completion</p>		<p>DELETED FOR THIS TENDER</p>
<p>CLAUSE 3 When Contract can be Determined</p>		<p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p> <ul style="list-style-type: none"> (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter. (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

		<p>(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.</p> <p>(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.</p> <p>(v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.</p> <p>(vi) If the contractor shall enter into a contract with Government about which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.</p> <p>(vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.</p> <p>(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or</p>
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		<p>composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.</p> <p>(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</p> <p>(x) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the MD, MMRC shall have powers:</p> <p>(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government</p> <p>(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to</p>
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		<p>complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
CLAUSE 3A		<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:</p> <ul style="list-style-type: none"> (I) If the Tendered value of work is up to Rs. 45 lacs: 15 days. (II) If the Tendered value of work is more than Rs. 45 lacs and up to Rs. 2.5 Crore: 21 days. (III) If the Tendered value of work exceeds Rs. 2.5 Crore: 30 days. <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>
CLAUSE 4 Contractor liable to pay Compensation even if action not taken under Clause 3		<p>In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and</p>

		<p>binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
<p>CLAUSE 5 Time and Extension for Delay</p>		<p>The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.</p>
	<p>5.1</p>	<p>As soon as possible but within twenty-one days of award of work and in consideration of</p> <ul style="list-style-type: none"> (a) Schedule of handing over of site as specified in the Schedule 'F' (b) Schedule of issue of designs as specified in the Schedule 'F' (i) the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineering-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be

		<p>approved by the Engineer-in- Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.</p> <p>(ii) In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.</p> <p>(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report.</p>
	5.2	<p>If the work(s) be delayed by: -</p> <ol style="list-style-type: none"> a. force majeure, or b. abnormally bad weather, or c. serious loss or damage by fire, or d. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

		<ul style="list-style-type: none"> e. delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or f. non-availability of stores, which are the responsibility of Government to supply or g. non-availability or break down of tools and Plant to be supplied or supplied by Government or h. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control. <p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in schedule F) but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.</p> <p>The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.</p>
	5.3	<p>In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.</p>
	5.4	<p>Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of</p>

		<p>milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix –XVII) respectively to the authority as indicated in Schedule ‘F’. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.</p> <p>With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule ‘F’ shall be made on per day basis in case of delay in submission of the revised programme.</p>
	5.4.1	<p>In any such case the authority as indicated in Schedule ‘F’ may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule ‘F’ in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.</p>
	5.5	<p>In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.</p>
<p>CLAUSE 6 Measurements of Work Done</p>		<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.</p> <p>All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.</p> <p>All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time</p>

		<p>during the progress of the work and such measurements shall be signed and dated by the Engineer- in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p> <p>If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.</p> <p>The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the</p>
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<p>CLAUSE 6A Computerized Measurement Book</p>		<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.</p> <p>All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</p> <p>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.</p> <p>The final, fair, computerized measurement book given by the</p>

		<p>contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p> <p>The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and</p>
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		<p>if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p>
<p>CLAUSE 7 Payment on Intermediate Certificate to be Regarded as Advances</p>		<p>No payment shall be made for work, estimated to cost Rs. One Lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One Lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation</p>

		<p>of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.</p> <p>Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to act under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.</p> <p>The Engineer-in-Charge in his sole discretion based on a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on</p>
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		yearly basis.
	Payments in composite Contracts	DELETED
CLAUSE 7A		No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-In-Charge.
CLAUSE 8 Completion Certificate and Completion Plans		Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus material and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
CLAUSE 8A Contractor to Keep Site Clean		When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc., on walls, floor, windows, etc. shall be

		removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.
CLAUSE 8B Completion Plans to be Submitted by the Contractor		<p>The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.</p> <p>In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1% of tendered value or limit prescribed in Schedule F whichever is more as may be fixed by the Advisor (Coordination) concerned and in this respect the decision of the Advisor (Coordination) shall be final and binding on the contractor.</p> <p>The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by any other provision in the contract, is required to prepare such plans.</p>
CLAUSE 9 Payment of Final Bill		<p>The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>(i) If the Tendered value of work is up to Rs. 45 lacs: 2 months</p> <p>(ii) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore: 3 months</p> <p>(iii) If the Tendered value of work exceeds Rs. 2.5</p>

		<p style="text-align: center;">Crore: 6 months</p> <p>In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.</p>
<p>CLAUSE 9A Payment of Contractor's Bills to Banks</p>		<p>Payments due to the Contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.</p> <p>Nothing herein contained shall operate to create in favor of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis- vis the MD, MMRC.</p>
<p>CLAUSE 10 Materials supplied by Government</p>		<p>Materials which Government will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.</p> <p>As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required based on drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.</p>

		<p>Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.</p> <p>The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.</p> <p>The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in- Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.</p> <p>On being required to return the stores/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price</p>
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		<p>allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.</p> <p>The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.</p>
<p>CLAUSE 10 A Materials to be provided by the Contractor</p>		<p>The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.</p> <p>The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the</p>

		<p>Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.</p> <p>The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p> <p>The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples or such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.</p> <p>The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.</p> <p>The contractor shall at his own expense, provide a material</p>
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		testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.
CLAUSE 10B	Secured Advance on Non-perishable Materials	(i) DELETED FOR THIS TENDER
	Mobilization Advance	(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in- Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer- in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.
	Plant Machinery & Shuttering Material Advance	(iii) DELETED FOR THIS TENDER.
	Interest & Recovery	(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum

		and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.
		(v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.
CLAUSE 10 C Payment on Account of Increase in Prices/Wages due to Statutory Order(s)		DELETED FOR THIS TENDER
CLAUSE 10 CA Payment due to variation in prices of materials after receipt of tender		DELETED FOR THIS TENDER
CLAUSE 10 CC Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works		DELETED FOR THIS TENDER
CLAUSE 10 D Dismantled Material Govt. Property		The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to

		the instructions in writing issued by the Engineer-in-Charge.
CLAUSE 11 Work to be Executed in Accordance with Specifications, Drawings, Orders etc.		<p>The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.</p> <p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.</p>
CLAUSE 12 Deviations/ Variations Extent and Pricing		DELETED FOR THIS TENDER
CLAUSE 13 Foreclosure of contract due to Abandonment or Reduction in Scope of Work		<p>If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as</p>

		<p>certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;</p> <ul style="list-style-type: none"> (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks. (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor. (iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid. (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable. (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. <p>The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall</p>
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		<p>not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.</p> <p>In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.</p>
<p>CLAUSE 14 Carrying out part work at risk & cost of contractor</p>		<p>If contractor:</p> <ul style="list-style-type: none"> (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. <p>The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:</p> <ul style="list-style-type: none"> (i) Take possession of the site and any materials,

		<p>constructional plant, implements, stores, etc., thereon; and/or</p> <p>(ii) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</p> <p>The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.</p> <p>In the event of above course being adopted by the Engineer-in-</p>
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		<p>Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
<p>CLAUSE 15 Suspension of Work</p>		<p>(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:</p> <ol style="list-style-type: none"> a. on account of any default on the part of the contractor or; b. for proper execution of the works or part thereof for reasons other than the default of the contractor; or c. for safety of the works or part thereof. <p>The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:</p> <ol style="list-style-type: none"> a. the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and; b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-

		<p>Charge within fifteen days of the expiry of the period of 30 days.</p> <p>(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub- para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer- in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.</p>
<p>CLAUSE 15 A Compensation in case of Delay of Supply of Material by Govt.</p>		<p>The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.</p> <p>This clause 15 A will not be applicable for works where no material is stipulated.</p>

<p>CLAUSE 16 Action in case Work not done as per Specifications</p>		<p>All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p> <p>If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.</p> <p>In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure</p>
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<p>CLAUSE 17 Contractor Liable for Damages, defects during defect liability period</p>		<p>If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer- in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.</p> <p>In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>

<p>CLAUSE 18 Contractor to Supply Tools & Plants etc.</p>		<p>The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.</p>
<p>CLAUSE 18 A Recovery of Compensation paid to Workmen</p>		<p>In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Government under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.</p>
<p>CLAUSE 18 B Ensuring Payment and Amenities to Workers if</p>		<p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of</p>

Contractor fails		wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the CPWD Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by MMRCL Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.
CLAUSE 19 Labour Laws to be complied by the Contractor		<p>The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (regulation of Employment and Condition of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.</p>
CLAUSE 19 A		No labour below the age of fourteen years shall be employed on the work.
CLAUSE 19 B Payment of Wages		<p>Payment of wages:</p> <p>(i) The contractor shall pay to labour employed by him either directly or through</p>

		<p>subcontractors, wages not less than fair wages as defined in the MMRCL Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.</p> <p>(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.</p> <p>(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with CPWD contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.</p> <p>(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</p> <p>(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as</p>
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		<p>for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.</p> <p>In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.</p> <p>(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.</p> <p>(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the MMRCL Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.</p> <p>(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</p> <p>(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
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CLAUSE 19C		In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.
CLAUSE 19 D		<p>The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -</p> <ol style="list-style-type: none"> 1. the number of labourers employed by him on the work, 2. their working yours, 3. the wages paid to them, 4. the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and 5. the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. <p>Failing which the contractor shall be liable to pay to Government, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.</p>
CLAUSE 19 E		In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the MMRCL and its contractors.
CLAUSE 19 F		<p>Leave and pay during leave shall be regulated as follows:-</p> <ol style="list-style-type: none"> 1. Leave : <ol style="list-style-type: none"> a. in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day, b. in the case of miscarriage - upto 3 weeks from the date of miscarriage.

