

TENDER DOCUMENT & CONDITIONS

RENOVATION OF CONSTRUCTION WORK EXISTING AREA AND PROPOSED SPACE -IV (Third Floor) AT STATE
IT CENTER BUILDING, 47 -A, ARERA HILLS, BHOPAL (M. P.)

Tender No. – MPSEDC /CONS /2016 /316

(Scanned copy of all pages of these documents is to be submitted on line)

Issued by:

The Chief General Manager
M. P. State Electronics Development Corporation Limited State IT
Center, 47-A, Arera Hills, Bhopal.

Architect Consultants:

M/s Kushwah & Kushwah
B-293, Shahpura
Bhopal

TECHNICAL BID

NOTICE INVITING TENDER

The Chief General Manager, MPSEDC Limited Bhopal invites sealed tender from the contractors for RENOVATION OF CONSTRUCTION WORK EXISTING AREA AND PROPOSED SPACE -IV (Third Floor) AT STATE IT CENTER BUILDING, 47 -A, ARERA HILLS, BHOPAL (M. P.)

- 1 Name of work : RENOVATION OF CONSTRUCTION WORK EXISTING AREA AND PROPOSED SPACE -IV (Third Floor) AT STATE IT CENTER BUILDING, 47 -A, ARERA HILLS, BHOPAL (M. P.)
- 2 Time allowed for completion : 4 Months
- 3 Earnest Money Deposit. : Rs.2,00,000/-(Rs. Two lakh only))
- 4 Last date & time of receipt of Tender : 04th May, 2016 up to 03.00 PM.
- 5 Address at which the tenders are to be submitted : Office of the Chief General Manager, MPSEDC Ltd., State IT Center, 47-A, Area Hills, Bhopal.
- 6 Date & time of opening Tender : 04th May,, 2016 up to 04.00 PM.
- 7 Place of opening Tender : Office of the Chief General Manager, MPSEDC Ltd. State IT Center, 47-A, Area Hills, Bhopal.
- 8 Defect Liability period : 12 months
- 9 Validity of offer : 120 Days from the date of Opening of Tender.
- 10 Liquidated Damages : 0.5 % per week subject to maximum Of 10% the contract value. (Clause 66.00)

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

MPSEDC Ltd has the right to accept / reject any / all tenders without assigning any reasons.

Note: Tender document can be viewed / download from the website www.mpeproc.gov.in, www.mpsedc.com, <http://mapit.gov.in/> and <http://dit.mp.gov.in>. **The bidder has to submit document fee, processing fee on line and EMD amount offline through demand draft.**

* All further notifications / amendments shall be posted on [ww.mpeproc.gov.in](http://www.mpeproc.gov.in) only.

For and on behalf of MPSEDC Ltd, Bhopal.

Eligibility Criteria shall be as follows

1) Interested bidder(s) must have successfully completed at least **one similar work** of value not less than Rs.120.00 Lacs (Rs One crore twenty lacs) for State / Central Govt., PSUs/ Corporation or any other reputed institution in the last three year.

OR

Must have successfully completed **two similar works** of value not less than Rs. 75.00 Lacs (Rs Seventy Five lacs only) each, for State/ Central Govt., PSUs/ Corporation or any other reputed institution in the last three year.

Bidders must submit the proof of experience by providing the attested copies of work Order/Agreement and work completion certificate showing the executed value of the job.

2) Interested bidder(s) should have an average Annual Turnover (Turnover figure related to the Interior & construction works shall be considered) of Rs. 100.00 Lacs (Minimum) for the last three financial years. As a proof of Average Annual Turnover, certified copies of the Income Tax return, Audited balance sheet (head wise) and profit and loss accounts is to be submitted.

3) Should be registered in P.F, E.S.I.C and Service Tax.

LETTER OF SUBMISSION OF TENDER

Ref. MPSEDC/CONS/2015-16

Date

To,

The Chief General Manager
M.P. State Electronics Development Corporation Limited,
47-A, State IT Center, Arera Hills, Bhopal.

Sub: RENOVATION OF CONSTRUCTION WORK EXISTING AREA AND PROPOSED SPACE -IV (Third Floor) AT STATE IT CENTER BUILDING, 47 -A, ARERA HILLS, BHOPAL (M. P.)

Dear Sir,

Having examined the tender document relating to the works comprising of the Tender notice General and Special Conditions of Contract, Specifications, Schedule of Quantities etc. having understood the provisions and requirement relating to RENOVATION OF CONSTRUCTION WORK EXISTING AREA AND PROPOSED SPACE -IV (Third Floor) AT STATE IT CENTER BUILDING, 47 -A, ARERA HILLS, BHOPAL (M. P.) having conducted thorough study of the premises, availability of Water & Power supplies, Transportation and communication facilities availability and accessibility of material and all other factor governing this work, we here by submit our offer for the execution of the proposed work in accordance with the terms and Condition and within the time period specified in the tender document at the rate (all inclusive) quoted by me /us in the accompanying Schedule of quantities.

I / We undertake to do all extra works which may be assigned to us as a part of this contract to complete the activity at the item and rate quoted in the tender document. We abide with this tender for the period of 120 days from opening of the financial bid and it shall remain binding on us. We understand that the Employer is not bound to accept the lowest or any tender and may reject any or all tenders or divide the work to more than one contractor without assigning any reason or explanation what so ever it may be.

If after the tender document is accepted, and I /We fail to commence the execution of the work within 15 days, we agree that the Employer shall have full authority to forfeit our Earnest Money Deposit and award the contract to any other contractor they deem fit and we will not have any Claim what so ever it may be on this account.

This is signed in capacity of duly authorized to sign tender for and on behalf of -----.

SEAL & SIGNATURE OF THE CONTRACTOR

PROJECT INFORMATION

1. OWNER : MPSEDC Ltd. State IT Center Bhopal.
2. PROJECT TITLE : RENOVATION OF CONSTRUCTION WORK EXISTING AREA AND PROPOSED SPACE -IV (Third Floor) AT STATE IT CENTER BUILDING, 47 -A, ARERA HILLS, BHOPAL (M. P.)
3. PROJECT LOCATION : MPSEDC, State IT Center, 47-A, Arera Hills, Bhopal.
4. PROJECT ARCHITECT : Kushwah & Kushwah Architecture planning & interior design, B-293, Shahpura, Opposite MPSEB office, Bhopal -462023. mail@kushwahandkushwah.com.
5. NEAREST RAILWAY STATION : Habibganj, Bhopal
6. NEAREST AIRPORT : Raja Bhoj Airport, Bhopal
7. MPSEDC Ltd : State IT center, 47-A, Arera Hills, Bhopal 462011.

Details of the Contractor / Firm

(To be filled in by the Contractor, incomplete forms are liable to be rejected)

1. Date of submission of EMD online & Amount in Rs. :
2. Name of the Contractor / Firm :
3. Registered /Permanent Address of the Firm :
4. Whether the firm is proprietary/ Partnership/ Private Ltd
Public Ltd. or any other (Please specify) :
5. Year of establishment :
6. Firm/Company's establishment/ registration No. :
7. Name of the Contact Person :
8. Address for communication :
9. Telephone No. :
10. Fax No. :
11. Mobile No. :
12. E-mail address :
13. Whether any office at Bhopal (Give details) :
14. Service Tax registration No. :
15. Sale Tax / VAT registration No. :
16. PF registration No. :

This is to certify that the above information is true and correct to the best of our knowledge and belief. We also understand that incomplete form and/ or details / information not supported with the certified copies of relevant documents are liable to be rejected.

Place -

Date -

Seal, Signature, Name & Designation
Of the bidder.

BID OPENING AND EVALUATION OF BIDS

Opening of Bids

Since it is a two envelope bid system, Technical bid will be opened first by the Committee constituted for this purpose. If the technical bid specifications offered, EMD and deviations asked (if any) are found in order, the Committee will open commercial bid only for the eligible bidders.

In case, the commercial bid is not opened on the same or next day of opening of technical bid the Committee may decide to open the commercial bid on subsequent dates. In such case the date, time and place of opening of commercial bid will be intimated to the bidders or their representatives.

Preliminary Examination

Before starting evaluation, the bids will be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In case of computational error the basic price will prevail. If bid is determined as not substantially responsive, the competent authority will reject it and only the substantially responsive commercial bids will be considered.

The process of evaluation of bid is as follows:

(i) The Committee, appointed by the MPSEDC LTD., will first verify that the Bid Security is in order and as per requirement of the bid. The Committee will examine the bid on Eligibility Criteria as specified. The scrutiny of technical proposals will be based on the Evaluation Criteria determined.

(ii) The commercial bid will be opened only for the proposals, which are found eligible and technically acceptable by the Committee and approved. On the day specified for the opening of bid, the Committee, appointed by the MPSEDC LTD., will open the commercial bids of eligible bidders and scrutinize the same minutely.

(iii) After scrutiny, the MPSEDC LTD. after having examined the proposal may accept the bid price of found suitable or reject all or any proposal. The decision of the MPSEDC LTD. in this regard shall be final and binding.

(iv) The quantity mentioned in the tender document is as per our estimate. However, the department reserves the right to place order for the less or higher quantity or drop the items or segregate delivery schedule depending on the actual requirement.

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of MPSEDC Ltd and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the MPSEDC Ltd and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them.

1.2 Madhya Pradesh State Electronics Development Corporation Limited hereinafter called "MPSEDC Ltd proposes to get the works executed as mentioned in the Contract.

1.3 The work will be executed as per drawings "GOOD FOR CONSTRUCTION" to be released by MPSEDC Ltd / PMC unless otherwise specified elsewhere in the tender.

1.4 OTHER DEFINITIONS

- a) **PROJECT MANAGEMENT CONSULTANT (PMC)** means a firm(s) /person(s) who have been appointed by MPSEDC Ltd for Architectural services and Project Management Consultancy for this Project.
- b) **ENGINEER-IN-CHARGE** means the Engineer of PMC authorized by MPSEDC Ltd who shall supervise and be in-charge of the work.

