

Part II

Draft Form of Contract

for

Housekeeping Services in ABCD Complex in Dholera Special Investment Region, Dholera

Dholera Industrial City Development Limited (DICDL)
6th Floor, Block No. 1 and 2, Udhog Bhavan,
Sector-11, 'GH-4' Circle, Gandhinagar – 382017
Gujarat, India

July' 2019

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Section 1. Standard Form of Contract

STANDARD FORM OF CONTRACT

CONTRACT FOR

Between

[Name of Employer]

[Name of Contractor]

[Date]

I Draft Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between

The Dholera Industrial City Development Limited, a company incorporated under the Companies Act, 2013, having its Registered Office at 6th Floor, Block No. 1 and 2, Udyog Bhavan, Sector-11, ‘GH-4’ Circle, Gandhinagar – 382017 Gujarat, India, having CIN : U45209GJ2016SGC085839 hereinafter referred to as the “Employer” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

AND,

[Name of Contractor and registered address]

(Hereinafter called the “Contractor”) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the Second Part

WHEREAS

- a) The Employer has requested the Contractor to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- b) The Contractor, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- a) The following documents attached hereto shall be deemed to form an integral part of this Contract:
- b) The General Conditions of Contract (hereinafter called “GC”);
- c) The following Appendices:

Appendix A: Bill of Quantities (BOQ)

Appendix B: Copy of Letter of Award

Appendix C: Copy of letter of Award/ acceptance by Consultant

Appendix D: Specifications

Appendix E: Copy of Bank Guarantee for Performance Security and insurances

Appendix F: Response to queries and Addendum issued during bid processing

Appendix G: Correspondences

1. The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the Contract; in particular:
 - a) The Contractor shall carry out the work in accordance with the provisions of the Contract; and
 - b) Client will make payments to the Contractor in accordance with the provisions of the Contract.
2. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b) the provisions of the GCC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c) the Appendices shall subject to each of the Contract, and the GCC.
 - d) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF DICDL

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONTRACTOR

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

II General Conditions of Contract

1.1 Definitions

In the contract (as hereinafter defined) the following words and expression will have the meanings hereby assigned, to them:

- a. Approved/ Approval means approved in writing.
- b. plant means all equipment, appliance or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works but do not include materials or other things intended to form or forming part of the permanent work.
- c. Contract means the contract Agreement entered between the Employer and Contractor. The instruction and information, general rules and direction for tenderers, terms and conditions of contract, specification, drawings, the schedules of quantities and tender prices, the formal agreement and all addenda (including corrigendum if any) and attachments related to the above, referred in the contract agreement shall constitute the contract.
- d. Contractor means the particular person, firm or Company or Group of firms or Companies or his designated representative with whom the contract has been executed the works and includes his legal successors.
- e. Day means a day from midnight to midnight.
- f. Deleted.
- g. Drawings means the drawings referred to in the specifications, any modification of such drawings approved in writing and such other drawings as may from time to time be furnished or approved in writing by the Employer.
- h. Employer/ Owner mean Dholera Industrial City Development Ltd and include its legal successor.
- i. Employers Representative: Person/Agency appointed by the Employer to supervise its requirements under this Contracts.
- j. IS means Indian Standards, prescribed by the Bureau of Indian Standards
- k. Month means period from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- l. Site means the lands and other places on, under, in or through which, the works are to be executed or carried out and any other lands or places provided by the owner for the purposes of the contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.
- m. Temporary Works means all temporary works of every kind required for the performance of the contract.
- n. Tendered Amount means the total tender amount indicated in the letter of acceptance of the tender.
- o. The expression “work” or “Works” where used in these conditions shall, unless, there be something in the subject or context repugnant or such services be construed to mean the

work, or the works contracted to be executed under or in virtue of contract, whether temporary or permanent, and whether original, altered, substituted or additional.

- p. Week means seven consecutive days.
- q. S.O.R. means schedule of rates.

1.2 Interpretations

Words imparting the singular only, also include the plural, he include she and vice a versa unless this is repugnant to the context. Wherever the term “Specification” is used apart from a specified standard specification, it shall mean the specification or plan prepared for a particular item as per the instruction to the Contractor in executing that item of works.

1.3 Language of Contract

All written matter and correspondence in connection with the Contract shall be in English.

1.4 Contract Document and Matters to be treated as Confidential

All documents, correspondence, decision and order concerning the contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorized person.

1.5 Stamp Duty

The Stamp Duty for entering into agreement shall have to be paid by the Contractor.

1.6 Performance security

- a. The Contractor shall, for the performance of its obligations hereunder during the housekeeping service Period, provide to the Employer, within 30 (Thirty) days of the date of issue, of letter accepting the tender, an irrevocable and unconditional guarantee from a Bank in the form set forth in Part II, section 2 Annexure I (the “**Performance Security**”) for an amount equal to 5% (Five Percent) of the Contract Price.
- b. In addition to the above, the Employer shall deduct security deposit from the intermediate bills i.e. the running account bills an amount at the rate of 5% (five percent) of the total amount of each bills, as a remaining Security Deposit subject to the condition that the total amount of such deductions shall not exceed 5% (Five percent) of the Tendered amount put to Tender as mentioned in the letter of acceptance of the tender.
- c. The Bank Guarantee must remain valid for at least three months after the Completion Period is over.
- d. Security Deposit less any amount due shall be returned to the contractor after three months from completion of the Works and subject to the Employer certifying that no liability is attached to the contractor.
- e. Additional security deposit shall be furnished by the bidder as decided by the Employer’s authority at the time of entering into contract, if any.

1.7 Actions When Performance Security is forfeited

- 1.7.1 In any case, in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (Whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Employer/Employer's Representative on behalf of the Employer, shall have powers:
- a. To rescind the contract (of which rescission notice in writing to the Contractor under the hand of Employer/Employer's Representative shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Employer.
 - b. To employ labour paid by Employer and to supply materials to carry out work , or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price, the certificate of the Employer/Employer's Representative shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of this contract and in that case the certificate of the Employer/Employer's Representative to the value of the work done shall be final and conclusive against Contractor.
 - c. To order that the work of the Contractor be measured up and to take such part thereof as shall be unexecuted out of hands, and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to the amount to which excess expenses the certificate in writing of the Employer/Employer's Representative shall be final and conclusive) shall be borne and paid by the original contractor and shall be deductible from any money due to him by the Employer under this contract from his security deposit or the proceeds of sale thereof or a sufficient part thereof.
- 1.7.2 In the event of any of the course being adopted as per clause 1.7.1 above by the Employer/Employer's Representative, the Contractor shall not claim to compensate for any loss sustained by him by reason of his having purchased or procured any materials, or made any advances on this account or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed by him under this contract unless and until the Employer/Employer's Representative shall have certified in writing the performance of such work and the amount payable in respect thereof and shall only be entitled to be paid amount so certified.
- 1.7.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies than unless the accepting authority is satisfied that legal heirs or representatives of the individual Contractor or of proprietary concern, are capable of carrying out and complete the contract, as the accepting authority shall be entitled to cancel the contract, as to its uncompleted part by forfeiting the security deposit under clause 1.7.1(a) without Employer being in anyway liable to pay any compensation to the heirs of the deceased contractor on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased contractor cannot carry out and complete the contract shall be final and binding on the parties. In the event of such a cancellation, Employer shall not hold the heirs of the deceased Contractor liable for damages for not carrying out the work remaining incomplete as on the date of death of individual Contractor or the proprietor.
- 1.7.4 In any case in which any of powers conferred upon the Employer/Employer's Representative under clause 1.7.1 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof

and such powers shall notwithstanding be exercisable at any future date.

- 1.7.5 In the event of the Employer/Employer's Representative taking action under clause 1.7.1 to 1.7.4 he may if so desires, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract-rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable with current market rates where ascertainable of similar articles and comparable condition, to be certified by the Employer/Employer's Representative. In the alternative the Employer/Employer's Representative may by notice, in writing to the Contractor or his clerk of the works. Foreman or other authorized agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisitions, remove them at the Contractor's expenses or shall remove them by auction or private sale at the risk and cost of the Contractor in all respect, and the certificate of the Employer/Employer's Representative as to the expenses of any such removal and the amount of the proceeds shall be final and conclusive against the Contractor.

1.8 Setting Out

Deleted

1.9 Progress Schedule

Deleted.

1.10 Action when the performance of the work is unsatisfactory

If the progress of any particular portion of the work is unsatisfactory, the Employer shall, notwithstanding that the general progress of the work is satisfactory, be entitled to take action under clause 1.7.1(b) after giving the Contractor 10 days' notice in writing and the Contractor will have no claim what so ever for any compensation or loss sustained by him in owing to such action.

1.11 Commencement of work, Time for completion and extension of time

The contractor shall commence the work from commencement date mentioned in letter of Award (LOA) and proceed in accordance with the time schedule furnished pursuant to Clause 1.9 and complete the work in all respects within 1 (One) Year from commencement date. However, this shall require extension year to year by the Employer based on satisfactory completion of work during previous year. The decision of the Employer for extension of work if any for further 2 year (s) (1+1) shall be communicated to the Contractor by the Employer and shall be final based on Employer's discretion for each extension. The bidder shall quote prices at flat rate for period of 1 year. However, the escalation in rates for 2nd year and 3rd (in case of extension) shall be increased by simple rate of 5% per year.

1.12 Action where no specifications

- 1.12.1 In the case of any type of work for which there is no specifications, such work shall be carried out in accordance with the Employers specifications and in the event of there being no Employers specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions, and requirements of the Employer.

- 1.12.2 Purpose of Drawings and specifications and conformance thereto shall be treated as under:

- a. The contract drawings read together with the contract specifications are intended to show and explain the manner of executing the work.
- b. The work shall be carried out in accordance with the directions of the Employer/Employer's Representative in accordance with such further drawings, details and instructions as may be given by the Employer/Employer's Representative, from time to time.
- c. It shall be the responsibility of the contractor to promptly bring to the notice of the Employer/Employer's Representative any error or discrepancy in the contract documents and obtains his orders thereon. Only stated dimensions are to be taken and not those obtained from scaling the drawings. In case of any discrepancy between the description of an item in the Appendix-A and the specifications, the later shall prevail and in case any discrepancy between the specification and drawings, the drawings shall prevail. In case any feature of the work is not fully described and set forth in the item drawings and specification, the contractor shall forthwith apply to the Employer/Employer's Representative for further instructions, drawings or specifications.

1.12.3 Modifications

- a. The Employer/Employer's Representative may order modifications at any time before completion of the work. No modification shall be made unless so ordered in writing.
- b. For all modification, the Employer/Employer's Representative will issue revised plans.

1.12.4 Deleted

1.12.5 Deleted

1.13 Land required by the Contractor

The Contractor shall have to make his own arrangement for land required by him/her for his camp, workshops, labour camps, stock-piling of materials and machineries etc.

1.14 Entering Upon or Commencement of Work

The contractor shall not work upon or commence any portion of work except with the written authority and instruction of the Employer/Employer's Representative of the work, failing which the contractor shall have no claim to ask for measurement or payment for work.

1.15 Accesses to Site and Work

The Employer/ Employer's representative may, if he/she consider fit from time to time, enter upon any premises/land(s), which may be in possession of the Contractor under this contract for the purpose of implementation any work not included in this contract and may execute such work not included in this contract by agents or by other Contractor in his opinion and the Contractor shall, in accordance with the requirements of the Employer/Employer's Representative, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other Contractor employed by the Employer and his workmen or for the workmen of the Employer who may be employed in the execution on or near the site of the work not included in the contract or of any contract-in connection with or ancillary to the work and in default, the Contractor shall be liable to the Employer for any delay or expense incurred by reason of such default, provided always that if the exercise of these powers shall cause any damage , he may, within, fifteen days of such damage arising make statement of the same to the Employer/Employer's Representative who shall, from time to time, assess the value in his judgment of such damage and the Employer shall from time to

time pay to the Contractor the amounts (if any) accepted as justified by the Employer/Employer's Representative.