		<p>2. Pay :</p> <p>a. in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.</p> <p>b. In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.</p> <p>3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.</p> <p>4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.</p>
<p>CLAUSE 19 G</p>		<p>In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.</p> <p>Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the CPWD Contractor's Labour Regulations and Model Rules and the provisions of the</p>

		<p>Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).</p>
CLAUSE 19 H		<p>The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.</p>
	(i)	<p>(a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker’s family staying with the labourer.</p> <p>(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6’x5’) adjacent to the hut for each family.</p> <p>(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.</p>

		(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
	(ii)	<p>(a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.</p> <p>(b) The contractor(s) shall provide each hut with proper ventilation.</p> <p>(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.</p> <p>(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.</p>
	(iii) Water Supply	The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
	(iv)	The site selected for the camp shall be high ground, removed from jungle.
	(v) Disposal of Excreta	The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the

		Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
	(vi) Drainage	The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
	(vii)	The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
	(viii) Sanitation	The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.
CLAUSE 19 I		The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.
CLAUSE 19J		It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorizedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Advisor (Coordination) whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Advisor (Coordination), through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

<p>CLAUSE 19 K Employment of skilled/semi skilled workers</p>		<p>The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.</p>
<p>CLAUSE 19L Contribution of EPF and ESI</p>		<p>The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.</p>
<p>CLAUSE 20 Minimum Wages Act to be Complied with</p>		<p>The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.</p>
<p>CLAUSE 21 Work not to be sublet. Action in case of insolvency</p>		<p>The contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward</p>

		or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the MD, MMRC shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
CLAUSE 22		All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
CLAUSE 23 Changes in firm's Constitution to be intimated		Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
CLAUSE 24		All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
CLAUSE 25 Settlement of Disputes & Arbitration		DELETED FOR THIS TENDER. However, provisions mentioned in Schedule F shall be applicable.
CLAUSE 26 Contractor to indemnify Govt. against Patent Rights		The contractor shall fully indemnify and keep indemnified the MD, MMRC against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any

		such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the MD, MMRC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
CLAUSE 27 Lumpsum Provisions in Tender		When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.
CLAUSE 28 Action where no Specifications are specified		In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
CLAUSE 29 Withholding and lien in respect of sum due from contractor	(i)	Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter

		<p>become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p>
	(ii)	<p>Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.</p> <p>Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Advisor (Coordination) or Deputy</p>

		General Manager (Civil) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Advisor (Coordination) or the Deputy General Manager (Civil).
CLAUSE 29A Lien in respect of claims in other Contracts		<p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the Government or with such other person or persons.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
CLAUSE 30 Employment of coal mining or controlled area labour not permissible		DEALTED FOR THIS TENDER
CLAUSE 31 Unfiltered water supply		<p>The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.</p> <p>(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.</p> <p>(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.</p>
CLAUSE 31 A Departmental water supply, if		<p>Water if available may be supplied to the contractor by the department subject to the following conditions:-</p> <p>(i) The water charges @ 1 % shall be recovered on</p>

available		<p>gross amount of the work done.</p> <p>(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.</p> <p>(iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.</p>
CLAUSE 32 Alternate water arrangements	(i)	<p>Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.</p>
	(ii)	<p>The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.</p>
CLAUSE 33 Return of Surplus materials		<p>Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or</p>

		unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.
CLAUSE 34 Hire of Plant & Machinery	(i)	The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
	(ii)	Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
	(iii)	The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in

		supply by the Department.
	(iv)	The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Advisor (Coordination) shall be final and binding on the contractor.
	(v)	The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
	(vi)	Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
	(vii)	Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one-hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of

		half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
	(viii)	The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.
	(ix)	The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.
	(x)	Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer- in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
	(xi)	In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion. a. In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
	(xii)	The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to

		the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
	(xiii)	The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Government plant and machinery in question have, in fact, remained idle with the contractor because of the suspension
	(xiv)	In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.
CLAUSE 35 Condition relating to use of asphaltic materials	(i)	The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
	(ii)	The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in- Charge in writing.
	(iii)	The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

<p>CLAUSE 36 Employment of Technical Staff & Employees</p>		<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p>
	<p>(i)</p>	<p>The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.</p> <p>All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down</p>

		<p>instructions conveyed by the Engineer-in- Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non- refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) alongwith every on account bill final bill and shall produce evidence if at any time so required bythe Engineer-in-Charge.</p>
	(ii)	<p>The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p> <p>The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-</p>

		Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
CLAUSE 37 Levy/Taxes payable by Contractor		<p>(i) GST, Building and Other Construction Workers Welfare Cess or any other tax, levy or cess in respect of input for or output by this contract shall be payable by the contractor and government shall not entertain any claim whatsoever in this respect as provided under clause 38.</p> <p>(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
CLAUSE 38 Conditions for reimbursement of levy/taxes if levied after receipt of tenders		<p>(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on the last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.</p> <p>However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.</p> <p>Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.</p> <p>Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is</p>

		<p>responsible for delay as determined by authority for extension of time under Clause 5 in Schedule f.</p> <p>(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p> <p>(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
CLAUSE 39 Termination of Contract on death of contractor		Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the MD, MMRC shall have the option of terminating the contract without compensation to the contractor.
CLAUSE 40 If relative working in MMRCL then the contractor not allowed to tender		<p>The contractor shall not be permitted to tender for works in the MMRCL responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Advisor (Coordination) and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the MMRC or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If, however the contractor is registered in any other department, he shall be debarred from tendering in MMRC for any breach of this condition.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
CLAUSE 41 No Gazetted Engineer to work as Contractor within one year of retirement		No engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time

		to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.
CLAUSE 42 Return of material & recovery for excess material issued.		DELETED FOR THIS TENDER
CLAUSE 43 Compensation during warlike situations		<p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.5,000/- and by the Advisor (Coordination) concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.</p>

		In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer
CLAUSE 44 Apprentices Act provisions to be complied with		The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Advisor (Coordination) may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
CLAUSE 45 Release of Security deposit after labour clearance		Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6.
 - a. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated

materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

b. Safety Measures for digging bore holes:-

- i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- iv. After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- v. After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- vi. After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

- a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

- c. Those engaged in welding works shall be provided with welder's protective eyeshields
- d. Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e. When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - i. Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - ii. At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - iii. Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - iv. Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - v. Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - vi. The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - vii. No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - viii. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - ix. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - x. Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - xi. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally

enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- xii. The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - xiii. The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - xiv. Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - xv. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - xvi. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- f. The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- i. No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - iii. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii)(i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- a. White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - b. Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - c. Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

- d. Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - e. Overall shall be worn by working painters during the whole of working period.
 - f. Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - g. Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of MMRCL.
 - h. MMRCL may require, when necessary medical examination of workers.
 - i. Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- a. (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - b. Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - c. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - d. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer- in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be

provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by MMRCL or its Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of MMRCL in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- a. At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- b. The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
 - i. For work places in which the number of contract labour employed does not exceed 50 - Each first-aid box shall contain the following equipment:
 1. 6 small sterilised dressings.
 2. 3 medium size sterilised dressings.
 3. 3 large size sterilised dressings.
 4. 3 large sterilised burn dressings.
 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.