- c) **WORKS OR WORK** The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- d) **CONTRACTOR** The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- e) **DRAWINGS mean** the drawings referred to in the Bill of Quantities, specifications and any modifications of such drawings or such other drawings as may from time to time be furnished by PMC after getting approval of MPSEDC Ltd/ Proof Consultant.
- f) **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 MPSEDC Ltd or used for the purpose of the agreement.
- g) **APPROVAL** means approved in writing including subsequent written confirmation of previous verbal approval.
- h) **WRITING** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- i) **MONTH** means English Calendar month 'Day' means a Calendar day of 24 hrs each.
- j) **CONTRACT VALUE** means the sum for which the tender is accepted as per the Letter of Acceptance.
- k) **LANGUAGE.** All documents and correspondence in respect of this contract shall be in English Language.
- l) **BILL OF QUANTITIES or SCHEDULE OF QUANTITIES** means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- m) **OWNER/CLIENT** means the Madhya Pradesh State Electronics Development Corporation Limited (MPSEDC Ltd) (Govt. of M.P. Undertaking).
- n) **TENDER /BID** means the Contractor's priced offer to MPSEDC Ltd for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance or Award letter. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "offer Documents".
- o) The headings in the clauses/conditions of tender documents are for convenience only and shall not be used for interpretation of the clause/ condition.
- p) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- q) **LETTER OF ACCEPTANCE** means the letter of formal acceptance signed by the MPSEDC Ltd.
- r) **SPECIFICATIONS** mean the document entitled specifications, as included in the contract, and any additions and modifications to the specification in accordance with the contract. Such document specifies the works.
- s) **CONTRACTORS REPRESENTATIVE** means the person named by the contractor in the contract or appointed from time to time by the contractor who acts on behalf of the contractor.

- t) **SUB CONTRACTOR** means any person named in the contract as sub-contractor or any person appointed as a sub-contractor, for a part of the works: and the legal successors in title to each of this persons.
- u) **TEST ON COMPLETION** means the tests which are specified in the contract or agreed by both parties or instructed and which are carried out before the works or a section (as may case may be) are taken over by the MPSEDC Ltd
- v) **TAKING OVER CERTIFICATE** means a certificate issued by MPSEDC Ltd when the works shall be taken over by MPSEDC Ltd which has been completed in accordance with the contract.
- w) **TEST AFTER COMPLETION** means the tests (if any) which are specified in the contract and which are carried out in accordance with the specifications after the works or a section are taken over by MPSEDC Ltd.
- x) **PERFORMANCE CERTIFICATE** means the certificate issued the MPSEDC Ltd stating the date on which the contractor completed his obligations under the contract. MPSEDC Ltd shall issue the performance certificate within 28 days after the expiry of defect notification period.
- y) **CONTRACT PRICE:** means the price agreed in between MPSEDC Ltd and Contractor and be subject to adjustments in accordance with the contract.
- z) **FINAL PAYMENT CERTIFICATE** means the payment certificate issued under Sub Clause of SCC.
- ab) **INTERIM PAYMENT CERTIFICATE** means a payment certificate issued under sub clause of SCC other than the Final Payment Certificate.
- ac) **RETENTION MONEY** means the accumulated retention moneys which MPSEDC Ltd retains under Clause 10 of GCC.
- ad) **CONTRACTOR'S EQUIPMENTS** means all apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, it excludes Temporary works, MPSEDC Ltd 's equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- ae) **GOODS** means Contractor's Equipment, materials, plant and temporary works, or any of them as appropriate.
- af) **MATERIALS** means things of all kinds (other than Plant) intended to form or forming part of the Permanent works, including the supply - only materials (if any) to be supplied by the Contractor under the Contract.
- ag) **PERMANENT WOKS** means the permanent works to be executed by the Contractor under the Contract.
- af) **PLANT** means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operating of the Works.
- ah) **TEMPORARY WORKS** means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- ai) **TEMPORARY WORKS** means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- aj) **PERFORMANCE SECURITY** means the security (or securities, if any).
- ak) **VARIATION** means any change to the works, which is instructed or approved as a variation under Clause 69.

2.1 ACCESS BY ROAD

Contractor, if necessary, shall build temporary access, roads to the actual site of Construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motor able condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of MPSEDC Ltd or any other agencies/contractors who may be engaged on the Project site, free of cost. Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

2.2 HANDING OVER & CLEARING OF SITE

2.2.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing/ sequencing of the work. The contractor is required to arrange the resources to complete the entire Project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.

2.2.2 The efforts will be made by the MPSEDC Ltd to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the MPSEDC Ltd shall only consider suitable extension of time for the execution of the work.

2.2.3 It should be clearly understood that the MPSEDC Ltd shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labor, equipment etc. The Contractor shall be responsible for removal of all over-ground and under-ground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rates of Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in this regard. Old structures on the proposed site, if required, shall be demolished by the contractor properly. The useful material obtained from demolition of structures & services shall be the property of the owner/ MPSEDC Ltd and these materials shall be stacked in workmanship like at the place specified by the MPSEDC Ltd.

2.2.4 If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/realignment of existing utility services, drains, nallahs etc. at his own cost as per direction of MPSEDC Ltd and the contractor shall not be entitled for any extra payment whatsoever in this regard.

2.2.5 Necessary arrangement including its maintenance is to be made by the contractor for Temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed Project. The existing Road and Drain which are not in the alignment of the said Project but are affected and/or need to be demolished during execution for smooth progress of the Project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own. The cost to be incurred by contractor in these regards shall be deemed to be included in the quoted rates of the Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in these regards.

2.2.6 The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the Project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.

2.2.7 The information about the public utilities (whether over ground or underground) like electrical/

telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility owners.

- 2.2.8 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. MPSEDC Ltd shall only assist the contractor for liaison in obtaining the approval from the concerned authorities.
- 2.2.9 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same. Shifting/ re-alignment of public utilities should be done without disturbing the existing one. New service lines should be laid and connected before dismantling the existing one.
- 2.2.10 Shifting/ re-alignment of existing public utilities shall be done by the contractor as per technical requirement of respective bodies or as per direction of MPSEDC Ltd. Shifting/ re- alignment of public utilities include all materials, labors, tools and plants and any other expenses whatsoever for the same. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment, whatsoever, in this regard. In case any of these services are shifted by the State Govt. / local authorities themselves for which deposit as per their estimates is to be made to them, the contractor shall deposit the same and the contractor shall be paid only at the rates quoted by them in BOQ for quantity specified in the BOQ, if such items are included in the BOQ irrespective of amount paid by him to the State Govt. / local authorities for execution of these works. In case such provision is not made in the BOQ or the quantity exceeds those specified in the BOQ, the same is deemed to be included in the rates quoted by him for other items in BOQ and nothing extra shall be payable to contractor on this account.

3.0 SCOPE OF WORK

The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the drawings to be released as "**GOOD FOR CONSTRUCTION**" from time to time by the MPSEDC Ltd and according to any additions modifications/alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.

The quantities of various items as entered in the "**BILLOFQUANTITIES**" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause No.69 of contract.

4.0 Running Account Payments to be regarded as advances

- i) All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or not shall it, conclude, determine or effect. In any way the power of the Owner under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vary or affect the contract. The contractor should submit the final bill along with final consolidated measurement within one month from the date of physical completion of the work.
- ii) Payment against material supply: Advance payment can be released against material supply at site, at the discretions of the Owner. The payment shall be treated as running account payment against part completion of work. The amount of advance paid against supply of material shall be limited to 70% of the cost of material. The contractor will have to submit copies of challan & bills of the material against which advance is desired. The advance payment against material supply shall be limited to high value items only.
- iii) Payment of Contractors Bills:
The payment due to the Contractors shall be made only in Indian Currency by way of Crossed Account Payee Cheques and shall be subject to Income tax deduction at source at the rates prescribed by law. In no case, will the Owner be responsible if the cheque is mislaid or misappropriated by unauthorized person. In all cases, the contractor shall present his bill duly pre-receipt with proper revenue stamp. Wherever any claim for the payment against the Contractor arises as per the contract, the same may be deducted from the bill of the Contractor or from his security deposit. The Owner reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc the Owner further reserve the right to enforce recovery of over payment when detected. Similarly, if any underpayment is discovered, the amount shall be paid to the Contractor.

5.0 ABNORMALLY HIGH AND LOW RATED ITEMS

For item rate tenders if, the rates quoted by the lowest bidder for certain items of the Bill of Quantities of the Tender are found to be abnormally high or low in comparison to the Market Rate Analysis of the item done by Engineer -in-charge/ MPSEDC Ltd and/ or in comparison to MPSEDC Ltd" method of working out market rate justification for the items, the same shall be governed as under in order to avoid financial loss to MPSEDC Ltd in the event of default of contractor:

- i) For Abnormally High Rated items (AHR), the progressive payment shall be 80% (Eighty percent) of the payment due to the contractor against execution of the AHR item. The balance withholds 20% (twenty percent) payment shall be released after 75% of total value of the original contract is completed in financial terms. This 20% withhold payment can be released to contractor on submission of an unconditional Bank Guarantee of equivalent amount in the proforma of MPSEDC Ltd. This Bank Guarantee shall be valid till completion or extended completion period. The withhold amount/ Bank Guarantee shall be revoked in case of failure of contractor to execute some or all Abnormally Low Rated (ALR) items required for completion of work. Further the deviation limit for AHR items shall be nil on plus side and 100% on minus side. The provision of deviation limit of clause 63.1 (vi) shall not apply to AHR items. In case of deviation of quantities given in schedule of quantities for AHR items on plus side, the same shall be governed by clause 63.2. The decision of MPSEDC Ltd in this regard shall be final and binding on the Contractor.
- ii) For Abnormally Low Rated (ALR) items the contractor shall submit Bank Guarantee of difference in total of amount of ALR item(s) and the total amount of corresponding items at Market Rates of MPSEDC Ltd. This Bank Guarantee shall be valid till completion of Project. In exceptional circumstances, the amount of Bank Guarantees may be reduced or Bank Guarantee released earlier than completion period if, in view of MPSEDC Ltd, all ALR items as provided in the contract are executed as per terms of contract and/ or not required to be executed.
The decision of MPSEDC Ltd on identification / marking of AHR and ALR item is final and

binding on the Contractor. In case the contractor do not agree for furnishing of Bank Guarantee as above towards ALR items, at the time of award of works, the EMD/ Performance Guarantee of the contractor shall be forfeited and decision of MPSEDC Ltd in this regard shall be final & binding on the contractor.

6.0 SECURITY DEPOSIT / RETENTION MONEY

6.1 The security deposit or retention money shall be deducted from each running account bill of the contractor at 10 % (Ten percent only) of the gross value of the Running Account bill & addition to this 10% additional deducted from water proofing items.

The security deposit or retention money shall be refunded to the contractor after expiry of defects liability period (referred to in Clause No. 68) or on payment of the amount of the final bill whichever is later.

The amount of Security Deposit/Retention Money deduction in cash can be refunded to contractor against submission of Bank Guarantee of equivalent amount from a Nationalized Bank/Scheduled Bank in the prescribed Performa of MPSEDC Ltd.

7.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:

7.1 All expensed towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment clearing site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.