1.16 Works to be executed under direction of Employer/Employer's Representative

All works to be executed under the Contract shall be executed under the direction of Employer/Employer's Representative and subject to approval in all respect of the Employer 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.

1.17 Materials and Workmanship

1.17.1 Materials

a. All materials, articles and workmanship shall be of the most suitable quality for the work. The unit rates quoted shall deem to have included procurement, transport, handling, storage etc.

b. Equivalency of Standards and Codes

Wherever reference is made in the Contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and works is to be performed expressly set forth in the Contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Employer/Employer's Representative prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Employer/Employer's Representative at least 30 days prior to the date when Contractor desires the Employer/Employer's Representative's approval. In the event the Employer/Employer's Representative determines that such deviations do not ensure equal or higher quality, the Contractor shall comply with the standards set forth in the contract documents.

c. All materials, articles shall be specified and in accordance with the instructions of Employer/Employer's Representative.

1.17.2 Workmanship

The Contractor shall execute the whole and every part of the work in substantial and workman-like manner. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Employer/Employer's Representative.

The Contractor will be entitled to receive the certified copy of the accepted tender along with the work order free of cost and will also be entitled to receive, on request two sets of working drawings, according to the progress of work, as and when needed, free of cost.

1.17.3 Employment of Qualified Workforce

The contractor shall employ a full time technically qualified staff during the execution of this work. The workforce so employed for the work must have sufficient experience to handle the work independently. Such workforce shall have to stay near the site of work and they shall not be entrusted with any other duty except of this work.

1.17.4 Work to be open for inspection - Contractor or Responsible Agent to be present

All works under or in course of execution or executed in pursuance of the contract shall, at all times be open for the inspections and supervision of the Employer/Employer's Representative and his sub-ordinate and the contractor shall, at all times during the usual working hours and all other times at which reasonable notice of the intimation of the Employer/Employer's Representative or his sub-ordinate to visit the works shall have 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 duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

1.17.5 Deleted

1.17.6 Action and Compensation for Bad/peccant Work

If at any time in continuation of the works, it shall appear to the Employer/ Employer's Representative or his sub-ordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or with malafied intentions or are otherwise not in accordance with the contract, it shall be lawful for the Employer/Employer's Representative to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been passed. Certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the works so specified in whole or in part as the case may be required or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, the Employer/Employer's Representative may rectify or remove and re-execute the work or remove and replace the materials complained as the case may be at the risk and expense in all respects of the Contractor. Should the Employer/Employer's Representative consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix thereof. However, the contractor shall be responsible for normal maintenance of the work till the final bill for the work is prepared by the Employer. Deleted

1.18 Checking of Materials

- a. All materials before being utilized in works shall be inspected and checked, if found necessary, by the Employer/Employer's Representative or his representative. The nature of testing and periodical intervals at which such testing is to be done etc. shall be as per the latest editions of relevant IS Codes and determined by the Employer/Employer's Representative.

The materials shall be checked at any place directed by the Employer/Employer's Representative.

1.19 Deleted

1.20 List of tools and tackels to be brought and used on works by the Contractor

The Contractor shall furnish list of tools and tackels immediately available with him/her for use on the work and which they propose to procure for the work. These are to be maintained / replaced by the Contractor in good condition during entire work period.

1.21 Services at existing utilities

- 1.21.1 Where the work to be performed under these specifications crosses or otherwise interferes with water, sewer, gas or oil pipelines, buried cable or other public or private utilities, the Contractor shall preserve and protect such utilities and shall perform such services during the

progress of the work so that no damage will result to either public or private interests till alternative arrangement for relocating such facilities are made. The term “Watercourses” included ditches, terraces, furrows or other features of surface irrigation systems

It shall be the responsibility of the Contractor to determine the actual locations of and make provision for all watercourses and utilities.

- 1.21.2 Before any watercourse or utility is taken out of service, permission shall be obtained from the Employer/Employer by the Contractor. The Contractor shall be liable for all damages that may result from failure to preserve and protect watercourses or utilities during the progress of the work and the Contractor shall indemnify and hold harmless the Employer from claims of whatsoever nature or kind arising out of or connected with damage to water courses or utilities encountered during services, damages resulting from disruption of service and injury to persons or damage to property resulting from the negligent, accidental or intentional breaching of watercourses or utilities.
- 1.21.3 If the Contractor does not maintain the existing watercourse and utilities in such condition that no damage will result to either public or private interests, the Employer will make the necessary repairs to be made and recover charges from the Contractor for such work.
- 1.21.4 Except as otherwise provided below, the cost of all work described in this paragraph, shall be included in the price bid in the schedule for relevant other items of work.
- 1.21.5 Deleted
- 1.21.6 In case of watercourses and utilities in addition to those for which details are available with the Employer, all additional work required to be performed by the Contractor as a result of encountering the watercourse or utilities shall be performed in accordance with clause 1.35.
- 1.21.7 In case of forest, nursery or plantation for which details are available with the Employer, all care shall be taken by the contractor to preserve the plantation during its services. If the contractor does not take care to preserve the plantation, the Employer may recover the loss, from the contractor.

1.22 Telephone and Power line

- 1.22.1 The details of telephone and power-line crossings are available with the office of the Employer/Employer’s Representative.
- 1.22.2 Equipment and vehicles shall not be operated where, it is possible to bring such equipment or vehicles or any part thereof within 5 meters of any high voltage line or installation unless Electricity company/Service provider, has been notified the line de-energized and grounded, and positive control measures taken to prevent points along the conductor will vary due to changing ambient and operating temperatures.

1.23 Work during Night or on Sundays and Holidays

The work shall not be carried out during night or on Sunday and authorized holidays without the prior written consent of Employer/Employer’s Representative. However, it will be allowed to be carried out the work during night, Sundays or authorized holidays subject to:

- a. The provisions of relevant labour laws being adhered to.
- b. Adequate lighting, supervision and safety measures established to the satisfaction of the Employer/Employer’s Representative.

- c. The housekeeping services programme given by the Contractor and agreed upon by the Employer/Employer's Representative envisages such working.
- d. If it is necessary or required to ensure the safety of work, protection of life, or to prevent loss or damage to property.

1.24 Deleted

1.25 Deleted

1.26 Water and Electric Power

The water and electric power supply shall be given by the Employer at common points. The Contractor shall not raise any claim against the Employer for failure or stoppage of power supply for any reasons whatsoever. Contractor shall judiciously utilise water and electricity.

1.27 Other Contractors

1.27.1 When two or more Contractors are engaged on work in the same vicinity, they shall work together in a spirit of co-operation and accommodation. The Contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and arrangements of other Contractor in the neighbouring project localities. In case of any difficulties amongst the Contractors, the Employer/Employer's Representative shall direct the manner in which each Contractor shall conduct his works so far as it does not affects the others.

1.27.2 It is possible that work at, or in the vicinity of the site of work will be performed by the Employer or by other Contractors engaged in work for the Employer during the Contract period. The Contractor shall without charge permit the Employer and such other Contractor's and other workmen to use the access facilities including roads, lighting installation and any other facilities constructed or acquired by the Contractor for use in the performance of the works till they are required to be maintained for the purpose of this work.

1.28 Ecological Balance

1.28.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his services as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the work. In respect of ecological balance, Contractor shall observe the following instructions.

- a. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the operations the same shall be repaired, replanted or otherwise corrected at the Contractor's expense.
- b. All trees and shrubbery which are not specifically required to be cleared or removed for service purposes shall be preserved and shall be protected from any damage that may be caused by the Contractor's operations and equipment. The removal of trees or shrubs will be permitted only after prior approval of the Employer/Employer's Representative. Special care shall be exercised where trees or shrubs are exposed to injuries by equipment, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Employer/Employer's Representative. Trees shall not be used for anchorages. The Contractor shall be responsible for injuries to trees and shrubbery caused by his operations. The terms 'injury' shall include, without limitation, brushing scarring, tearing and breaking

of roots trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable without delay to their original condition at the Contractor's expenses.

- c. The Contractor's activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastes into Canal. Such pollutants and wastes include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, tailings much products, minerals, salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Employer/Employer's Representative.
- d. In the conduct of activities and operation of equipment's, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution.
- e. Excessive emission of dust into the atmosphere will not be permitted during the services and the Contractor shall use such methods equipment as are necessary for collection and disposal or prevention of dust during these operations. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, brush, combustible materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

1.28.2 Separate payment will not be made for complying with provisions of this Clause and all costs shall be deemed to have been included in costs of items included in Appendix 'A'.

1.29 Deleted

1.30 Liability of Contractor for Damage Done in or Out Side Work Area

Compensation for all damage done intentionally or unintentionally by Contractor's labours whether in or beyond limit of the Employer's property including any damage caused by the spreading of fire shall be estimated by the Employer/Employer's Representative, or such other officer as he may appoint and the estimates of the Employer/Employer's Representative, subject to the decision of the Employer, on appeal, shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner as decided by the Employer/Employer's Representative and deducted from any sums that may be due or become due from the Employer to the Contractor or under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the Court in Consequence.

1.31 Liability of Contractor for Accidents to Persons

In addition to responsibilities and liabilities of the Contractor under workmen's Compensation Act given in clause 1.47 following shall also apply:

- a. On the occurrence of an accident, which results in death of workmen employed by the Contractor or which is as serious as is likely to result in death of any such workmen, the Contractor shall within 24 hours of happening of such accident(s), intimate in writing to the Employer/Employer's Representative, the fact of such accident(s). The Contractor shall indemnify the Employer against all loss or damage sustained by the Employer resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Employer as a consequence of Employer's

failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act regard to such accident(s).

- b. In the case of an accident, in respect of which compensation may become payable under workmen's Compensation Act, whether by the Contractor or by the Employer, it shall be lawful for the Employer/Employer's Representative to retain out of money due and payable to the Contractor such sum or sums of money as may, in the opinion of the Employer/Employer's Representative be sufficient to meet such a liability. The opinion of the Employer/Employer's Representative shall be final in regard to all matters arising under this Clause.

1.32 Deleted

1.33 Indemnities

The Contractor shall indemnify the Employer against all actions, suits, claims and demands, through or made against the Employer in respect of work of this contract and against any loss or damage to Employer in consequence of any action or suit being brought against the Contractor for anything done or omitted to be done in execution of the work of this contract.

1.34 Variation of Quantities and Extra Items

The Employer/Employer's Representative shall have authority to make any alterations in the original specifications, drawings, designs and issue instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing and signed by the Employer/Employer's Representative and such alteration shall not invalidate the contract and additional work which the Contractor may be directed to do in the manner specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the work and rate as specified below. The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the Tender.

1.35 Variation in Schedule of Quantities

1.35.1 Increase in Quantities

- a. If the quantity for any individual item increases by a quantity limited to 30 % of tender quantity, such quantity shall be executed and paid at tendered rate with price adjustment, if applicable. The contractor shall not undertake any excess beyond 30% / extra work without written orders from the Employer/Employer's Representative and any violations to this shall lead to non-payment to the contractor.
- b. No payment shall be entertained for excess quantity, if any, beyond the 30% of the tendered quantity (that means total 130% of the tendered quantity) until such executed quantity and the rates thereof are correctly derived afresh with mutual agreement and approved by the Employer.

1.35.2 Decrease in Quantity

If the quantity for any individual item decreases by more than 30% of tender quantity, such quantity i.e. executed quantity shall be paid at tendered rate with price adjustment, if applicable.

1.35.3 Extra Item

Extra item of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Employer/Employer's Representative.

No payment shall be entertained for extra item until such executed quantity and the rates thereon are correctly derived and approved by the Employer.

1.36 Lumpsum in Estimates

When the estimate on which a tender is made includes lump sum in respect of part 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 Employer/Employer's Representative capable of measurement, the Employer/Employer's Representative at his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Employer's Representative shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

1.37 Submission of Bills

1.37.1 The Contractor on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and at the rates quoted in Appendix – A and passed by the Employer/Employer's Representative, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor.