13. A bottle of suitable surgical antiseptic solution
- ii. For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipment:
 1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.
 4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
 - iii. Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
 - iv. Nothing except the prescribed contents shall be kept in the First-aid box.
 - v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
 - vii. In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

- viii. Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- a. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- b. Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c. Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- d. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- a. In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- b. Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- c. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- a. Latrines shall be provided in every work place on the following scale namely: -
 - i. Where female are employed, there shall be at least one latrine for every 25 females.
 - ii. Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

- b. Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- c. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

- d. (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
- (a) The notice shall also bear the figure of a man or of a woman, as the case may be.
- e. There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- f. (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- g. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- h. Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- i. The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head. Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- a. At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.

- b. The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- c. The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- d. The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- e. The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- a. In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- b. The canteen shall be maintained by the contractor in an efficient manner.
- c. The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- d. The canteen shall be sufficiently lighted at all times when any person has access to it.
- e. The floor shall be made of smooth and impervious materials and inside walls shall be lime- washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- f. The premises of the canteen shall be maintained in a clean and sanitary condition.
- g. Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- h. Suitable arrangements shall be made for the collection and disposal of garbage.
- i. The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- j. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.
- k. (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- l. Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- m.

- i.
 - 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
 - 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- ii.
 - 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 - 2. A service counter, if provided, shall have top of smooth and impervious material.
 - 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- n. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- o. The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- p. In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - i. The rent of land and building.
 - ii. The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - iii. The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - iv. The water charges and other charges incurred for lighting and ventilation.
 - v. The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- q. The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

- 11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

CPWD Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the CPWD Contractors Labour Regulations.

2. DEFINITIONS

a. Workman means any person employed by MMRCL or its contractor directly or indirectly through a subcontractor with or without the knowledge of the MMRCL to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

i. Who is employed mainly in a managerial or administrative capacity : or

ii. Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or

iii. Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

b. Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

c. Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

d. Wages shall have the same meaning as defined in the Payment of Wages Act.

3.

a. Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

c.

- i. Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- ii. Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- iii. Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

- a. The contractor shall fix wage periods in respect of which wages shall be payable.
- b. No wage period shall exceed one month.
- c. The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- d. Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- e. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- f. Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- g. All wages shall be paid through Bank or ECS or online transfer.

- h. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- i. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- j. It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- k. The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:-

“Certified that the amount shown in column Nohas been paid to the workman concerned through bank account of labour on at“

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- a. The wages of a worker shall be paid to him without any deduction of any kind except the following:-
 - i. Fines
 - ii. Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - iii. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - iv. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - v. Any other deduction which the Central Government may from time to time allow.
- b. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

- c. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

- d. The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- e. No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- f. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- a. The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- b. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- c. The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- d. The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - i. Full particulars of the labourers who met with accident.
 - ii. Rate of Wages.
 - iii. Sex
 - iv. Age
 - v. Nature of accident and cause of accident.
 - vi. Time and date of accident.
 - vii. Date and time when admitted in Hospital,
 - viii. Date of discharge from the Hospital.
 - ix. Period of treatment and result of treatment.
 - x. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - xi. Claim required to be paid under Workmen's Compensation Act.
 - xii. Date of payment of compensation.
 - xiii. Amount paid with details of the person to whom the same was paid.
 - xiv. Authority by whom the compensation was assessed.
 - xv. Remarks

- e. The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI). The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X) CL (R&A) Rules 1971.
- f. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- g. The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- h. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

- a. The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form.
- b. The card shall be valid for each wage period.
- c. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- d. The card shall remain in possession of the worker during the wage period under reference.
- e. The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- f. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Deputy General Manager (Civil) concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Deputy General Manager (Civil) after the Advisor (Coordination) has given his decision on such appeal.

- a. The Deputy General Manager (Civil) shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Advisor (Coordination) as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Advisor (Coordination) concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Deputy General Manager (Civil) concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- a. A workman shall be entitled to be represented in any investigation or enquiry under these regulations by: -
 - i. An officer of a registered trade union of which he is a member.
 - ii. An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - iii. Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- b. An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - i. An officer of an association of employers of which he is a member.
 - ii. An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - iii. Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the

employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

- c. No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

17. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Advisor (Coordination) concerned shall be final.

PART B

GENERAL INSTRUCTION TO BIDDERS

1. GENERAL DESCRIPTION OF WORK

This contract is for the work of “Mechanized and Manual cleaning, Housekeeping, Landscaping Maintenance and Pest Control Works for MMRCL New Office Building at Bandra Kurla Complex, Bandra (E), Mumbai”.

Site Location : MMRCL New Office Building, E Block, Bandra Kurla Complex, Bandra
(East), Mumbai, Maharashtra – 400051

Structure Type : G+1 Steel Framed Structure (A & B Wing)

Total Area : 3750 Square Metres Approx. (Internal Area of both floors of both wings)
3200 Square Metres Approx. (Outdoor Area)

2. BRIEF SCOPE OF WORK

The contractor will execute Mechanized and Manual Cleaning and housekeeping works with suitable, uniformed and trained personnel with the use of modern equipment, machinery and ecofriendly chemicals for the following works in office premises (Indoor & Outdoor)

Cleaning and housekeeping Works consisting of: -

Cleaning of Floor areas, Vertical finishes, Roof arches, Roof ceilings, Glass panels, Doors, windows, Rolling shutters, Railings, False ceilings, False floorings, Bitumen surfaces, Pavements, Kerb stones, walls, Pillars, Hand rails, Mirrors, Ceramic / concrete Jalli etc. of the following areas: -

- a) A & B Wings of the New Office Building
- b) Pavement, Lawn, Parking, Security Guard Rooms and other outdoor areas
- c) Lobby, waiting rooms, all other rooms and other areas including Circulating area.
- d) Stair cases
- e) Bath rooms and Toilets
- f) External & Internal cleaning of U/G water tanks and Pump room and all Equipment available in Pump room
- g) Sanitation of bathrooms and Toilets including supply of consumables
- h) Cleaning & Attention of all the Drains available in the station area.
- i) Pest control, Mosquito control and Insect & Rodent control of the entire station area including all rooms. (Light Pest Control)
- j) Cleaning of lighting Fixtures & Accessories, Fans, D.G. sets & connected equipment & Air conditioners, portable fire extinguishers/Smoke detectors/ Fire detectors, Fire Hydrants, Fire Panels, All type of pipes, Valves etc. etc.
- k) Cleaning of All Equipment available in Server room
- l) Cleaning of Telephones sets & accessories, Computers and accessories
- m) Cleaning of Signage boards/Notice boards, furniture provided in all rooms/cabins
- n) Cleaning of All Switch Boards, Panel Boards
- o) Cleaning of Security equipment like Metal detectors, X-ray machines etc.
- p) Cleaning of Automatic Hand Driers, Liquid Soap Dispensers etc.
- q) Cleaning of all miscellaneous equipment as available or being provided from time to time.

3. SCHEDULE OF CLEANING & HOUSEKEEPING

Item	Description of items	App. quantity	Frequency
1	Scrubbing, wet cleaning of floor, passages, staircase and different types of floor area provided in building including waiting rooms, lobby, etc.	As available	Twice a day and as and when required
2	Cleaning of passages & different types of floor area provided in all utility rooms, server rooms, etc.	As available	Once a day and as and when required
3	Cleaning of Different types of finishing works in wall cladding	As available	Once in a day and as and when required
4	Cleaning of Different types of doors/ windows frames and shutters/louvers	As available	Once in a day and as and when required
5	Cleaning of Glasses fixed to the doors; windows; and elsewhere in the office area.	As available	Once in a day and as and when required
6	Cleaning of Roller Blinds	As available	Once in a day and as and when required
7	Cleaning of Stainless steel/PVC/MS/wooden hand railing	As available	Once in a day and as and when required
8	Cleaning & sanitation of Toilets & Bath Rooms	As available	Thrice in a day and as and when required
9	Maintaining Drain cleaning	As available	Regularly
10	Cleaning of Portable fire extinguishers/smoke detectors/ Fire detectors	As available	Once in a Fortnight and as and when reqd.
11	Cleaning of Fire pump panel, Butterfly valves /landing valves/internal hydrants/piping of all types/Fire hydrant panels	As available	Once in a Fortnight and as and when reqd.
12	Cleaning of Indoor light fittings& accessories	As available	Once in a week and as and when required
13	Cleaning of Switch boards/Panels/distribution boards	As available	Once in a week and as and when required
14	Cleaning of Fans/exhaust fans & accessories	As available	Once in a Fortnight and as and when reqd.
15	Cleaning of External lighting fittings & accessories	As available	Once in a Fortnight and as and when reqd.
16	Cleaning of Computers and it's accessories, Telephone sets and all other Misc. items	As available	Once in a day and as and when required
17	Cleaning of Furniture, Office equipment etc.	As available	Once in a day and as and when required
18	Cleaning of DG room with DG set & connected equipment	As available	Once in a week and as and when required
19	Cleaning of Pump room with equipment available	As available	Once in a week and as and when required