7.2 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

7.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modification desired by him from Engineer -in-charge before implementation. Also such revisions and/or modifications if accepted / approved by the Engineer -in-charge shall be carried at no extra cost to MPSEDC Ltd.

7.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.

7.5 It is mandatory for the contractor to provide safety equipment and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, ace masks, safety nets, belts, goggles etc. as per work requirements. Sufficient nos. of these equipment and gadgets shall also be provided to the Engineer -in-charge/ MPSEDC Ltd officials by the contractor at his own cost for use of the Engineer -in-charge/ MPSEDC Ltd Officials and/ or workforce while working/ supervision at site. No staff/ worker shall be allowed to enter the site without these equipment / gadgets.

The cost of the above equipments gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra cost in these regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipment/ Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge/ MPSEDC Ltd at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The decision of the Engineer-in-charge shall be final and binding on contractor in this regard.

7.6 All designs, drawings, bill of quantities, etc., except Bar Bending Schedule, Shop & Fabrication

drawings, for all works shall be supplied to the contractor for all buildings services and development works by the Engineer -in-charge after getting approval of MPSEDC Ltd in phased manner as the works progress. However it shall be the duty and responsibility of the contractor to bring to the notice of the Engineer -in- charge/ MPSEDC Ltd in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and / or approval of the Engineer-in-charge in writing for the same.

- 7.7 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.
- 7.8 All materials, construction plants and equipment etc. once brought by the contractor within the Project area, will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge. Similarly all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the MPSEDC Ltd
- 7.9 Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings free of cost, if required for any of the items of work. Five copies of these drawings each including for revision will be submitted to Engineer-in-charge for approval. Before executing the item, shop drawings should be approved by the MPSEDC Ltd.

8.0 INCOME TAX DEDUCTION

Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

9.0 TAXES AND DUTIES

- 9.1 The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax, including the service tax, purchase tax, consignment tax, work contract tax, or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, cess, levy and other taxes or duties which may be specified by local / state/ central government from time to time on all materials, articles which may be used for this work. The rates quoted by the contractor in the tender in bill of quantities shall be inclusive of all such taxes, duties etc. The imposition of any new and/ or increase in the aforesaid taxes, duties, levies (including fresh imposition of Work Contract Tax, Turnover Tax, Sales Tax on Work Contract or any other similar Tax) etc. during the currency of the contract shall be borne by contractor and shall not be paid or reimbursed to the contractor by MPSEDC Ltd. .In the event of non-payment/default in payment of any octroi, royalty, cess, turnover tax, sales tax, including the service tax, purchase tax, consignment tax, work contract tax or any other similar tax in the state concerned, customs, excise or any other levy/tax including labor dues etc. by contractor/ supplier, MPSEDC Ltd. reserves the right to with-hold the dues/ payments of contractor and make payment to local/state/ Central Government authorities or to laborers as may be applicable. The contractor should submit along with the tender Registration Certificates with Sales Tax on works contract authority etc. otherwise appropriate recovery shall be made from his bills.
- 9.2 The rate quoted by the contractor shall be deemed to be inclusive of service tax, Sales Tax, Turnover Tax on works contract or any similar tax as per the Act applicable in the State and it shall not be reimbursed by MPSEDC Ltd. Tax deductions at source shall be made as per laws prevalent in the State.
- 9.3 The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor.
- 9.4 It will be incumbent upon the Contractor to obtain a registration certificate as a evidence to this

effect shall be furnished by the Contractor to MPSEDC Ltd. Sales Tax on the transactions between the Contractor and his Sub-contractor/Vendors etc. shall not be reimbursed by MPSEDC Ltd. The Contractor shall be responsible for any taxes that may be levied hereunder on the transaction between Contractor and MPSEDC Ltd.

- 9.5 The bidder shall quote his rates inclusive of Service tax, Turnover Tax/ Sales Tax on Works Contract payable to State/Central Govt. along-with other taxes, duties, levies etc. in conjunction with other terms and conditions. In case, the Service tax, Turnover Tax/ Sales Tax on Works Contract on execution of works is waived off by the State/Central Govt. at later stage for this Project, the equivalent amount from the date of waiver of such tax (as per prevailing rate as on the date of waiver of Service tax, Turnover Tax/ Sales Tax on Works Contract) shall be deducted from the amount payable to the contractor from subsequent RA Bills.

9.6 **VALUE ADDED TAX (VAT)**

"The consideration agreed for the execution of said contract shall include the tax, duties, cess, etc. such as excise duty, VAT, which are applicable or may be levied in future under any State Law or the Central Law on execution of said contract, such taxes shall be borne by the contractor and shall not be reimbursed by MPSEDC Ltd. Further, if due to any variance in such tax, duties, cess etc. there is any increase in the taxes, the same shall also be borne by the contractor. Where under any of the State or the Central Law, there is requirement of deduction of tax at source, the same shall be deducted from the amount paid or payable to the contractor pursuant to this contract and shall be deposited to the Government authorities by MPSEDC Ltd. The MPSEDC Ltd shall issue the documents/forms/ certificate as prescribed under the relevant law, in respect of the amount so deducted from the amount paid or payable to the contractor. MPSEDC Ltd shall have full rights to withhold the amount payable to the contractor in pursuant to this contract, if contractor does not fulfill his obligation under any State or Central Law relating to execution of said contract, in case the amount has already been paid, MPSEDC Ltd has the right to recover such payments from the contractor.

10.0 **ROYALTY ON MATERIALS**

The contractor shall deposit royalty and obtain necessary permit for disposing of surplus excavated rocks and supply of bajri, stone, kankar, sand, bricks etc. from the local authorities and quoted rates shall be inclusive of royalty.

11.0 **RATES TO BE FIRM**

- 11.1 The rates quoted by the tendered shall be firm and fixed for the entire period of completion and till handing over of the work.
- 11.2 The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials constructional plant, temporary works, restrictions on the plying of heavy vehicles in the area supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.
- 11.3 The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labor, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/ overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, taxes, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.

- 11.4 Unless otherwise specified in the bill of quantities, the contractor has to make his own arrangement for dewatering/ bailing out of water, effluent including strutting, shoring etc at every stages of work wherever required including working under foul condition as per direction of MPSEDC Ltd at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard
- 11.5 If required to make work site suitable for execution, contractor shall have to clear jungle including of rank vegetation, grass, trees etc., clear & clean existing drains/ canals (including strutting, shoring and packing cavities) and dispose them out of the site up- to any lead and lift as per direction of Engineer-in-charge. The contractor should inspect the site of work from this point of view. Unless otherwise specified in the Bill of Quantities, the cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.
- 11.6 If any temporary/permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per direction of MPSEDC Ltd. If any damage caused to any temporary or permanent structure(s) in the vicinity is caused due to execution of the Project, the contractor has to make good the same by any means as per direction of Engineer - in - Charge. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

12.0 INSURANCE OF WORKS ETC.

Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with MPSEDC Ltd and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the MPSEDC Ltd and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage:

13.0 INSURANCE UNDER WORKMEN COMPENSATION ACT

- a. The work and the temporary works to the full value of such works.
- b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value. Whenever required by MPSEDC Ltd, the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premiums.

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by the MPSEDC Ltd the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

14.0 THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of the MPSEDC Ltd, arising out of the execution of the works or temporary works. Wherever required by the Engineer-in-charge/ MPSEDC Ltd the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

In case of failure of the contractor to obtain **contractors all risk policy**, insurance under workman compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor.

If the contractor could not effect a comprehensive insurance cover against risk which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done

after the MPSEDC Ltd's approval, by or through the subsidiary of the General Insurance Company.

15.0 INDEMNITY AGAINST PATENT RIGHTS

The contractor shall fully indemnify the MPSEDC Ltd from and against all claims and proceedings for or on account of any infringement of any patent rights, designs, trademark or name or other protected rights in respect of any construction plant, machine, work or materials used for in connection with the works or temporary works.

16.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the contract labour (R & A) Act 1970 and the contract labour Act (R&A) Central Rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period.

The contractor shall also abide by the provision of the child labour (Prohibition and Regulation) Act. 1986 and amended from time to time any failure to fulfill this requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work.

16.1 No labour below the age of 18 years shall be employed on the Work.

17.0 LABOUR SAFETY PROVISION

The contractor shall be fully responsible to observe the labour safety provisions.

18.0 OBSERVANCE OF LABOUR LAWS

18.1 The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified Engineer In-charge/ MPSEDC Ltd against effect or non-observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labour laws. If MPSEDC Ltd or the client/ owner is held liable as "Principal Employer" to pay contributions etc. under legislation of Govt. or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to MPSEDC Ltd and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

18.2 The Contractor shall submit proof of having valid EPF registration certificate. In absence of the said certificate payment to the extent of 4.80% (four point eight percent) of the value of the Running Account bill may be withheld by MPSEDC Ltd and shall be released only after the production of the EPF registration certificate from the concerned authorities. If it is incumbent upon MPSEDC Ltd to deposit withhold amount with EPF authorities, the withhold amount shall be deposited by MPSEDC Ltd with EPF authorities. In such a case MPSEDC Ltd shall not refund this withheld amount to the contractor even after the production of EPF registration certificate.

18.3 The contractor shall be liable to pay Cess levied under the Building and other Construction Workers Welfare Cess Act, 1996, at such rates as maybe notified by the Government from time to time. The MPSEDC Ltd shall deduct at source from every Running Account Bill of the Contractor, the said Cess, at such rates for the time being prevailing, which shall not exceed 2% (two percent) but not be less than 1% (one percent) of the cost of construction incurred by the MPSEDC Ltd

19.0 LAW GOVERNING THE CONTRACT

This contract shall be governed by the Indian Laws for the time being in force.

20.0 LAWS, BY LAWS RELATING TO THE WORK

The contractor shall strictly abide by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

21.0 EMPLOYMENT OF PERSONNEL

- 21.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other unwanted workman in any way are associated with the works.
- 21.2 The MPSEDC Ltd shall have full power and without giving any reason to the contractor, immediately to get removed any representative, agent, servant and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. The contractor shall not be allowed any compensation on this account.

22.0 TECHNICAL STAFF FOR WORK

- 22.1 The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose the numbers to be deployed, their qualification, experience, etc were already mentioned in the pre-qualification document. The decision of Engineer-in-charge/ MPSEDC Ltd in this regard shall be final and binding on contractor. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by the Engineer In-charge/ MPSEDC Ltd to take instructions.
- 22.2 Within 15 days of letter of Work Order, the contractor shall submit a site organizational chart and Resume including details of experience of the Senior Engineer (Project-in-Charge) and other staff proposed by him and shall depute them on the Project after getting approval from Engineer-in-Charge. If desired by the contractor at later date, the Project-in-Charge and other staff whose resume is approved by the MPSEDC Ltd can be replaced with prior written approval of the MPSEDC Ltd and replacement shall be with equivalent or superior candidate only. Decision of MPSEDC Ltd shall be final and binding on the contractor.