All such intermediate payments shall be regarded as payments by way of advance against, the final payment only and not as payments for work actually done and completed and shall not preclude the Employer's Representative from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims, not shall it conclude, determine or affect in any way the power of Employer's Representative as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affects the contract.

1.37.2 Deleted.

1.37.3 A bill shall be submitted by the contractor each month on or before the date fixed by the Employer/Employer's Representative for all works executed in the previous month and the Employer/Employer's Representative shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted within fifteen days from the submission of the bill.

1.37.4 The Contractor shall submit all the bills on the printed forms to be had on application at the office of the Employer's Representative. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the part / reduced rates subject to the approval by the Employer/Employer's Representative in the case of items not completed/executed as per agreements.

1.37.5 Payment to the Contractor shall be made within 45 days of receipt of the invoice and certification of the work done by the Employer/Employer's Representative in the approved format.

1.37.6 Amount due for recovery on other facilities as well as also for other services, and for other expenditure, if any, incurred by the Employer on Contractor's behalf on labours and materials which may become due from the Contractor as per the Contract as well as under any other

laws prevailing which may become due, will be recovered from the payments to the Contractor, as and when due.

1.38 Price Adjustment

1.38.1 No Price Adjustment is applicable due to increase or decrease in input cost of the works.

1.38.2 Changes in cost due to legislation:

- a. If the law of any local or duly constituted authority, or the introduction of any such state statute, Ordinance, decree, law regulations or bye-law which causes additional or reduced cost to the contractor other than under the first two sub- clauses of the clause in the execution of the works, such additional or reduced cost shall be certified by the Employer/Employer's Representative after examining the records provided by the claimant and shall be paid by or credited to the Employer.
- b. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if:
 - I. The same shall have been reflected in the indexing of any of the inputs to the price adjustment in accordance with the provision of this clause 1.38.
 - II. The same shall have been taken into account by any other clauses of the contract.

1.39 Deleted

1.40 Deleted

1.41 Income Tax

Deduction will be made at source from the contractor's bill towards income Tax by the Employers as per prevailing rules of the Income Tax Authority.

1.42 Taxes

1.42.1 The rate quoted by the Contractor shall be deemed to be inclusive of all Taxes including GST prevailing as on 30 days prior to submission of bid where applicable on materials that have to be purchased for performance of the contract including completed items of work.

1.42.2 All the Taxes leviable for the work (including material component) under the Contract shall be borne by the Contractor and it shall not be reimbursed by the Employer.

1.42.3 Deleted.

1.42.4 Deleted

1.42.5 Difference of payment due to any upward revision of GST Taxes (Except on those components whose price rise is fully compensated as per Clause No. 4.38, Price Adjustment) during the period of contract shall be borne by the Employer. Such tax shall be paid by the Contractor and it will be reimbursed by the Employer upon production and verification of proof of payment. Similarly, in the event of reduction GST on any or all materials purchased by the Contractor for completion of the work under contract, the Contractor shall pass on this benefit to the Employer. For above purpose, the Contractor shall produce a certificate from their auditor/ Chartered Accountants/ Tax consultants giving year wise details of purchases, along with the proof. The Employer will reimburse or deduct as the case may be such amount, after scrutiny of the claim at the time of final payment of the bill.

1.43 Deleted

1.44 Errors, Omissions and Discrepancies

1.44.1 The several documents forming the contract are essential parts of the contract and a requirement occurring in one is as binding as through occurring in all they are intended to be mutually explanatory and complementary and to describe and provide for a complete work. In the event of any discrepancy in the several documents forming the contract or in any one document, the following order of precedence should apply.

- I. Between the written description of the item in the Appendix-A or written dimensions on the drawing and the corresponding one in the specifications, the later shall apply.
- II. Figured dimensions shall supersede scaled dimensions. The drawing on a large scale shall take precedence over those on smaller scale.
- III. Drawing issued as service drawings from time to time shall supersede the corresponding drawings previously issued.

In the case of defective description or ambiguity, the Employer/Employers representative is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor shall point out any apparent error or omission in the tender documents while submitting the tender and particularly while signing the contract. The contractor cannot take any advantage of any apparent error or omission in the tender document and if the contractor fails to bring out the apparent error or omission to the notice of the Employer in writing, he shall have no right to claim which may arise due to such error or omission subsequently and the decision of the Employer in this regard shall be final and binding to the contractor.

1.44.2 Typographical error leading to absurdity shall be ignored and correct technical, financial and legal meaning of such errors shall be considered.

1.45 Old Curiosities

In the event of discovery by the contractor or his employees during the work, of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiques, relic, fossil or other articles or value of interest whether geological, archaeological or any other such treasure and other things shall be deemed to be the absolute property of the Employer and the contractor shall duly preserve the same to the satisfaction of the Employer/Employer's Representative, from time to time and deliver the same to such persons as the Employer/Employer's Representative may appoint.

The Contractor shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery there of and before removal acquaint the Employer/Employer's Representative with such discovery and carry out his order for the disposal of the same.

1.46 Safety Provisions

1.46.1 The Contractor in his operations shall arrange for the safety measure as required inclusive of the provisions in the latest safety manual published by the Central and State Government, In case the Contractor fails to make such arrangements, the Employer/Employer's Representatives shall be entitled to cause them to be provided and to recover the costs there of from the Contractor.

1.46.2 For failure to comply with the provisions of the Safety Manual the Contractor shall, without prejudice to any other liabilities, pay to the Employer a sum not exceeding Rupees one

thousand per day for each day default.

1.47 Labour Compensation under the Workman's Compensation Act

- a. The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries causes to the workmen. If such compensation is paid by Employer as principle employer under sub-section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the Employer from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner as decided by the Employer/Employer's Representative.
- b. The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a body injury as a result of an accident. If such expenses are incurred by Employer, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Employer from any amount due or that may become due to the Contractor.
- c. The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith:
 - I. The workers shall be required to use the equipment so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned;
 - II. When work is carried out in proximity of any place where there is risk of drowning, all necessary steps shall be taken for the prompt rescue of any person in danger;
 - III. Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- d. Employment of famine or other labour. The Contractor shall employ any famine, convict or other labour of particular kind or class, if ordered in writing to do so by the Employer/Employer's Representative.
- e. Details of labourers employed
 - I. The contractor shall not employ in connection with the works any person who has not completed his Eighteen (18) years of age.
 - II. The Contractor shall furnish to the Employer/Employer's Representative information about various categories of labours employed by him in the form and at such interval as may be specified.
 - III. The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of the various labour laws and rules and regulations as applicable to them in regard to all matters provided therein and shall identify the Employer in respect of all claims that may be made against the Employer for non-compliance thereof by the Contractor.
- f. Notwithstanding, anything contained herein the Employer/Employer's Representative may take such action as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor.

- I. In the event of the Contractor committing a default or breach any of the provisions of the labour laws and rules and regulations applicable, the Contractor shall, without prejudice to any other liability under the Act, pay to Employer a sum not exceeding Rupees one thousand per day for each of the defaults subject to a maximum of one percent of the tendered amount.
- g. The Contractor should, as far as possible, obtain his requirement of labours, skilled and unskilled, from the nearest Employment Exchanges so as to utilize the local employment potential. If there are no local Employment Exchanges or such Exchanges are not able to provide the required labour locally, suitable available labours should be utilised to the maximum extent possible. The contractor shall have to engage local labour and person seeking employment where available on normal rate.
- h. Fair Wages
 - I. If a Contractor fails to pay within '7' (Seven) days to any the labour(s)/worker(s) the minimum wages prescribed by the Government under the minimum wages Act 1948 as in force from time to time, the Employer/Employer's Representative shall be at liberty to deduct the amount payable by the contractor to the labour/worker from his (Contractor's) bills or deposit(s) after making due inquiries and establishing claims of the labour(s)/worker(s).
 - II. The Contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Employer/Employer's Representative to pay the wages as per Minimum wages Act in force at the relevant time. If Contractor does not act as aforesaid within seven days then the action contemplated as above shall be taken against him.
- i. Local labour on normal rates. The contractor shall have to engage local and person seeking employment where available on normal rates.

1.48 Labour Reports

The contractor shall submit the following reports to the Employer/Employer's Representative:

- I. A daily report in the form as may be prescribed of the strength of labour both skilled and unskilled employed by him on the work(s). The Contractor shall increase or decrease the strength both skilled and unskilled, if directed by the Employer/Employer's Representative. The submission of such report shall not, however relieve the Contractor of his responsibilities and duties regarding progress or any other obligations under the contract.
- II. A classified weekly return in the prescribed form of the number of person employed on the works during the preceding week.
- III. A weekly medical report in the prescribed form showing the health of the Contractor's camp, the number of person ill or incapacitated and the nature of their illness.
- IV. A report of any accident, which may have occurred to be sent within 24 hours of the occurrence.

1.49 Deleted

1.50 Employment of Scarcity Labour

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometres of the work, the Contractor shall employ upon such parts of the works, as are suitable for unskilled labour, any person, certified to him by the Employer/Employer's Representative or by any persons to whom, the Employer/Employer's Representative may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of the Clause shall be decided by the Employer/Employer's Representative whose decision shall be final and binding on the contractor.

1.51 Insurance

1.51.1 The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself against all the usual hazards or risks or loss. The form and limits of such insurance and the company together with the under writing thereof in each case, shall be such as will be acceptable to the Employer but, regardless of such acceptance, it shall be the responsibility of the contractor to maintain adequate insurance at all-time at least to cover:

- I. Workmen's compensation in accordance with the law in force from time to time.
- II. Third party liability including Employer's personnel on duty with a cover of minimum Rs. 5 lac for each person in case of fatal accident/permanent disability.
- III. Deleted.
- IV. Failure of the Contractor to maintain adequate insurance coverage shall not relieve him of any contractual responsibility.

1.51.2 Attested copies of certificate or policies of insurance shall be filed with the Employer prior to starting any work on this contract. The certificates shall state that fifty days advance written notice will be given to the Employer before any policy covered thereby is changed, cancelled or expired.

1.52 Deleted

1.53 Observance of Laws, Local Regulations

The Contractor shall conform to all laws of the land and regulations and bye- laws of any local authority and of any water or electricity supply companies with whose system the structure is proposed to be constructed. He shall before making any variations from the drawings or specifications that may be necessitated for so conforming, give to the Employer/Employer's Representative a written notice, specifying the variations proposed to be made and the reasons for the Contractor does not receive such instructions within seven days, he shall proceed with the work conforming to the provisions, regulations or bye laws in question and any variation in the drawing or specifications so necessitated shall be dealt with under the clause 1.35. The Contractor shall give notices required by the said Acts, regulations or bye-laws and bear the required fees in connection therewith. He shall also ensure that no attachments are made against materials for works related to the Contracts. The Contractor shall protect and indemnify the Employer against all claims or liabilities arising from or based on the violation of such laws, ordinances regulations, bye-laws, decrees or attachments by him or by his employees. The contractor shall also notify Employer in case any other unforeseen permit / NOC required to carry out the work.

1.54 Force Majeure

1.54.1 Neither party shall be liable to the other for any loss or damage occasioned / caused by or arising out of act of God and in particular "Unprecedented floods", volcanic eruption, earthquake or other convulsion of nature and other acts, such as but not restricted to invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war rebellion military or usurped power (but excluding strikes and lockouts) which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note: "Unprecedented flood" means the flood crossing the highest observed flood level which is on the available record.

1.54.2 If any loss of damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risk defined in the clause 1.54.1 as above, the Contractor shall at his own cost, rectify such loss of damage so that the permanent works conform in every respect with the provisions of the contract to the satisfaction of the Engineer.