20	Cleaning of cable trays, cable trench covers, Undercroft area	As available	Once in a week and as and when required
21	Cleaning of Air conditioners	As available	Once in a week and as and when required
22	Cleaning of underground/overhead water tank	As available	Once in a month and as and when required
23	Cleaning of Pavement/ circulating area at Ground level near entry/exit	As available	Once in a day and as and when required
24	Cleaning of Sign Boards/ Name Boards/Notice boards/Advertisement boards	As available	Once in a week and as and when required
25	Supply of Dustbin Bio-degradable garbage disposal bags and disposal of waste, garbage, dust, dirt, rubbish etc.	As required	Once in a day and as and when required
26	Disposal of waste, garbage, dust, dirt, rubbish in designated garbage disposal place and cleaning of dust	As required	Once in a day and as and when required
27	Light Pest control		Once in a month and as and when required (during non-operational hours)

4. REQUIREMENTS FOR ACCESSORIES/TOOLS

(i) High grade Insulation Power Cable:

All the machines used for cleaning job shall have sufficient length of Power Cable so that it can take care of the length of rooms while tapping electrical power. The Power cable shall be of class-I insulation material and shall be duly protected mechanically so that wear & tear while daily handling shall not cause any leakage of current resulting into fatal consequences. It shall be double insulated for extra protection.

(ii) Back Mounting Arrangement:

The back-mounting arrangement shall be such so as to carry the weight of machine to be carried by Operators. It shall have Fiberglass flat surface to take care of operator back for comfort & support. Machine shall be held in strings of Aluminum wire. It shall have a clip arrangement for holding the machine in grip. The weight of arrangement shall not exceed 1 kg.

(iii) Quick Coupling arrangement for Toilet Tap:

The Water required for cleaning shall be sourced from Toilet Tap with the help of especially designed Quick Coupling arrangement. It shall be leak proof to avoid any wastage of water in Toilets. It shall be lightweight, not more than 250 gms, and shall not take more than 15 seconds to fix. In case water is not available in the toilet, the contractor can take water supply from the platform water pipe line provided for filling of water in coaches.

(iv) Floor Mopper:

Specially fabricated for Cleaning of Floor area. The mop rubber shall be made of special type of sponge material (PVA) so as to absorb & retain at least 1 litre of water. The length of the handle shall be at least 1 meter & made of mild steel or aluminum.

(v) Window glass squeegee:

It shall be made of Stainless Steel handle of preferably 10 inches length with highly durable rubber blade of size 45 cms having a locking arrangement for easier & faster removal for cleaning or replacement.

(vi) Special Cotton duster for glass cleaning:

It shall be made of Khadi cotton with a size at least 48 cms x 48 cms.

(vii) Jute Cotton Duster for wash basin cleaning:

It shall be made of 100% cotton jute with a size at least 45 cms x 45 cms.

(viii) Brushes for Toilet & Door Area Cleaning:

The brush for Toilet cleaning shall be 50 cms long plastic / wooden handle having combined or mixed type bristle made of nylon & steel. Whereas the brush for Door area shall be made of only steel bristles with wooden handle of length 25 cms & width 5.5 cms.

(ix) Disposable bag for waste:

Disposable bag is required for collection of waste & litter from Cabins & Dustbins of Office & after collecting the same the bag shall be disposed off to nominated municipal bin. This bag shall be made of Milky white colour Polyethylene of a size 20" x 30" minimum & minimum 80-micron gauge. Anything less than this micron size will not be acceptable for environmental reasons.

5. REQUIREMENTS FOR CLEANING AGENTS

All the cleaning agents used for the project shall be bio-degradable environment friendly so that it does not cause any harm to workers, passengers & the objects for which it is used. It shall follow all the mandatory International & National standards of chemicals. Some of the specifications for various types of cleaning agents those are required for this project are given below:

Essential Ecological Requirements for All the Cleaning Agents:

- Shall have excellent biodegradability.
- Should exceed International Detergent Legislation.
- Should be Phosphate free.
- Should not be a combustible liquid according to the regulations governing combustible liquids.
- The cleaning agents should preferably have near neutral PH value in used dilution.
- Should have soothing fragrance & smell.

i) PVC Floor Cleaning Agent:

Preferred brands: Spiral (Johnson Diversey) or Sigla Neutral of Eco Lab

ii) Ceramic Toilet Fittings Cleaning agent:

Preferred Brand: Taski R1/Taski R6 (Johnson Diversey) or Sigla Neutral of Eco Lab.

iii) Glass Cleaning agent:

Preferred Brand: Taski R3 (Johnson Diversey) or OC Glass cleaner of Eco Lab or Collin

iv) Deodorant:

Preferred Brands Preferably water based Taski R5 or equivalent Ecolab or any water based reputed brand

v) Disinfectant

Preferred Brands: Disinfectants of reputed brands viz. Johnson Diversey, Eco Lab or any other reputed brand.

6. REQUIREMENTS FOR MOSQUITO REPELLENT

An aromatic insecticide spray for mosquitoes & other flies (insects) so that no inconvenience is caused to staff due to smell. The material used for spraying mosquito repellent shall have following specifications & properties:

- It shall be a chemical composition of Deodorized LPG, Deodorized Kerosene, Allethrin Technical, and Peperonyl Butoxide.
- It should be bio- degradable and shall meet all the conditions of IS 8496.
- The chemical shall be filled in a pressurized container equipped with a valve & suitable propellant.

7. OPERATING INSTRUCTION

a. Code of Conduct:

i. Dress code:

- Every personnel working for MMRCL scheme should always be in uniform at all times at the office premises (Uniforms should have printed logo Swachch Bharat Mission).
- Dress should be clean and worn properly as shown in diagram.

ii. Timings:

- All personnel to report to work on the assigned time and be present till the assigned time for leaving.

iii. Behavior

- All personnel need to be courteous to MMRCL personnel and visitors.
- All personnel need to bear in mind that MMRCL Officers & Staff have a way of right & should not cause inconvenience to them including carriage of machinery and equipment.
- All personnel should follow Manager's instructions on behavior.
- Arguments with staff and MMRCL officials should be avoided at all costs.
- All work-related issues or objections should be directed handled by the Manager.

iv. Language:

- While communicating with MMRCL Staff all the Contractor's men will use language understood by them. The language used shall be preferably local language.

DETAILED SCOPE OF WORK

Contractor's scope of works will be execution of external & internal cleaning works, landscaping maintenance and pest control of the entire campus as per the details below:

1. HOUSE-KEEPING WORK

The purpose of housekeeping is that the whole office premise must look neat and clean at every time and the contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not. Sweeping, cleaning and mopping all the area of office premises including rooms, toilets, bathrooms, corridors, stair cases, open spaces and all around the office premise, canteen, pump room and any other structure like security booth, etc. and spraying of deodorants in toilets and few selected rooms. To clean roads, open channels and drains, remove the forage of tree leaves from lawns, parks and other open areas.

In the event of finding the office premise dirty or some heaps of garbage are noticed lying here and there, penalty up to 20% of the total amount of monthly bill will be imposed for the concerned month. Non-performers will be removed and replaced by competent manpower within two working days by the contractor.

A) DAILY OPERATIONS: - Must be completed before 9:00 AM daily.

- (i) Brooming, sweeping and washing of corridors and staircases and open spaces.
- (ii) Sweeping and mopping of toilets, bathrooms, urinals-twice a day.
- (iii) Spraying of ROOM FRESHNER/DEODORANT in toilets and few selected rooms.
- (iv) Dusting and cleaning of office equipment, office furniture including tables, chairs, side tables, racks and doors, paper trays and other installations.
- (v) Sweeping of floors, mopping of floors-twice a day of all rooms and removal of scrap as per instructions to the designated scrap area.
- (vi) Dusting of doors, cleaning of wash-basin and mirror, cleaning of toilet seats/urinals (with sanitariums and water) twice a day.
- (vii) Sweeping of open space and removal of garbage therefrom.
- (viii) Complete cleaning with soft brooms.
- (ix) Removal of discarded materials to the designated places. Removal of sweeping and discarded/unwanted, useless materials
- (x) Sweeping of lawns and open area.
- (xi) Emptying of dustbins of all rooms/sections.
- (xii) Replenishment of soap, urinal cubes, naphthalene balls/air purifiers [As and when required].
- (xiii) Dumping of garbage at suitable dumping area.