Even after approving the site organizational chart, the Engineer-in-Charge due to nature and exigency of work can direct the contractor to depute such additional staff as in view of Engineer-in-Charge is necessary and having qualification and experience as approved by the Engineer-in-Charge. The removal of such additional staff from the site shall only be with the prior written approval of MPSEDC Ltd. The contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the MPSEDC Ltd shall be final and binding on the contractor.

- 22.3 The decision of the MPSEDC Ltd as to number of Technical Staff to be adequate for the Project and the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

23.0 LAND FOR LABOUR HUTS/SITE OFFICE AND STORAGE ACCOMMODATION

- 23.1 The contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up of labour camp and same is deemed to be included in the rates quoted by the contractor for the works.

The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by contractor after completion of the work. The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

- 23.2 In the event the contractor has to shift his labour camp at any time during the execution of the work on the Instructions of local authorities or as per the requirement of the work progress or as may be required by the MPSEDC Ltd he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.

24.0 WATCHING AND LIGHTING

The contractor shall at his own cost take all precautions to ensure safety of life and property by

providing necessary barriers, lights, watchmen etc. during the progress of work as directed by MPSEDC Ltd.

25.0 HEALTH & SANITARY ARRANGEMENTS

In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by the statutory authorities from time to time for the protection of health and sanitary arrangement for workers.

26.0 WORKMEN'S COMPENSATION ACT

The contractor shall at all times indemnify MPSEDC Ltd and Owner against all claims for compensation under the provision of workmen's compensation Act or any other law in force, for any workmen employed by the contractor or his sub-contractor in carrying out the contract and against all costs and expenses incurred by the MPSEDC Ltd therewith.

27.0 MINIMUM WAGES ACT

The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (R&A) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

28.0 LABOUR RECORDS

The contractor shall submit by the 4TH & 19TH of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively of the following data:-

- a. The number of the labour employed by him (category-wise).
- b. Their working hours.
- c. The wages paid to them.
- d. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.
- e. The number of female workers who have been allowed Maternity Benefits and the amount paid to them.
- f. Any other information required by Engineer-in-Charge

29.0 RELEASE OF SECURITY DEPOSIT AFTER DEFECT LIABILITY PERIOD

Security Deposit of the work shall be refunded after defect liability period or equal bank guarantee for equal amount valid for the term.

30.0 MEASUREMENTS OF WORKS

30.1 Unless otherwise mentioned in the bill of quantities and as specified in Technical Specification of the Tender the measurements of works shall be done as per CPWD specifications and if the same is not given in the CPWD Specifications, the same shall be measured as per latest relevant BIS codes in force.

30.2 The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per BIS Codes of practice.

30.3 The Measurements of various items of the work shall be taken jointly by the contractor's authorized representative with the PMC/Engineer -in- charge/ MPSEDC Ltd's authorized representative for maintaining the record.

30.4 In presence of the Contractor authorized representative the Engineer-in-charge or his subordinate staff shall record these measurements in the measurement books supplied by the MPSEDC Ltd.

30.5 In presence of the Contractor authorized representative the Engineer-in-charge or his subordinate staff if deemed fit may also record these measurements in the Laptop (Computer) instead of measurement books supplied by the MPSEDC Ltd. In such cases the duly bounded Printed hard copies shall also be treated as the Measurement Book.

30.6 All measurements so recorded in the measurement book shall be cross checked and verified by the MPSEDC Ltd. In the site office of the Engineer-in-charge the Contractor's authorized representative shall also cross examine these measurements from their own record of joint measurement and at the foot of Measurements, shall give their acceptance as follows:

Measurements from Item no.. to Item no.. of this M.B page no. to page no. Jointly taken with me and all these measurements are acceptable to us.

Signature & Seal of the Contractor or his authorized representative

30.7 All Measurement Books shall be kept in the safe custody of the PMC/ MPSEDC Ltd.

31.0 PAYMENTS

31.1 The Bill shall be submitted by the Contractor on the basis of joint measurements recoded on the date fixed by the MPSEDC Ltd for whole works executed in previous months. The contractor shall prepare computerized bill using the programmed as approved by the MPSEDC Ltd as per prescribed format/Performa. The Contractor shall submit 2 Nos. of hard copies and one soft copy of floppy/CD for all bills. Subject to clause 37.3 herein below, the payment due to the contractor shall be made.

31.2 All running payments/interim 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 / or accepted by MPSEDC Ltd and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re- erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the MPSEDC Ltd under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work; otherwise MPSEDC Ltd's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.

Each Running Bills should be accompanied by two sets of at-least 20 (twenty) photographs as per direction of Engineer-in-charge taken from various points depicting status of work as on Report/ Bill date along with Monthly Progress Report for the concerned month in the pro- forma to be given/ approved by MPSEDC Ltd. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Engineer-in-Charge. No payment of running account bill shall be released unless it is accompanied by progress photographs and Monthly Progress Report as above.

31.3 All running bills so prepared by the contractor shall be submitted to the PMC who will duly check and forward the same within 15 days to the MPSEDC Ltd for payments. MPSEDC Ltd shall release the payments within next 30 days from the date of received of running bills in their office from PMC, by Account Payee's Cheque from its offices directly at the address notified by the Contractor (Postage charges shall be charged to the contractor's account). In case of Payments is made by Demand Draft at the request of the Contractor, Bank Commission charges shall also be debited to the account of contractor.

32.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT

For carrying out work on Sunday and Holidays or during night, the contractor will approach the MPSEDC Ltd or his representative at least two days in advance and obtain his permission. The MPSEDC Ltd at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If work demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the written approval of MPSEDC Ltd at no extra cost to MPSEDC Ltd

33.0 NO IDLE CHARGES TOWARDS LABOUR OR P&M

No idle charges or compensation shall be paid for idling of the contractor's labor, staff or P&M etc. on any ground or due to any reason whatsoever. MPSEDC Ltd will not entertain any claim in this respect.

34.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS & ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plants and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonable inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

35.0 DIRECTION FOR WORKS

35.1 All works to be executed under this contract shall be executed under the direction and subject to approval in all respects of MPSEDC LTD who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

35.2 The MPSEDC Ltd and his representatives shall communicate or confirm their to the contractor in respect of the execution of work during their site inspection in a 'Works Site Order Book' maintained at the site office of MPSEDC Ltd. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

36.0 ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, dispute with regard to conditions of contract, specifications, Drawings, Bill of quantities and rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence

- i) Fax, Telegram or Letter of Acceptance and Work Order, addendums along with statement of agreed variations and its enclosures.
- ii) Bill of Quantity/ Schedule of Quantities
- iii) Special Condition of Contract.
- iv) Employer's Requirement (General, Additional and Technical Specification) as give in Tender documents.
- v) General Conditions of Contract,
- vi) Drawings
- vii) CPWD/ MOST specifications (as specified in Technical Specification of the Tender) update with correction slips issued upto last date of receipt of tenders.
- viii) Relevant B.I.S. Codes.

37.0 TIME SCHEDULE & PROGRESS

- 37.1 Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the SCC which shall be reckoned from the 10th day from the date on which the letter/Work Order is issued to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of entire work within the stipulated time of completion.
- 37.2 The contractor shall also furnish within 10 days of date of letter/Work Order a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from the MPSEDC Ltd. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- 37.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed bar chart/ network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the MPSEDC Ltd.
- 37.4 During the currency of the work the contractor is expected to adhere to the time schedule on miles stone and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR CHART undertaken by the MPSEDC Ltd. These reviews may be undertaken at the discretion of Engineer-in-charge/ MPSEDC Ltd either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or at the office of the Managing Director/ Additional Chief General Manager/Sr. General Manager of MPSEDC Ltd / owner/ Consultant at the sole discretion of the MPSEDC Ltd. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor.
- 37.5 Contractor shall submit fortnightly/ Monthly (as directed by the MPSEDC Ltd) progress reports (5 copies) on a computer based program (program and software to be approved by the MPSEDC Ltd) highlighting status of various activities and physical completion of work.
- 37.6 The contractor shall send completion report with as built drawings and maintenance schedule to the office of MPSEDC Ltd in writing within a period of 30 days of completion of work.

38.0 WATER AND ELECTRICITY

The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

39.0 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works.

The contractor shall at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get the same approved in advance. All such materials to be provided by the Contract or shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the MPSEDC Ltd furnish proof, to the satisfaction of the MPSEDC Ltd that the materials so comply.

The contractor shall at his risk and cost submits the samples of materials to be tested or analyzed and shall bears all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance and cost in obtaining the right and visit to

such access.

The MPSEDC Ltd shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specification and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The MPSEDC Ltd shall also have full power to require other proper materials to be substituted thereof and in case of default, the MPSEDC Ltd may cause the same to be supplied and all costs which may require such removal and substitution shall be borne by the contractor.

39.1 CEMENT AND CEMENT GODOWN

Cement shall be procured by Contractor of 43 Grade confirming to BIS: 8112 Specification latest edition or higher Grade as directed by the MPSEDC Ltd. The cement shall be procured directly from the reputed manufacturers/stockiest, as per list of approved make. Relevant vouchers and test certificates will be produced as and when required.

The cement shall be stored by the contractor in such suitable covered and lockable stores, well protected from climate and atmospheric affect. The cement godown shall be constructed by the contractor as per CPWD specifications at his own cost. The cement will remain under double lock, one from PMC and other from Contractor. The cement in bags shall be stored in godown in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at contractors cost, before use in works.

As far as possible, only one type of cement shall be used in whole of the Project, Therefore within Fifteen days from the date of acceptance of tender, the contractor shall intimate in writing to the MPSEDC Ltd, with their choice that what type and brand (any one from the list of approved make) of cement he wants to use and shall get the approval of the MPSEDC Ltd.

Test certificates for each consignment of cement shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of MPSEDC Ltd, before incorporating the materials in the work.

39.2 STEEL & STEEL STOCKYARD

Steel confirming to BIS specifications (latest edition) shall be procured by the contractor directly from reputed manufacturers/producers as per list of approved make of MPSEDC Ltd. The manufacturer has to give a certificate that the material supplied is not a re-rolled product. Relevant vouchers & test certificates will be produced by the contractor. Re-rolled sections will not be allowed.

Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The contractor shall take proper care to prevent direct contact between the steel and the ground/ water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Engineer-in-Charge. Steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payment shall be made.

Reinforcement steel shall be TMT confirming to BIS specifications (latest edition).