1.55 Deleted

1.56 Deleted

1.57 Deleted

1.58 No Compensation for Change or Restriction of Works

If at any time after the execution of the Contract documents, the Employer/Employer's Representative shall for any reason whatsoever, required the whole or part of the work as specified in the tender be stopped for any period or shall not require the whole or part of work to be carried by the contractor, he shall give notice in writing stating the fact to the contractor who shall there upon suspend or stop the work totally or partially as the case may be. In such case except provided hereunder the contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder. on account of any profit or advantage which he might in consequence of the full amount of work not having been carried out on account of the any loss that he may put to on account of material purchased or agreed to be purchased or for unemployment of labour recruited by him. He also shall not have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

a. During the period of suspension, the contractor shall not remove any equipment from the site and any part of the work without prior written consent of the Employer/Employer's Representative.

b. The contractor shall not be entitled for loss of expected profit from such work.

1.59 Claims

The Contractor shall not be entitled to any claim/claims from the Employer on any account unless where allowed by the condition of this contract. In such cases, the Contractor shall have to submit a claim in writing to the Employer/Employer's Representative within one month on the cause of such claim occurring. All claims arising as a dispute of any kind out of the contract shall be governed by clause 1.60.

1.60 Arbitration

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gandhinagar, Gujarat and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

1.61 Rescinding of Contract in Case of Subletting Contract or Contractor Becomes Insolvent

The entire contract shall not be assigned or sublet. The Employer may allow subletting the part or portion of the work not exceeding up to 40% (Forty percentages) of Tender cost, if the sub-contractor satisfies the requirement of the work to be sublet. If the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any compromise with his creditors, or attempt to do so, the Employer's Representative may by notice in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of Employer 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 Employer's Representative may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Employer and the same consequence shall ensue as if the Contract had been rescinded under clause 1.7 here of and in addition the Contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

1.62 Deleted

1.63 Change in Constitution of Firm to be notified

In the case of a Tender by firm partnership or limited company, any change in its constitution shall be forthwith notified by the Contractor to the Employer's Representative for his information.

1.64 Deleted

1.65 Termination

1.65.1 By the Employer: The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in this clause:

- I. if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within a period of thirty (30) days', after being notified or within such further period as the Client may have subsequently approved in writing;

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- II. within thirty (30) days, if the Contractor become insolvent or bankrupt;
 - III. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
 - IV. within thirty (30) days, if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - V. within thirty (30) days, if the Contractor, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
 - VI. if the Employer, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days' decides to terminate this Contract.
- 1.65.2 By the Contractor: The Contractor may terminate this Contract, by not less than thirty (30) day's' written notice to the Employer, such notice to be given after the occurrence of the events specified in this clause:
- I. if the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue; or
 - II. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the work for a period of not less than sixty (60) days.
- 1.65.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records (iv) the rights of indemnity of the Client v) any right which a Party may have under the Applicable Law.
- 1.65.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the work done by the Contractor and equipment and materials furnished by the Client, the Contractor shall handover all project documents under procedure described in this contract.
- 1.65.5 Payment upon termination: Upon termination of this Contract, the Employer will make the following payments to the Contractor:
- I. Payment pursuant to satisfactorily performed work prior to the effective date of termination.
- 1.65.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Section 2. Appendices BOQ

S. No.	Type of Manpower	Rate per Month Rs.	Total Nos	Amount per Month Rs.	Amount Per Year	GST
A.	MAN POWER CHARGES					
1	Facility Office					
2	Supervisor					
3	Store Associate					
4	Machine operator					
5	Cleaner					
6	Other (As applicable)					
B.	MACHINERY, TOOLS, EQUIPMENTS CHARGES					
C	CONSUMABLES CHARGES and PEST CONTROL					
D	TOTAL (A+B+C)					
E	Grand Total (Inclusive of GST)					

Appendix B – Form of Bank Guarantee

Annexure I – Performance Security

Employer.....,
Gandhinagar, Gujarat

WHEREAS:

_____ [name and address of Contractor] (hereinafter called “the Contractor”) and [name and address of the EMPLOYER], (“the EMPLOYER”) have entered into an agreement (the “Agreement”) for “[Name of the work]_”

- (A) [Name of the work], subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Service Period (as defined in the Agreement) in a sum of Rs. Crore (Rupees Crore) (the “Guarantee Amount”).
- (C) We,through our branch at (the “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released

from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect 60 (sixty) days after the end of the duration of works.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end **** month in the year ***** or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Section 3. Scope of Work and Standards

1. SCOPE OF WORK AND STANDARDS

a. SCOPE OF WORK SHALL INCLUDE THE FOLLOWING ACTIVITIES

▪ **Special Purpose Vehicle (SPV) Building (Exterior only)**

1. Cleaning and upkeep of high rise features such as Façade and Vertical Glazing , Pillar, Roof Top, High Ceiling etc. of SPV building in ABCD complex of DSIR.
2. Cleaning and upkeep of entrance pavilion.
3. Cleaning and upkeep of Mural and GRC work.
4. Cleaning and upkeep of exterior of SPV building in all aspects.

▪ **Business Exhibition Center (BEC) Building (Both interior and exterior)**

1. Cleaning and up keep of entrance foyer and common areas.
2. Cleaning and up keep of Temporary Exhibition Hall 1&2, Banquet halls and Auditorium in all aspects including but not limited to carpet, ceiling, projector screen, walls, auditorium chairs, control room of auditorium, green room, pre-function area and lounge room etc.
3. Cleaning and up keep of Permanent Exhibition Hall/Experience Zone in all aspects including but not limited to flooring, physical model*, LED Screens*, curtain, glazing work, ceiling, interior structures and all equipment/systems* which are required to run the whole show from entry point to exit point etc.
4. Cleaning and up keep of all toilets along with replenishment of all toiletries at all floors of BEC Building.
5. Cleaning and up keep of Pantry/Kitchen, store, janitor room at all floors of BEC Building
6. Cleaning and up keep of AHU Room, Electrical Room, UPS Room, AV Room, utility room and Telecom Room at all floors of BEC Building
7. Cleaning and up keep of High Raised features such as Façade/Glazing Cleaning, Pillars Cleaning, Roof Top, High Ceiling, etc. of Business Exhibition Center (BEC) building in ABCD complex of DSIR
8. Cleaning and up keep of lift lobby, North staircase, South staircase, entrance foyer staircase and all passage/corridor/walkways.
9. Cleaning and up keep of Artwork in BEC Building
10. Cleaning and upkeep of exterior of BEC building in all aspect
11. Complete cleaning and upkeep of interior spaces, building exterior wall, glass panes with pest control which includes but not limited to rodents, cockroaches, mosquitoes etc in brief all build up spaces and open spaces are part of scope of work.
12. Cleaning of couches, chairs and furniture in BEC building
13. Complete Collection & Transportation of waste from BEC building in compliance with the guidelines of Pollution Control Board and applicable laws.
14. Furniture shifting of offices, arrangement for tea distribution during visit of senior officer/dignitaries, arranging of water distribution for staff of DICDL.
15. During events depute extra manpower as per the requirement of client.

16. Cleaning and upkeep of all floors along with exterior of BEC building in all aspect including but not limited to doors, window, flooring, electrical items, equipment, cladding work, dado work, ceiling and shaft openings etc.

Note: *Skilled personnel to be hired after approval from client

▪ **Utility Building (Both interior and exterior)**

1. Cleaning and upkeep of all toilets at all floors of utility building.
2. Cleaning and upkeep of staircase and all passage/corridor.
3. Cleaning and upkeep of Electrical Control Room, Charger & DCDB Room, Battery bank room, D G Set room at all floor of utility building.
4. Cleaning and upkeep of Attendant Room, chiller room
5. Cleaning and upkeep of Fire Water Tank, Non Potable water tank and Potable Water Tank in all aspects.
6. Cleaning and upkeep of all floors along with exterior of Utility Building in all aspect including but not limited to doors, window, flooring, façade/glazing work, equipment, cladding work, dado work, ceiling and shaft openings etc.
7. Complete Collection & Transportation of waste from utility building in compliance with the guidelines of Pollution Control Board and applicable laws.

▪ **External Development (Area other than SPV, BEC & Utility Building within ABCD Complex boundary)**

1. Cleaning and upkeep of all area other than SPV, BEC & Utility Building within ABCD Complex boundary in all aspect including but not limited to parking area, pergola, tensile roof, parking covering, open air theatre, flooring, internal road cleaning, cladding work, GRC work, manhole covers, colonnade structure, pedestrian street, water bodies, pedestrian street gates, security cabins, main entrance gates, compound wall, paver work along the external roads, fountain, soft & hard scape work and removal of debris from the ABCD boundary etc.
2. Watering, maintenance, cleaning of trees, shrubs, grass and landscaping should be done by the successful bidder and water shall be provided by client. However, bidder shall make own arrangements for supply of water (if client's supply fails) at additional cost.
3. Dead plants and trees will be replaced after approval of client.

a. GENERAL REQUIREMENTS

1. Successful bidder will have to setup an office in Dholera within 10 days upon award of contract.
2. The successful bidder will have to ensure that necessary precautions/actions need to be taken to prevent the entry of birds and animals in the buildings.
3. Daily supervision of the housekeeping staff including the day, event and post event.
4. The successful bidder will Purchase, re-order and maintain the materials required for housekeeping.
5. Successful bidder will own/rent/operate and maintain all the necessary equipment/machinery required for the housekeeping services.
6. Recruit, schedule and train housekeeping staff members.
7. Uphold highest standards of cleanliness, safety and conduct

8. All areas and facilities mentioned in RFP shall be covered and maintained by the successful Bidder on round the clock throughout the calendar year (24 hours*365 days) as per the frequency stipulated in the RFP or communicated by client from time to time.
9. Scheduled tasks (Routine and Periodic) shall be carried out by the successful Bidder within specified day / shift.
10. Successful Bidder shall employ and deploy required and sufficient employees for providing the upkeep and cleaning services and shall also appoint male and female cleaners for maintaining and cleaning the toilets.
11. The successful Bidder shall maintain area and facilities on round the clock throughout the calendar year (24*365 days) basis. The areas specified in BOQ shall always be maintained neat and clean in accordance with the prevailing standards as mentioned in RFP. The successful Bidder shall have to clean the area as per minimum frequencies mentioned. However the cleaning shall be carried out more frequently, if required, to meet the necessary standards.
12. The Successful Bidder shall provide the cleaning and maintenance Services on a round the clock throughout the calendar year (24 hours * 365 days) basis, However, in case of emergent work, the successful Bidder shall be required to depute additional work-force and in such instance the payment will be made in accordance with the proposal submitted by the successful Bidder upon the approval from client.
13. If for any reasons, any area in whole or part is not available for cleaning and maintenance Service, it shall re-organize its resources to suit the revised schedule within the stipulated time for the completion of cleaning and maintenance Service. However, under no circumstances the successful Bidder shall be entitled to any claim of financial damages, whatsoever, on this ground.
14. The successful Bidder shall schedule and finish the cleaning and maintenance Service with minimum disturbance to the building user or other service providers and concessioner, and shall perform it in a proper sequence to the complete satisfaction of client.
15. The Successful Bidder shall be liable for damages to the property or personal injuries, which are resulting from out of the Scope of Service, directly or indirectly, caused by it or his representatives. The successful Bidder shall take insurance, covering all its employees up to the estimated liabilities. The Successful Bidder shall indemnify and keep indemnified client against all losses and claims for injuries or damage to any persons or any property whatsoever and shall be responsible for all or any claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto the cleaning and maintenance services rendered in the scope of work.
16. Entire waste or superfluous degradable and bio degradable materials shall be carried away by the successful Bidder to the satisfaction of client. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of the building.
17. All the staff deputed at site will be dressed in uniform as approved by client.
18. Suitable supervisor shall be nominated and approved by client.

b. CLEANING STANDARD SPECIFICATION

▪ **Colour code cleaning system:**

- i. Red Cloth – Used for cleaning W/c and urinals.
- ii. Yellow Cloth – Used for cleaning wash basin, tiled wall, dado, furniture and fittings inside of washroom.
- iii. Green Cloth – Used for cleaning glass in all areas.
- iv. Blue Cloth - Used for general purpose of cleaning in all areas except inside of washrooms