B) WEEKLY OPERATIONS: -

- (i) Polishing of floors, cleaning of walls & windows panes.
- (ii) Washing and wiping/mopping of floors. Thorough cleaning of toilets with suitable cleaning agents.
- (iii) Wiping & cleaning of fixtures, fittings.
- (iv) Brooming & sprinkling in open areas.
- (v) Cleaning of drains.
- (vi) Dusting of files and file racks and cleaning of walls & windows panes.
- (vii) Polishing of staircase railings, cleaning of Venetian blinds and removal of cobwebs seen on walls.
- (viii) Cleaning and dusting of furniture, fixtures and fittings, carpet cleaning with vacuum cleaner.

- (ix) Dusting of doors, dusting of room coolers, air conditioners.
(x) Removal of garbage from cabins, security rooms, drivers room etc.

C) MONTHLY OPERATIONS: -

- (i) Dusting of room coolers, ceiling fans, tube lights, fixtures and furniture and steel almirahs, thorough cleaning of window panes, Venetian blinds and wall scrubbing and washing of rooms, floors, cleaning of ductways outside the toilets, wiping/mopping of furniture, arranging of files and loose papers, special cleaning of sanitary/electrical fire fighting/building hardware etc. Fitting & fixture, door windows. Thorough checking and cleaning of sewer and drainage system as and when they occur, other misc. cleaning work etc.
- (ii) Sweeping, garbage, grass, hay etc. generated as a result of cleanliness operations in house-keeping and horticulture work and malba generated out of repair work shall be taken out fortnightly by contractor's personnel, as a part of their routine housekeeping operation and horticulture work.
- (iii) Removal of blockage, if any, occurring in the drains, floor traps toilets bath room, rain water pipes and gutters, storm water drains, roads, and sewers etc. within the premises, preventive maintenance of the same, other misc. cleaning work.

NOTE:

- a) For execution of all the above jobs, the contractor shall deploy manpower as per Schedule F on full time basis at the MMRC from Monday to Saturday regularly throughout the year and also as and when the occasion so demands.
- b) The contractor will carry out periodical cleaning of water storage tanks above building of MMRC on quarterly basis (minimum) or as directed by MMRC and keep all the water tanks in hygienic conditions within the scope of this maintenance contract without extra cost. and proper record is required to be maintained.
- c) The contractor will arrange cleaning of the main underground water storage tanks of the MMRC Building once in 3 months through specialized agency including UV and disinfection treatment within the scope of this maintenance contract without extra cost. and proper record is required to be maintained.

2. LANDSCAPING MAINTENANCE

The contractor shall have to arrange and maintain all tools and plants and other stock item viz. bamboo, sutli, hessian cloth, tokri and loading rickshaws etc. required for proper maintenance of garden features (including power lawnmower) and nothing extra shall be paid on this account.

The scope of the contract covers all landscape maintenance works in respect of existing garden features, which includes lawn, beds, topiary, perennial beds, rockeries, erecters and climbers, shrubs, trees and self-grown trees in the specified area and removal of rank vegetation and bushes etc. complete.

The contractor must engage experienced staff for the supervision of these works, which should be familiar with the landscape operation in this region

The maintenance includes, watering, fertilizing the plants, protection from pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of hedges, pruning and clipping of hedges roses etc and stacking, preparation and planting of seasonal flowers, minor repair works and all other landscape operations necessary for the proper growth of garden features and proper standard of maintenance.

Regular weeding, cutting grass of lawns and flower beds, ground covers, making basins of tree pits and hoeing to be done periodically.

The existing flower beds to be maintained with alteration (if required) by planting summer and winter seasonal flowers and seed / seedlings shall bought by the contractor.

The contractor must ensure safety of all goods and machinery tools / hose pipes etc. at the site. The contractor must take all necessary precautions for carrying out the above operation. In the case of any injury / accident to any person, the responsibility and liability will be entirely on the contractor. The contractor shall carry out all minor repairs to garden features damage due to digging in the area, natural calamity or any other reason.

Adequate watering of all garden features, trees, hedges, shrubs with hose pipes in different area should be done regularly. The contractor should ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fittings / hydrant etc. fixed at site and existing irrigation system due to negligence of his staff will have to be made good by the contractor at his cost.

Manure and fertilizers as required shall be applied under the directions of the Officer In-charge. However, cost of manure and fertilizers shall be born by the contractor.

Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, fungicides will be required for eradication of the same and nothing extra shall be paid on this account.

The following daily operation is envisaged:- Light garden, sweeping, removal and disposal of garden refuse and cut grass to approved dumping ground. No grass / refuse to be left overnight in the garden area. If the cut grass leaves etc. are left for more than 24 hours the same shall be removed by the department at the cost of the contractor without further notice.

Lawn mowing to take place at regular intervals of 10-15 days in a month or as per direction of Officer-in-charge.

Clipping and trimming of hedges, edges and trimming of shrubs, plants, trees, creepers and bougainvilleas etc. at regular intervals and stacking of plants, wherever required shall be done by the contractor.

3. PEST CONTROL

The work consists of Regular post construction anti-termite treatment, general pest and rodent control measures in MMRCL at BKC, Bandra (East). The general scope of work includes:

1. To ensure that the rooms, halls, stores, and entire premises of MMRC are completely free from any insect, termites, pests and rodents etc. to avoid any epidemic and damage to the holdings of MMRCL.
2. The store rooms and holdings fumigation with moth repellents and insecticides against pest, termites and rodents.

Following is the overall scope of work for keeping the buildings termite & rodent free etc. by adopting scientific methods and using chemicals /pesticides/ insecticides / any other suitable methods by the pest control agency.

1. General
 - a. Treatment for cockroaches, Mosquitoes& Flies etc.
 - b. Anti-Larva, treatment of drains and water bodies to control vector of Dengue, Malaria etc.
 - c. Treatment for silver fish (for carpets, clothes & Books, etc.)
2. Rodent and other animal control
3. Anti-termite treatment

The detailed Scope of Supplies and Services for keeping the building pest, termite & rodent free is as under: -

Pest / Rodent Control Services as detailed below shall be provided at every 45 days interval i.e. twice in a quarter year in the entire complex including buildings with ground floor plus one floor at BKC. Complete area of ground and 1st floor of main building including ceiling, walls, corners of all halls, toilets and corridors etc.

Note: - Vendors are advised to visit the complex and assess the scope of work before participating.

1. General Pest Control

- i) Extermination of Cockroaches etc. by application of gel using Imidacloprid as the base chemical and residual spray of DDVP. (App 2 tubes of Gel & 600 ml of DDVP per treatment)
- ii) Fogging operation by motorized machine shall be carried out in the exterior of complex for control of mosquitoes and flies.
- iii) Fumigation by dry powder (appx 3 box of 125 gms each per treatment) shall be done in the area where books / files / records are kept.
- iv) Spray of ICON 10WP (Lambda – Cyhalothrin 10 % wp, 200 gms per treatment) as the ingredient shall be carried out on the walls and water bodies etc for control of mosquitoes, flies and cockroaches
- v) Spray of Responsar or equivalent for extermination of Cock roaches, flies, Mosquitoes, Silver Fish etc inside the premises (appx 4.5 Ltr. per treatment)

2. Rodent Control

- i) Treatment to control Rodents & Mice by baiting method shall be provided in the entire complex using Bromadiolone (App 60 gm per treatment)
- ii) Baiting trays containing rodenticide shall be kept at rodent activity points
- iii) Glue Traps (Appx 11 No.) shall be placed at the rodent activity points for trapping of Rodents inside the premises.
- iv) Bait Station (Appx 11 No.) shall be installed at both places for trapping of rodents

3. Ant termite (Spray Method)

- i) Regular spray Imidacloprid for Anti Termite solution in water on walls and floors will be carried out once in every 45 days. (Appx 300 ml for single application)

SPECIAL TERMS & CONDITION

1. No Pesticides are to be applied to the internal Cavities of any electrical apparatus including computer terminals, disk driven etc. without the written permission of authorized officer of the relevant department or Engineer-in-charge.
2. Excess residue is to be thoroughly removed by the pest controller before leaving the side.
3. No repeat application or any other alternative pesticide shall be used until the time span for full effect of the original pesticide has elapsed unless this is agreed between the officer in charge and user of the room in written.
4. Where an area cannot be adequately ventilated, following the application of pesticide, for security or any reasons, the pest controller will install and leave operating a portable mechanical ventilator unit, which will be provided & operated by the pest controller.
5. The ventilation unit will be allowed to operate until the officer-in-charge and the authorized officer of room/department whose spaced has been treated is satisfied, that fumes have been satisfactory evacuated.
6. The Pest controller before leaving the MMRCL premises will report to officer-in-charge regarding the satisfactory completion of work carried out on the day/ evening/holidays or any convenient day based on actual requirement.
7. After the award of work, the contractor shall submit the duty chart for routine work in respect of all the premises which include the details/planning for scientific and safe pest control activity of each Building on Weekly basis etc. in addition to that the contractor have to attend (as and when required) the complains any received from occupants of building.