As far as possible, only one brand of Reinforcement Steel (TMT) shall be used in all RCC work under whole of the Project, therefore within Fifteen days from the date of acceptance of tender, the contractor shall intimate in writing to the Engineer-in-charge with their choice regarding brand (any one from the list of approved make) of Reinforcement steel that he wants to use and shall get the approval of the PMC.

Test certificates for each consignment of steel shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of MPSEDC Ltd, before incorporating the materials in the work.

40.0 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site.

All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the Technical/CPWD/ MOST/BIS (as the case may be) specifications, drawings and instructions of the MPSEDC Ltd and the rates shall include for supply of require materials including proper storage, Testing, consumables, skilled & unskilled labor, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the MPSEDC Ltd In case any Extra/Substituted item is carried out without specific-approval the same will not be paid.

41.0 ANTI-TERMITE TREATMENT & WATER PROOF TREATMENT

- 41.1 Pre-construction treatment shall be carried out in co-ordination with the building work and shall be executed in such a manner that the civil works are not hampered or delayed by the anti-termite treatment. The treatment shall be carried out as detailed in BIS: 6313 (Part-II) latest revision. The water proof treatment shall be of type and specifications as given in the schedule of quantities.
- 41.2 The treatment against water-proofing of basement , roofs , water retaining areas and termite infestation shall be and remain fully effective for a period of not less than 10(ten) years to be reckoned from the date of expiring of the Defect Liability, prescribed in the contract At any time during the said guarantee period if MPSEDC Ltd finds any defects in the said treatment or any evidence of re-infestation, dampness, leakage in any part of buildings or structure and notifies the contractor of the same, the contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the contractor fails to commence such work within the stipulated period, the MPSEDC Ltd may get the same done by another agency at the Contractor's cost and risk and the decision of the MPSEDC Ltd for the cost payable by the contractor shall be final and binding upon him.
- 41.3 Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from MPSEDC Ltd.
- 41.4 The MPSEDC Ltd reserves the right to get the quality of treatment checked in accordance with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the waterproof treatment is not done as per specifications, the contract or will be required to do there - treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made The extent of work thus rejected shall be determined by MPSEDC Ltd.
- 41.5 Water proofing and anti-termite treatment shall be got done through approved / specialized agencies only with prior approval of the MPSEDC Ltd.
- 41.6 The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals 41.6 During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of the MPSEDC Ltd by the contractor at his costs and risks.
- 41.7 The contractor shall make his own arrangement for all equipments required for the execution of the job.

41.8 The contractor whose tender is accepted shall execute guarantee Bond in the prescribed form as appended for guaranteeing the anti-termite treatment and water proof treatment.

42.0 INDIAN STANDARDS

Wherever any reference is made to any IS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with the amendments current at the last date of receipt of tender documents

43.0 CENTERING & SHUTTERING

Marine plywood only or steel plates of minimum thickness as approved by the MPSEDC Ltd shall be used for formwork The shuttering plates shall be cleaned and oiled after every repetition and shall be used only after obtaining approval of the Engineer-in-Charge at site The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of the MPSEDC Ltd depending upon the condition of shuttering surface after each use and the decision of MPSEDC Ltd in this regard shall be final and binding on the contractor No claim whatsoever on this account shall be admissible

44.0 PROPRIETARY MATERIALS

44.1 The following proprietary materials shall be brought to site after the approval of MPSEDC Ltd.

- a) Water proofing compound.
- b) Cement.
- c) Steel.
- d) Primer/ Paints/ Varnish etc.
- e) Bitumen.
- f) Chemical for anti-termite treatment.
- g) Any other materials as per discretion of the Engineer -in-charge.

44.2 The quantity of proprietary materials shall be measured and recorded in the Measurement books and signed by the Contractor and the MPSEDC Ltd as a check to ensure that the required quantities as required for execution of works as per specifications have been brought to site for incorporation in the work.

44.3 Proprietary materials brought at site shall be stored as directed by MPSEDC Ltd and those already recorded in Measurement book, shall be suitably marked for identification.

44.4 The contractor shall ensure that the proprietary materials are brought to site in original sealed containers or packing bearing manufacturer's markings and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty container so such proprietary materials shall not be destroyed/ disposed-off without the permission of the MPSEDC Ltd.

44.5 The contractor shall produce receipted vouchers showing quantities of the materials to satisfy MPSEDC Ltd that the materials comply with the specifications. These vouchers shall be endorsed, dated and initialed by MPSEDC Ltd giving the contract number and name of work and a certified copy of each such voucher signed both by MPSEDC Ltd and the Contractor shall be kept on record.

44.6 When the cost of each category of materials is less than Rs.500/- production of vouchers may not be insisted upon if the MPSEDC Ltd is otherwise satisfied with the quality and quantity of materials.

45.0 RECORDS OF CONSUMPTION OF CEMENT & STEEL

45.1 For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the M P S E D C L t d ,

showing columns like quantity received and used in work and balance in hand etc. This register shall be signed daily by the contractor's representative.

45.2 The register of cement & steel shall be kept at site in the safe custody of MPSEDC Ltd during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.

45.3 In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per MOST/CPWD (as the case may be) specifications/ norms, the work will be devalued and/or a penal rate (i.e. double the rate at which cement/steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per MOST/CPWD (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost.

In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be affected from the contractor's dues at the penal rate for the actual quantity which is lower than 98% of theoretical consumption.

46.0 MATERIALS AND SAMPLES

The Contractor shall be responsible for submission of samples of each material to be incorporated in the works for its approval. The cost of such samples is deemed to be included in the rates quoted by him in the bill of quantities.

47.0 TESTS AND INSPECTION

47.1 The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD, MOST and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/laboratory, at the direction of the MPSEDC Ltd. All testing charges, expenses etc. shall be borne by the contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or MPSEDC Ltd at the cost of the Contractor.

47.2 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the MPSEDC Ltd. The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of Madhya Pradesh (CTE) and/ or an inspecting authority of State Government and/or by third party checks by MPSEDC Ltd. The compliance of observations/ improvements as suggested by the inspecting officers of MPSEDC Ltd /CTE/ State authorities shall be obligatory on the part of the Contractor at the cost of contractor.

48.0 BORROW AREAS

The contractor shall make his own arrangements for borrow pits and borrow disposal areas including their approaches and space for movement of man, machinery, other equipments as required for carrying out the works. The contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc. and nothing extra shall be paid to the contractor on this account and unit rates quoted by the contractor for various items of bill of quantities shall deemed to include the same.

49.0 BITUMEN WORK

The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting started and shall hypothecate it to the MPSEDC Ltd. Although the materials are hypothecated to MPSEDC Ltd the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks

The materials shall not be removed from site of work without the consent of the MPSEDC Ltd in writing.

50.0 CARE OF WORKS

From the commencement to the completion of works and handing over, the contractor shall take full responsibility for care thereof all the works and in case of any damage/loss to the works or to any part thereof or to any temporary works due to lack of Precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor.

51.0 WORK IN MONSOON AND DEWATERING

The execution of the work may entail working in the monsoon also. The contractor must maintain labor force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The contractor's rate shall be considered inclusive of cost of dewatering required if any and no extra rate shall be payable on this account.

52.0 NO COMPENSATION FOR CANCELLATION/ REDUCTION OF WORKS

If any time after the commencement of the work the MPSEDC Ltd shall for any reason what so ever is required to abandon the work or is not required the whole work there of as specified in the tender to be carried out, the MPSEDC Ltd shall give notice in writing of the fact to the contractor , who shall have no claim to any payment of compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full , but which he did not derive in consequence of the full amount of the work not having been carried out or fore - closure, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications , drawings ,designs and instructions which shall involve any curtailment of the work as originally contemplated .

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor .

53.0 RESTRICTION ON SUBLETTING

53.1 The contractor shall not sublet or assign the whole or part of the works except where otherwise provided in the SCC and even then only with the prior written consent of the MPSEDC Ltd and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workman as full as if they were the acts, defaults or neglects of the contractor, his agent, servants or workman provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause. However the Contractor shall not be required to obtain such consent for:

- a) the provision of labor,
- b) the purchase of materials which are in accordance with the standards specified in the Contract, or
- c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

53.2 The contract or may entrust specialist items of works to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of MPSEDC Ltd. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency.

54.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

No unauthorized buildings, construction of structures should be put up by the contractor anywhere on the Project site, neither any building built by him shall be un-authorized occupied by him or his staff.

55.0 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute the decision of MPSEDC Ltd shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

56.0 SETTING OUT OF THE WORKS

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor shall at his own expenses rectify such error to the satisfaction of MPSEDC Ltd The checking of any setting out or of any line or level by the MPSEDC Ltd shall not in any way relieve the contractor of his responsibility for the correctness

57.0 NOTICE BEFORE COVERING UP THE WORK

The contractor shall give not less than seven days notice before covering up or otherwise placing beyond the reach of measurement any work, to the MPSEDC Ltd in order that the same may be inspected and measured If any work is covered up or placed beyond the reach of Inspection / measurement without such notice or his consent be in obtained the same shall be uncovered at the contractor's expenses and he shall have to make it good at his own expenses

58.0 SITE CLEARANCE

58.1 The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view Before handing over the work to the MPSEDC Ltd the contractor shall remove all temporary structures like the site offices, cement godown, stores, labor hutments etc, scaffolding rubbish, left over materials tools and plants, equipments etc, clean and grade the site to the entire satisfaction of the MPSEDC Ltd If this is not done the same will be got done by MPSEDC Ltd at his risk and cost

58.2 The contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc, touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the contractor shall be deemed to have included the same

59.0 VALUABLE ARTICLES FOUND AT SITE

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of the owner/ Government and the contractor shall duly preserve the same to the satisfaction of MPSEDC Ltd and shall from time to time deliver the same to such person or persons indicated by the MPSEDC Ltd

60.0 MATERIALS OBTAINED FROM DISMANTLEMENT / EXCAVATION TO BE OWNER'S MPSEDC Ltd

PROPERTY

All materials like stone, boulders and other materials obtained in the work of dismantling, excavation etc will be considered MPSEDC Ltd / government property and may be issued to the contractor by the MPSEDC Ltd if required for use in this work at rates approved by MPSEDC Ltd or the contractor may be asked to dispose these items at his own cost Surplus excavated stuff including rocks shall be disposed off by the contractor and nothing shall be paid extra for the contractor but it shall be deemed that the rate quoted by the contractor for all types of excavation items in BOQ are inclusive of disposal of surplus excavated stuff anywhere outside the city within 15 km lead

61.0 SET-OFF OF CONTRACTOR'S LIABILITIES

MPSEDC Ltd shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the contractor under this agreement including security deposit and proceeds of performance guarantee

62.0 MATERIALS PROCURED WITH THE ASSISTANCE OF MPSEDC Ltd

If any material for the execution of this contract is procured with the assistance of MPSEDC Ltd either by issue from its stores or purchase made under orders or permits or licenses obtained by MPSEDC Ltd, the contractor shall hold and use the said materials economically and solely for the purpose of this contract and shall not dispose them without the permission of Engineer-in-charge The contractor, if required by the MPSEDC Ltd, shall return all such surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination on whatsoever reason, on being paid or credited such price as the MPSEDC Ltd shall determine having due regard to the conditions of materials.