▪ **Cleaning standard specifications**

S. No.	Building Elements	Required Cleaning Standards
1	External features, fire exits and stairwells Handrails are clean and free of stains	Landings, ramps, stairwells, fire exits, steps, entrances, porches, patios, balconies, eaves and external light fittings are free of dust, grit, dirt, leafs, cobwebs, rubbish, cigarette butts and bird excreta. Garden furniture is clean and operational.
2	Walls, skirtings, dado and ceilings	Internal and external walls and ceilings are free of dust, grit, dirt, lint, soil, film and cobwebs. Walls and ceilings are free of marks caused by furniture, equipment or staff. Light switches are free of fingerprints, scuffs and any other marks. Light covers and diffusers are free of dust, grit, dirt, lint and cobwebs. Polished surfaces are of a uniform lustre. Fabric wall surfaces should be free from dust, grit, dirt, lint soil, stains and cobwebs.
3	Windows	Surfaces of glass internal and external are clear of all streaks, spots and marks, including fingerprints and smudges. Window frames, tracks and ledges are clear and free of dust, dirt, grit, marks, spots and cobwebs.
4	Doors	Internal and external doors and doorframes are free of dust, grit, dirt, lint, soil, film, fingerprints and cobwebs. Doors and door frames are free of marks caused by furniture, equipment or staff. Air vents, relief grilles and other ventilation outlets are kept unblocked and free of dust, grit, dirt, soil, film, cobwebs, scuffs and any other marks. Door tracks and door jambs are free of grit, dirt and other debris. Polished surfaces are of a uniform lustre.
5	Hard floors	The floor is free of dust, grit, dirt, litter, marks and spots, water or other liquids. The floor is free of polish or other build-up at the edges and corners or in traffic lanes. The floor is free of spots, scuffs or scratches on traffic lanes, around furniture and at pivot points. Inaccessible areas (edges, corners and around furniture) are free of dust, grit, dirt, lint and spots. Polished or buffed floors are of a uniform lustre. Appropriate signage and precautions are taken regarding pedestrian safety near newly cleaned or wet floors

S. No.	Building Elements	Required Cleaning Standards
6	Soft floors	The floor is free of dust, grit, dirt, litter, marks and spots, water or other liquids. The floor is free of stains, spots, scuffs or scratches on traffic lanes, around furniture and at pivot points. Inaccessible areas (edges, corners and around furniture) are free of dust, grit, dirt, lint and spots. carpets are vacuumed/cleaned,
7	Ducts, grills and vents	All ventilation outlets are kept unblocked and free of dust, grit, dirt, soil, film, cobwebs, scuffs and any other marks. All ventilation outlets are kept clean and uncluttered following cleaning
8	Electrical fixtures and appliances	Electrical fixtures and appliances are free of grease, dirt, dust, encrustations, marks, stains and cob webs. Electrical fixtures and appliances are kept free from signs of use or non-use. Only outside surfaces of electrical and ELV fixtures shall be cleaned. Hygiene standards are satisfied where the fixture or appliance is used in food preparation. Range hoods (interior and exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces. Motor vents etc. are clean and free of dust, dirt and lint. Water dispenser/ water cooler are clean and free of stains and mineral build-up. Insect killing devices are free of dead insects and are clean and functional.
9	Furnishings and fixtures	Hard surface furniture is free of spots, soil, film, dust, dirt, fingerprints and spillages. Soft surface furniture is free from stains, soil, dirt, film and dust. Furniture legs, wheels and castors are free from mop strings, soil, dirt, film, dust and cobwebs. Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, dirt, lint and spots. All high surfaces are free from dust, dirt and cobwebs. Curtains, blinds and drapes are free from stains, dust, dirt, cobwebs, lint and signs of use of non-use. Equipment is free of tapes/plastic etc that may compromise cleaning. Furnitureshould not have anyodour that is distasteful or unpleasant. Shelves, bench tops, cupboards and wardrobes/lockers are clean internal & external and free of dust, dirt and litter or stains. Internal plants are free of dust, dirt and litter. Waste/rubbish bins or containers are clean inside internal & external, free of stains and mechanically intact. Fire extinguishers and fire alarms are free of dust, grit, dirt and cobwebs
10	Pantry fixtures and appliances	Fixtures, surfaces and appliances are free of grease, dirt, dust, encrustations, marks, stains and cobwebs. Electrical and cooking fixtures and appliances are kept free from signs of use or non-use. Motor vents etc are clean and free of dust, dirt and lint. Refrigerators/freezers are clean and free of ice build-up.

S. No.	Building Elements	Required Cleaning Standards
11	Toilets and bathroom fixtures	Porcelain and plastic surfaces are free from smudges, smears, body fats, soap build-up and mineral deposits. Metal surfaces, shower screens and mirrors are free from streaks, soil, dirt, smudges, soap build-up and oxide deposits. Wall tiles and wall fixtures (including soap and cream dispensers and towel holders) are free of dust, grit, dirt, smudges/streaks, mould, soap build-up and mineral deposits. Shower curtains and bath mats are free from stains, smudges, smears, odours, mould and body fats. Plumbing fixtures are free of smudges, dust, dirt, stains, soap build-up and mineral deposits. Bathroom fixtures are free from odours that are distasteful or unpleasant. Polished surfaces are of a uniform lustre. Sanitary disposal units are clean and functional. Consumable items are refilled and replace timely and are in sufficient supply.
12	General tidiness	The area appears tidy and uncluttered Floor space is clear, only occupied by furniture and fittings designed to sit on the floor. Furniture is maintained in a way that allows for cleaning. Fire access and exit doors are left clean and unhindered.
13	Odour control	The area should smell fresh. There should not be any odour that is distasteful or unpleasant. Room deodorizers shall be cleaned and functional.
14	Pest Control	Regular pest control which includes but not limited to rodents, cockroaches, mosquitoes, insects, etc. should be carried out as per IS-6313 and the Frequency for cleaning should be as per RFP
15	Vegetation Area /Forest area/ Hard landscape/ Soft Landscape	Vegetation area needs to be watered. Cutting of wild vegetation, weed removal, provision of fertilizer, etc. should be done. The frequency for different activity should be as per RFP
16	Water bodies	The area needs to be clean and free of dust, grit, leaf and rubbish. Water body should smell fresh and free from pond scum/ green film upon the surface of water.

▪ **Area Details**

BEC Building Interior Space Details			
S. No.	Description	Approximate Area in Building (Sq Mt)	Quantities (No)
1	PD Toilet	19.39	5
2	Male Toilet	110.23	5
3	Passage near Toilet	100	1
4	Unisex Toilet	3.21	1
5	Female Toilet	70.07	5
6	Central Stairs and Passage	454.47	2

BEC Building Interior Space Details			
S. No.	Description	Approximate Area in Building (Sq Mt)	Quantities (No)
7	Staircase	142.5	6
8	Staircase Platform	2.9	2
9	Entrance Foyer	132.38	2
10	Central Foyer	608.83	1
11	Passage near foyer	64.94	1
12	Triple height Area	556.25	2
13	Experience Zone Hall	666.8	1
14	Pre Function Area	173.89	1
15	Temporary Exhibition Hall	1192.5	2
16	Green Room Male	18.88	1
17	Back stage Gallery	20	1
18	Auditorium	320.68	1
19	VIP Lounge	26.23	1
20	Stage	76.68	1
21	Banquet Hall	726.9	1
22	Service Area (Vacant)	325.11	1
23	Service Passage	261.87	4
24	Balcony Area	147.28	2
25	Drinking Water	12.72	1
26	Janitor	12.6	3
27	Lift Foyer	33.27	3
28	Pantry	44.22	4
29	Storage	81.93	3
30	Store	43.09	1
31	Storage in Prefunction	19.38	1
32	Utilities	42.36	1
33	AHU Room	180.25	5

BEC Building Interior Space Details			
S. No.	Description	Approximate Area in Building (Sq Mt)	Quantities (No)
34	AV Control Room	12.25	1
35	AV Room	94.68	3
36	Electrical Room	115.67	4
37	UPS Room	104.82	3
38	Telecom Room	51.12	3

Glass & Mural Space Details		
Building	Side	Area in Sqm. (Approximtlly)
BEC Building	North Side	145.63
	South Side	105.71
	East Side	196.89
	West Side	198.04
	Exhibition Hall Side	339.92
	Auditorium Side	382.29
SPV Building	West Side	383.68
	East Side	764.10
	Mural (East Side)	92.15
	North Side	570.61
	South Side	567.48
Utility Building	East Side	8.6
	West Side	11.99
	North Side	23.19
	South Side	11.99
		3802.27
External Space Details		
	Particulars	Area in Sqm. (Approximately)
Site Buildings	Site with Building Blocks	47864.72
	SPV	1568.39
	BEC	3510.72
	Utiltiy	900.3
	Security-1	22.48
	Security-2	39.44
	Security-3	24.3
Water Bodies	Reflecting Pool-1	690.55
	Reflecting Pool-2	1203.27
	Big Pond	3436.22

Glass & Mural Space Details		
Building	Side	Area in Sqm. (Approximtlly)
Hardscape & Landscape	Roads, Pavers, Pedetrian, Parking (Open & Covered), Plantation, Grass etc.	36469.05

Note:

The above quantity are indicative in nature, bidder will have to visit the building premises for its own detail estimation and clear understanding.

▪ **FREQUENCY OF CLEANING**

Sr No	Particular	Requirement	Frequency	
1	Auditorium along with control room	Floor	Vacuuming Shampooing	Alternate day Carpet Vacuuming & Cleaning. Shampooing Quarterly
		Walls	Vacuuming Cobweb removing Fabric cleaning	Weekly Weekly Monthly
		Ceiling	Dusting and Cobweb removing	Weekly
		Artwork, Glass board, Furniture, doors, auditorium chair, sofa and All the fixtures like, projector, projector screen, speakers, Light fittings etc	Damp Cleaning Vacuuming	Weekly Weekly
2	Banquet Hall	Floor	Sweeping and mopping Cleaning	Daily Daily
		Walls	Vacuuming Cobweb removing Cleaning	Weekly Weekly Weekly
		Ceiling	Dusting and Cobweb removing	Weekly
		Glass board, A.C Grills, Ducts, glazing, Furniture, doors, curtains, plantation and all the fixtures like, projector, projector screen, speakers, Light fittings etc	Damp Cleaning Vacuuming	Daily Daily Daily
3	Pre Function Area	Floor	Sweeping and mopping Cleaning	Daily Daily

Sr No	Particular	Requirement	Frequency	
	Walls	Vacuuming Cobweb removing Cleaning	Weekly Weekly Weekly	
	Ceiling	Dusting and Cobweb removing	Weekly	
	Artwork, Glass board, A.C Grills, Ducts, glazing, Furniture, doors, curtains, plantation and all the fixtures like, speakers, Light fittings etc	Damp Cleaning Vacuuming	Daily Daily Daily	
4	Temporary Exhibition Hall 1 & 2	Floor	Sweeping and mopping Cleaning	Daily Daily
		Walls	Vacuuming Cobweb removing Cleaning	Weekly Weekly Weekly
		Ceiling	Dusting and Cobweb removing	Weekly
		Glazing, Furniture, doors, curtains, and All the fixtures like, speakers, Light fittings etc	Damp Cleaning Vacuuming	Daily Daily Daily
5	Entrance Foyer	Floor	Sweeping and mopping Cleaning	Daily Daily
		Walls	Vacuuming Cobweb removing Cleaning	Weekly Weekly Weekly
		Ceiling	Dusting and Cobweb removing	Weekly
		Glazing, staircase and All the fixtures like, speakers, Light fittings etc	Damp Cleaning Vacuuming	Daily Daily Daily
6	Experience Zone	Floor	Sweeping and mopping Cleaning	Daily Daily
		Walls	Vacuuming Cobweb removing Cleaning	Weekly Weekly Weekly
		Ceiling	Dusting and Cobweb removing	Weekly
		All the fixtures like, speakers, Light, glazing, curtain, Furniture, fittings, etc	Damp Cleaning Vacuuming	Daily Daily Daily
		Physical model	Vacuuming Cleaning	Daily Daily

Sr No	Particular		Requirement	Frequency
7	Toilet Blocks	Inclusive of Floor, walls, ceiling and all fixtures	Normal Cleaning Steam Washing	Three times a Day normally and Every Hour During Event Day Steam Washing Monthly
8	Lifts, stair cases, passages and corridors	Wall, floors, ceiling	Cleaning	Daily
9	Pantry and Janitor Room	wall, floors, ceiling	Cleaning	Daily
10	Parking area and External roads		Cleaning	Daily
11	Exterior Compound wall		Cleaning	Monthly
12	Exterior wall of BEC and SPV building and utility building (Glazing and Mural)		Cleaning	Monthly
13	External Development of ABCD Complex		Cleaning	weekly

Note:

- Regular cleaning i.e. sweeping, mopping etc. shall be done daily. Frequency of cleaning should be as per site requirement not fixed to once a day.
- The Outer area covered with Pavers Blocks, Bituminous Carpet of Roads, and Trenches Surface should be cleaned daily.
- Boundary wall of the premises to be cleaned Monthly.
- All chairs, sofas shall be cleaned weekly.
- Dusting and deep cleaning of all signages in complex shall be done weekly by the successful bidder.
- Every care has to be taken to cover all scopes, aspects, areas requiring housekeeping services, these are, however, not exhaustive and if deemed fit, client may add additional scope of work (+10%/-10%), for which no additional payment whatsoever on any account will be made
- External Development include all the component as defined in earlier section of the RFP.