8. The contractor shall deploy adequate, educated and trained manpower to carry our day to day works and maintain a register for each building.
9. The firm will be responsible for the security/insurance of their staff working at site and MMRCL will not be responsible in any manner in case of any accident / mishappening

Additional Terms & Conditions

1. The contractor shall not appoint any sub-contractor to carry out any obligation under the contract.
2. The duration of the contract shall be 24-month duration subject to quarterly appraisal and review by the Engineer in-charge.
3. MMRCL will have the full right to direct the security personal to check, search or examine the contract employ, agent or representative of the contract while entering/leaving the premises if felt necessary, with the help of police.
4. Contractor will carry out the jobs as mentioned in the tender and to their entire satisfaction of the Engineer in charge. In case the contractor fails to follow the direction of Engineer in-charge/officer in-charge he said contract can be terminated by giving one-month notice.
5. Persons engaged for pest control service by the contractor should not cause any obstruction to the office work. He should be cordial, polite & well behaved. The contractor employee for pest control services shall enter the premises into proper uniform & identification card.
6. Suggested list of chemicals / Materials & monthly consumption is given in scope of supplies & services which shall be used for pest control services. However, any requirement for change in chemical/material should be done by the contractor in consultation with Engineer in charge or MMRCL officials.
7. While using the chemical/insecticide, pesticide etc. the contractor must insure that the method of application and doses etc. are as per manufacturer's specification/ recommendation only.
8. Contractor must ensure while using chemical, insecticides, pesticides etc. in canteen kitchen etc. that the foods likely to absorb, odour and flavours, and all exposed food, utensil used for eating, etc. are be adequately protected or removed.
9. All materials, tools, equipment etc. required for pest control services shall be arranged by the contractor in sufficient quantity at his own cost.
10. While using chemicals for pest control services necessary precaution any measure for providing masks, hand gloves etc. to the worker shall be arranged by the contractor.

The Successful tenderer/bidder shall follow under mentioned conditions as well:

1. Land scaping and horticulture work in Office premises
2. Cleaning of Sewer lines of premises.
3. Cleaning of Storm water drains and rain water harvesting pipe and structures.
4. Uninterrupted water supply services in MMRC office.
5. U/G tanks and O/H tanks are needed to be cleaned in every 3 months.
6. Manpower attendance Register is to be maintained.
7. Uniform, Identity cards, Name Plates and identity cards have to be prepared to each and every staff by the contractor (Uniforms should have printed logo Swachh Bharat Mission). Bio-data of each staff should be maintained and whenever asked to have to be shown immediately.
8. The agency shall have to display on notice board in office , the name of maintaining agency along with supervisor's name to be contacted with Telephone Nos. for lodging the complaints.
9. The agency shall be responsible to depute their supervisor in MMRC Office on daily basis to note the complaints regarding the said work.

10. Complaint register should be maintained by agency at his own cost and the agency is liable to produce the same as and whenever asked/required.

EMPLOYER'S REQUIREMENT FOR HOUSEKEEPING AND CLEANING

1. Cleaning and Housekeeping Operations Timings:
 - a. All cleaning and housekeeping operations should be carried out as per the Schedule of work given in Clause 3 in General Instruction to Bidders, as per conditions of contracts & as per the specification.
 - b. All major Cleaning and Housekeeping activities should be completed before operational hours of the office. The operational hours of the office are from 09.45 AM to 6.15 PM. The Cleaning and Housekeeping activities should be completed by 09.00 AM. If there is any change in the non-operational hours, the same shall be intimated to the contractor as and when such timings changes. In day shifts cleaning and housekeeping activities should be carried out as per shift wise and it should be carried out as per schedule of work and as and when required.
 - c. The Cleaning and Housekeeping works in the office are to be carried out with special care during operational hours in such a manner that it does not affect the working of staff, does not cause any accident to the staff & officers and in a manner that all areas in the office premises always gives a perfect clean look.
2. Cleaning materials/detergents/ reagents:
 - a. The environmental friendly cleaning reagents/ detergents to the extent possible to be used for cleaning & housekeeping operations. These should be free from chemical reactions, odorless and should not affect to Visitors, Employees, materials & equipment etc. Employers approval should be obtained before using the cleaning detergents/ reagents materials. The contractor shall submit the final list of Eco friendly reagents/detergents/chemicals with all the necessary Technical details & Test reports which are needed for approval within 3 days of awarding of contract. The Contractor will also submit details of Disinfectants, chemicals / pesticides for pest control / Rodent control with full technical details within 3 days for approval. Employer has a right to alter the given approval any time during the period of contract.
 - b. The Cleaning & Housekeeping works are to be carried out as per these International norms/standards like ISO-14001 & OHSAS 18001 for Environment, Health & safety, as applicable, and in such a manner that all premises always look neat & Clean. Eco friendly chemicals /Reagents to the extent possible shall be used. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment. For all Chemicals / Reagents which are to be used, Material safety data sheets will be required to be submitted.
 - c. If in any case it is found that the monthly consumption of Reagents/detergents/chemicals is less than the prescribed monthly consumption then deduction for lesser consumption shall be made.
3. Cleaning & Housekeeping Machineries/Equipment etc.:

The Machine & Equipment provided for Cleaning and Housekeeping should have adequate capacities in such manner that all Cleaning and housekeeping operation are comfortably completed during non-operational hours. Machineries & Equipment are to be provided as per Schedule F. The contractor shall also keep adequate nos. of spare machine & equipment so that during any failure, the contractor is able to provide spare machine& equipment without affecting cleaning work. The upkeep and performance of machinery and equipment shall be full responsibility of contractor.

The Machineries & Equipment used in areas like circulating area, staircases, etc. should be Battery operated & battery should have sufficient capacity to complete the cleaning & housekeeping operations in one go without replacing the battery. The contractor shall use adequate no. of spare batteries which are kept in charged condition. The contractor will have to use his own battery chargers. The Machineries & Equipment used should be energy efficient & should draw the current in proportion of the machine capacity. The contractor shall use only well-maintained Machineries & Equipment. Only Adequately trained personnel shall use the Machines & Equipment.

4. Toilet cleaning

- a. Housekeeping agency shall be fully responsible for any loss, theft or missing of all the sanitary and water supply fittings installation and equipment in toilets. Any damaged/loss of fittings shall be made good within 24 hrs.
- b. The toilet in housekeeping possession should be kept clean & in hygienic condition and swept every 3 hrs. The drain and sewerage pipe line should be regularly cleaned in a programmed manner. It should be ensured that the choking material such as pocha/polythin/both etc. are not dropped in drain pipes line. Effort for speedy cleaning the drainage system must be ensured.

5. CLEANING & HOUSE KEEPING RECORDS:

Contractor will have to maintain proper records of Cleaning & Housekeeping for each activity. Similarly, Contractor will have to make a Cleaning & Housekeeping Plan. Some of the records to be maintained are as follows:

1. Deployment of Manpower in morning, evening, night and general shifts.
2. Availability of Machines.
3. Utilization of machines
4. Stock details & utilization of Chemicals / Reagents.
5. Details of Cleaning & housekeeping activities carried in each shift as per Cleaning & housekeeping schedule of work.
6. Monthly summary of work carried out as per schedule of work.

6. RESOURCES REPORT

The Contractor shall submit to the Engineer-in-charge each month a detailed list by trade classification, of manpower employed during the report period as also a list of all serviceable major items of cleaning machineries / equipment on site.

7. Cleaning and housekeeping Personnel

The personnel deployed for the cleaning & housekeeping operations should be qualified and trained in the relevant work and have the knowledge of safety procedures. The Personnel deployed should be covered with all statutory requirements at the cost of the contractor. The payment to housekeeping staff be made through bank except in unavoidable circumstances. Details of payments duly certified by the bank to be submitted with next month's bill without which payment will not be released.