63.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING

63.1 The MPSEDC Ltd shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above 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 main work. the time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the MPSEDC Ltd shall be conclusive as to such proportion over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i. The rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work
- ii. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a nearest similar item of work as are specified in the contract for the work In case of composite tenders where two or more schedule of quantities/ bill of quantities form part of the contract, the rates shall be derived from the nearest similar item in the schedule of quantities / bill of quantities of the particular part of work in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantity The opinion of the Engineer-in-Charge as

to whether or not the rate can be reasonably so derived from the item in this contract will be final and binding on the contractor

- iii. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the MPSEDC Ltd shall determine the rate or rates on the basis of prevailing market rates of the material, labour, T&P etc plus 10% (Ten percent) to cover the contractors supervision, overheads and profit and pay the contractor accordingly. The opinion of the MPSEDC Ltd as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor However, the MPSEDC Ltd, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.
- iv. Except in case of items relating to foundations, provisions contained in sub-clause (i) to (v) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents (referred to herein below as ' deviation limit ' which is 25 % for this project) subject to the restrictions given as below;
 - a) The deviation limit referred to above is the net effect (algebraically sum) of all additions and deductions ordered.
 - b) In no case shall the additions/ deductions (arithmetical sum) exceed twice the deviation limit.
 - c) The deviations ordered on items of any individual trade included in the contract shall not exceed plus/minus 50 percent to the value of that trade in the contract as a whole or half the deviation limit, which he shall not exceed plus/minus 50 percent of the value of that trade in the contract as a whole or half the deviation limit, which he less.

- d) The deviation limit referred to above is the net effect (algebraically sum) of all additions and deductions ordered.
- e) In no case shall the additions/ deductions (arithmetical sum) exceed twice the deviation limit.
- f) The deviations ordered on items of any individual trade included in the contract shall not exceed plus/minus 50 percent to the value of that trade in the contract as a whole or half the deviation limit, which he shall not exceed plus/minus 50 percent of the value of that trade in the contract as a whole or half the deviation limit, which he less.
- g) The value of additions of items of any individual trade not already included in the contract shall not exceed 20 percent of the deviation limit.

For the purpose of operation of clause 63.1 (VI), the following norms shall be treated as works relating to foundations:

- 1) For buildings, compound walls, plinth level or 12 meters above ground level whichever is lower excluding items of flooring and DPC but including base concrete below the floors
- 2) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed of floor level
- 3) For retaining walls where floor level is not determined, 12 meters above the average ground level or bed level
- 4) For roads all items of excavation and filling including treatment of sub-base and soling work
- 5) For water supply lines, sewer lines, under-ground storm water drains and similar works all items of work below ground level except items of pipe work proper masonry work
- 6) For open storm water drains, all items of work except lining of drains

NOTE: Individual trade means the trade section to which bill of quantities annexed to the agreement has been divided or in the absence of any such division the individual section of the MOST/CPWD (as the case may be) Scheduled of rates specified above, such as excavation and earthwork, Concrete, wood work and joinery, etc

The rate of any such work except the items relating to foundations which is in excess of the deviation limit and deviation in quantities of AHR items on plus side as continued in Clause 5.0 shall be determined in accordance with the provisions contained in Clause 63.2.

63.2 In the case of contract or substituted items or additional items which result in exceeding the limits laid down in sub-clause (vi) of Clause 691 except the items relating to foundation work, which the contractor is required to do under Clause 691 above and deviation in quantities of AHR items on plus side as contained in clause 90 (i), the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the above limit, not-with-standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub clause (ii) of Clause 63.1 and the approval of MPSEDC Ltd, may revise their rates, having regard to the prevailing market rate and the contractor shall be paid in accordance with the rates so fixed The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable But, under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of item falling under this Clause

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, not-with-standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the proceeding Clause 63.1 and the MPSEDC Ltd may revise such rates having regard to the prevailing market rates.

64.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the MPSEDC Ltd or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the MPSEDC Ltd specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the MPSEDC Ltd in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent of the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the MPSEDC Ltd may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

65.0 POSSESSION PRIOR TO COMPLETION

65.1 MPSEDC Ltd shall have the right to take possession of or use any completed or partially completed work or part of the work Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the agreement If such prior possession or use by MPSEDC Ltd delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly The decision of MPSEDC Ltd in this case shall be final binding and conclusive.

65.2 When the whole of the works or the items or the groups of items of work for which separate periods of completion have been specified have been completed the contractor will give a notice to that effect to the MPSEDC Ltd in writing The Engineer-in-charge shall within 7 days of the date of receipt of such notice inspect the works and either the MPSEDC Ltd issues to the contractor a completion certificate stating the date on which in his opinion the works were completed in accordance with the contract or gives instructions in writing to the contractor specifying the balance items of work which are required to be done by the contractor before completion certificate could be issued The MPSEDC Ltd shall also notify the contractor of any defect in the works affecting completion.

65.3 The contract or shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the drawings, changes recorded shall be countersigned by the MPSEDC Ltd and the contractor Four copies of 'as built' drawings shall be supplied to MPSEDC Ltd by the contractor within 30 days of the completion All costs incurred in this respect shall be borne by the contractor only.

66.0 COMPENSATION FOR DELAY AND REMEDIES (LIQUIDATED DAMAGES)

66.1 If the contractor fails to maintain the required progress in terms of clause 66.4 or relevant clause of Special Conditions of Contract, to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the MPSEDC Ltd on account of such breach, pay as agreed compensation the

amount calculated at the rates stipulated below or such smaller amount as the MPSEDC Ltd (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/week (as applicable) that the progress remains below that specified in clause 66.4 or the relevant clause in Special Conditions of Contract or that the work remains incomplete 0.5% per week.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with MPSEDC Ltd

66.2 CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART

Subject to other provisions contained in this clause the MPSEDC Ltd may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the MPSEDC Ltd a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the MPSEDC Ltd (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the MPSEDC Ltd; or
- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the MPSEDC Ltd; or
- iv. If the contractor persistently neglects to carry out this obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take steps to Remedy it within 7 days after a notice in writing is given to him in that behalf by the MPSEDC Ltd; or
- v. If the contractor shall offer or give or agree to give to any person in MPSEDC Ltd /PMC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for MPSEDC Ltd; or
- vi. If the contractor shall enter into a contract with MPSEDC Ltd in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the MPSEDC Ltd; or
- vii. If the contractor shall obtain a contract with MPSEDC Ltd as a result of wrong tendering or other non-bona-fide methods of competitive tendering; or
- viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administrative of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- ix. If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or

- xi. If the contractor assigns, transfers, sublets (engagement of labour on a piece - work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Engineer-in-Charge/ MPSEDC Ltd.

When the contractor has made himself liable for action under any of the aforesaid cases, the Engineer-in-Charge with the prior approval of MPSEDC Ltd may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to MPSEDC Ltd, by a notice in writing, cancel the contract as a whole or only such items of work in default from the Contract.

The MPSEDC Ltd shall on such cancellation by them have powers to:

- a. Take possession of site and any materials, constructional plant, implements, stores, etc thereon; and/or
- b. Carry out the incomplete work by any means at the risk and cost of the contractor; and/ or
- c. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc shall be taken over and shall be absolutely at the disposal of the MPSEDC Ltd If any portion of the Security Deposit has not been paid or received it would be called for and for fitted ; and / or
- d. To employ labor paid by MPSEDC Ltd and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labor and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge 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 rates as if it had been carried out by the contractor under the terms of his contract The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or
- e. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed or delayed with reference to the General Conditions of Contract or relevant clause of Special Conditions of Contract, out of his 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 (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by MPSEDC Ltd under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales of unused materials, construction plants, implements temporary buildings etc thereof or a sufficient part thereof as the case may be If the expenses incurred by the MPSEDC Ltd are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or
- f. By a notice in writing to with draw from the contractor any items or items of work as the Engineer-in-charge may determine in his absolute discretion and get the same executed at the risk and cost of the contractor.

Any excess expenditure incurred or to be incurred by MPSEDC Ltd in completing the works or part of the works or the excess loss or damages suffered or may be suffered by MPSEDC Ltd as aforesaid

after allowing such credit shall without prejudice to any other right or remedy available to MPSEDC Ltd in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the MPSEDC Ltd shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract and law Any sums in excess of the amounts due to MPSEDC Ltd and unsold materials, constructional plant etc shall be returned to the contractor, provided always that if cost or anticipated cost of completion by MPSEDC Ltd of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

In the event of anyone or more of the above courses being adopted by the MPSEDC Ltd the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Provided further that if any of the recoveries to be made, while taking action as per (d) and/or(e) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by MPSEDC Ltd exceeds the security deposit so forfeited.

66.3 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN

In any case in which any of the powers conferred upon the MPSEDC Ltd by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected In the event of the MPSEDC Ltd putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the MPSEDC Ltd which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the MPSEDC Ltd, whose certificate thereof shall be final, and binding on the contractor and/or direct the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the MPSEDC Ltd may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the MPSEDC Ltd as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor

66.4 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the terms of contract or the extended time in accordance with these conditions shall be the essence of the contract The execution of the works shall commence from the 10th Day or such time period as mentioned in letter of award after the date on which the MPSEDC Ltd issues written orders to commence the work If the Contractor commits default in commencing the execution of the work as aforesaid, the Executing Agency shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

66.4.1 Within 10 (Ten) days of Work order, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the MPSEDC The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the MPSEDC Ltd and the Contractor within the limitations of time stipulated in the Contract documents, to ensure good progress during the execution of the work

66.4.2 If the work(s) be delayed by:

- i) Force – majeure or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or
- v) Delay on the part of other contractors or tradesmen engaged by Engineer -in- Charge in executing work not forming part of the Contract, or
- vi) Any other cause which, in the absolute discretion of the MPSEDC Ltd, is beyond the Contractor's control,

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the MPSEDC Ltd but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the MPSEDC Ltd to proceed with the works.