PEST Control			
Name of the Treatments	Technicians - Site Survey	Number of Treatments in a Year	Supervision
Mosquito Control: Fogging/Misting	As and When Required	As per the need No limits of service	Fortnightly
Flies: - Internal	Daily Activity	Daily Activity; No limits of service	Fortnightly
Flies: - External	Daily Activity	As per the need No limits of service	Fortnightly
Crawling Insects: (Cockroaches, Red & Black ants, Silver fish, lizard, reptiles etc)	Daily Activity	Kitchen area Inspection: Daily - Treatment: 4 times a month; Public area - Inspection Every day; Treatment Once a Month; Offices - Inspection: Daily; Treatment: Once a month; However, in case of any complian No limits of service till issue resolved;	Fortnightly
Rodent: - External	Daily	Once in 15 days; Burrow treatment and Inspection	Fortnightly
Rodent: - Internal	Daily	Inspection: Daily: Treatment: Weekly	Fortnightly
Termite:	Daily	-	Fortnightly
Wood Borer:	Daily	-	Fortnightly
Honey Bee:	Daily	Inspection: Daily Treatment: When Required	Fortnightly

Schedule for vegetation & Garden Maintenance Work				
SR	Schedule	October to February (Winter)	March to June (Summer)	July to September (Rains)
1. Watering				
A	Lawn & Ground Cover	daily	daily	2-3 time in a week
B	Hedges Shrubs	once in 2 days	daily	2 time in a week
C	Trees	weekly	daily	once in a week
2. Mowing/Cutting/Pruning				
A	Lawn & Ground Cover	once in 15 days	2 time in a month	once in 15 days
B	Hedges Shrubs	once in 15 days	once in 15 days	once in 15 days
C	Trees	Once in 6 months or when require		
3. Pesticide/Insecticide/Fertilizer				
A	Lawn & Ground Cover	once in 15 days	once in 15 days	once in 15 days
B	Hedges Shrubs	once in 15 days	once in 15 days	once in 15 days
C	Trees	once in month	once in month	once in month
4. Soil Working				
A	Lawn & Ground Cover	once in 15 days	once in 15 days	once in 15 days
B	Hedges Shrubs	once in 15 days	once in 15 days	once in 15 days
C	Trees	once in month	once in month	once in month
5. Weeding				
A	Lawn & Ground Cover	in a week	in a week	in a week
B	Hedges Shrubs	in a week	in a week	in a week
C	Trees	once in month	once in month	once in month

Note:

- Above all mentioned facilities with all doors either wooden or metal etc., and its frames, any other allied facilities to be cleaned and maintained daily.
- All the service area not mentioned here above like AHU Rooms, Electrical Rooms, AV Room, Utilities Room, store room, Telecom Room, BMS, CCTV, SERVER, IT, UPS, Shaft openings etc., rooms/facilities to be cleaned every Daily.
- Normal cleaning e.g. sweeping, mopping, etc. must be done daily. Frequency of cleaning should be as per site requirement not fixed to once a day.

c. CLEANING MACHINERY, EQUIPMENT & CONSUMABLES

- **Cleaning Materials**

The successful Bidder shall assess the requirement of cleaning materials like chemicals, consumables, tools, garbage bin liners, restroom toiletries etc. required for the cleaning and maintenance services. It should maintain sufficient stock of the materials. The procurement of the materials, its storage and maintenance is within the scope of the successful bidder. The cleaning materials to be used shall be

approved by the client. Using of unapproved material can lead to penalty at the discretion of the client. The indicative list of material to be used is mention in table below.

S. No.	Material / Cleaning Agent Type	Where to be Used
1.	Liquid Soap (Make: Johnson Divercy, Dettol, Kimberly Clark) Naphthalene Balls , Pixol (Urine cakes) or its eqv. , NEUTRALLE Air purifiers / Room spray, Lemon Grass Dispensor for wash room, Toilet Paper, Air purifiers in toilets, Collin spray	Toilets. Bidder has to ensure that the soap container etc. is never empty.
2.	Liquid Soap, Lysol, Floor Cleaner Liquid	Floor Cleaning
3.	Spray	Glass / Window Cleaning
4.	Room Freshener (Premium)	Toilet, Waiting Hall, Conference Rooms, Meeting Rooms, Lounges, Offices, etc and as required
5	Repellents (suitable chemicals)	To keep lizards, mice, etc of the venue.

Note:

- Successful bidder will have to get product approved by client before start using it. Client can any time ask change in material as per the need of site.
- The successful bidder will have to procure materials that are eco-friendly in nature.
- The successful bidder may be required to use additional materials to ensure that the work is executed to the satisfaction of owner. No additional payment will be made on that account.

▪ **Machinery & Equipment**

Successful bidder shall procure/Rent/operate and maintain all the necessary equipment/machinery in effective and efficient manner. The successful bidder shall have its own estimation towards the quantity of equipment required. It shall meet the cleaning and maintenance stated as specified in RFP. In case of breakdown of the equipment backup preventive measure shall be undertaken by the bidder. Indicative list of machinery and equipment to be available at site by successful bidder is mention below.

S. No.	Description	S. No.	Description
1	Nylon Brush	21	Floor duster
2	Hand Gloves	22	Cobweb brush
3	WC Brush	23	Scrubbing pad
4	Dust Pan	24	Cleaning sine board
5	Mug	25	Sponge
6	Hand Brush	26	T-brush
7	Glass wiper	27	Wet mop refill
8	Scraper	28	Dry mop refill
9	Mop Trolley	29	Wet mop Clamp
10	Wet Mop	30	Dry mop Clamp
11	Dry mop	31	Small wiper

S. No.	Description	S. No.	Description
12	Soft broom	32	Carpet brush
13	Hard broom	33	Road brush
14	Caddy	34	Glass duster
15	Spray Gun	35	Buckets
16	Wiper	36	Phenyl
17	Toilet Cleaners	37	Toilet brush (Round)
18	Toilet Pump	38	Hand wash
19	Dusters check	39	Scraper blade
20	Scotch bright	40	Yellow sponge

Sr. No.	FIX ASETS EQUIPMENTS ON SITE
01	Back pack vacuum cleaner BATTERY OPERATED (MAKE I TEAM GLOBAL, CLEANFIX, KARCHER, IPC.) or equivalent
02	Jet pressure Machine 210 BAR – (MAKE - IPC, KARCHER, BOSCH etc) or equivalent
03	Scrubbing machine 1650 RPM ORBITAL MOVMENT (MAKE I TEAM, CLEAN FIX, IPC,) or equivalent
04	Vacuum cleaner WET AND DRY – IPC, CLEANFIX – SW21 or equivalent AUTO SCRUBER DOUBLE DISC (WALK BEHIND BATTERY OPERATED LITHIUM IRON) 350 RPM, 46 CM, 62 CM, MAKE I TEAM, CLEAN FIX, IPC or equivalent) CHARGER OFF BOARD.
05	Telescopic poll – 4 meters CARBON FIBER POLL WITH I SUITE MAKE, I TEAM, IPC, CLEAN FIX or equivalent
06	Telescopic poll-9 meters CARBON FIBER POLL WITH I SUITE (MAKE I TEAM, IPC, CLEANFIX or equivalent)
07	Ladders (Ht. required as per site condition) - SS OR ALUMINIUM LOCAL
08	Tri-cycles
09	Rideon- Scrubbing Machine (Battery Operated) (Battery Operated) (MAKE– IPC, CLEAN FIX – RA 500, HAKO or equivalent)
10	Scissor Lift/Boom Lift for High-rise Cleaning activity
11	Erogtex glass scraper (MAKE I TEAM, IPC, CLEANFIX or equivalent)
12	Garbage trolley (MAKE I TEAM, IPC, CLEANFIX or equivalent)
13	Steam cleaner (MAKE CLEANFIX – DS 8, IPC or equivalent)
14	Office equipment: copier, computer, telephone

15	Company vehicles
16	PPE's

Note:

- Listing of material and machinery are purely indicative and the bidder has to suggest the comprehensive listing of the material, machinery and the quantity they foresee for use / consumption for the scope of work mentioned in the tender document technical proposal.
- The Equipment before the use shall be approved by the client along with its specification.
- If the performance is not satisfactory as per desired in this RFP it should be changed on client recommendation without any additional cost.
- Successful bidder should maintain sufficient stock of number of equipment. The assessment should be done by the bidder. In case client feels the stock of material and equipment is not sufficient bidder will have to increase them as desired by the client to achieve the cleaning standards.
- Successful bidder will have to ensure that all the equipment are in working condition and in case its out of order for more than 48 hour penalty to be applicable.

d. WASTE DISPOSAL

The successful Bidder shall collect and transport garbage & rubbish from DICDL designated Waste Collection Points in accordance with the applicable laws and as per specified Trash Segregation standards. In case of violation client shall have the right to impose the work penalty upon the Successful Bidder.

- The successful Bidder shall segregate recyclable and non-recyclable trash as part of good environmental practice. Breach of such practice shall lead to penalties or written admonishments based on the magnitude of the problem and DICDL may provide the list of "Set Environmental Practices" upon qualification for Cleaning Contract.
- The successful bidder at all-time shall follow and comply with Environment Protection Act and Rules thereto amended from time to time and all rules and regulation required by the Gujarat Pollution Control Board. The successful bidder shall take all necessary steps to minimize the negative impact on the environment and shall take necessary precautionary measures while collection, transportation and disposal of garbage and shall provide safety gloves to its employees as per all applicable law from time to time.

e. QUALITY CONTROL & PERFORMANCE MANANGEMENT

▪ **Workforce Prerequisite**

The successful Bidder shall employ and depute the employees who possess the minimum qualification, experience and skillset given below for the performance of the Maintenance Service within an age group of 18 to 50 yrs.