The personnel should be smartly dressed in neat and clean uniforms having firm's logo, the uniform and personal protection equipment (Shoes, helmet, gloves etc.) should be provided free of cost by the contractor (Uniforms should have printed logo Swachh Bharat Mission).

8. SUBMITTAL BY THE SUCCESSFUL TENDERER AND COMMENCEMENT OF WORK

- a. Successful Tenderer shall submit the following for getting the approval from the Employer within 3 days from the date of issue of LOA.

Deployment of min. man-power as mentioned in tender along with CVs of the personnel. Each CV shall have the current photographs of the person and shall be signed by the person.

Each CV shall be submitted duly verified by the contractor's authorized representative and shall contain the following information but not limited to: -

1. Name in full
2. Father's name
3. Date of Birth
4. Present Address
5. Permanent Address
6. Educational Qualification
7. AADHAR Card Number
8. Cleaning & Housekeeping experience
9. Any other experience

On top of every CV, the proposed category is also to be indicated. In case the individual does not have AADHAR Card, it is the contractor's obligation to provide necessary assistance in obtaining the same within one month of deployment of said staff on duty.

- b. Deployment of min. no. of Machinery & Equipment as mentioned in tender long with Technical details like make, capacity, present conditions etc. are to be submitted for approval.
- c. The list of Chemicals/Detergents/Reagents/Disinfectants & Pesticides which should be environment friendly to the extent possible along with their applications and Material Safety Data sheets are required to be submitted for approval.
- d. Detailed Cleaning and Housekeeping procedures for all Cleaning and Housekeeping which shall contain the following but not limited to: -
 1. Step by step procedure.
 2. Details of machinery and Equipment, Ladders, Elevated platforms, Mops, special cleaning equipment etc to be used.
 3. Details of Chemicals/Reagents/Detergents/Pesticides/Disinfectants to be used.

However, the successful Tenderer shall commence the work within 7 days from the date of issue of letter of acceptance irrespective of approval of the same by the Employer.

9. Accidents:
 - a. It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy Cleaning personnel who are adequately trained in safety.
 - b. If any accident occurs within the station area due to cleaning & Housekeeping operations or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
 - c. If any damage occurs to the structures/ material & equipment due to Cleaning and Housekeeping operations, the cost of damage will be recovered from the contractor's bill.
 - d. Contractor shall submit the indemnity bond such that the contractor's staff shall not claim of any type, payment, and employment etc. with employer. After completion of contract the contractor shall withdraw all of his staff from the site without any claim.
10. Safety & Display of Signages:
 - a. Contractor shall adopt the necessary safety procedures to avoid any type of accidents to passengers, Employer's personnel, any other personnel & to avoid damages to MMRCL assets.
 - b. The contractor shall display necessary signages with the approval of the Employer or his authorized representative. The type of signages will also be got approved from the Employer or his authorized representative. While carrying out the work, necessary signages shall be deployed.

11. Consumables to be supplied by the contractor:

- a. The following consumables shall be supplied during the contract period at the contractor's cost.
 - b. All cleaning chemicals and consumable items as listed in tender.
 - c. Wherever soap dispensers are not available, contractor shall provide liquid soap with small soap dispensers as approved by the Engineer. Similarly, dispensers for odor control shall also be provided wherever found unavailable.
 - d. All items as mentioned above shall be made available by the contractor. Whenever, any item is consumed, the same shall be replaced immediately.
12. Uniforms, Name badges & Photo identity cards:
- a. Uniforms are to be provided by the agency to worker/staff free of cost. Manager and Cleaning & Housekeeping staff shall wear neat & smart Uniform (Shirt, Pant, shoes etc.) with Firm's logo & Swachh Bharat Mission logo. All staff shall be provided with Name badges & Photo identity cards. A copy of the photo identity card will be submitted to the Employer having the color photographs of the personnel and not the copy of photographs. Necessary Personnel Protective Equipment shall be provided by the contractor as per the requirement for implementation of ISO 14001 & OHSAS 18001. The contractor will have to get the Police verification done for all the Cleaning & Housekeeping personnel deployed in stations. Intimation for deployment of new housekeeping staff after police verification to be submitted every month along with bill raised.
13. The contractor shall issue Employment Card to its workmen in Form-XIV within three days of employment. (CL(R&A) C Rules 76 Chapter-VII).
The contractor shall issue Service Certificate to its workmen on termination of employment in Form-XV. (CL(R&A) C Rules 77 Chapter-VII).
14. The contractor shall display Notices Showing the rates of wages, hours of work, wage period, date of payment, Name and address of the Inspectors having the jurisdiction and the date of payment of unpaid wages shall be displayed in English and in Hindi. CL(R&A) C Rules 81(1)(i). A copy of notice shall be sent to the Inspector and whenever any changes occur the same shall be communicated forthwith. [CL(R&A) C Rules 81(2)].
15. The contractor shall maintain all the statutory Registers including the following:
- a. Registers of persons employed in Form-XIII. CL(R&A) C Rules 75 Chapter-VII.
 - b. Muster Roll Register in Form-XVI. CL(R&A) C Rules 78(a)(i) Chapter-VII.
 - c. Wage Register in Form-XVII. CL(R&A) C Rules 78(a)(i) Chapter-VII.
 - d. Deduction Register for Damage or Loss in Form-XX. CL(R&A) C Rules 78(a)(ii) Chapter-VII.
 - e. Register of Fines in Form-XXI. CL(R&A) C Rules 78(a)(ii).
 - f. Register of Advances in Form-XXII. CL(R&A) C Rules 78(a)(ii).
 - g. Register of Overtime in Form-XXIII. CL(R&A) C Rules 78(a)(ii).
16. The contractor shall strictly follow all the statutory labour laws including but not limited to:
- a. (a) The contractor shall within fifteen days of the commencement or completion of each contract work under each contract submit a return to the Inspector in Form-VIA. CL(R&A) C Rules 25(2)(iii).
 - b. (b) The contractor shall send half yearly return in Form-XXIV (in duplicate) to the Dy. CLC office not later than 30 days from close of the half year. CL(R&A) C Rules 82(1).
 - c. (c) The contractor shall allow its worker a day of rest every week. (Rule-23 of Minimum Wages (Central) Rules, 1950).
 - d. (d) The contractor shall pay wages to his workmen not below the rate of Minimum Wages as notified by the State Government or Central Government, whichever is higher, through Bank

transfer. The contractor shall submit every month, a documentary evidence of having transferred the gross minimum wages to each of the workman failing which his bills shall not be passed.

- e. (e) The contractor shall deposit PF contribution in respect to all its employees up to the wage ceiling limit of ₹15,000/- or as applicable. The PF shall be computed on Minimum Wages. Splitting of wages will not be allowed.
- f. (f) The contractor shall be covered under ESI act 1948, comply its provisions and facilitate benefits under this act to its workmen.
- g. (g) The contractors shall pay overtime at the rate of double the ordinary rate of wages, when a worker works for more than nine hours on any day or for more than forty-eight hours in any week. (Rule-25 of the Minimum Wages (Central) Rules, 1950).
- h. (h) The contractor shall disburse wages at the presence of Authorized Representative of the Principal Employer (sec-72, CL(R&A) C Rules), where ever applicable.
- i. (i) The contractor shall issue wage slips to its workmen at least one day prior to the disbursement of wages. (CL(R&A) C Rules 78(b) Chapter VII) – as per Annexure-11 (standardized Proforma).
- j. (j) All payments of wages shall be made through bank transfer in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day. CL(R&A) C Rules-67 Chapter-VI.