66.4.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor to MPSEDC Ltd in writing within fourteen days of the happening of the event causing delay on the prescribed form The Contractor may also, if practicable, indicate in such a request the period for which extension is desired

In any such case MPSEDC Ltd may give a fair and reasonable extension of time for completion of work Such extension shall be communicated to the Contractor by the Engineer- in-Charge in writing, within 3 months of the date of receipt of such request Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the MPSEDC Ltd and the extension of time so given by the MPSEDC Ltd shall be binding on the contractor

67.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

67.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, MPSEDC Ltd shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, MPSEDC Ltd shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, MPSEDC Ltd shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract pending finalization or adjudication of any such claim.

67.2 It is an agreed term of the contract that the sum of money or moneys so with held or retained under the lien referred to above by the MPSEDC Ltd will be kept withheld or retained as such by the MPSEDC Ltd till the claim arising out of or under the contract is determined by the competent court

and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the MPSEDC Ltd shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

MPSEDC Ltd shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc, to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for MPSEDC Ltd to recover the same from him in the manner prescribed in sub-clause (l) of this clause

or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by MPSEDC Ltd to the contractor, without any interest thereon whatsoever.

67.3 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the MPSEDC Ltd against any claim of the MPSEDC Ltd in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the MPSEDC Ltd.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the MPSEDC Ltd will be kept withheld or retained as such by the MPSEDC Ltd or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor

68.0 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period twelve months and water proofing item it will be 24 month from the date of taking over of the works by the Owner/ Client Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by MPSEDC Ltd at the cost and expense of the contractor

69.0 FORCE MAJEURE

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the extent such delay or failure of performance is caused by occurrences such as acts of God or the public enemy, expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (other than contractor's employees) Only extension of time shall be considered for Force Majeure conditions as accepted by MPSEDC Ltd No adjustment in contract price shall be allowed for reasons of force majeure

70.0 ARBITRATION

Except as otherwise provided in this contract all question and disputes relating to the meaning of

the specifications, designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way, arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the MPSEDC Ltd shall give his written instructions and/or decisions within a period of 60 days of such request This period can be extended by mutual consent of the parties

Upon receipt of written instructions or decisions, the party shall promptly proceed without delay to comply such instructions or instructions If any party is not satisfied with the decision of the MPSEDC Ltd, he can refer such dispute for arbitration governed as per "The Madhya Pradesh Madhyastha Abhikaran Adhiniyam 1983"

70.1 JURISDICTION

The agreement shall be executed at Bhopal on non-judicial stamp paper purchased in Bhopal and the courts in Bhopal alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts

71.0 SUSPENSION OF WORK S

(a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge/ MPSEDC Ltd suspend the progress of the works or any part thereof for such time and in such manner as the MPSEDC Ltd may consider necessary for any of the following reasons:

- i) On account of any default on part of the contractor, or
- ii) for proper execution of the works or part thereof for reason other than the default of the contractor, or
- iii) for safety of the works or part there of

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the MPSEDC Ltd

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above

- i) The contract or shall be entitled to an extension of the time equal to the period of every such suspension plus 25% No adjustment of contract price will be allowed for reasons of such suspension
- ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by MPSEDC Ltd, he shall have no claim to payment of any compensation on account of any profit or advantage which he may derived from the execution of the work in full

72.0 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the right or remedies under this contract if the contractor dies, MPSEDC Ltd on recommendation of MPSEDC Ltd shall have the option of terminating the contract without compensation to the contractor

73.0 QUALITY ASSURANCE PROGRAMME

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Program to control such activities at the necessary points The contractor shall prepare and finalize such Quality Assurance Program within 15 days from letter of Acceptance MPSEDC Ltd shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities A Quality Assurance Program of Contractor shall generally cover the following:

- a. His organization structure for the management and implementation of the proposed Quality Assurance Program
- b. Documentation control system
- c. The procedure for purpose of materials and source inspection
- d. System for site controls including process controls
- e. Control of non-conforming items and systems for corrective actions
- f. Inspection and test procedure for site activities
- g. System for indication and appraisal of inspection status,
- h. System for maintenance of records
- i. System for handling, storage and delivery.
- j. A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this contract.

All the quality reports shall be submitted by the Contractors in the format appended here to Check list enclosed here in this documents shall be followed while carrying out Construction activities (items) If any item is not covered by the Check list/Formats appended here to, the Format for the same may be developed and submitted to MPSEDC Ltd for approval and the same shall be adopted These filled in formats shall be prepared in two copies and duly signed by representatives of contractor Engineer-in-charge All the costs associate with Printing of Formats and testing of materials required as per technical specifications or by MPSEDC Ltd shall be included in the Contractor' s quoted rates in the Schedule / Bill of quantities.

74.0 APPROVAL OF TEMPORARY / ENABLING WORKS

The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the MPSEDC Ltd.

All the equipments, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract-shall have to be arranged by the Contractor only Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor for various items in the Bill of Quantities shall be deemed to include the cost of enabling works

75.0 CONTRACT CO-ORDINATION PROCEDURES, CO-ORDINATION MEETINGS AND PROGRESS REPORTING

The Contractor shall prepare and finalize in consultation with Engineer-in-charge, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Acceptance for the purpose of execution of the Contract

The Contractor shall have to attend all the meetings at any place in Bhopal at his own cost with MPSEDC Ltd, or Consultants of MPSEDC Ltd / during the currency of the

Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions.

During the execution of the work, Contractor shall submit at his own cost a detailed Monthly progress report to the Engineer-in-charge by 5th of every month the format of monthly progress report shall be as approved by the MPSEDC Ltd

76.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the prior approval in writing of the MPSEDC Ltd shall be obtained before any change is made in the constitution of the firm Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership

firm would have the right to carry out the works hereby undertaken by the contractor If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 53.1 hereof and MPSEDC Ltd shall be entitled to take action under Clause 66.2 (xi)

LABOUR SAFETY PROVISIONS

- 1.0 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)
- 2.0 Scaffolding or staging more than 36m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 feet) 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 opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure
- 3.0 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 36m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (20) above
- 4.0 Every opening in the floor of a building or in a working plat form shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet)
- 5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm for ladder upto and including 3m (10 feet) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm (1 ft) of length. Uniform step spacing shall not exceed 30 cm (12") Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident , and shall be bound to bear the expenses of defense of every suit , action or other proceeding at law that may be brought by an person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person
- 6.0 **EXCAVATION AND TRENCHING**

All trenches, 12mts (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m (100 feet) in length or fraction thereof, Ladder shall be extended from bottom of the trench to at least 90 cm (3feet) above the surface of the ground. The side of the trenches, hitch are 15m (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be placed within 15m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done
- 7.0 **DEMOLITION:** Before any demolition work is commenced and also during the progress of the work:
 - 7.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - 7.2 No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - 7.3 All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- 8.0 All necessary personal safety equipments as considered adequate by the Engineer-in- charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use , and the contractor should take adequate step to ensure proper use of equipment by those concerned- The following safety equipment shall be invariably provided.
- 8.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with

- protective footwear and protective goggles
- 8.2 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles
- 8.3 Those engaged in welding works shall be provided with welders protective eye shields
- 8.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval
- 8.5 When workers are employed in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public In addition, the contractor shall ensure that the following safety measures are adhered to:
- a. Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer
 - b. At least 5 to 6 manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manholes for working inside
 - c. Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence
 - d. Presence of Oxygen should be verified by lowering a detector lamp into the manhole In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit
 - e. Safety belt with rope should be provided to the workers While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency
 - f. The area should be barricaded or cordoned by suitable means to avoid mishaps of any kind Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day
 - g. No smoking or open flames shall be allowed near the blocked manhole being cleaned
 - h. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i. Workers should not be allowed to work inside the manhole continuously He should be given rest intermittently The Engineer In-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole
 - j. Gas masks with Oxygen Cylinder should be kept at site for use in emergency
 - k. Air-blowers should be used for flow of fresh air through the manholes Whenever called for, portable air-blowers are recommended for ventilating the manholes The Motors for these shall be vapour proof and of totally enclosed type Non sparking gas engines also could be used but they should be placed at-least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present
 - l. The workers engaged for cleaning the manholes/ sewers should be properly trained before allowing working in the manhole
 - m. The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary) They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines
 - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well
 - o. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him
 - p. The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer -in-charge regarding the steps to be taken in this regard in an individual case will be final.
- 8.6 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken
- 8.6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint
- 8.6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped

- 8.6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work
- 8.6.4.1 a. white lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.
- b. Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray
- c. Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping
- 8.6.4.2 a. Adequate facilities shall be provided to enable working painter to wash during and on cessation of work
- b. Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials
- 8.6.4.3 a. Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified a medical man appointed by the competent authorities of the Consultant.
- b. The MPSEDC Ltd may require when necessary a medical examination of workers.
- c. Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9.0 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10.0 Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions
- 10.1 a. These shall be good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept required in good working order.
- b. 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.
- 10.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator.
- 10.3 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 10.4 In case of MPSEDC Ltd machines, the safe working load shall be notified by the Engineer-in- Charge As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get verified by the Engineer-in-Charge.
- 11.0 Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard, hosting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided

The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

- 12.0 All scaffold, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use Adequate washing facilities should be provided at or near places of work.
- 13.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot the person responsible for compliance of the safety codes shall be named therein by the contractor.
- 14.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the or their representatives.
- 15.0 Notwithstanding the above Clauses & sub clauses from (10) t o (140) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1.0 APPLICATION

These rules shall apply to all building and construction works in which 20 (twenty) or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contractor work is in progress

2.0 DEFINITION

Workplace means a place where twenty or more workers are ordinarily employed or are proposed to be employed in connection with construction work on any day during the period during which the contractor work is in progress

3.0 FIRST-AID FACILITIES

- 3.1 At every work place first aid facilities shall be provided and maintained, so as to be easily accessible during working hours, First-Aid boxes at the rate of not less than one box per 150 contract labour or part thereof ordinarily employed
- 3.2 The First-Aid boxes shall be distinctly marked with a red cross on white ground and shall contain the following equipments:-
 - 3.2.1 a) For work places in which number of contract labour employed does not exceed 50, Each First-Aid box shall contain the following equipments:
 - i. 6 small sterilized dressings
 - ii. 3 medium size sterilized dressings
 - iii. large size sterilized dressings
 - iv. 3 large sterilized burn dressings
 - v. 1 (30 ml) bottle containing a two percent alcoholic solution of iodine
 - vi. 1 (30 ml) bottle containing Sal volatile having the dose and mode of administration indicated on the label
 - vii. 1 snake-bite lancet
 - viii. 1 (30 gms) bottle of potassium permanganate crystals
 - ix. 1 pair of scissors
 - x. 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institutes, Government of India
 - xi. 1 bottle containing 100 tablets (each of 5 grams) of aspirin
 - xii. Ointment for burns
 - xiii. A bottle of suitable surgical antiseptic solution
 - 3.2.2 For work places in which the number of contract labour exceed 50 Each First-Aid box shall contain the following equipments:
 - i.12 small sterilized dressings
 - ii.6 medium size sterilized dressings
 - iii.6 large size sterilized dressings