Category	Competency	Criteria
Facility Officer	Age	24 years & above
	Minimum Educational Qualification	Graduate / DHM / BHM

Category	Competency	Criteria
	Experience	5 - 6 yrs. as a Housekeeping Supervisor or 1 - 2years as a Housekeeping Executive
	Language	Gujarati, Hindi & English - Proficient
	Skillset	Basic administrative skill, thorough knowledge on Housekeeping Standards & Procedures, Waste Segregation & Management, Cleaning Machinery Operations, & Warehouse Management
Supervisor	Age	21 years & above
	Minimum Educational Qualification	12th Standard / Graduate
	Experience	2 - 4 yrs. in Housekeeping
	Language	Gujarati, Hindi & English – Proficient
	Skillset	thorough knowledge on Housekeeping Standards & Procedures, Waste Segregation & Management & Cleaning Machinery Operations
Store Associate	Age	18 years & above
	Minimum Educational Qualification	12th Standard / Graduate
	Experience	Preferably 1 - 2years as a storekeeper
	Language	Gujarati/ Hindi /English
	Skillset	Thorough knowledge Warehouse Management (Issue, Receipt of Materials, Store Set-up, Updating Stock Registers, Preparation of Consumption Reports, Inventories etc.)
Spl. Task Force / Machine Operator	Age	18 years & above
	Minimum Educational Qualification	10 th pass
	Experience	1 - 2years in Housekeeping
	Language	Gujarati/ Hindi /English
	Skillset	thorough knowledge on Housekeeping Standards & Procedures, Operation of all types of Cleaning Machineries & Access Equipment
	Age	18 years & above

Category	Competency	Criteria
Male & Female Cleaners	Minimum Educational Qualification	Any
	Experience	Trained
	Language	Gujarati/ Hindi /English
	Skillset	Basic knowledge on Housekeeping Standards & Procedures & Cleaning Machinery Operations

▪ **Uniforms**

The successful Bidder, in consultation with DICDL shall finalize the uniforms. The successful Bidder shall provide 03sets of approved uniforms yearly to all its employees and shall ensure that its employees are wearing neat and clean uniform while on duty. Additionally the successful Bidder shall provide safety gadgets like Reflector Jacket, gum boot, rain coat, hats etc. to staffs based on their location and condition of work.

▪ **Training - Task Performance Skills**

- i. The successful Bidder shall be responsible for carrying out and providing periodic and daily skills training to perform daily tasks. No staff shall be allowed to perform any task unless they are completely trained and competent enough to perform the assigned task.
- ii. In addition to initial training as mentioned above, the successful Bidder shall be responsible to provide refresher training to its employees at minimum 1day per quarter to each employee and the successful Bidder shall submit the proof for the same.
- iii. The successful Bidder shall provide below mentioned trainings at the time of induction of each employee and all awareness trainings and all expenses shall be borne by the successful Bidder. Apart from below list, the training Modules for specific topic(s) that required for this Service shall be provided by client. The successful Bidder shall be responsible for training those topics to all its employees without any additional cost to client.

S. No	Training topic
1	Personal Grooming & Hygiene / Usage of PPE / Behavioral Training
2	Usage of Cleaning Agents and Dilution ratios
3	Housekeeping Procedures – SOPs & Manuals (Various Restroom Cleanings and its timings, Floor & Fixtures Cleaning, Cross Contamination & Colour Codes, Deep Cleaning etc.)
4	Machinery Usage, Cleaning of tools & Equipment
5	On Job Training
6	Lost & Found Procedure
7	Awareness on Integrated Management Services (QMS, EMS, OHSAS, BCM, EnMS)
8	Waste Management & Disposal (Collection, Segregation, Transportation, Disposal etc.)

▪ **Supervision**

All the functions as mentioned in the scope shall be performed on 24 hours x 365 days basis and shall be properly supervised by qualified and experienced supervisors of the successful Bidder to ensure smooth, expeditious and complaint-free Maintenance Services.

▪ **Task Completion Reporting**

The successful Bidder shall submit task completion reports based on set cleaning schedules by the client. All tasks to be completed by the Successful Bidder within the scheduled shift (morning, afternoon or night as applicable) and any carry forward of tasks should be approved by the client and same to be completed in specified time.

▪ **Removal of Workmen**

The successful bidder finds that any of its employee deployed by bidder at client site is not competent to perform or discharge the assigned job, it agrees to remove such employee immediately and agrees to replace with better skilled employee immediately. Further, the successful Bidder agrees to replace employee who is involve in any misconducts or violated the security norms.

f. PERFORMANCE MANAGEMENT

▪ **Complain management**

The successful Bidder shall attend to any complaints received in connection with the Maintenance Services immediately. Any failure will attract penalty.

Assessment	Response Timeline
Complaint related to spills & breakages	Not more than 15 minutes turnaround time
Replenishment of Restroom Toiletries	Not more than 15 minutes turnaround time
Complaint related to Dust Control, lower level glass cleaning	Not more than 25 minutes turnaround time
Office Cleaning Request	Not more than 35 minutes turnaround time

▪ **Customer Feedback & Corrective Action**

Client can implements various tools for obtaining feedback from passengers/users. Based on the Customer feedback (complaints or requests), the successful Bidder shall be expected to resolve the same immediately up to the set standards. The successful Bidder shall be required to put into place a Corrective action plan on the basis of customer feedback report and ensure that similar complaints do not recur in future.

The successful Bidder shall be required to ensure the effectiveness of corrective action and any additional changes required to be incorporated in the system shall be done by the successful Bidder. For each negative feedback received towards the Maintenance Services shall attract penalty.

- **Helpdesk for Performance Monitoring**

Client implements Helpdesk for monitoring complaints related to various services. The Maximum acceptable number of complaints for the Maintenance Services is 90 per month.

- **Replenishment of Consumables & Supplies**

In the event of non-availability of supplies / consumables in restrooms, Successful Bidder shall ensure the replacement of supplies within 15mins and provide justification for failure.

- **Operation & Maintenance of Cleaning Machinery, equipment**

In the event of any cleaning machine or equipment does not function to its desired output or it become unserviceable due to mishandle/misuse by employees, the successful Bidder shall rectify the machine / equipment within the specified timeline.

- **Waste Collection & Transportation:**

The successful Bidder shall empty waste bins and ensure the litter level is kept less than 75% of the bin. The successful Bidder shall be responsible for collection of waste from restrooms to the Primary Collection Point. No waste bin shall be left unattended till it 100% full or overfull.

- **Quality Management Summary**

The successful Bidder shall ensure quality work in a planned and time bound manner. Any substandard material and / or work beyond set out tolerance limits shall be summarily rejected by the client.

If the Maintenance Services rendered by the Successful Bidder are not up to the standard as detailed under scope of work, the same shall be brought to the notice of the firm with a view to improve the same in a stipulated period. Alternatively client shall take necessary action as per the provisions of contract.

Client reserves the right to immediately step in and carryout a part or whole of the work entrusted under this contract in case of any default or unsatisfactory performance by the Successful Bidder without resorting to the formalities of issuing notices, etc. for rescinding the contract and the Successful Bidder would have no claim for compensation in such cases

g. SERVICE QUALITY AUDITS:

- **External Audits on Building Service Quality (BSQ):**

Contractor to engage external agency to audit and assess the building service quality (BSQ) and in these audits the Successful Bidder shall be responsible for key performance indicators (KPI) related to this Service and ensure to achieve the target service quality levels as mention in RFP. The cost of external audits shall be borne by the Contractor.

- **Internal Audits on Service Quality Evaluation (IQA):**

Periodic audits will be carried out by client or quality audit companies employed by client. The results of the client satisfaction survey also will be an input for final quality evaluation.

All observations will be quantified and notified to the successful bidder for corrective actions. The successful Bidder shall take timely corrective actions to ensure all observations are resolved within the stipulated time frame. The following are the areas where the audit will be carried out.

Quality of Work,

1. Cleaning & Housekeeping

2. Machine Operation
3. Supervision
4. Quality of Employee/staff of the Successful Bidder,
5. Skill/Knowledge on work
6. Uniform and Appearance
7. Personal Hygiene
8. Awareness on Security Requirements
9. Behaviour with Client
10. Compliance to Work Schedules
11. Compliance to Work Procedures
12. Regular Attendance of Workers
13. Submission of MIS Report on time
14. Attendance Report for Shift
15. Assignment Report for Shift
16. Work Completion Report for Shift

The successful Bidder shall be responsible to achieve the target service levels.

h. SERVICE LEVEL INDEX

- **Target Service Quality Level**

Key Performance Indicator (KPI)	Minimum Service Level	Target Service Level	Maximum Service Level	Specification
Overall Score related to the scope of Maintenance Service	4.65 out of 5	4.75 out of 5	5 out of 5	Up to completion of enhancement works
Overall Score related to the scope of Maintenance Service	4.7 out of 5	4.8 out of 5	5 out of 5	Post Enhancement

- **Forfeitures for not achieving Target Service Quality Levels:**

1. Every 0.01 or part thereof reduction from each target service level as mentioned in above (1.9.1) respectively will attract a penalty of 0.1% of the monthly quoted amount or ₹ 5,000/- whichever is higher.
2. Every 0.01 or part thereof reduction from each minimum service level as mentioned above(1.9.1) respectively will attract penalty of 0.2% of the monthly quoted amount or ₹ 10,000/- whichever is higher. This is subjected to a maximum value of 10% of the monthly gross bill value.

- **Performance linked Incentives for exceeding Target Service Quality Levels:**

1. Client may, in its absolute discretion, pay the successful Bidder a performance Incentive calculated in accordance with below conditions:
2. for every 0.01 exceed from each targeted serviceability level as mentioned in Para above(1.9.1) respectively, ₹ 5,000/- will be paid as incentive to the successful Bidder.
3. for every 0.01 exceed from each maximum serviceability level as mentioned in Para above(1.9.1) respectively, ₹ 10,000/- will be paid as incentive to the successful Bidder.

i. PENALTIES

The following penalties / cost compensation will be imposed on the successful bidder for unsatisfactory performance or poor Maintenance Services to the prefixed service level indices.

▪ **For negative client/user feedback**

10 penalty points for each negative feedback received towards the Maintenance Services scope.

▪ **For Complaint/Ticket Raised at Helpdesk:**

The Maximum acceptable number of complaints for the Maintenance Services is 90 no. For each complaint thereafter exceeding the target quantity shall attract 10 penalty points.

▪ **Timeline for Resolving Complaints:**

Timeline for Resolving complaint is setout in RFP. Failing which shall attract 5 penalty points per occurrence.

▪ **For absenteeism, uniform & behaviour of employees:**

The successful Bidder shall be responsible for deploying the required staff, employees etc. for the due performance of the scope of services and in case any of the employees are absent on a particular day/shift, the Successful Bidder shall immediately deploy equally qualified or trained or better trained employee/staff and if the Successful Bidder fails to comply with this clause Client shall have the right to impose penalty as mentioned below.

Standards	Measures	Penalty Points
Workforce Quantity	Short deployment from the agreed number of workforces for deployment >95% Short deployment from the agreed number of workforces for deployment <95%	5points per man-day 10point per man-day
Staff missing form work area	Each time staff missing from assigned area without any justification	5 points per staff
Uniform	Each time staff on duty found not in full or proper uniform.	5 points per staff
Skillset	Deployment of each unskilled workforce.	5 points
Incident	Each incident engaging inappropriate behavior of contract staff like gossiping in a group, using employs belonging, misusing client properties, consuming alcohol etc.	10 points
Security violation	Each time staff committing security violation like theft, manhandling etc.	25 points

▪ **For not complying with Task Completion Report:**

1. In the event of successful Bidder fails to complete schedule tasks approved by client shall attract 10 penalty points.

2. This penalty may be ineffective for respective event, if successful Bidder provides proper justification for noncompliance that out of it's reach.
3. The Successful Bidder shall submit MIS reports on daily, weekly, monthly basis to CLIENT on Workforce Deployment, Scheduled Task Completion etc. Failing which shall attract penalty (Daily – 5, Weekly – 10, Monthly – 25) points.

▪ **For not following Colour Code Cleaning System:**

Client set Colour Code cleaning standard specifications to avoid cross contamination due to improper cleaning methods. In the event of contractor staff not following the colour codes while cleaning shall attract 5 penalty points for each occurrence.

▪ **For not complying with Waste Collection & Transportation procedure:**

In the event of any waste bin found overfull / trash present outside the bin 5 penalty points will be applicable for each occurrence.

▪ **For unavailability of Consumables & Supplies in Restrooms:**

In the event of non-availability of supplies / consumables in restrooms, Successful Bidder shall ensure the replacement of supplies within 15mins and provide justification for failure. Failure of each occurrence due to contract staff's negligence shall attract 5 penalty point.