GENERAL GUIDELINES

A. GUIDELINES ON MANUAL AND MECHANISED CLEANING

1. Flooring, ceiling, wall, columns, partitions and glass panels (including top surface) shall be free of duct, cobwebs, and stains.
2. The Contractor shall instruct his cleaning staff to exercise every care when dismantling and refixing all fittings, signs, or paintings, etc as the cost of repair or replacement of any such item damaged or broken as a result of careless handling or negligence on his part or that of his employees shall be charged to him.
3. All items of cleaning products shall be diluted or mixed in accordance with the manufacturer's instructions.
4. All scrubbing shall be done with an approved standard-speed scrubbing machine.
5. Burnishing of floors shall be done with an approved high-speed scrubbing machine.
6. Waste matter from sanitary towels and waste paper receptacles shall be collected as soon as receptacles are full and at least once a day and sanitary towels receptacles shall be cleaned and disinfected immediately after emptying.
7. The Contractor shall empty all receptacles such as waste paper baskets, ashtray, etc whenever they are full and at least once a day. The Contractor shall provide wicker baskets for the collection of litter, and these baskets shall be transported about the building on suitable trolleys mounted on rubber castors. (The Contractor shall also provide Trolleys). On no account shall wicker baskets or any other type of container be permitted to be dragged along the floors.
8. The Contractor shall remove unwanted paper boxes or crates beside the normal waste paper and rubbish. All stains on the floors e.g. oil, coffee, paint, etc, must be removed immediately.
9. The Contractor shall transport all refuse collected from waste paper receptacles, etc to the refuse centres for subsequent disposal.
10. For Conference Rooms, cleaning must be carried out immediately after each meeting.
11. Without prejudice to the requirements mentioned in this Specifications, the Contractor shall deploy sufficient cleaners to be stationed in the building to attend to the following works:
 - a. Regular cleaning of toilets to maintain a continuous high standard of cleanliness (at least 6 times a day during 09.00 hours to 17.00 hours).
 - b. Constant checking of toilets to ensure that depleted toiletries are always replenished.
 - c. Continuous cleaning of entrance, lobbies, common staff areas, staff rest rooms, etc to ensure that all such areas are kept free of litter at all times.
 - d. Cleaning of any spillage that may occur in any part of the building.
 - e. Carrying out any other cleaning jobs as may be instructed by Engineer-In-charge.
 - f. Continuous mopping of common areas on rainy days.
12. Cleaning of the floors of common areas.
13. All rest/locker rooms are to be swept at least once a day.
14. On Holidays, the Contractor shall be responsible for all doors to be locked immediately after his workmen have fulfilled their daily duties.
15. Generally the following cleanliness standard should prevail: -
 - a. Carpets should be well vacuum cleaned. Stain marks should be removed wherever possible.
 - b. Floor and stairs should be cleaned and free of litter, dirt and stains.

- c. Windows, curtains and banisters should be free from dust and dirt.
- d. Toilets should be clean and tidy.
- e. Food-service areas and workstations to be cleared/ clean-down and sanitized.

B. GUIDELINES FOR TOILETS CLEANING

1. Toilet cleaners must visit and clean each toilet 5 times a day, on each visit the following must be observed:
 - a. Toilet cleaners must carry out with them all necessary tools and materials (pails, mops, toiletries, clean soft cloth, etc).
 - b. Toilet cleaners must dry all wet floor/walls/partitions/etc.
 - c. Toilet cleaners must clean dirty floors/walls/partitions/toilet bowls/ urinals/etc.
 - d. Toilet cleaners must replace toilet rolls, urinal tablets (at least 4 nos. of coloured and fragranced naphthol balls to be seen in urinals at time), hand soap, etc.
2. Toilet inspection cards and holders are to be provided and installed at contractor's expenses.
3. The supervisor's should inspect each toilet 2 times a day (once in the morning and in the afternoon.)
4. Each inspection must be signed and timed on the card to be displayed prominently in each toilet.
5. On each inspection, the supervisor must ensure toilets are in tiptop condition otherwise, toilet cleaners must be summoned to clean up the toilet immediately.
6. Male toilets should be cleaned by male cleaners only and likewise for female toilets.
7. The frequency of the toilets cleaning is subject to change as and when instructed by Engineer-In-charge.

C. GENERAL GUIDELINES ON CARPET/UPHOLSTERY SHAMPOOING SERVICE

1. Vacuuming should be carried out to remove stains and marks on the carpet/upholstery.
2. Heavily soiled and stained area should be spot-shampooing so as to remove all stubborn stains/patches before general shampooing takes place.
3. Actual shampooing - hot water extraction/steam cleaning should be used.
4. Pile lifting should be carried out wherever appropriate.
5. All furniture, equipment removed to make way for the work to be carried out efficiently should be moved back to their original location after the work.
6. Wall carpet/upholstery shampooing should follow the above procedure and hand shampooing machine should be used.
7. All chemicals used should be diluted according to manufacturer's instructions. The Contractor shall be liable for damages to the carpets/upholstery arising from his or his employee's negligence.
8. For carpet flooring, the frequency of steam shampooing included in the contract shall be quarterly for general offices and all carpeted areas; and monthly shampooing for lounges & heavy traffic area/passages. Additional shampooing must be under the instruction of the SO and shall be priced in accordance with Schedule of Rates.

Form of Performance Security (Guarantee)
Bank Guarantee Bond

In consideration of the MD, MMRC (hereinafter called “The MMRC”) having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the MMRC an amount not exceeding Rs. (Rupees..... Only) on demand by the MMRC.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the MMRC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the MMRC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MMRC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the MMRC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the MMRC that the MMRC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the

said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMRC against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the MMRC or any indulgence by the MMRC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the MMRC in writing.
8. This guarantee shall be valid up tounless extended on demand by the MMRC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

ESTIMATE

Name of Work: Appointment of Agency for Housekeeping, Pest Control and Landscaping Maintenance for MMRC's New Office Building Situated at Bandra (E), Mumbai

ESTIMATE

S. No.	Particular	Total No. of Manpower	Monthly Wages of One (Inclusive of EPF & ESIC)	Total Monthly Wages	Total for 24 Months
1	Janitor (Unskilled)	20.00	19368.83	387376.50	₹9,297,036.00
2	Gardener (Unskilled)	2.00	19368.83	38737.65	₹929,703.60
3	Manager/Supervisor (Skilled)	1.00	23571.83	23571.83	₹565,723.80
	Sub Total				₹10,792,463.40
4	Miscellaneous (Uniform, Shoes, etc.) @ 5 %				₹539,623.17
5	Materials/Consumables/Chemicals @ 5 %				₹539,623.17
6	Landscape Maintenance & Pest Control @ 5 %				₹539,623.17
7	Service Charge/Contractor Profit @ 10 %				₹1,079,246.34
	Total				₹13,490,579.25

One Crore Thirty-Four Lakhs Ninety Thousand Five Hundred Seventy-Nine and Twenty-Five Paise Only.

NOTE:

1. The above estimate is merely a rough estimate. The actual price shall be quoted by the bidder.
2. The above estimate is inclusive of all but exclusive of GST. GST shall be reimbursed as per the prevailing rates.

Schedule of Payment:

Payment shall be made monthly. Attendance of the staff (through bio-metric machines) and details of deployment of machinery and chemicals is maintained by contractor at office.

These records shall be submitted by 25th of each month to enable Engineer to release 75% of due payment for the current month payment may be released by 5th of the next month so that wages shall be paid by 7th of next month by the agency.

The detail bills complying all the statutory provisions shall be submitted by 15th of the next month so that balance 25% payment of preceding month shall be released. No overtime is considered to achieve higher level of safety standards. The agency must ensure timely payment of Salary, PF, ESI etc. and prompt medical facility to sick/injured and to all staff.

The payments for Misc., Materials & Consumables, etc., Landscape, Pest Control and service charge shall be done on the monthly manpower cost of the contractor as raised by him.

APPENDICES

All relevant appendices published by CPWD General Conditions of Contract shall be applicable.

FORM 'A'

FINANCIAL INFORMATION

1. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

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- a. Gross Annual turnover on construction works.
 - b. Profit/Loss.
2. Financial arrangements for carrying out the proposed work.
 3. Solvency Certificate from Bankers of the bidder in the prescribed Form "B".

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM 'B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE:

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM 'C'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH JUNE 2018

S. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ Arbitration cases pending/in progress with details*	Name and address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

NOTE: The above works shall be accompanied by WORK ORDERS, LETTERS OF EXTENSIONS (if any) and COMPLETION CERTIFICATES mandatorily.

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'D'

PROJECTS UNDER EXECUTION OR AWARDED

S. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work (in crores of rupees)	Date of commencement as per contract	Stipulated date of completion	Upto date percent age progress of work	Slow progress if any and reasons thereof	Name and address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

FORM 'F'

STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
 1. An Individual
 2. A proprietary firm
 3. A firm in partnership
 4. A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organisation/Place of registration

Registration No.

1. _____
2. _____
3. _____
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details
10. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM 'G'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S. No	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

FORM 'H'

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

S. No.	Name of equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11

TENDER DRAWINGS



FURNITURE LAYOUT FOR FIRST FLOOR PLAN

(SCALE - 1 :100)