- iv.6 large size sterilized burn dressings
- v.6(15 gms) packet sterilized cotton wool
- vi.1 (60 ml) bottle containing a two percent iodine alcoholic solution
- vii.1 (60 ml) bottle containing Sal volatile having the dose and mode of administration indicated on the label
- viii. 1 roll of adhesive plaster
- ix. snake - bite lancet
- x.1 (30 gms) bottle of potassium permanganate crystals
- xi.1 pair of scissors
- xii.1 copy of the First-Aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India
- xiii.A bottle containing 100 tablets (each of 5 grams) of aspirin
- xiv.Ointment for burns
- xv.A bottle of suitable surgical antiseptic solution

- 3.3 Adequate arrangements shall be made for immediate recumbent of the equipment when necessary.
- 3.4 Nothing except the prescribed contents shall be kept in the First Aid box.
- 3.5 The First Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- 3.6 A person in charge of the First-Aid box shall be a person trained in First-Aid treatment, in work places where the number of labour employed is 150 or more
- 3.7 In work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance of the works, first-Aid Posts shall be established and run by a trained Compounded The Compounded shall be on duty and shall be available at all hours when the workers are at work
- 3.8 Where work places are situated in places, which are not towns of cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital

4.0 DRINKING WATER

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

5.0 WASHING FACILITIES

- 5.1 In every workplace adequate and suitable facilities for washing shall be provided and maintained for the use of labour employed herein
- 5.2 Separate and adequate screening facilities shall be provided for the use of male and female workers
- 5.3 Such facilities shall be conveniently accessible and shall be kept clean and hygienic Condition.

6.0 LATRINES AND URINALS

- 6.1 latrines shall be provided in every work place on the following scale, namely:
 - a) Where females are employed there shall be at least one latrine for every 25females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males
 - Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be, upto the first 100, and one for every 50 thereafter
- 6.2 Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings
- 6.3 Construction of Latrines: The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a

- year Latrine shall not be a standard lower than bore-hole system
- 6.4 (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be
(b) The notice shall also bear the figure of men or of women, as the case may be
- 6.5 There shall be at least one urinal for male workers upto 50 and one for female workers up to 50 employed at a time Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter
- 6.6 a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times
b) Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities
- 6.7 Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals

6.8 DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or for refuse and then covering it with a layer of earth for fortnight (when it will turn into manure).

- 6.9 The Contractor shall, at his own expense, carry out all instruction issued to him by the Engineer- in-Charge to effect proper disposal of night soil and other Conservancy work in respect of the Contractor's workmen or employees on the site The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

7.0 PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost four suitable sheds, two for males and the other two for rest separately for the use of man and women labour The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof These shall be kept clean and the space provided shall be on the basis of 06 sqm Per head.

Provided that the Engineer-in-Charges may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8.0 CRECHES

- 8.1 A every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years One room shall be used as a play room for the children and the other as their bedrooms

The rooms shall be constructed on standard not lower than the following:

- i) Thatched roof
- ii) Mud floor and walls
- iii) Planks spread over the mud floor and covered with matting.

- 8.2 The rooms shall be provided with suitable and sufficient openings for light and Ventilation There shall be adequate provision of sweepers to keep the places clean
- 8.3 The Contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bed-room
- 8.4 The Contractor shall provide one caretaker to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- 8.5 The use of the rooms earmarked shall be restricted to children, their attendant and mother of the children

9.0 CANTEENS

- 9.1 In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily

- employed and adequate canteen shall be provided by the Contractor for the use of such labour
- 9.2 The canteen shall be maintained by the Contractor in an efficient manner
- 9.3 The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils
- 9.4 The canteen shall be sufficiently lighted at all times when any person has access to it.
- 9.5 The floor shall be made of smooth and impervious material and inside walls shall be lime washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months
- 9.6 The premises of the canteen shall be maintained in a clean and sanitary condition
- 9.7 Waste Water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance
- 9.8 Suitable arrangements shall be made for the collection and disposal of garbage
- 9.9 The dining hall shall accommodate at a time 30 persons of the labour working at time
- 9.10 The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chair shall not be less than one square meter per dinner to be accommodated
- 9.11 a) A portion of the dining hall, and service counter shall be partitioned off and reserved for women workers in proportion to their number
- b) Washing places for women shall be separate and screened to secure privacy.
- 9.12 Sufficient tables, stool, chairs or benches shall be available for the number of dinners to be accommodated.
- 9.13.1 a) There shall be provided and maintained sufficient utensils, crockery, furniture, and any other Equipment necessary for the efficient running of the canteen.
- b) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
- 9.13.2 a) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- b) A service counter, if provided, shall have top of smooth and impervious material.
- c) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment
- 9.14 The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the labour.
- 9.15 The charge for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit No loss' and shall be conspicuously displayed in the canteen.
- 9.16 In arriving at price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely:
- a) The rent of land building
- b) The depreciation and maintenance charges for the building and equipment provided for the canteen
- c) The cost of purchase, repair and replacement of equipment including furniture, crockery, cutlery and utensils:
- d) The water charges and other charges incurred for lighting and ventilation:
- e) The interest and amounts spent on the provision and maintenance and Equipment provided for in the canteen
- 9.17 The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors

10.0 ANTI MALARIAL PRECAUTIONS

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

11.0 AMENDMENTS

MPSEDC Ltd may from time to time, add to or amend these rules and issue such directions as it may consider necessary for the purpose of removing any difficulty which may arise in the administration hereof .

CONTRACTOR'S LABOUR REGULATIONS

1.0 SHORT TITLE

These regulations may be called the Contractor "Labour Regulations"

2.0 DEFINITIONS

2.1 "Workman" means any person employed by the MPSEDC Ltd, or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge, of the MPSEDC Ltd, to do any skilled, semi-skilled, un-skilled, manual, supervisory, technical or clerical work for hire or reward, whether, the terms of employment are expressed or implied but does not include any person-

- a) Who is employed mainly in a managerial or administrative capacity; or
- b) Who being employed in a supervisory capacity draws wages exceeding Rupees Two thousand Five hundred per person or exercises either by the nature of the duties attached to the office or by reason of powers vested to him, functions mainly of managerial nature
- c) Who is an out worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, and ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

2.2 "Fair Wages" means wages whether for time or piecework fixed and notified under the provisions of the minimum Wages Act from time to time

2.3 "Contractor" shall include every person who undertake to produce a given result other than a mere supply of goods or articles of manufacture through labour or who supplies labour for any work and includes a sub-contractor

2.4 "Wages" shall have the same meaning as defined in the Payment of Wages Act

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

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

2.4.3.1 Every worker shall be given a weekly holiday on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

2.4.3.2 Whether the Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than days

2.4.3.3 Here a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substitute holiday to him for the whole day on one of the five days immediately before or after the normal weekly holidays and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

3.0 DISPLAY OF NOTICE REGARDING-WAGES, ETC

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

4.0 PAYMENT OF WAGES

4.1 The contractor shall fix wage periods in respect of which wages shall be payable.

4.2 No wage period shall exceed one month.

4.3 The wages of every person employed as labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

- 4.4 Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 4.5 All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 4.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 4.7 All wages shall be paid in current coin or currency or in both.
- 4.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act 1956.
- 4.9 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in- Charge under acknowledgment.
- 4.10 It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representatives of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- 4.11 The contractor shall obtain from the Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:
"Certified that the amount shown in column No... has been paid to the workmen concerned in my presence on... at... "

5.0 FINES AND DEDUCTIONS, WHICH MAY BE MADE FROM WAGES

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

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

- 5.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 5.4 The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in Rupees of the total wages, payable to him in respect of that wage period.
- 5.5 No fine imposed on any worker shall be recovered from him in installment, or after the expiry of sixty days from the date on which it was imposed.
- 5.6 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6.0 LABOUR RECORDS

- 6.1 The contractor shall maintain a "Register of persons employed" on work on contract in form XIII of the CL(R&A) Central Rules 1971 (Appendix-B)
- 6.2 The contractor shall maintain a "Muster Roll" register in respect of all workmen employed by him on the work under contract in form XVI of the CL(R&A) Rules 1971 (Appendix-C)
- 6.3 The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work in form (Appendix-D)
- 6.4 Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labour who met with accident
- b) Rate of wages
- c) Sex
- d) Age
- e) Nature of accident and cause of accident
- f) Time and date of accident
- g) Date and time when he/she admitted in Hospital
- h) Date of discharge from the Hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- k) Claim required to be paid under Workmen's Compensation Act
- l) Date of payment of compensation
- m) Amount paid with details of the person to whom the same was paid
- n) Authority by whom the compensation was assessed
- o) Remarks

- 6.5 Register of Fines - The contractor shall maintain a "Register of Fines" in the form (Appendix- H)
The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omission for which fines can be imposed (Appendix-I)
- 6.6 Register of Deductions-The contractor shall maintain a "Register of Deductions" for damage or loss in form (Appendix-J)
- 6.7 Register of Advances-The contractor shall maintain a "Register of Advances" in form (Appendix-K)
- 6.8 Register of Overtime-The contractor shall maintain a "Register of Overtime" in form (Appendix- L)

7.0 ATTENDANCE CARD-CUM WAGE SLIP:

- 7.1 The contractor shall issue an attendance card-cum-wage slip to each workman employed by him in the specimen format (Appendix-E)
- 7.2 The card shall be valid for each wage period
- 7.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work
- 7.4 The card shall remain in possession of the worker during the wage period under reference
- 7.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference
- 7.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

8.0 EMPLOYMENT CARD

The contractor shall issue an Employment Card in form to each worker within three days of the employment of the worker (Appendix-F).

9.0 SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a service certificate in form (Appendix-G).

10.0 PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Officer.

11.0 POWER OF LABOUR OFFICERS TO MAKE INVESTIGATIONS INQUIRY

The Labour Officer or any other person authorized by MPSEDC Ltd, on its behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provisions of Regulations He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

12.0 INSPECTION OF BOOK AND SLIPS

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

13.0 SUBMISSION OF RETURNS

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

14.0 AMENDMENTS

The MPSEDC Ltd may from time to time, add or amend the regulations and on any question as to the application, interpretation or effect of these regulations the decision of the Chief Engineer concerned shall be final.