▪ **For unavailability of Cleaning Machinery & Equipment for the Service:**

The successful Bidder shall ensure all cleaning machine and equipment are made serviceable at all time. If any machine or equipment does not function to its desired output, the successful Bidder shall rectify the machine/equipment within the specified timeline. Each time the successful Bidder fails to repair defective machine/equipment in stipulated time shall attract 5 penalty points per day.

▪ **For usage/supply of substandard materials:**

The successful Bidder shall submit the list of cleaning materials like chemicals, tools, consumables, garbage bin liners, restroom toiletries etc. with the technical specifications and committed quality levels. In case the successful Bidder or its representatives are found using substandard materials like... torn/wornout materials, materials not meeting committed quality levels etc. shall attract 10 penalty point per occurrence.

In the event of client finds the successful Bidder or its representatives using substandard materials (as above), the successful Bidder shall replace those materials within a period of 24hours. Failing which shall attract 25 penalty points per day.

Penalty Amount shall be computed as mention in table below

S. No.	Penalty Points	Penalty
1	1-50	0.25% of monthly quoted amount
2	51-150	0.50% of monthly quoted amount
3	>150	1% of monthly quoted amount

Note: If Penalty point increase to more than 250 point then for each 100 points additional penalty of 0.50% of monthly quoted amount will be applied.

j. SAFETY GUIDE LINES:

The successful Bidder shall follow and comply with the safety code/guide line as mentioned below and comply with any additional or more safety code (if any) applicable law prescribes or requires. Safety

is an individual commitment to incorporate safe work practices into every area of job operations. Hence, the successful Bidder shall ensure sufficient training is provided to each workforce before assigning any job at site. Below are the safety guidelines that needs

▪ **Personal Protective Equipment (PPE)**

1. All necessary personal safety equipment as considered adequate by client shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the successful Bidder shall take adequate steps to ensure proper use of equipment by those concerned.
2. Identify and provide appropriate PPEs like hand gloves, mask, safety goggles, safety harness, gum boots, anti-skid shoes, rain coat, hat, cap, reflective jacket etc. that offers adequate protection to the worker, co-workers, and occasional visitors for the Maintenance Services without incurring unnecessary inconvenience to the individual.
3. Proper maintenance of PPE, including clean when dirty and replace when damaged or worn out.
4. Proper use of PPE should be part of the recurrent training programs for employees.

▪ **Caution Sign Boards**

1. Place sign board “Wet Floor” whenever floors are wet due to housekeeping activities, spills, rain or otherwise to caution passengers, users until the area is dry.
2. Place sign board “Work in Progress” or “Cleaning in Progress” before starting any major cleaning works, schedule works in places that exposure to passenger and public.
3. Place floor mats at the entrances to buildings or rooms to collect tracked-in rain, dirt etc.
4. Barricade the area in the event of any spills, leaks, rain, major activities etc. which could not be accomplished within a short period to avoid entry of others to affected location.

▪ **Chemical Handling:**

1. Read MSDS carefully to understand all instructions and also follow instructions on the label of the container while handling chemicals.
2. Do not mix different chemicals unless it's specified to do so.
3. Use appropriate PPEs while handling chemicals.
4. Do not smoke while handling chemicals, wash hands after each use.
5. Aerosol cans are fire hazards. Keep away from heat.
6. Do not pour chemicals in building floor drains.

▪ **Equipment and Machinery Handling:**

1. Do not use equipment that has worn or damaged cords, switches, plugs, etc., especially in wet locations. Always check these items regularly and take necessary steps to fix the damaged/broken plugs, switches, cords to avoid electric shock to workforce and others.
2. Always inspect tools and other equipment before use. Report defects to supervisor and other potential users. Do not use defective equipment or tools.
3. Avoid using or touching the power sockets, switches with wet hand to avoid electric shock hazards.
4. Don't leave running machinery unattended. Unplug and turn off electrical equipment when it's not in use.

5. Obey warning signs and tags. They are posted to point out hazards. Never remove or disable any safety device

▪ **Material Storing:**

1. Store materials in a planned and orderly manner that does not endanger employee safety.
2. Ensure stacks, tiers, and piles are stable and stacked to aid safe handling and loading.
3. Store hazardous materials in accordance with the individual requirements.
4. Keep storage areas free from accumulations of materials that could create a hazard from fire, explosion, or pest infestation.
5. Store all chemical products at eye level or below. If chemicals are splashed into the eye, immediately flood the eye with water for at least 15 minutes.
6. Do not place or store cleaning materials or scrap accumulations that obstruct doorways, electrical panels, fire extinguishers, or fire exits.
7. Liquids and chemicals must be stored in approved containers. Sharp or pointed objects should be stored to prevent persons from coming in contact with them.
8. Consider storage segregation precautions for all materials. Use MSDS to determine appropriate storage segregation. Identify and label segregated material containers.

▪ **Material Shifting:**

1. Employees shall not be put at risk of body strains unnecessarily. Supervisors shall assure that all jobs are undertaken in accordance to following guidelines:
2. Lifting equipment (pallet trolleys etc.) will be utilized whenever possible for moving heavy objects or repetitive lifting.
3. Adequate personnel will be assigned to the job dependent upon the weight and size of the material. Repetitive lifting from the floor and twisting will be designed out of the job as much as possible.
4. For moving jobs, the route for carrying material should be as short as possible- avoiding steps, slopes and slippery surfaces, if possible. Employees must be made aware of unavoidable tripping hazards.
5. Frequently used material and heavy-large material in storage rooms will be stored in a location that does not require reaching over something, standing on a ladder or stool to get to, bending to the floor, reaching under something, etc.
6. Loose objects must be contained while being moved.
7. Employees should always lift by bending their knees so that leg muscles are used.

▪ **Work at Height:**

1. Obtain permission from all client before starting any kind of high raise works and notify all concerned stake holders.
2. Suitable scaffolds/Standalone step Ladder/High Access Equipment shall be used for all works that cannot be safely done from the ground.
3. Cordon off the entire area covering parking of access equipment and the actual work area or position of working platform before starting any work to avoid entry of others.
4. Ensure to assign high raise works to workforces they are confident enough, certified to operate Access Equipment, machinery etc. and not scared of height to avoid fatal incidents.

5. When a ladder is used an extra laborer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds 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).

Use the handrails on steps and other elevated areas.

1. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings 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.
 2. Working Platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
 3. 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 9 meters in length, width between side rails in a rung ladder shall in no case, be less than 30 cm for ladders up to and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30cm.
 4. Adequate precautions shall be taken to prevent danger from electric equipment. No material on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
 5. The successful Bidder shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit action or other proceeding 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 costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Successful Bidder be paid to compromise any claim by any such person.
 6. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladders or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- **Use of Hoisting Machines:**
1. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
 2. These shall be of good mechanical constructions, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 3. 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.
 4. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine.
 5. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be

clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

6. In case of a departmental machine, safe working load shall be notified by CLIENT. As regards Successful Bidder's machines the /successful Bidder shall notify safe working load of each machine to CLIENT whenever he brings it to Site of work and get it verified by CLIENT.

▪ **Electricals:**

1. Do not use damaged cable for Power Extension box, use only PVC insulated Flexible cable
2. Use IP 67 Protection (Protection against Dust and water Splash) Power sockets where water leaning take place (Jet cleaning)
3. Do not keep Extension box at top of any Access equipment after completion of work
4. Do not tap off power from any of socket without plug top
5. Do not Use UPS Power Socket for Equipment charging or Cleaning. Use only designated charging points only
6. Any Loose connection or Short circuit observed in the plug socket, inform LSE Duty in charge immediately
7. Do not interchange/remove Plug socket/Plug top of Access equipment to Cleaning equipment.
8. Switch off the Machine/Access equipment totally after parking at designated location and Put for charging
9. Ensure all electrical equipment is disconnected before working on it.

▪ **Other General Guidelines:**

1. Conduct regular inspections of your work area including cleanliness of floors, correct storage of equipment, hoses, waste bins are routinely emptied to prevent buildup etc.
2. Clean up spills and leaks of any type quickly and properly to avoid slip hazards and pick up all objects that should not be on floor.
3. Use checklists to help you to systematically measure housekeeping.
4. The successful Bidder shall ensure that adequate first Aid tools required for the Maintenance Services is available at site. In case of major injury, casualties etc., the nearest hospital or clinic available at site can be contacted.
5. Do not lay extension cords and hoses across doorways or in passages to minimize tripping or obstructions to traffic.
6. Never do anything that is unsafe in order to get a job done.
7. Don't eat or drink inside the toilet or next to electrical panel/equipment.
8. Working under the influence of alcohol or illegal drugs or using them at work is prohibited.
9. Do not open file or desk drawers above or behind someone without cautioning them.
10. The successful Bidder shall comply with the requirements of the contract Engineers instruction when working on or near or where works may affect any sprinkler system.
11. The successful Bidder shall ensure that all site staff are adequately briefed and instructed on fire safety arrangements for the site, Building Evacuation Plan and Safe Assembling Areas before deployment.
12. Safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the successful Bidder.

13. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Successful Bidder shall be open to inspection by CLIENT or his representative and the Inspecting Officers as defined in the Successful Bidder's Labor Regulations.
14. Notwithstanding the above guidelines 1 to 10 the Successful Bidder is no exempted from the operation of any other Act or Rule in force.

▪ **Incident Reporting**

1. Report all job-related injuries, accidents, and illness and near miss situations to CLIENT as soon as possible.
2. Investigate all related incidents and take appropriate actions to prevent the reoccurrence of incident.
3. Do submit a detailed Incident Report in the format as specified by CLIENT on the day or shift when the incident, near miss occurs

▪ **Documentation to be Maintained / Work Done Records**

The selected bidder to maintain following general requirements and documentation for the work:

1. Organizational structure and line of authority
2. Housekeeping manual and all SOP (Standard Operating Procedures) (as applicable)
3. List of equipment to be used
4. Maintaining records / details of:
 - Complaint book
 - Duty roster/ deployment sheet of housekeeping staff
 - Inventory of stores
 - Accident/ Theft register
 - Logs and checklists

▪ **Different Type of Log Sheets & Check List (for Reference)**

Housekeeping: Daily Material Consumption Sheet																		
Month:-																		
Sr. No	Description	Opening Stock	Total Stock	1	2	3	4	5	6	29	30	31	Closing Stock	Consumption	Sup. Sign
1	Nylon Brush																	
2	Hand Gloves																	
3	WC Brush																	
4	Dust Pan																	
5	Mug																	
6	Hand Brush																	
7	Glass wiper																	
8	Scraper																	
9	Mop Trolley																	

10	Wet Mop																			
11	Buckets																			
12	Soft broom																			
13	Hard broom																			
14	Caddy																			
15	Spray Gun																			
16	Wiper																			
17	Toilet Cleaners																			
18	Toilet Pump																			
19	Dusters check																			
20	Scotch bright																			
21	Floor duster																			
22	Carpet brush																			
23	Road brush																			
24	Glass duster																			
Signature of Supervisor		Signature of Authorised Person																		

Note: Above list is tentative in nature, however bidder shall modify the list as per actual site condition

PEST CONTROL CHECK LIST									
S. NO.	AREA	Routine Inspection		Spray Floors /Corners for Mosquito	Fumigation	Fogging	Anti-Termite	Total Pest Control	
		Daily	Second Day	Weekly	15 th Day	Monthly	Monthly		
1									
2									
3									
4									
5									
Signature of Supervisor		Signature of Authorised Person							

TOILET Cleaning Log Sheet																	
AREA	Male Toilet / Female Toilet																
Sr. No	Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Upt30 days
1	urinals																
2	Wash basins																
3	water -closets																
4	Orissa pan																

5	Bottle traps																
6	Pillar Cocks																
7	Flush Valves																
8	Health faucet																
9	W/C Cover																
10	Gully Trap																
11	Chambers																

Note: Above list is tentative in nature, however bidder shall modify the list as per actual site condition

Section 4. Tender Drawings

Section 5. Copy of Letter of Award and Acceptance

Section 6. Response to Queries, Addendum and Correspondences